

# City Council Meeting

**June 8, 2015**  
**5:30 p.m.**



**AMENDED AGENDA  
GIG HARBOR CITY COUNCIL  
June 8, 2015 – Council Chambers**

**CALL TO ORDER / ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes May 26, 2015.
2. Liquor License Action: a) Application – Ikonos Real Greek Souvlaki; b) Special Occasion Liquor License: The Homestead Community.
3. Receive and File: a) Finance / Safety Committee Meeting Minutes June 1, 2015; b) Intergovernmental Affairs Committee May 26, 2015 Minutes;
4. Adoption of Fire Protection System Impairment Program.
5. Resolution No. 993 - Harbor Hill S7 - Final Plat and PRD Approval.
6. Resolution No. 994 - Surplus Equipment I.T.
7. Resolution No. 995 – Emergency Traffic Signal Pole Replacement Hunt/Wollochet.
8. Maritime Pier Ground Water Monitoring – Consultant Services Contract / Robinson Noble, Inc.
9. Interlocal Agreement for Housing of Inmates.
10. Stinson Avenue Asbestos Cement Watermain Replacement – Consultant Services Contract / Exeltech.
11. Stinson Avenue Roadway Improvements – Consultant Services Contract / Exeltech.
12. Approval of Payment of Bills: Checks #78484 through #78586 and checks #78588 through #78589 in the amount of \$401,984.27. (Check #78587 voided due to printer jam.)
13. Approval of Payroll for the month of May: Checks #7508 through #7526 and direct deposits in the amount of \$564,326.27.

**PRESENTATIONS:**

1. US Open Update – Al Abbott and Karen Scott.

**OLD BUSINESS:** None.

**NEW BUSINESS:**

1. Appointment to Design Review Board / Review of Appointment Process.
2. First Reading and Adoption of Ordinance No. 1314 - Harbor Hill S7 Rezone to PRD Zone.
3. First Reading of Ordinance – City Participation in State LOCAL Borrowing Program.
4. Public Hearing and First Reading of Ordinance – Food Trucks.
5. Public Hearing and First Reading of Ordinance – Amendments to Chapter 8.20 - Fireworks.
6. Resolution No. 997 – Water Restrictions.
7. Resolution No. 996 – Well No. 2 Emergency Well Rehabilitation.

**CITY ADMINISTRATOR / STAFF REPORT:**

1. Waterfront Farmers Market Report.
2. Grandview Forest Park Tree Removal Update.
3. Gig Harbor 2030 – Comprehensive Plan Periodic Update – Lindsey Sehmel.

**PUBLIC COMMENT:**

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

Weekend Activities Report.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Public Works Committee: Mon. Jun 15<sup>th</sup> at 3:00 p.m.
2. Joint City Council / Parks Commission Worksession: Mon. Jun 15<sup>th</sup> at 5:30 p.m.

**ADJOURN:**

**MINUTES**  
**GIG HARBOR CITY COUNCIL**  
**May 26, 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 - Michael Perrow: Present  
 Council Member - Paul Kadzik: Present

**PLEDGE OF ALLEGIANCE:****CONSENT AGENDA:**

1. Approval of City Council Minutes May 11, 2015.
2. Liquor License Action: a) Renewals: Target, Puerto Vallarta, Round Table Pizza, Taste of Peru, 76 Gig Harbor, Julep Nail Parlor; b) Special Occasion Liquor License –
3. Harbor History Museum; c) Waterfront Farmers Market;
4. Receive and File: a) Boards and Commissions Candidate Review 5-18-15.
5. Interlocal Agreement for Housing of Inmates.
6. Food Trucks – Planning Commission Recommendation.
7. Engagement Letter for Legal Services – Employment Counsel.
8. Appointment to Lodging Tax Advisory Board.
9. Appointments to Planning Commission.
10. Resolution No. 992 – Eliminating Two Change Funds.
11. Harborview Drive Sidewalk Extension – Consultant Services Contract.
12. Harborview Drive Stormwater Conveyance Improvements – Consultant Services Contract.
13. Harbor Hill Drive Right of Way Dedication / Harbor Hill Maintenance Association No. 2.
14. FEMA Programmatic Review Consultant Services Contract - Grette & Assoc. LLC.
15. Release and Termination of Easements – Harbor Hill LLC.
16. 50<sup>th</sup> Street Box Culvert Replacement – Consultant Services Contract /Skillings Connelly.
17. Approval of Payment of Bills: Checks #78336 through #78483 in the amount of \$1,656,077.96.

Mayor Guernsey announced that Councilmember Arbenz requested that Item Number 4., Interlocal Agreement for Housing of Inmates, to be moved to New Business for discussion.

**MOTION:** Move to adopt the Consent Agenda as amended.  
 Ekberg / Payne - unanimously approved.

Councilmember Kadzik announced have to leave at 6:00 p.m.

Mayor Guernsey introduced Meredith Hatch , newest member appointed to the Planning Commission.

**PRESENTATIONS:**

1. Swearing in of Officer Hector "Eddy" Dominguez. Chief Kelly Busey presented an overview of Officer Dominguez background. Mayor Guernsey performed the oath of office, and Officer Dominguez wife Amanda, and daughters Macy and Zoey, assisted in pinning on of his badge.

201<sup>st</sup> Battlefield Surveillance Brigade. Sergeant Major Matthew Carl welcomed everyone on behalf of Colonel Daniel Soller, Commander of the 201<sup>st</sup> Battlefield Surveillance Brigade. He then narrated the Honorary Commander Induction Ceremony to honor and recognize Mayor Jill Guernsey for her support. Col. Soller read the oath of office to formally induct her as an honorary commander of the 201<sup>st</sup> Battlefield Surveillance Brigade.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. Interlocal Agreement for Housing of Inmates. Councilmember Arbenz voiced his concerns with this agreement. Chief Busey responded.

There was further discussion before Council asked that this be delayed to allow the Finance / Safety Committee to discuss the financial implications and to find out how this is working for other jurisdictions who currently utilize this facility.

**MOTION:** Move to forward this to the Finance / Safety Committee for review and recommendation.  
Arbenz / Payne – unanimously approved.

2. Public Hearing – Gig Harbor 2030 – Comprehensive Plan Periodic Update. Senior Planner Lindsey Sehmel presented the background and overview of proposed amendments to the Comprehensive Plan based upon the changes in the Growth Management Act and associated laws since the last periodic review in 2004.

Mayor Guernsey opened the public hearing at 6:15 p.m. There were no comments and the public hearing closed.

This will return for the First Reading of the Ordinance at the June 8<sup>th</sup> Council Meeting.

**CITY ADMINISTRATOR / STAFF REPORT:**

1. City Administrator Ron Williams offered to answer any questions regarding the upcoming parade, Maritime Gig Festival, and visits by dignitaries. He turned it over to Public Works Director Jeff Langhelm.

2. Update on Grandview Forest Park. Public Works Director Jeff Langhelm gave an update on five trees recently removed from Grandview Forest Park. Due to the extent of the damage to these trees due to laminated root rot, he strongly recommended moving forward with the removal of the remainder of the infected trees as soon as possible. After discussion, he was asked to move forward to re-bid the contract to remove the trees and to report back to Council at the next meeting.

City Administrator Ron Williams reported that during the Intergovernmental Affairs Committee meeting he learned there has not been much progress. First extended session is ending, and another is beginning.

Councilmember Payne added that the Ancich Netshed funding looks encouraging; the question remains where in the process is the grant for the uplands.

3. Chief Busey reported on recent department activity, adding that Memorial Day Weekend resulted in 10 bookings. He then highlighted the “full service” efforts of Officer Mike Allen who rescued four ducklings that had fallen into storm drain on Stinson Avenue who were then taken to a wildlife rescues facility.

### **PUBLIC COMMENT:**

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

Councilmember Payne reported that if the town seemed quiet over the weekend it was because 300 of our residents were in in Bend, Oregon for a baseball tournament. Over 120 teams from three states participated.

### **ANNOUNCEMENT OF OTHER MEETINGS:**

1. General Facility Charge Informational Meeting for the Development Community: Wed. May 27<sup>th</sup> at 3:00 p.m.
2. Sewer and Water Rate Informational Meeting for Residents: Tue. Jun 2<sup>nd</sup> at 5:30 p.m.
3. Public Works Committee – Mon. Jun 8<sup>th</sup> **POSTPONED** TO June 15<sup>th</sup> at 3:00 p.m.

**ADJOURN:** The meeting was adjourned at 6:43 p.m.

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Jill Guernsey, Mayor

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Molly Towslee, City Clerk



NOTICE OF LIQUOR LICENSE APPLICATION

JRE

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

TO: MOLLY TOWSLEE, CITY CLERK  
RE: NEW APPLICATION

DATE: 5/19/15

UBI: 603-488-834-001-0001

License: 419614 - 1U County: 27  
Tradename: IKONOS REAL GREEK SOUVLAKI  
Address: 4920 POINT FOSDICK DR NW  
GIG HARBOR WA 98335-1713

APPLICANTS:  
  
JANDG LLC  
  
KAMCIYAN, TATEOS  
1952-02-18  
  
TUNC, GENCAY  
1955-01-07

Phone No.: 253-858-7070 GENCAY TUNC

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

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

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

TO: MAYOR OF GIG HARBOR

June 1, 2015

SPECIAL OCCASION #: 093990

THE HOMESTEAD COMMUNITY  
8802 RANDALL DR NW  
GIG HARBOR, WA 98335

DATE: JUNE 15, 16, 17, 18 & 19, 2015

TIME: 6 PM TO 9 PM

PLACE: BEST WESTERN PLUS WESLEY INN - 6575 KIMBALL DR, GIG HARBOR

CONTACT: SUE BRAATEN 253-222-3108

SPECIAL OCCASION LICENSES

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

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

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

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

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

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



**City of Gig Harbor**  
**Finance & Safety Committee Minutes**  
*(Council Committee Arbenz, Ekberg, and Perrow)*

**June 1, 2015 – 4:00 p.m.**  
**Executive Conference Room**

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**Call to Order:** 4:07 p.m.

**Roll Call:**

Present: Councilmembers Arbenz, and Perrow, City Administrator Ron Williams, Finance Director David Rodenbach, Chief of Police Kelly Busey, Court Administrator Stacy Colberg and Finance Technician Michael Williams.

**New Business:**

1. Interlocal Agreement for Housing of Inmates. Kelly Busey gave a presentation regarding housing of long term inmates, greater than 30 days. The presentation included comparison of information on various locations of housing inmates. These included Fife Jail, Forks Jail, Pierce County Jail, Kitsap Jail and Sunnyside Jail in Yakima County. Daily costs, booking fees, transportation, number of available beds, and visitation hours were discussed. Detail of the facilities at Sunnyside was given by Ron Williams. Criminal histories were discussed to give a view of what might progress to a long term sentence. Cost comparisons of Pierce County Jail, Kitsap Jail and Sunnyside were presented. Concern about the perspective of Gig Harbor and how ties to the community will be affected. Inmate mixture of felony versus misdemeanor was discussed. Visitation hours and environment were discussed. Sunnyside has closed circuit television visits were inmate and visitor are not in the same room. Visiting hours seem restrictive along with distance, may limit help from family and friends. Medical coverage is discussed with the fact Sunnyside has contracts with local mental & health care facilities having a significant cost savings for treatments. Recommendation to move forward and present the Agreement with Sunnyside to council for vote.

2. Cushman Trail New Trailhead. A number of break-ins to vehicles. Suggest signage, cameras, volunteer patrols. Chief Kelly mentioned the need of educating the public to the issue. Also, the bicycle patrol has just been retrained and Chief Kelly is hopeful that will have an impact in reducing unlawful activity along the Cushman Trail.

**Adjourn:** 4:44 p.m.

**Next Meeting Date:** September 21, 2015





*City of Gig Harbor*  
*Inter-governmental Affairs Council Committee*

*Councilmembers Arbenz, Payne, and Perrow*

**DRAFT MINUTES**

**May 26, 2015 – 4:00 p.m.**

**Gig Harbor Civic Center – Executive Conference Room**

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**Roll Call**

Councilmember Perrow

Councilmember Payne

Councilmember Arbenz, joined the meeting at 4:07pm

Ron Williams, City Administrator

Shawna Wise, Assistant City Clerk

Paul Hoover, Gordon Thomas Honeywell via conference call

Briahna Taylor, Gordon Thomas Honeywell, joined the meeting at 4:25pm via conference call at

**Federal Legislative Update**

**Sand Spit & June Event** - Paul Hoover asked if the City had received any further calls from the Coast Guard regarding the transfer. Shawna Wise shared that a call was made to Public Works to identify the replacement cost of the lighthouse for insurance purposes, but no other calls had been received. Mr. Hoover explained that Senator Cantwell is planning to participate in the Maritime Gig Parade.

**Puget Sound Recovery Caucus** (Kilmer/Heck)

Opportunities for the City – White House announcement on Puget Sound & DOI, EPA, NOAA Resilient Lands and Waters Initiative – Mr. Hoover said that these federal agencies announced four areas they are focusing on conserve and restore important lands and water ways to make them more resilient to climate change. The four areas are: Great Lakes, Florida, Hawaii, and the Puget Sound. Their primary focus will be on conserving coastal wetlands and marine conservation areas.

**A broad bill on Puget Sound Recovery** – Mr. Hoover explained that this will be introduced this summer which will create a recovery desk at EPA as well as a federal inter-agency task force to coordinate efforts on the federal level with local agencies and the Puget Sound State Action agenda. The main focus of the Puget Sound Recovery Caucus is stormwater, green infrastructure and tribal treaty rights and are looking to implement these priorities in amendments to the transportation bill and possible an omnibus bill.

**Councilmember Payne asked if funding** would be seen in the next year or so for cities to convert or improve or put in new infrastructure. Mr. Hoover explained that the green infrastructure would possibly be in a transportation bill for stormwater on roadways, channeling run-off.

### Surface Transportation Authorization in 2015

Mr. Hoover stated that a two month extension until July 31 was sent to President Obama averting a shutdown on May 31 with the highway trust fund. Leaders of the House have conceded that another extension will be needed at the end of the year. By the end of July, Congress will need to come up with \$11 billion if they want to authorize it to the end of December. \$90B will be needed for a 5-6 year authorization. The House and Senate are looking at various funding mechanisms.

### FY 2016 Budget

Mr. Hoover shared that there is the first Budget Resolution in 6 years and the Senate gave final approval ratifying a 10 year blueprint that would cut spending by \$5.3 trillion and producing a balanced budget in less than a decade. [Councilmember Arbenz](#) asked what the majority of the cuts would be. Mr. Hoover explained it's largely domestic programs. The \$5.3 trillion is sticking with the budget caps and cutting just a little below that.

### Other near-term federal issues

Market Place Fairness Act – Internet Sales Tax. Mr. Hoover said there has been less movement than expected. The House bill has 22 co-sponsors and does have corresponding legislation.

Comprehensive Tax Reform Bill – Tax Extenders Bill - Mr. Hoover went on to explain that there has been more movement than expected and should see movement before the end of the year.

### State Legislative Update



Briahna Taylor provided a written report outlining State Legislative topics. She explained that there is stalemate in the Special Session which is preventing negotiations from occurring. If no agreements on the budget are reached this week, the Governor will call a subsequent Special Session.

Revenue Forecast – Ms. Taylor explained that the State recently released an updated revenue forecast which included \$415 million for the state operating budget. Impacts to the City are liquor revenue and Senate has proposed to keep liquor revenue at 50%. The City would receive the same amount of money as we did in 2014. The House has proposed restoring the revenues to the full amount and if so, the City would double the amount of money received in 2014.

Capital Budget and Transportation Budget - Ms. Taylor said they are relying on an agreement on the operating budget in order to reach finality. Both House and Senate proposals include funding for the Heritage Capital Grant for the Ancich property. Ms. Taylor said she expects to receive the \$660,000 funding for Ancich once an agreement on the capital budget is released.

Ms. Taylor described the WWRP program. She explained the Senate is proposing to put more money into local parks rather than land acquisition, She said that the City has received a number of grants in the past from this program and encourages the City to be an active participant in the discussion and will let the City know if and when we need to be involved.

Transportation Efforts Ms. Taylor explained that she's been working with the West Sound Alliance to advance a transportation funding request. The Senate released a proposal that included funding for a congestion study on SR16 and sales tax deferral on the Tacoma Narrows Bridge as well as SR3. The House proposal did not include any of these. Negotiations are going on to reconcile the differences and this will likely impact funding for these projects. Ms. Taylor mentioned that there has been talk of an 11.7 cent gas tax increase.

Moorage Fee Immunity Legislation Ms. Taylor reminded the committee that this did not pass in legislation. She explained that the City can charge for water and power usage under current law. She asked that the

committee discuss and add to the agenda at the next meeting.

[Ms. Taylor explained three other bills that may impact the City.](#)

Negotiations on the Marijuana Revenue Bill have restarted. The amount of revenue is being debated and the current proposal allocates \$6 million a year to cities and counties in an effort to remove bans and moratoriums.

[House bill 2156](#) - Omnibus Local Government Bill which would restore liquor profit revenues as well as many other components. The House would need to pass the bill then have a discussion in the Senate.

[REET Flexibility](#) – Cities, counties and realtors have been meeting to try to reach an agreement. The tentative agreement would allow cities to use current flexibility in REET revenues. Cities would be required to provide reports on what revenues were used for. Ms. Taylor asked for feedback from the Committee on this proposal.

[Other Business](#) Councilmember Perrow asked for details on the upcoming lighthouse ribbon cutting and Shawna Wise shared the schedule of events.

[Adjourn](#) 4:55 pm

**Next Meeting Date:** July 27, 2015



**Special Session Legislative Update**

City of Gig Harbor  
From: Briahna Taylor  
Date: May 21, 2015

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**IGAC Agenda Items:**

- Capital Budget – Ancich Property Heritage Grant
- Transportation Efforts – West Sound Alliance
- Moorage Fee Immunity Legislation

***Special Session – Little Progress Made***

On Wednesday, April 29, 2015, Governor Jay Inslee called a Special Session, to allow legislators more time to reach an agreement on an Operating, Capital, & Transportation Budget. While budget negotiators for all three budgets have since been meeting on a regular basis, most legislators have gone back to district and are on notice to return if/when an agreement amongst negotiators is reached. There's been relatively little action.

By law, a special session may only last 30 days, **meaning the current special session will end on May 28th**. If an agreement on budgets is not reached prior to then, the Governor will have to call a subsequent special session. An agreement on the budgets must be reached prior to June 30th to avoid a state government shutdown. The Legislature came very close to this deadline in 2013.

At this point, it is possible, but not likely, that legislators will be able to finish before the end of the first special session next week (May 28<sup>th</sup>), but both sides pointed to a strong desire to finish before the US Open golf tournament, which starts June 18<sup>th</sup>.

***Revenue Forecast Update***

On Monday, the Legislature received an early revenue forecast. The updated revenue forecast added around \$415 million for the state operating budget. The reason for these increased revenue estimates are largely related to a construction and real estate market in Washington State that is stronger than the national average.

During the release, Operating Budget leaders from each chamber, Sen. Andy Hill (R-Kirkland) and Rep. Ross Hunter (D-Medina), expressed optimism that this revenue forecast will help move budget negotiations forward. They both shared that this update was the "last piece of external news" that they needed to sit down and come to an agreement. They also shared that they have been exchanging formal proposals several times each week and plan to exchange another set of proposals later this week after staff can update budget documents to reflect the new revenue forecasts (which takes a couple of days of work to write). Additionally,

the Governor has made statements that he is no longer pushing for the same large tax increases that he once was: <http://www.opb.org/news/article/npr-inslee-says-14-billion-tax-package-no-longer-needed/>

### ***Property Tax Levy Swap***

Both the House and the Senate indicate that part of responding to the *McCleary* decision is passing some form of the property tax levy swap. Both chambers have now held some form of a work session or hearing on these proposals. It's clear that the property tax levy swap is complex. It is uncertain whether an agreement on the levy swap can be reached. Even if agreement were reached, it's unclear whether the levy swap proposal can be explained and understood throughout the broader public. The House has a proposal that would have an interim work group study the property tax levy swap and then provide a proposal to the Legislature.

### ***Transportation Revenue Package***

Rumor has it that negotiations on the transportation revenue package continue to progress, and that most of the proposed reforms have been discussed in great detail, with an agreement reached on many of them. It is clear that a final agreement on the transportation revenue package cannot be reached without an agreement on the Operating Budget. The group has not begun negotiating a project list.

### ***Capital Budget***

Negotiations on the Capital Budget are advancing slowly. This is in large part because agreement on the Capital Budget is dependent on agreement on the Operating Budget. There are some broader issues, such as funding for a Washington State Patrol building, the PacMed facility, Maple Lane jail facility, and the funding formula for WWRP, that are being discussed.

### **cal Government Issues**

***Marijuana Revenue - House Bill 2136*** contains those provisions that adjust the tax rates on medical and recreational marijuana, and provide for local revenue sharing. On the final day of the regular legislative session, a tentative agreement on the bill fell apart. On the first day of the Special Session, the House passed the bill, in the same format that it had earlier in the regular session and sent the bill back to the Senate. Negotiators have indicated that while they will build from previous discussions, negotiations on the bill will be starting over. There are a few areas that continue to remain unclear related to the allocation of funding to local governments:

- The amount of revenue that should be allocated to locals in this biennium continues to be debated. The current proposal allocates \$6 million per year (\$12 million for 2015-17) to cities and counties, distributed based on the sales conducted in the jurisdiction. This retail-sales based formula was advanced to incentivize jurisdictions to remove bans.
- After, the 2015-17 biennium, there is debate over what future local revenue allocations should be. Under the current proposal, starting in 2017, if state marijuana tax collections exceed \$25 million: 30% of the revenue above that amount is distributed to cities and counties (up to a maximum of \$15 million until 2019, and a maximum of \$20 million for any year after 2019). This threshold, as well as the cap on the amount that can be distributed in out years continues to be negotiated. 30% of the amount allocated to the local level would be distributed based on the sales conducted in the jurisdiction. The remaining 70% goes to cities and counties based on population. This would be split 60% to counties and 40% to cities and distributed per capita.
- Under the current proposal, any county that bans marijuana sales would receive 20% of the amount that they would be eligible for if they allowed marijuana stores. The Association of

Washington Cities legislative steering committee met last week on this issue and reaffirmed the Board's position that AWC does not think any jurisdiction that bans marijuana should receive marijuana revenue, whether it is a city or a county. This provision may be renegotiated as the bill advances forward.

- Early in the legislative session, there was an effort to preempt local authority to ban marijuana. This language would have required any city or county to go to a vote of the people if they wanted to ban marijuana within the jurisdiction. This issue will likely re-emerge in negotiations.
- The current proposals allow local governments to reduce the buffer for retail stores from 1000 feet down to 100 feet if they choose to do so. This is not allowed for buffers from schools or playgrounds. This provision seems to be agreed to by all negotiators.

**Omnibus Local Government Bill, House Bill 2156** - At the end of the regular legislative session, an omnibus local government bill was developed. That legislation has been highlighted as an issue that will be discussed as part of the special session. Here are the sections of that bill, and each section's current status:

- Part 1: Removes the cap on liquor profit revenues, and restores revenues over multiple biennia. Broad, bipartisan support for this provision of the bill.
- Part 2: County utility tax (not imposed in incorporated areas, or any area where a city is imposing a utility tax). There is strong opposition from the business community and many Republicans on the House Finance Committee. It is likely that this section of the bill will be removed, and perhaps replaced with property tax cap language (see below).
- Part 3: Allows cities to recover nuisance abatement costs through a first priority lien.
- Part 4: Commercial public records request reform. This bill was introduced earlier in the legislative process. There is strong opposition from the newspaper organizations and the coalition for open government. If this provision remains in the bill, it will likely be significantly amended.
- Part 5: Allows cities and counties to participate in the PEBB system.
- Part 6: Cultural Access Fund legislation.
- Part 7: Provides an additional .01 sales tax increase authority to counties for mental health, councilmatic.
- Part 8: Annexation sales tax changes that only impact Seattle.
- Part 9: Makes .01 of the existing .03 public safety sales tax councilmatic for counties to impose.
- Some House supporters of HB 2156 have expressed interest in dividing the bill into several sections to minimize the chances of the entire bill dying due to some of the more controversial issues included in the plan- initial thoughts about strategy would break HB 2156 into separate bills:
  - Part 1 (Liquor Profits), Part 3 (Abatement), Part 5 (PEBB), and Part 8 (Seattle annexation) would be put together in the "non-controversial items bill"
  - Part 4 (Commercial Public Records) would be addressed individually. Rep. Terry Nealey (R-Dayton) has been working on developing a compromise proposal.
  - Part 6 (Cultural Access Fund) and Part 7 (Mental Health Sales Tax) might be dealt with as a package.

**Removing the Property Tax Cap** - In addition to House Bill 2156, local governments have been working to advance an effort to remove the 1% cap on the property tax. House Bill 2255 was introduced by Rep. Larry Haler (R- Richland) and Rep. Ross Hunter (D- Medina) two weeks ago. The bill replaces the 1% cap with CPI and population change, not to exceed 5%. Following the introduction of the legislation, there was a series of press articles.

**REET Flexibility** – Throughout the legislative session, cities, counties, and realtors worked to reach an agreement on a REET flexibility proposal (the current flexibility between REET 1 and REET 2 is scheduled to sunset). Throughout special session, the associations have continued working on developing a compromise proposal. The most current proposal maintains existing flexibility with REET through 2016 for jurisdictions that do the following:

- Demonstrate adequate funding for REET 1 uses over next 2 years as shown through a capital facilities plan, or other non-GMA document.
- The jurisdiction must develop a REET report shows how local REET was used the previous 2 years, and is proposed to be used in the next 2 years. There must be a public hearing on the report.
- The jurisdiction does not have enacted any requirement on the listing, leasing, or sale of real property, unless such requirement is either specifically authorized by state or federal law or is a seller or landlord disclosure requirement.
- Any locally enacted seller or landlord disclosure agreement is not effective until it is posted to the MRSC website.

The associations are currently seeking feedback on this latest iteration.



Business of the City Council  
City of Gig Harbor, WA

**Subject: Fire Protection System Impairment Program Policy**

**Proposed Council Action: Adopt the Fire Protection System Impairment Program Policy**

**Dept. Origin:** Administration

**Prepared by:** Molly Towslee *MT*

**For Agenda of:** June 8, 2015

**Exhibits:** Policy

Initial & Date

**Concurred by Mayor:** *JG 5-22-15*

**Approved by City Administrator:** *RW 5/22/15*

**Approved as to form by City Atty:** *N/A*

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

Expenditure Required	Amount Budgeted	Appropriation Required	N/A
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**INFORMATION / BACKGROUND**

During the most recent RMSA Bi-Annual Loss Prevention Report, a recommendation was made to formally adopt the RMSA Fire Protection Impairment Program.

The purpose of this policy is to provide guidance on when and how fire protection systems and their components are to be disabled and re-enabled at publically owned facilities such as the Civic Center and Eddon Boatyard; both which are partially protected by automatic fire sprinkler systems.

This policy works with in conjunction with the existing Operation Policy B15-01 – Fire Watch Requirements.


**FISCAL CONSIDERATION** None.

**BOARD OR COMMITTEE RECOMMENDATION** None.

**RECOMMENDATION / MOTION**

**Move to:** Adopt the Fire Protection System Impairment Program Policy.



	<b>CITY OF GIG HARBOR – POLICIES AND PROCEDURES</b>	
	<b>TITLE: Fire Protection System Impairment Program</b>	
<b>POLICY MANUAL SECTION &amp; NO.</b> A-15-02	<b>EFFECTIVE DATE: 06/08/15</b> <b>REVISED DATE:</b>	<b>APPROVED:</b>

**PURPOSE**

The purpose of the program is to provide guidance on when and how fire protection systems and their components are to be disabled and re-enabled at publically owned facilities.

**POLICY**

The City of Gig Harbor (“Employer”) wishes to adopt the AWC RMSA Fire Protection Impairment Program. This policy works in conjunction with the existing Operation Policy B15-01 - Fire Watch Requirements.

**PROCEDURE**

Employees and contractors shall follow this procedure whenever it is necessary to disable a fire protection system. This procedure applies to all fire suppression systems, fire detection systems and fire alarm systems and their components. This includes planned or emergency outages of the system or devices. Sprinkler impairment requirements can be found in the *International Fire Code* Section 901.7. This is the code adopted by the State of Washington and applies to all municipalities.

**Before a Planned Impairment:**

1. Determine the expected duration of the impairment, and the area of the building involved.
2. Inspect the areas or buildings involved and determine the increased risk.
3. Get written authorization from the Member’s Impairment Coordinator to shut down the fire protection system.
4. Notify the public fire service so they can be ready to handle any emergency that might occur.
5. Notify the alarm company of any electronically monitored system will be out of service.
6. If the impairment will exceed 4 hours, use the online RMSA fire protection system impairment notification
7. Assign a fire watch to patrol area where protection is out of service.
8. Plan to have temporary fire protection on hand: extra fire extinguishers or charged fire hose lines if applicable.
9. Shut down any hazardous operations involving flammable liquids or spark generating equipment.
10. Relocate if possible combustible materials from an impaired sprinkler area to an area protected with sprinklers.

11. Expedite the work. Workers, materials, equipment and tools should be ready before any system is shut off.
12. Attach the impairment tag to the affected fire protection valve or control panel.
13. Notify employees in area that fire protection systems will be shut off.
14. If the impairment is prolonged, consider setting up temporary sprinkler protection, by running a hose from the hydrant to the 2-inch drain of an active sprinkler system.
15. Determine how to quickly return the sprinkler system to service in case a fire occurs during the impairment.
16. Lastly, shut down the affected fire protection system and begin work.

### **During the Impairment**

1. Prohibit all hot work including cutting and welding. If hot work is essential to complete the work, discuss in advance with the fire marshal or the Member's head of Facilities or Maintenance.
2. Patrol area where protection is out of service. If the impairment occurs for after hours, or if the alarm notification system is also impaired, the building has to be occupied by a designated fire patrol 24 hours. A fire patrol is not required if either the automatic sprinkler system or the fire detection system remains in service.
3. Prohibit smoking at all times.

### **Emergency Impairment**

1. For unplanned impairments such as a sprinkler pipe leaking or breaking up after a freeze, immediate action must be taken to control a major loss.
2. Stabilize the situation and immediately follow the procedures outlined in the "Before a Planned Impairment" section.
3. After repairs have been completed follow the procedures in "After the Impairment".

### **Hidden Impairment**

The hidden impairment can be prevented by:

1. Locking all sprinkler control valves in the open position with a sturdy lock and chain.
2. Inspecting all electronically monitored or locked sprinkler control valves monthly to assure that they are in the open position. Valves not secured should be inspected weekly.
3. Inspect, test and maintain all fire alarm and fire detection devices annually.

If the protection system is found impaired, the conditions should be immediately reported to your Impairment Coordinator, and to RMSA.

### **The Fire Protection System Impairment Tag**

The Fire Protection System Impairment Tag helps you plan and manage impairments and restore full fire protection. Hang the tag on the control valve or impaired device. The tag acts as a reminder that authorization is needed before the system can be shut down and to indicate that a system, or portion thereof, has been removed from service.

**After the Impairment**

1. Open all valves that were secured during the impairment.
2. Remove Impairment Tag once valves are open.
3. Lock sprinkler control valves in the wide open position.
4. Conduct a 2-inch drain test in the wide open position.
5. Ensure the fire protection system is placed back to "automatic" service.
6. Reset alarm system and notify the alarm company.
7. Notify the public fire department.
8. Notify the Member's Impairment Coordinator.
9. Notify affected employees that fire protection system is back in service.
10. Use the online RMSA fire protection system impairment restoration form
11. Keep completed impairment notification form on file for one year.

**Employee Training**

The following Member personnel should be trained in the Sprinkler Impairment procedures.

1. All Facility and Maintenance Department managers and supervisors.
2. All Maintenance Department personnel that work with the sprinkler and fire protection systems.
3. The head custodian and the lead custodian on each shift at every building site that has a sprinkler system.

**Contractors Must Follow Sprinkler Impairment Procedures**

All contractors that work on the fire protection system or need to shut off the fire protection system during construction, remodeling or short duration repairs must follow the Fire Protection System Impairment procedures outlined in the Member's program. A copy of the procedures should be issued to the contractor(s) and a signed receipt is required that verifies they have read and will comply with the Member's procedures.

Contractors must coordinate with the Facilities Department or the head custodian at the building site before closing a sprinkler valve to ensure that all Fire Protection System Impairment steps are followed and action to mitigate fire losses are taken. The fire protection system must be restored to full service as soon as possible to provide fire protection to the building.



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Closed Record Decision- Harbor Hill S7 Final Plat and Final PRD Approval (PL-FPLAT-15-0002, PL-FPRD-15-0002)

**Proposed Council Action:** Adopt resolution No. 993 approving the final plat and final PRD of Harbor Hill Division S7

**Dept. Origin:** Planning Department

**Prepared by:** Kristin Moerler, Associate Planner *KM*

**For Agenda of:** June 8, 2015

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

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** Ron W 6/3/15

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

**Approved by Finance Director:** NA

**Approved by Department Head:** JK 6/1/15

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

Attached for your consideration is a resolution approving the final plat and final planned residential development for Division S7 of Harbor Hill, located south of Borgen Blvd. and north of the S8 Division of Harbor Hill. This division includes the M2 future development tract, 25 single family residential lots, establishes the gateway park and a portion of the south Wetland loop trail for future dedication to the City under the development agreement, PRD related buffers/open spaces and infrastructure required to serve the division. The applicant has bonded for the infrastructure and amenities contained within the S7 Division. Construction of this division has recently begun and is anticipated to be complete by the end of October.

The applicant is Harbor Hill LLC, represented by John Chadwell. The preliminary plat and PRD were conditionally approved by the City Hearing Examiner on December 30, 2010. The site is the subject of a development agreement with City Council dated November 9, 2010, amended November 26, 2012 and April 28, 2014. Three major amendments have been approved by the Planning Director since the initial approval by the Hearing Examiner.

The M2 future development tract has an approved site plan for the Heron's Key Continuing Care Retirement Community development. The first phase of Heron's Key is anticipated to begin construction this summer.

**POLICY CONSIDERATIONS**

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

for the approval of the final plat/PRD. Please refer to the attached Planning Director's Recommendation for staff's review of the proposal.

**ENVIRONMENTAL ANALYSIS**

The City issued a Mitigated Determination of Non-Significance (MDNS) for the preliminary plat, planned residential development, rezone and design review of the subdivision of three parcels into 554 single family lots and two multiple family lots that would be developed with a total of 270 units on November 17, 2010. Additionally a SEPA Addendum was issued July 31, 2013. This phase conforms to the requirements of the MDNS.

**FISCAL CONSIDERATION**

The proposal does not include any significant fiscal impacts.

**PLANNING DIRECTOR RECOMMENDATION**

Move to adopt resolution No. 993 approving the final plat and final PRD of Harbor Hill Division S7.



TO: Mayor Guernsey and City Council  
FROM: Jennifer Kester, Planning Director  
SUBJECT: Closed Record Decision-Final Plat/Final PRD Approval-Harbor Hill S7  
DATE: June 3, 2015

**INFORMATION/BACKGROUND:**

The applicant, Harbor Hill LLC, has requested final plat approval for Division S7 of Harbor Hill to allow the segregation of the M2 future multifamily development tract, 25 single family residential lots, establishes the gateway park and a portion of the south Wetland loop trail for future dedication to the City under the development agreement, PRD related buffers/open spaces and infrastructure required to serve the division. The site is located south of Borgen Blvd. and north of Harbor Hill Division S8. The City has a Development Agreement with this developer that provides for phasing, vesting and amends development regulations.

The preliminary plat/PRD was approved by the City in December 30, 2010 to allow the segregation of the 200 acre site into 554 single family lots and two future development tracts for multi-family development; subject to 16 conditions of approval. The Planning Director has approved three major revisions to the preliminary plat and PRD as authorized by the Development Agreement. The first revision was known as the M2 Revisions which expanded the M2 lot and revised the location of the wetland mitigation, approved August 2, 2013. The second revision to be approved was the North Revisions approved on July 14, 2014 which affected grading, setbacks and impervious areas in the N2-5 divisions. The South revisions were approved on July 29, 2014, it further expanded the M2 lot area and removed several single family lots. None of the revisions substantially affect the S7 division.

The Development Agreement requires that the gateway park (tract 939) be dedicated to the City prior to the issuance of occupancy certificates for the M2 tract. The applicant will be constructing the park along with the other infrastructure in this phase. Phase one of the Heron's Key CCRC is planning to start construction in July. The tract will be dedicated to the City after construction of the park, and prior to the occupancy of the Heron's Key CCRC.

While the entire south wetland loop trail is required to be dedicated to the City prior to the issuance of occupancy certificates for 400 dwellings within the Harbor Hill Plat/PRD. As of June 3, 2015 the project has obtained occupancy for 233 dwellings (172 apartments and 61 single family homes). This threshold has not yet been met, however for the first time the number of units located in an area that has received final plat will exceed 400 dwelling units. Upon the recording of the S7 division, final plat will have occurred for 237 single family lots and 172 apartment units. The first phase of the Heron's Key CCRC includes the equivalent of 77.3 dwellings. Submitted building permits for Harbor Hill dwellings (of all types of units including those at Heron's Key and at all stages of review or construction) as of June 3, 2015 total the equivalent of 359 dwellings. The timeline for the dedication of the trail will depend on the rate of the construction of the single family homes within the platted divisions. The developer will retain tract C for the interim.

The following is an analysis of the request for consistency with the city's requirements for final plat and final PRD approval and with the conditions of approval imposed upon the project.

#### **POLICY CONSIDERATIONS: Final PRD**

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

#### **GHMC 17.89.080 Criteria for approval of final PRD application.**

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

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

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

The S7 Division includes the gateway park feature in tract 939 and a portion of the south wetland loop trail in tract, both of which will be dedicated to the City per the development agreement.

Other PRD improvements in this division include a homeowners park, a number of trail connections and an internal buffer located between the back of the lots and the wetland loop trail tract that will be owned by the City in the future. All features proposed in the preliminary PRD have been maintained in the approved civil plans and the construction of the required improvements have been bonded for in accordance with the Development Agreement.

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

The City Engineer has accepted a performance bond for the construction of the required and uncompleted infrastructure elements required to serve Division S7 of the PRD. A detailed analysis of how the conditions of approval have been met for this division starts on page 4 of this document.

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

The Fire Marshall has approved Division S7 of the PRD. A detailed analysis of how the conditions of approval have been met for this division starts on page 4 of this document.

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

The Planning Director has reviewed Division S7 for compliance with the conditions of approval. A detailed analysis of how the conditions of approval have been met for this division starts on page 4 of this document.

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

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



**POLICY CONSIDERATIONS: Final Plat**

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

**GHMC 16.06.004-Recommendation as prerequisites for final plat approval:**

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

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

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

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

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

- C. Approval of the city engineer.

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

**GHMC 16.06.005-Criteria for approval of subdivisions:**

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

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

Division S7 of the Harbor Hill Plat/PRD has met the requirements of the municipal code. The proposed subdivision conforms to all applicable zoning ordinances and the comprehensive plan. The applicant has complied with the requirements to dedicate streets, open space and utility and access easements. The approved civil plans document that the construction of required improvements will comply with the City's adopted public works construction standards. For those improvements that have not yet been completed, the applicant has bonded for the work pursuant to GHMC 16.08 and the

Development Agreement. In addition the final plat contains the required certificates from the owner, surveyor, and city and county officials.

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

The proposed final plat of Harbor Hill Division S7 conforms to the conditions of the preliminary plat/PRD as follows:

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

**The MDNS issued for the proposal included three mitigation requirements:**

- A. The applicant shall implement the public infrastructure improvements proposed in the plan set dated August 17, 2010, revised October 4, 2010.

The Harbor Hill Phase S7 civil construction plans provide the required infrastructure for the S7 Division in accordance with the Harbor Hill PRD Infrastructure Phasing Plan. The infrastructure is currently under construction and the City holds a performance bond for the work. The City and the applicant agreed in writing to the following:

1. The infrastructure contained in Civil Permit EN-15-0007 (and bonded for under surety #490995S) shall be completed by the applicant and accepted by the City on or before October 31, 2015 unless an extension is granted at the sole discretion of the City Engineer related to wet weather delays or other unavoidable construction delays; and
2. The applicant shall maintain control of the on-site and off-site construction limits until such time as the infrastructure improvements are completed and accepted by the City. "Control of the on-site and off-site construction limits" is understood to mean that use of the improvements and access to and from the limits of construction is restricted by the applicant by installation of road closure barricades to seal off all access to public traffic. The liability for use of the construction site and improvements lies solely with the applicant.
3. A certificate of occupancy for any building permit shall not be issued until all of the infrastructure improvements have been completed and accepted by the City, notwithstanding possible future written agreements.

Conditions of approval reflecting this understanding have been placed in the Resolution drafted to approve the final plat and PRD requiring compliance with these conditions.

- B. The applicant shall install a permanent buffer fence with signage every 100 feet along the edge of all wetland buffers adjacent to the proposed park and trail areas, and along the edge of created wetland area. Fence design shall be of a split rail design with two rails, or an equivalent design. Signage shall be approved by the Planning Department prior to installation.

The Planning Director has accepted a bond for the required wetland signage and fencing contained within the S7 Division.

- C. At the end of the five year monitoring period, the applicant shall submit a wetland delineation and survey to verify the created wetland meets the square footage requirements.

The mitigation areas contained within this division were bonded for as a part of the S9 division which impacted wetlands. It has not yet been five years.

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

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

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

Fire Flow requirements have been met. Pavement markings and signage plans are included in the civil construction drawings. Furthermore, a note has been added to the civil plans that allows the fire marshal to require additional "No Parking – Fire Lane" signs and/or curb markings.

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

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 3 of the final plat.

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

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 3 of the final plat.

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

Survey control monument locations are shown on the civil construction plans. The applicant has included this requirement in the list of conditions contained on sheet 3 of the final plat.

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

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

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

- a) WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT".
- b) "MAINTAINING ADEQUATE SITE DISTANCE AT ALL VEHICULAR ACCESS POINTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO MAINTAIN ADEQUATE SITE DISTANCE AT PRIVATE ACCESS POINTS

LOCATED WITHIN THIS PLAT."

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

The required notes have been included on the final plat.

**HEX Condition 9:** AN ASSOCIATION OF OWNERS SHALL BE FORMED AND CONTINUED FOR THE PURPOSE OF MAINTAINING THE COMMON OPEN SPACE. THE ASSOCIATION SHALL BE CREATED AS AN ASSOCIATION OF OWNERS UNDER THE LAWS OF THE STATE AND SHALL ADOPT AND PROPOSE ARTICLES OF INCORPORATION OR ASSOCIATION AND BYLAWS, AND ADOPT AND IMPROVE A DECLARATION OF COVENANTS AND RESTRICTIONS ON THE COMMON OPEN SPACE THAT ARE ACCEPTABLE TO THE CITY IN PROVIDING FOR THE CONTINUING CARE OF THE SPACE. NO COMMON OPEN SPACE MAY BE PUT TO A USE NOT SPECIFIED IN THE FINAL DEVELOPMENT PLAN UNLESS THE FINAL DEVELOPMENT PLAN IS FIRST AMENDED TO PERMIT THE USE. NO

CHANGE OF USE MAY BE CONSIDERED AS A WAIVER OF ANY OF THE COVENANTS LIMITING THE USE OF COMMON OPEN SPACE AREA, AND ALL RIGHTS TO ENFORCE THESE COVENANTS AGAINST ANY USE PERMITTED ARE EXPRESSLY RESERVED TO THE CITY AS WELL AS THE OWNERS. ALTERNATIVELY, THE COMMON OPEN SPACE MAY BE CONVEYED TO A PUBLIC AGENCY WHICH AGREES TO MAINTAIN THE COMMON OPEN SPACE AND ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, WHICH HAVE BEEN PLACED UPON IT.

An association of the owners has been formed and recording information is shown on the face of the plat.

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

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

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

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

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

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

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

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

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

The M2 multifamily future development tract has applied for and received site plan approval under separate application.

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

Harbor Hill Division S7 complies with the terms of the development agreement.

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

Two transit stops locations were constructed with Division 1A including on located at the northwestern edge of this division. Fees were paid to Pierce Transit for the installation of the bus stop features. Pierce Transit will install the actual bus stop features when they are ready to add the new stops to their routes.

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

The Heron's Key Development has demonstrated compliance with this condition in their approved site plan.

**PD Condition 18:** FOR THIS AND ALL FUTURE MODIFICATIONS OR ALLOCATIONS, THE APPLICANT SHALL PROVIDE AN ACCOUNTING OF THE PROPOSED ALLOCATION OF WATER, SEWER AND TRANSPORTATION CAPACITY RESERVED FOR THE PROJECT UNDER

THE CONCURRENCY REQUIREMENTS. THIS MAY BE ACCOMPLISHED BY PROVIDING A TABLE LISTING EACH PHASE OR LOT OF THE DEVELOPMENT WITH THEIR ASSOCIATED WATER, SEWER AND TRANSPORTATION CAPACITY RESERVATIONS TO SHOW THAT THE PROPOSAL IS IN ACCORDANCE WITH THE TOTAL CAPACITIES RESERVED. THIS IS INTENDED SOLELY FOR THE PURPOSE OF TRACKING THE TOTAL AMOUNTS AS THESE AMOUNTS ARE TIED TO THE ENTIRE PROJECT AND NOT TO SPECIFIC PHASES OR LOTS. THE APPLICANT HAS DISCRETION TO ALLOCATE THE RESERVED CAPACITIES TO VARIOUS PHASES OR LOTS WITHIN THE PROJECT LIMITS IN ACCORDANCE WITH SECTION 15 CAPACITY RESERVATIONS OF THE HHDA.

Harbor Hill has provided an updated allocation documenting that the S7 division has been adequately allocated water, sewer and transportation capacity in accordance with the Development Agreement and this condition.

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

Three lots remain that require removal, presently the applicant has indicated they will be removed from the future S2-S6 divisions.

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

This condition clarifies that while the North revisions functionally only change standards in the N2-N5 phases, the other areas are affected by the assumptions made within that decision. This division complies with the assumptions made and allowed density.

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

No such lots occur within the S7 division.



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

This sheet was provided by the applicant on July 16, 2014.

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

The above condition affects division N2-N5, the grading proposed for this division maintains perimeter buffer materials as originally approved.

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

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

- D. **Director's Decision:** Jennifer Kester, Planning Director, recommends that the City Council move to adopt the resolution approving the final plat/PRD for Harbor Hill Division S7.

**RESOLUTION NO. 993**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT AND FINAL PRD FOR DIVISION S7 OF HARBOR HILL, LOCATED SOUTH OF BORGEN BLVD. AND NORTH OF THE PLAT OF HARBOR HILL DIVISION S8; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBERS 4003100800 AND 0222311000, AND CITY OF GIG HARBOR FILE NO. PL-FPLAT-15-0002 AND PL-FPRD-15-0002.**

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WHEREAS, on December 30, 2010, the City of Gig Harbor Hearing Examiner conditionally granted preliminary plat and preliminary planned residential development (PRD) approval to Harbor Hill, located north and south of Borgen Blvd. and east of the Harbor Hill Business Park and the Ridge at Gig Harbor Subdivision; and

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

WHEREAS, Division S7 is an approved phase of the Harbor Hill Preliminary Plat and PRD located south of Borgen Blvd. and north of the plat of Harbor Hill Division S8, a portion of Pierce County Assessor-Treasurer Parcel Number 4003100800 and 0222311000, containing the M2 future multifamily development tract, 25 single family residential lots, the gateway park, a portion of the south Wetland loop trail, PRD related parks/buffers/open spaces and infrastructure required to serve the division; and

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

WHEREAS, on April 28, 2014 the City Council approved Amendments to the Development Agreement expanding the area where independent and assisted living facilities and skilled nursing facilities are allowed, modifying the provisions for model homes and updating the infrastructure phasing plan; and

WHEREAS, following the approval of the amended development agreement the owner applied for and received approval of three major preliminary plat and preliminary PRD revisions on August 2, 2013, July 14, 2014, and July 29, 2014; and

WHEREAS, the applicant submitted and received approval on January 20, 2015 for Civil Construction Plans for the S7 division of the plat/PRD (Case # EN-15-0007); and

WHEREAS, the applicant has posted performance bonds for the public and private infrastructure required in the preliminary plat/PRD approval for the S7 Division; and

WHEREAS, street names being utilized in Harbor Hill Division S7 was previously approved by the City on October 14, 2013; and

WHEREAS, an application for final plat and final PRD approval was submitted to the City on April 16, 2015; and

WHEREAS, the applications submitted for final plat and final PRD approval were deemed to be complete on April 16, 2015; and

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

WHEREAS, the City requested revisions on May 14, 2015 to the final plat/PRD drawing; and

WHEREAS, the applicant submitted the requested revisions on May 20, 2015;  
and

WHEREAS, the City requested revisions to the final plat/PRD drawing on May  
22, 2015; and

WHEREAS, the applicant submitted the requested revisions on May 29, 2015;  
and

WHEREAS, the City requested minor spelling revisions and removal of a line to  
the final plat/PRD drawing on June 1, 2015; and

WHEREAS, the applicant submitted the requested revisions on June 2, 2015;  
and

WHEREAS, on May 26, 2015 the City authorized the relinquishment of two  
existing stormwater easements, these easements still appear on the face of the final  
plat as the relinquishment has only just been recorded but will be removed before  
recording of the final plat; and

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

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

WHEREAS, the City Council reviewed the application for the final plat at its  
regular meeting of June 8, 2015; Now, Therefore,

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

Section 1. Findings

A. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 16.06.005, the Harbor Hill Division S7 subdivision, subject to the conditions imposed in Section 2:

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

B. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 17.89.080, the Harbor Hill Division S7 Final PRD, subject to the conditions imposed in Section 2:

1. Provides all features and amenities identified in the preliminary PRD;
2. Complies with the conditions of approval required by the City Engineer;
3. Complies with all conditions of approval required by the Fire Marshal;

4. Complies with all conditions of approval required by the Planning Director and a performance bond has been accepted in lieu of construction for required landscaping and amenities contained within Division S7;
5. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 17 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

Section 2. Approval; Conditions

The City Council hereby approves Harbor Hill Division S7 Final Plat and Final PRD, File Nos. PL-FPLAT-15-0002 and PL-FPRD-15-0002, subject to the following conditions:

1. The landscape and PRD improvements contained in Division S7 (and bonded for under surety #490999S) shall be completed by the applicant and accepted by the City within the timelines established within the bonds unless an extension is granted by the Planning Director; and
2. The infrastructure contained in Civil Permit EN-15-0007 (and bonded for under surety #490995S) shall be completed by the applicant and accepted by the City on or before October 31, 2015 unless an extension is granted at the sole discretion of the City Engineer related to wet weather delays or other unavoidable construction delays; and
3. The applicant shall maintain control of the on-site construction limits until such time as the infrastructure improvements are completed in its entirety and accepted by the City. "Control of the on-site construction limits" is understood to mean that use of the improvements and access to and from

the limits of construction is restricted by the applicant at the applicant's sole discretion and liability for use of the construction site and improvements lies solely and completely with the applicant; and

4. No certificate of occupancy for any building permit within this Division will be issued unless the infrastructure improvements have been completed in its entirety and accepted by the City, notwithstanding possible future written agreements,
5. Prior to presenting the final plat to the City for recording, the applicant shall remove the recently relinquished stormwater easements recorded under AFN 200005080090, and 200005080092.

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

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

RESOLVED this 8 day of June, 2015.

APPROVED:

\_\_\_\_\_  
JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_  
Angela G. Summerfield

FILED WITH THE CITY CLERK: 06/03/15  
PASSED BY THE CITY COUNCIL: 06/08/15  
RESOLUTION NO. 993



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

In the Matter of the Application of

**OPG Properties LLC**

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

for Preliminary Plat, PRD and  
Rezone Approval

**Background**

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

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

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

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

**Findings of Fact**

**THE APPLICATION**

1. OPG Properties LLC, ("Applicant"), proposes a residential subdivision and planned residential development ("PRD") of 200 acres in three parcels (Assessor's Parcels 0222308002, 0222311000, and 0222311009) located north and south of Borgen Boulevard NW generally between Peacock Hill Avenue NW and 51<sup>st</sup> Avenue. In addition to approval of the preliminary plat and PRD, Applicant seeks a rezone from RLD to RLD-PRD to implement the PRD and the approval of an alternative landscape plan.
2. Applicant proposes that the plat be reviewed as a PRD under Chapter 17.89. The intent of the PRD is to allow for more creative and imaginative projects than possible

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

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

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

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

#### **THE SITE**

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

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

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

#### **THE PROPOSAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **REZONE**

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

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

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

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

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

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

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

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

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

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

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

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

#### **SUBDIVISION**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

#### **PLANNED RESIDENTIAL DEVELOPMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Conclusions

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

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

### Decision

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

Dated this 30<sup>th</sup> day of December 2010

*Margaret Klockars*

Margaret Klockars  
Hearing Examiner

### Concerning Further Review

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

### Parties of Record

John Chadwell  
OPG Properties LLC  
19245 10<sup>th</sup> Avenue NE  
Poulsbo, WA 98370

Gerald Buck  
Triad Associates  
12112 115<sup>th</sup> NE  
Kirkland, WA 98034

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

Jennifer Starks  
3807 105<sup>th</sup> St. Ct. NW  
Gig Harbor, WA 98332

Steven Kunkel  
11271 Borgen Loop  
Gig Harbor, WA 98332

Dennis Loewe  
4615 131<sup>st</sup> St. Ct. NW  
Gig Harbor, WA 98332

Alan Fure  
Triad Associates  
12112 115<sup>th</sup> NE  
Kirkland, WA 98034

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

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

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

Exhibits in the record

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

**ATTACHMENT A**

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



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

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

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

VOL/PG

# HARBOR HILL

## DIVISION S7 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

PORTIONS OF THE NW 1/4 OF THE NE 1/4, OF THE SW 1/4 OF THE NE 1/4, OF THE SE 1/4 OF THE NE 1/4  
AND OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 22 N., RANGE 2 E., W.M.  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

### DEDICATION

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

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

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

TRACT X IS A FUTURE DEVELOPMENT TRACT AND IS RETAINED BY HARBOR HILL LLC, A WASHINGTON LIMITED LIABILITY COMPANY.

TRACT M2 IS A FUTURE MULTI-FAMILY DEVELOPMENT TRACT AND IS RETAINED BY HARBOR HILL LLC, A WASHINGTON LIMITED LIABILITY COMPANY.

TRACTS 937 AND 939 IS AN OPEN SPACE TRACT TO BE HELD BY HARBOR HILL LLC FOR THE FUTURE DEDICATION TO THE CITY OF GIG HARBOR. UNTIL SUCH TIME AS THE TRACT IS DEDICATED TO THE CITY, THE HARBOR HILL MASTER RESIDENTIAL OWNERS ASSOCIATION SHALL MAINTAIN THE IMPROVEMENTS IN THIS TRACT.

TRACTS 916, 917, 918, 921, 934, 935, 938, 963 AND 964, ARE OPEN SPACE TRACTS AND ARE HEREBY CONVEYED AND QUITCLAIMED AS A GIFT, FOR NO MONETARY OR OTHER VALUABLE CONSIDERATION, BY THE UNDERSIGNED OWNER TO THE HARBOR HILL MASTER RESIDENTIAL OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT.

TRACT 921 IS A DETENTION TRACT THAT INCLUDES REQUIRED OPEN SPACE AND TRAILS AND IS HEREBY CONVEYED AND QUITCLAIMED AS A GIFT, FOR NO MONETARY OR OTHER VALUABLE CONSIDERATION, BY THE UNDERSIGNED OWNER TO THE HARBOR HILL MASTER RESIDENTIAL OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT.

BY:  
ITS:

### ACKNOWLEDGMENTS

STATE OF WASHINGTON }  
COUNTY OF } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS \_\_\_\_\_ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

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

### LEGAL DESCRIPTION

PER FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE THIRD REPORT (AMENDED) NO.5003353-2418406, DATED MAY 21, 2015.

PARCEL A:

TRACT X, HARBOR HILL DIVISION 5-B, ACCORDING TO PLAT RECORDED MAY 15, 2015 UNDER PIERCE COUNTY AUDITOR'S FILE NO. 201500155010, RECORDS OF PIERCE COUNTY, WASHINGTON.

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

PARCEL B:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M.

EXCEPT ROADS.

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

### CITY OF GIG HARBOR APPROVAL BLOCK

#### MAYORAL APPROVAL

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR, CITY OF GIG HARBOR

#### CITY CLERK'S CERTIFICATE

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

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
CITY CLERK, CITY OF GIG HARBOR

#### CITY PLANNING DIRECTOR

I HEREBY CERTIFY THAT THIS PLAT OF HARBOR HILL DIVISION S7 IS IN CONFORMANCE WITH THE CITY OF GIG HARBOR COMPREHENSIVE PLAN, ZONING CODE, DEVELOPMENT AGREEMENT, AND APPROVED PLANNED RESIDENTIAL DEVELOPMENT. THE SUBDIVISION COMPLIES WITH THE CITY'S DEVELOPMENT REGULATIONS UNDER CHMC TITLES 16 AND 17.

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
PLANNING DIRECTOR, CITY OF GIG HARBOR, WASHINGTON DATE

#### CITY ENGINEER'S CERTIFICATE

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

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
CITY ENGINEER, CITY OF GIG HARBOR, WASHINGTON DATE

#### COUNTY ASSESSOR-TREASURER

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

\_\_\_\_\_  
ASSESSOR-TREASURER, PIERCE COUNTY, WASHINGTON DATE

#### COUNTY AUDITOR

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., RECORDS OF PIERCE COUNTY AUDITOR, TACOMA WASHINGTON.

RECORDED UNDER AUDITOR'S FILE NO. \_\_\_\_\_

\_\_\_\_\_  
PIERCE COUNTY AUDITOR BY DATE

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

#### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF HARBOR HILL DIVISION S7 CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF HARBOR HILL LLC 2015, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, WILL BE OR HAVE BEEN SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS DESCRIBED AND SHOWN HEREON AS "SET" WILL BE OR HAVE BEEN SET; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREON THAT ARE SHOWN "TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.



*Robert Wallis*  
ROBERT E. WALLIS, PLS  
SURVEYOR. CERTIFICATE NO. 18102  
TRAD  
20300 WOODINVILLE SNOHOMISH RD NE  
SUITE A- WOODINVILLE, WA 98072  
PHONE: (425) 415-2000

HARBOR HILL, DIVISION S7  
CITY OF GIG HARBOR  
FILE NUMBER: PL-FPLAT-15-0002  
CITY OF GIG HARBOR,  
PIERCE COUNTY, WASHINGTON

#### AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 AT \_\_\_\_\_ M., IN VOL. \_\_\_\_\_ OF PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_

DIVISION OF RECORDS AND ELECTIONS

\_\_\_\_\_  
MANAGER SUPERINTENDENT OF RECORDS



PORTIONS OF THE NW 1/4 OF THE NE 1/4, OF THE SW 1/4 OF THE NE 1/4, OF THE SE 1/4 OF THE NE 1/4 AND OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 22 N., RANGE 2 E., W.M.

JOB NO 08-058

SHEET 1 OF 8

VOL/PG

VOL/PG

# HARBOR HILL

## DIVISION S7 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

PORTIONS OF THE NW 1/4 OF THE NE 1/4, OF THE SW 1/4 OF THE NE 1/4, OF THE SE 1/4 OF THE NE 1/4  
AND OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 22 N, RANGE 2 E, W.M.  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

### EXCEPTIONS NOTED IN TITLE REPORT

3. RESERVATIONS AND EXCEPTIONS, INCLUDING THE TERMS AND CONDITIONS THEREOF:  
RESERVING: OIL, COAL, GAS AND MINERALS AND/OR MINERAL RIGHTS OF ANY NATURE  
RESERVED BY: POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP  
RECORDED: MAY 27, 1986  
RECORDING INFORMATION: 8605270396  
WE NOTE NO EXAMINATION HAS BEEN MADE REGARDING THE TRANSFER OR TAXATION OF THE RESERVED RIGHTS.  
AFFECTS: PARCELS A & B
4. INTENTIONALLY DELETED
5. INTENTIONALLY DELETED
6. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "WETLANDS EASEMENT AGREEMENT OLYMPIC PROPERTY GROUP LLC EAST-WEST ROADWAY WETLANDS EASEMENT"  
RECORDED: MAY 8, 2000  
RECORDING NO.: 200005080089  
AFFECTS: PARCEL A
7. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ACCESS AND STORM WATER CONVEYANCE SYSTEM EASEMENT AGREEMENT"  
RECORDED: MAY 8, 2000  
RECORDING NO.: 200005080090  
AFFECTS: PARCEL A
8. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "STORM WATER POND EASEMENT AGREEMENT"  
RECORDED: MAY 8, 2000  
RECORDING NO.: 200005080092  
AFFECTS: PARCEL A
9. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ALLOCATION AGREEMENT"  
RECORDED: MAY 17, 2000  
RECORDING NO.: 200005170157  
AFFECTS: PARCELS A & B
10. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDING INFORMATION: 200101120655  
IN FAVOR OF: PENINSULA LIGHT COMPANY, CENTURY TELEPHONE DEV INC., AND AT&T CABLE SERVICES, INC.  
FOR: UTILITIES  
AFFECTS: PARCELS A & B
11. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL, LLC, FOR THE HARBOR HILL DEVELOPMENT"  
RECORDED: NOVEMBER 16, 2010  
RECORDING NO.: 201011160780  
AMENDMENT THERETO RECORDED UNDER 201212040216 AND 201405010313.  
AFFECTS: PARCELS A & B
12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL, LLC, FOR THE HARBOR HILL DEVELOPMENT"  
RECORDED: NOVEMBER 24, 2010  
RECORDING NO.: 201011241249  
AFFECTS: PARCELS A & B
13. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "JOINDER AGREEMENT"  
RECORDED: DECEMBER 2, 2010  
RECORDING NO.: 201012020196  
AFFECTS: PARCELS A & B
14. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT"  
RECORDED: APRIL 25, 2012  
RECORDING NO.: 201204250237  
AFFECTS: PARCELS A & B
15. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES:  
RECORDING INFORMATION: 201204250238  
AMENDMENT THERETO RECORDED UNDER 201312040142, 201312040143, 201405290330 AND 201409080130.  
AFFECTS: PARCELS A & B
16. PROVISIONS OF THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE HARBOR HILL MASTER RESIDENTIAL OWNERS ASSOCIATION, AND ANY TAX, FEE, ASSESSMENTS OR CHARGES AS MAY BE LEVIED BY SAID ASSOCIATION.
17. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY HARBOR HILL PHASE 5-9 RECORDED UNDER RECORDING NUMBER 201312045001.  
AFFECTS: PARCEL A
18. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDED: FEBRUARY 03, 2015  
RECORDING INFORMATION: 201502030327  
IN FAVOR OF: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION  
FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM  
AFFECTS: PARCEL A (ALSO APPEARS TO AFFECT PARCEL B, THIS NOTE ADDED BY TRIAD)

### EASEMENT PROVISIONS

#### DRY UTILITY EASEMENT

AN EASEMENT FOR PUBLIC UTILITY PURPOSES IS HEREBY GRANTED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE HARBOR HILL MASTER RESIDENTIAL OWNERS ASSOCIATION, CITY OF GIG HARBOR, PENINSULA LIGHT COMPANY, PUGET SOUND ENERGY, CENTURY LINK TELEPHONE COMPANY, COMCAST AND OTHER UTILITY PROVIDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OVER, UNDER AND ACROSS THE EXTERIOR 10 FEET, ADJOINING PUBLIC STREETS (INCLUDING BORGEN BOULEVARD & PEACOCK HILL AVE NE), OF ALL LOTS AND TRACTS WITHIN THIS PLAT, IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL THE NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS PLAT AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE PARCELS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THE LANDS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE PARTY OR PARTIES CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING OR ENLARGING SAID UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES.

#### CITY OF GIG HARBOR EASEMENTS

THE CITY OF GIG HARBOR AND THEIR SUCCESSORS AND ASSIGNS ARE GRANTED AND CONVEYED PEDESTRIAN EASEMENTS UPON THE RECORDING OF THIS PLAT ON TRACTS 918, 917, 916, 921, 935, 937, 938, 939, AND 963.

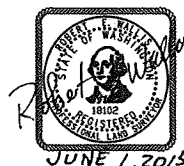
THE CITY OF GIG HARBOR AND THEIR SUCCESSORS AND ASSIGNS ARE GRANTED AND CONVEYED PUBLIC WATER UTILITY EASEMENTS UPON THE RECORDING OF THIS PLAT ON THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS ADJOINING PUBLIC RIGHTS OF WAY DEDICATED BY THIS PLAT AS WELL AS ADJOINING PEACOCK HILL AVENUE NE AND BORGEN BOULEVARD.

THE CITY OF GIG HARBOR AND THEIR SUCCESSORS AND ASSIGNS ARE GRANTED AND CONVEYED PUBLIC SANITARY SEWER UTILITY EASEMENTS UPON THE RECORDING OF THIS PLAT ON THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS ADJOINING PUBLIC RIGHTS OF WAY DEDICATED BY THIS PLAT AS WELL AS ADJOINING PEACOCK HILL AVENUE NE AND BORGEN BOULEVARD.

AN OPEN SPACE EASEMENT ALONG THE NORTH 50' OF THE M2 TRACT IS HEREBY GRANTED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE CITY OF GIG HARBOR AND ITS SUCCESSORS AND ASSIGNS. ACCOMMODATIONS FOR VEHICULAR ACCESS AND UTILITY CORRIDORS MAY BE GRANTED BY THE CITY THROUGH THE SITE PLAN APPROVAL PROCESS.

#### HARBOR HILL MASTER RESIDENTIAL OWNERS ASSOCIATION STORM DRAINAGE EASEMENTS

THE HARBOR HILL MASTER OWNERS ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS ARE GRANTED AND CONVEYED STORM DRAINAGE EASEMENTS UPON THE RECORDING OF THIS PLAT ON THE EXTERIOR 10 FEET OF ALL LOTS AND TRACTS ADJOINING PUBLIC RIGHTS OF WAY DEDICATED BY THIS PLAT AS WELL AS ADJOINING PEACOCK HILL AVENUE NE AND BORGEN BOULEVARD. THE HARBOR HILL MASTER OWNERS ASSOCIATION AND THEIR SUCCESSORS AND ASSIGNS SHALL MAINTAIN AND REPAIR THE STORM DRAINAGE SYSTEM UNLESS AND UNTIL THE CITY OF GIG HARBOR OR OTHER GOVERNMENTAL AGENCY SHALL ACCEPT AND ASSUME RESPONSIBILITY FOR SUCH MAINTENANCE AND REPAIR.



HARBOR HILL, DIVISION S7  
CITY OF GIG HARBOR  
FILE NUMBER: PL-FPLAT-15-0002  
CITY OF GIG HARBOR,  
PIERCE COUNTY, WASHINGTON

triad

20300 Woodville Snohomish Rd NE • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059 w: triadassociates.net

JOB NO 08-058  
SHEET 2 OF 8

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# HARBOR HILL

## DIVISION S7 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

PORTIONS OF THE NW 1/4 OF THE NE 1/4, OF THE SW 1/4 OF THE NE 1/4, OF THE SE 1/4 OF THE NE 1/4  
AND OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 22 N., RANGE 2 E., W.M.  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

### CITY OF GIG HARBOR CONDITIONS

(PER THE DECISION OF THE HEARING EXAMINER DATED DECEMBER 30, 2010 AND CITY OF GIG HARBOR ADMINISTRATIVE DECISIONS DATED AUGUST 2, 2013, JULY 14, 2014 AND JULY 29, 2014.)

1. THE APPLICANT SHALL COMPLY WITH ALL MITIGATION MEASURES FOUND IN THE MITIGATED DETERMINATION OF NON SIGNIFICANCE (SEPA 08-0034) ISSUED FOR THE PROPOSAL, OR AS SUBSEQUENTLY AMENDED.
2. ALL PERIMETER LANDSCAPING BUFFERS SHALL BE VEGETATED TO MEET THE STANDARDS OF GHMC 17.78.060, AS AMENDED THROUGH THE ALTERNATIVE LANDSCAPE PLAN APPROVED BY THE HEARING EXAMINER. THIS REQUIREMENT SHALL BE MET PRIOR TO APPROVAL OF THE FINAL PLAT.
3. FIRE FLOW REQUIREMENTS SHALL BE MET. LOCATION AND MANNER OF FIRE LANE MARKINGS SHALL BE PROVIDED AT TIME OF CIVIL REVIEW.
4. CITY FORCES MAY REMOVE ANY TRAFFIC CONTROL DEVICE CONSTRUCTED WITHIN THE CITY RIGHT OF WAY NOT APPROVED BY THE OPERATIONS AND ENGINEERING DIVISION. ANY LIABILITY INCURRED BY THE CITY DUE TO NON-COMFORMANCE BY THE APPLICANT SHALL BE TRANSFERRED TO THE APPLICANT.
5. A ROAD ENCROACHMENT PERMIT SHALL BE ACQUIRED FROM THE CITY PRIOR TO ANY CONSTRUCTION WITHIN CITY RIGHT OF WAY, INCLUDING UTILITY WORK, IMPROVEMENTS TO THE CURB, GUTTER, AND SIDEWALK, ROADWAY SHOULDERS AND DITCHES, AND INSTALLATION OF CULVERTS. ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO THE CITY'S PUBLIC WORKS STANDARDS AND STORMWATER DESIGN MANUAL.
6. PERMANENT SURVEY CONTROL MONUMENTS SHALL BE PLACED TO ESTABLISH PUBLIC STREET CENTERLINES, INTERSECTIONS, ANGLE POINTS, CURVES, SUBDIVISION BOUNDARIES AND OTHER POINTS OF CONTROL. A MINIMUM OF TWO PERMANENT SURVEY CONTROL MONUMENTS SHALL BE INSTALLED AT LOCATIONS DETERMINED BY THE CITY IN ACCORDANCE WITH THE CITY'S PUBLIC WORKS STANDARDS AS RECORDED WITH THE PIERCE COUNTY SURVEY CONTROL DIVISION PRIOR TO FINAL ENGINEERING APPROVAL OF CIVIL IMPROVEMENTS.
7. IRRIGATION AND MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS.
8. THE FINAL PLAT MAP SHALL NOTE (WHERE IN QUOTES) OR DELINEATE THE FOLLOWING:
  - e.) STORMWATER FOR RUNOFF FROM BUILDINGS AND PARKING SURFACES SHALL BE SHOWN ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS.
  - g.) THIS PLAT IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201204250236.
9. AN ASSOCIATION OF OWNERS SHALL BE FORMED AND CONTRIBUTED FOR THE PURPOSE OF MAINTAINING THE COMMON OPEN SPACE. THE ASSOCIATION SHALL BE CREATED AS AN ASSOCIATION OF OWNERS UNDER THE LAWS OF THE STATE AND SHALL ADOPT AND PROPOSE ARTICLES OF INCORPORATION OR ASSOCIATION AND BYLAWS, AND ADOPT AND APPROVE A DECLARATION OF COVENANTS AND RESTRICTIONS ON THE COMMON OPEN SPACE THAT ARE ACCEPTABLE TO THE CITY IN PROVIDING FOR THE CONTINUING CARE OF THE SPACE. NO COMMON OPEN SPACE MAY BE PUT TO A USE NOT SPECIFIED IN THE FINAL DEVELOPMENT PLAN UNLESS THE FINAL DEVELOPMENT PLAN IS FIRST AMENDED TO PERMIT THE USE. NO CHANGE OF USE MAY BE CONSIDERED AS A WAIVER OF ANY OF THE COVENANTS LIMITING THE USE OF COMMON OPEN SPACE AREA, AND ALL RIGHTS TO ENFORCE THESE COVENANTS AGAINST ANY USE PERMITTED ARE EXPRESSLY RESERVED TO THE CITY AS WELL AS THE OWNERS. ALTERNATIVELY, THE COMMON OPEN SPACE MAY BE CONVEYED TO A PUBLIC AGENCY WHICH AGREES TO MAINTAIN THE COMMON OPEN SPACE AND ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, WHICH HAVE BEEN UPOON IT.
10. ANY DEDICATION, DONATION OR GRANT AS SHOWN ON THE FACE OF THE PLAT SHALL BE CONSIDERED TO ALL INTENTS AND PURPOSES AS A QUITCLAIM DEED TO THE SAID DONEE(S) GRANTEE(S) FOR HIS/HER/THEIR USE FOR THE PURPOSE INTENDED BY THE DONOR(S) OR GRANTOR(S).
11. SINCE THE PLAT IS SUBJECT TO A DEDICATION, THE CERTIFICATE OR A SEPARATE WRITTEN INSTRUMENT SHALL CONTAIN THE DEDICATION OF ALL STREETS AND OTHER AREAS TO THE PUBLIC, AND INDIVIDUAL(S), RELIGIOUS SOCIETY(IES) OR TO ANY CORPORATION, PUBLIC OR PRIVATE, AS SHOWN ON THE PLAT, AND A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD. SAID CERTIFICATE OR INSTRUMENT OF DEDICATION SHALL BE SIGNED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC BY ALL PARTIES HAVING ANY OWNERSHIP INTEREST IN THE LANDS SUBDIVIDED AND RECORDED AS PART OF THE FINAL PLAT.
12. ANY DEDICATION FILED FOR RECORD SHALL BE ACCOMPANIED BY A TITLE REPORT CONFIRMING THAT THE TITLE OF THE LANDS AS DESCRIBED AND SHOWN ON SAID PLAT IS IN THE NAME OF THE OWNERS SIGNING THE CERTIFICATE OR INSTRUMENT OF DEDICATION.
13. SCHOOL IMPACT FEES AS REQUIRED BY GHMC 19.12.050(8)(11) SHALL BE COLLECTED FOR ALL RESIDENTIAL DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
14. PROPOSED MULTIPLE FAMILY DEVELOPMENT SHALL GO THROUGH THE SITE PLAN REVIEW PROCESS, OR ANY SUBSEQUENTLY ADOPTED NONRESIDENTIAL LAND USE REVIEW PROCESS.
15. THE APPLICANT SHALL COMPLY WITH ALL OF THE TERMS OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC, FOR THE HARBOR HILL DEVELOPMENT, DATED NOVEMBER 9, 2010 (OR ANY SUBSEQUENT AMENDMENTS).
16. IN ADDITION TO THE TRANSIT STOP PROPOSED ON THE SOUTH SIDE OF BORDEN BOULEVARD, THE APPLICANT SHALL BE REQUIRED TO INSTALL A TRANSIT STOP ON THE NORTH SIDE OF BORDEN BOULEVARD. THE FINAL LOCATION AND DESIGN OF BOTH TRANSIT STOPS SHALL BE AS DETERMINED BY THE CITY OF GIG HARBOR AND PIERCE COUNTY.
17. ON THE M2 LOT, ANY BUILDING PROPOSED TO EXCEED THE UNDERLYING 35 FOOT HEIGHT ALLOWANCE IN THE RLD AREA OF THE LOT SHALL PROVIDE A MINIMUM SETBACK OF 70 FEET TO ANY EXTERIOR BOUNDARY OF THE PRD (NOT THE SUBJECT LOT). THIS SETBACK IS AN ADDITIONAL SETBACK APPLICABLE TO SAID BUILDINGS. ALL BUILDINGS ON THE M2 LOT SHALL PROVIDE A MINIMUM SETBACK OF 10 FEET TO THE PROPERTY LINE OF THE M2 LOT.
18. FOR THIS AND ALL FUTURE MODIFICATIONS OR ALLOCATIONS, THE APPLICANT SHALL PROVIDE AN ACCOUNTING OF THE PROPOSED ALLOCATION OF WATER, SEWER AND TRANSPORTATION CAPACITY RESERVED FOR THE PROJECT UNDER THE CONCURRENT REQUIREMENTS. THIS MAY BE ACCOMPLISHED BY PROVIDING A TABLE LISTING EACH PHASE OR LOT OF THE DEVELOPMENT WITH THEIR ASSOCIATED WATER, SEWER AND TRANSPORTATION CAPACITY RESERVATIONS TO SHOW THAT THE PROPOSAL IS IN ACCORDANCE WITH THE TOTAL CAPACITIES RESERVED. THIS IS INTENDED SOLELY FOR THE PURPOSE OF TRACKING THE TOTAL AMOUNTS AS THESE AMOUNTS ARE TIED TO THE ENTIRE PROJECT AND NOT TO SPECIFIC PHASES OR LOTS. THE APPLICANT HAS DISCRETION TO ALLOCATE THE RESERVED CAPACITIES TO VARIOUS PHASES OR LOTS WITHIN THE PROJECT LIMITS IN ACCORDANCE WITH SECTION 15 CAPACITY RESERVATIONS OF THE HMDA.
19. SINGLE FAMILY RESIDENCES WITHIN THE HARBOR HILL PLAT/PRD SHALL NOT EXCEED A TOTAL OF 554 DWELLINGS (ALL DIVISIONS INCLUDING SINGLE FAMILY DEVELOPMENT). EACH SUBSEQUENT APPLICATION FOR CIVIL PLAN REVIEW WITHIN THE UNDEVELOPED S DIVISIONS SHALL PROVIDE A STATEMENT AS TO LOTS REMOVED TO RETURN THE TOTAL NUMBER OF SINGLE FAMILY LOTS WITHIN HARBOR HILL TO THE APPROVED 554 UNITS. AT THE TIME OF THE SOUTH REVISIONS DECISION, THREE (3) EXCESS LOTS REMAIN THAT WILL NEED TO BE REMOVED.

### CITY OF GIG HARBOR CONDITIONS (CONT.)

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

21. INTENTIONALLY LEFT BLANK
22. INTENTIONALLY LEFT BLANK
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### PLANNED RESIDENTIAL DEVELOPMENT NOTES

THIS SITE HAS BEEN DEVELOPED UNDER THE PROVISIONS OF GHMC 17.89 PLANNED RESIDENTIAL DEVELOPMENTS (PRD). THIS FINAL PRD IS BASED ON THE APPROVED HARBOR HILL PRELIMINARY PRD APPROVED INITIALLY ON DECEMBER 30, 2010 (CASE PL-PRD-08-0001) AND MODIFIED ON AUGUST 2, 2013 (CASE PL-PRD-13-0001), JULY 14, 2014 (PL-PRD-13-0003), AND JULY 29, 2014 (PL-PRD-13-0002).

REQUIRED OPEN SPACES ARE CONTAINED IN TRACTS M2, 916, 917, 918, 921, 934, 935, 937, 939, 953, 963, AND 964 THIS DIVISION AND THESE OPEN SPACE TRACTS SHALL BE MAINTAINED AND USED CONSISTENT WITH THE APPROVED PLANS ON FILE WITH THE CITY. PROPOSED CHANGES TO THESE AREAS INCLUDING THE REMOVAL OF VEGETATION SHALL BE REVIEWED AND APPROVED BY THE CITY OF GIG HARBOR.

TRACT	PRIMARY USES WITHIN OPEN SPACES
916	PARKWAY, PRIMARY WALKWAY
917	PARKWAY, PRIMARY WALKWAY
918	PARKWAY, PRIMARY WALKWAY
921	STORMWATER FACILITIES, AND TRAILS
934	PARK (HOA) INTERIOR/PERIMETER BUFFER
935	SECONDARY TRAIL
937	TRAIL, WETLAND AND BUFFER
939	LANDSCAPE FUTURE SECONDARY TRAIL AND PARK
953	PUBLIC PARK AND PRIMARY TRAIL
963	PARK (HOA), SECONDARY TRAIL
964	INTERIOR BUFFER, PRIMARY TRAIL

THE DEVELOPMENT OF THE LOTS WITHIN THIS PRD IS SUBJECT TO THE FOLLOWING MODIFIED DEVELOPMENT STANDARDS:

1. LOTS 1 THROUGH 25 CREATED WITHIN THE S7 DIVISION ARE FRONT LOAD LOTS
2. LOT WIDTH: (MEASURED AT APPROXIMATE MID POINT OF LOT)
 

50-FOOT WIDE (LOTS 1, 6, 18 AND 22)	4
55-FOOT WIDE (LOTS 2-5, 7, 21, AND 23-25)	9
60-FOOT WIDE (LOTS 8-18 AND 21)	12
TOTAL NO. LOTS	25
3. BUILDING SETBACKS: SIDE YARD SETBACK LINE: 5-FOOT MINIMUM FRONT AND REAR SETBACK LINE: 10-FOOT MINIMUM EACH WITH A COMBINED MINIMUM OF 30-FEET
4. IMPERVIOUS SURFACES: THE MAXIMUM IMPERVIOUS AREA FOR INDIVIDUAL LOTS WITHIN THIS PLAT SHALL BE 65%. (THIS INCLUDES ALL PAVED AND ROOF AREAS).
5. MAXIMUM BUILDING HEIGHT: THE MAXIMUM BUILDING HEIGHT ON ALL SINGLE FAMILY LOTS 35 FEET.
6. THE M2 TRACT IS A FUTURE DEVELOPMENT TRACT WHICH MAY BE DEVELOPED WITH HIGH DENSITY RESIDENTIAL USES. THE M2 TRACT HAS A MINIMUM 10 FOOT SETBACK FROM ALL LOT LINES. SETBACK IS INCREASED TO 70 FEET AS DESCRIBED IN CONDITION #17. THE M2 LOT IS LIMITED TO 65% IMPERVIOUS AREA.

### TRACT NOTES

1. TRACT X AS SHOWN ON THIS PLAT IS A FUTURE DEVELOPMENT TRACT AND IS RETAINED BY HARBOR HILL LLC, A WASHINGTON LIMITED LIABILITY COMPANY.
2. THE M2 TRACT IS A FUTURE DEVELOPMENT TRACT AND MAY BE FURTHER SUBDIVIDED IN THE FUTURE.

### NOTES

1. WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT.
2. MAINTAINING ADEQUATE SITE DISTANCE AT ALL VEHICULAR ACCESS POINTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO MAINTAIN ADEQUATE SITE DISTANCE AT PRIVATE ACCESS POINTS LOCATED WITHIN THIS PLAT.
3. INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAILED BY AN OFFSITE REGIONAL FACILITY.
4. WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED.
5. STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS PLAT. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT.
6. IRRIGATION WITHIN PLANTER STRIPS TO BE MAINTAINED BY THE HARBOR HILL MASTER RESIDENTIAL OWNERS ASSOCIATION (HOA). IRRIGATION METERS ARE TO BE PRIVATE WITH WATER METER CHARGES TO BE PAID BY THE HOA.
7. PORTIONS OF THIS PLAT, INCLUDING TRACT X, MAY BE FURTHER DIVIDED OR SUBDIVIDED AS SHOWN ON THE PRELIMINARY PLAT APPROVED BY THE CITY OF GIG HARBOR.
8. "STORMWATER RUNOFF FROM BUILDINGS AND PARKING SURFACES SHALL BE SHOWN ON INDIVIDUAL BUILDING PERMITS FOR LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS."
9. THE MINIMUM GARAGE FLOOR ELEVATION OF LOTS 15, 16, AND 21 IS 243.7 (NAVD 88)



HARBOR HILL, DIVISION S7  
CITY OF GIG HARBOR  
FILE NUMBER: PL-FPLAT-15-0002  
CITY OF GIG HARBOR,  
PIERCE COUNTY, WASHINGTON

triad

20300 Woodville Snotomish Rd NE • Woodville, WA 98072  
p. 425.452.2000 f. 425.456.5059 w. triadassociates.net

JOB NO 08-058

SHEET 3 OF 8

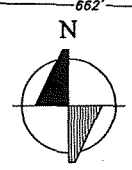
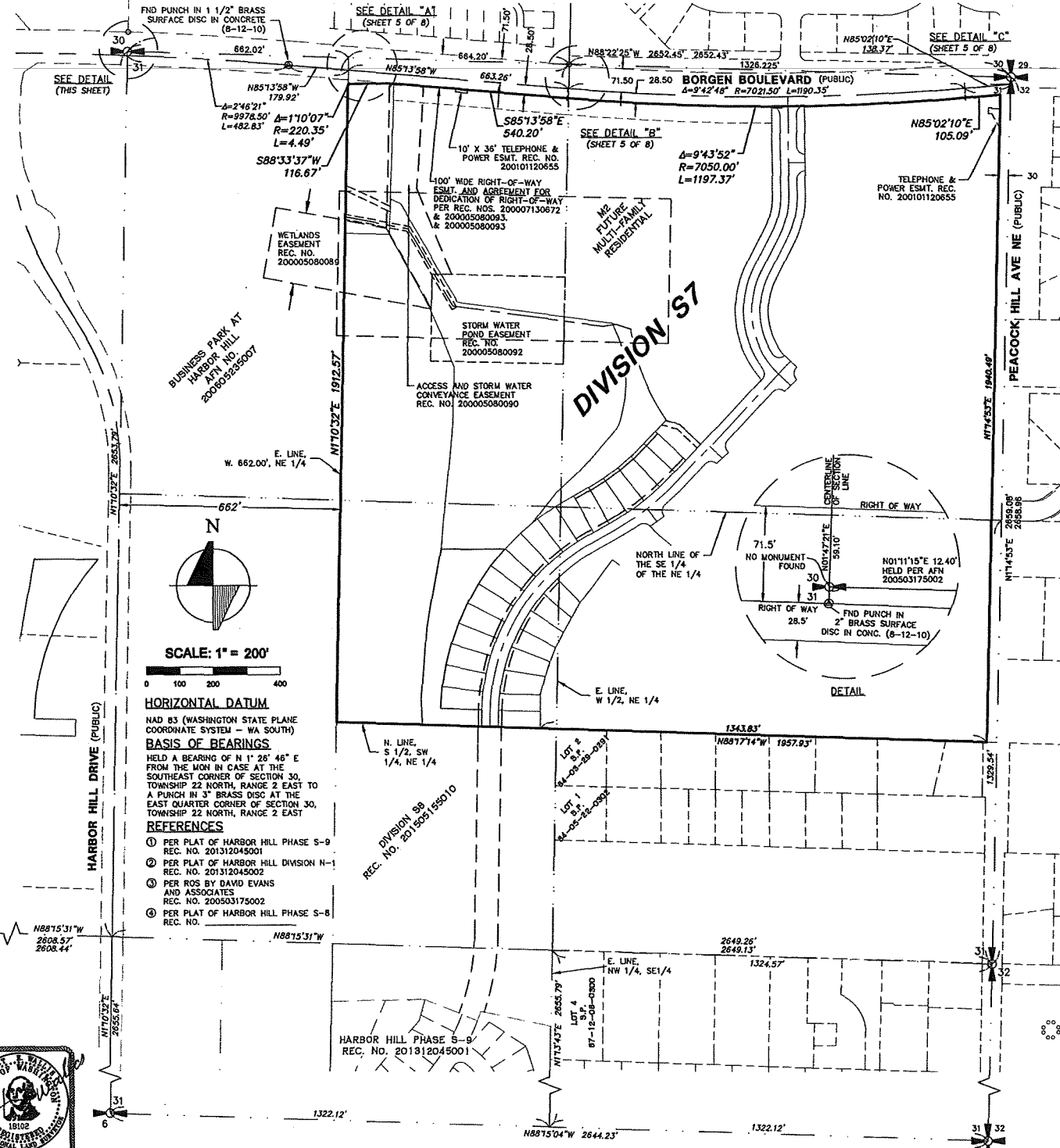
VOL/PG

VOL/Pg

# HARBOR HILL

## DIVISION S7 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

PORTIONS OF THE NW 1/4 OF THE NE 1/4, OF THE SW 1/4 OF THE NE 1/4, OF THE SE 1/4 OF THE NE 1/4  
AND OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 22 N., RANGE 2 E., W.M.  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



SCALE: 1" = 200'

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

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

- REFERENCES**
- ① PER PLAT OF HARBOR HILL PHASE S-9 REC. NO. 201312045001
  - ② PER PLAT OF HARBOR HILL DIVISION N-1 REC. NO. 201312045002
  - ③ PER ROS BY DAVID EVANS AND ASSOCIATES REC. NO. 200503175002
  - ④ PER PLAT OF HARBOR HILL PHASE S-8 REC. NO.



JUNE 7, 2015

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

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

HARBOR HILL, DIVISION S7  
CITY OF GIG HARBOR  
FILE NUMBER: PL-FPLAT-15-0002  
CITY OF GIG HARBOR,  
PIERCE COUNTY, WASHINGTON

**triad**  
20300 Woodville Snohomish Rd NE • Woodville, WA 98072  
p. 425.415.2000 E. 425.486.5059 w: triadassociates.net

JOB NO 08-058  
SHEET 4 OF 8

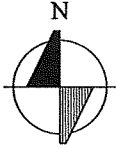
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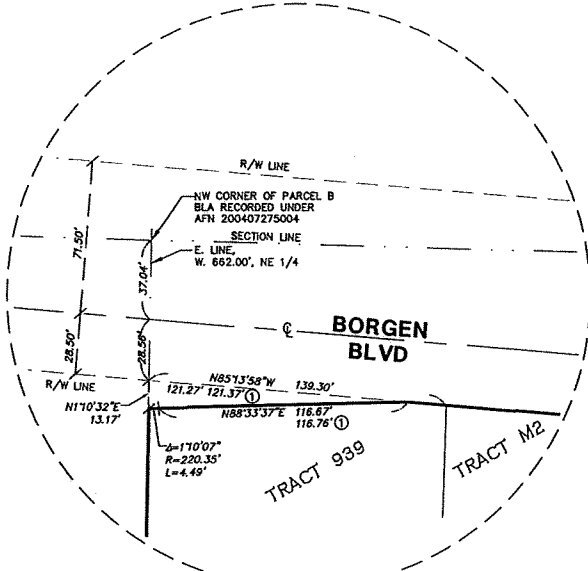
# HARBOR HILL

## DIVISION S7 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

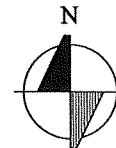
PORTIONS OF THE NW 1/4 OF THE NE 1/4, OF THE SW 1/4 OF THE NE 1/4, OF THE SE 1/4 OF THE NE 1/4  
AND OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 22 N., RANGE 2 E., W.M.  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



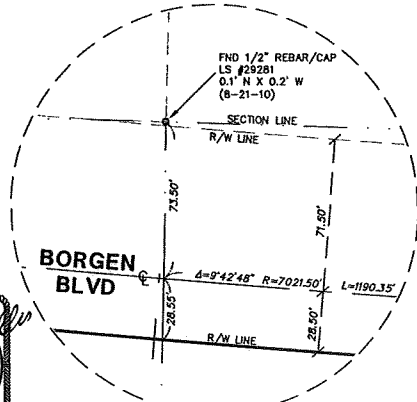
SCALE: 1" = 40'



DETAIL "A"  
SCALE: 1" = 40'



SCALE: 1" = 40'



DETAIL "B"  
SCALE: 1" = 40'



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

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

**HORIZONTAL DATUM**

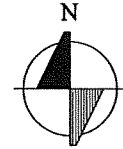
NAD 83 (WASHINGTON STATE PLANE COORDINATE SYSTEM - WA SOUTH)

**BASIS OF BEARINGS**

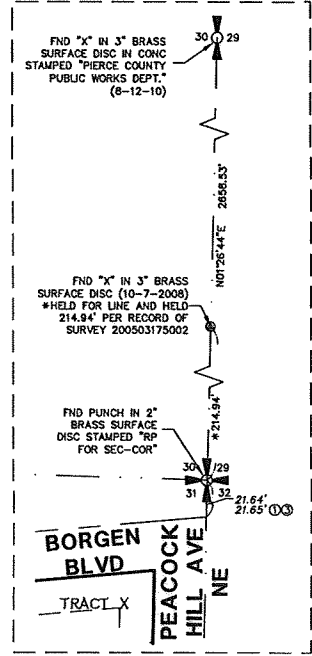
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**REFERENCES**

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- ② PER PLAT OF HARBOR HILL DIVISION N-1 REC. NO. 201312045002
- ③ PER ROS BY DAVID EVANS AND ASSOCIATES REC. NO. 200503175002
- ④ PER PLAT OF HARBOR HILL PHASE S-8 REC. NO. 201505155010



SCALE: 1" = 60'



DETAIL "C"  
SCALE: 1" = 50'

HARBOR HILL, DIVISION S7  
CITY OF GIG HARBOR  
FILE NUMBER: PL-FPLAT-15-0002  
CITY OF GIG HARBOR,  
PIERCE COUNTY, WASHINGTON



JOB NO 08-058  
SHEET 5 OF 8

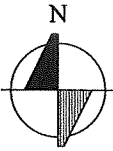
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VOL/PG

# HARBOR HILL

## DIVISION S7 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

PORTIONS OF THE NW 1/4 OF THE NE 1/4, OF THE SW 1/4 OF THE NE 1/4, OF THE SE 1/4 OF THE NE 1/4  
AND OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 22 N, RANGE 2 E, W.M.  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



SCALE: 1" = 60'



**VERTICAL DATUM**

NAVD 88

**HORIZONTAL DATUM**

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

**BASIS OF BEARINGS**

HELD A BEARING OF N 1° 25' 46" E FROM THE MON IN CASE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST TO A PUNCH IN 3" BRASS DISC AT THE EAST QUARTER CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST

**LEGEND**

- ⊙ SET MONUMENT
- ① PUBLIC DRY UTILITY EASEMENT
- ② PRIVATE STORM DRAINAGE EASEMENT
- ③ PUBLIC WATER EASEMENT
- ④ PUBLIC SANITARY SEWER EASEMENT

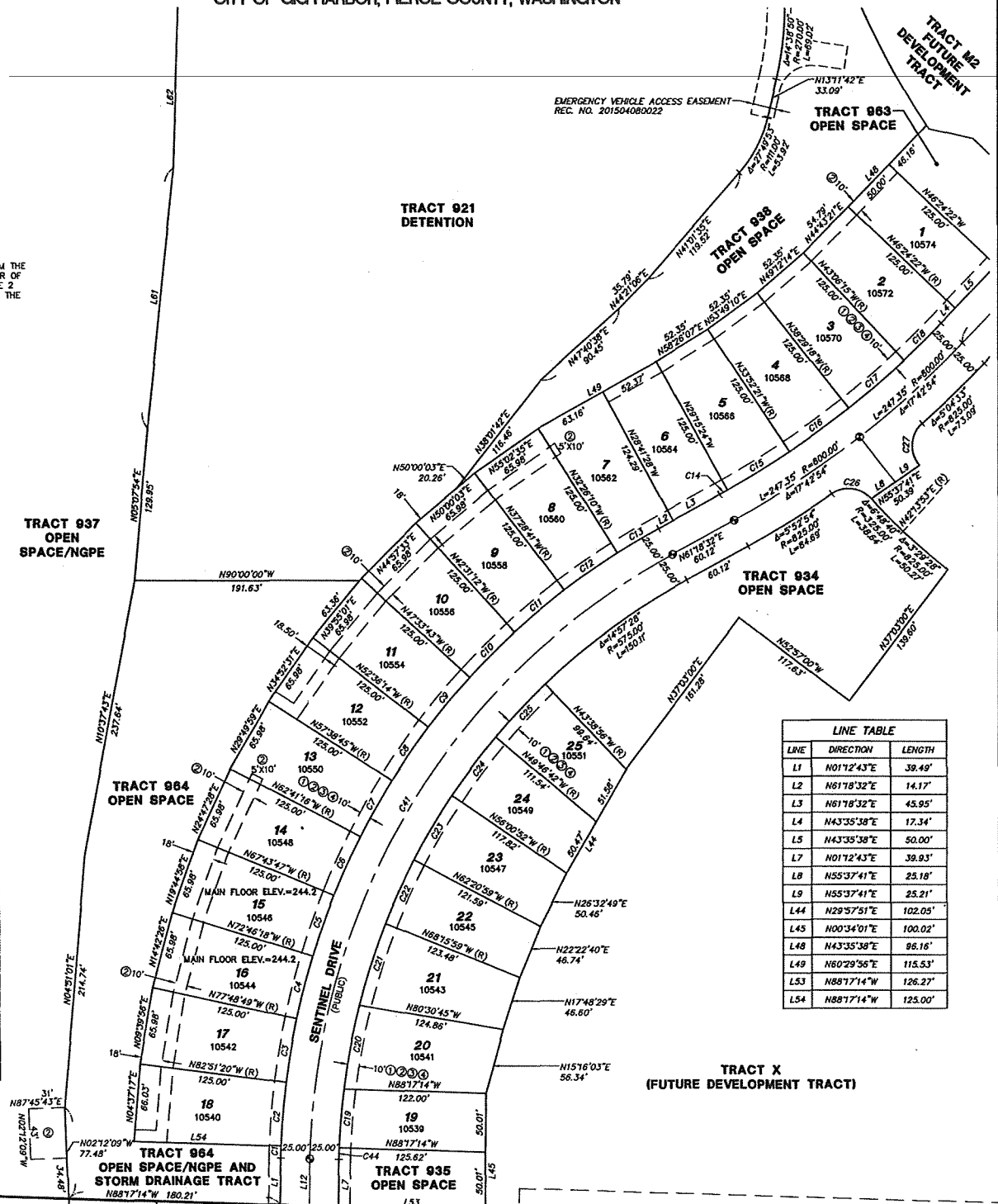
**NOTES**

1. REFER TO SHEET 2 FOR ADDITIONAL EASEMENT INFORMATION

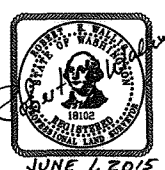
**ADDRESS NOTE**

ALL LOT ADDRESSES THIS SHEET ARE LOCATED ON SENTINEL DRIVE.

CURVE	DELTA	RADIUS	LENGTH
C1	000°57'48"	625.00'	10.51'
C2	004°38'09"	625.00'	54.20'
C3	005°02'31"	625.00'	55.00'
C4	005°02'31"	625.00'	55.00'
C5	005°02'31"	625.00'	55.00'
C6	005°02'31"	625.00'	55.00'
C7	005°02'31"	625.00'	55.00'
C8	005°02'31"	625.00'	55.00'
C9	005°02'31"	625.00'	55.00'
C10	005°02'31"	625.00'	55.00'
C11	005°02'31"	625.00'	55.00'
C12	005°02'31"	625.00'	55.00'
C13	003°44'42"	625.00'	40.85'
C14	000°33'58"	775.00'	7.65'
C15	004°36'57"	775.00'	62.44'
C16	004°36'57"	775.00'	62.44'
C17	004°36'57"	775.00'	62.44'
C18	003°18'07"	775.00'	44.66'
C19	004°59'26"	575.00'	50.08'
C20	007°14'12"	575.00'	72.62'
C21	007°17'27"	575.00'	73.17'
C22	005°53'00"	575.00'	59.38'
C23	006°20'07"	575.00'	63.58'
C24	006°14'10"	575.00'	62.58'
C25	006°07'46"	575.00'	61.51'
C26	083°36'55"	25.00'	36.48'
C27	090°49'52"	25.00'	39.63'
C44	001°00'13"	575.00'	10.07'



LINE	DIRECTION	LENGTH
L1	N01°12'43"E	39.49'
L2	N61°18'32"E	14.17'
L3	N61°18'32"E	45.95'
L4	N43°35'38"E	17.34'
L5	N43°35'38"E	50.00'
L7	N01°12'43"E	39.93'
L8	N55°37'41"E	25.18'
L9	N55°37'41"E	25.21'
L44	N29°57'51"E	102.05'
L45	N00°34'01"E	100.02'
L48	N43°35'38"E	96.16'
L49	N60°29'56"E	115.53'
L53	N88°17'14"W	126.27'
L54	N88°17'14"W	125.00'



TRACT B	18	DIVISION S8	1
	19		2
	20		3

HARBOR HILL,  
DIVISION S7  
CITY OF GIG HARBOR  
FILE NUMBER: PL-FPLAT-15-0002  
CITY OF GIG HARBOR,  
PIERCE COUNTY, WASHINGTON

**triad**  
20300 Woodville Snohomish Rd NE • Woodville, WA 98072  
p: 425.415.2000 f: 425.486.5059 w: triadassociates.net

JOB NO 08-058  
SHEET 6 OF 8

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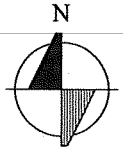
VOL/Pg

# HARBOR HILL

## DIVISION S7 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

PORTIONS OF THE NW 1/4 OF THE NE 1/4, OF THE SW 1/4 OF THE NE 1/4, OF THE SE 1/4 OF THE NE 1/4  
AND OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 22 N, RANGE 2 E, W.M.  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

BORGEN BOULEVARD (PUBLIC)



SCALE: 1" = 60'

**HORIZONTAL DATUM**

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

**BASIS OF BEARINGS**

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

**LEGEND**

- ⊙ SET MONUMENT
- Ⓛ PUBLIC DRY UTILITY EASEMENT
- Ⓜ PRIVATE STORM DRAINAGE EASEMENT
- Ⓢ PUBLIC WATER EASEMENT
- Ⓣ PUBLIC SANITARY SEWER EASEMENT

**NOTES**

1. REFER TO SHEET 2 FOR ADDITIONAL EASEMENT INFORMATION

**ADDRESS NOTE**

ALL SINGLE FAMILY LOT ADDRESSES ARE LOCATED OFF SENTINEL DRIVE AND FUTURE DEVELOPMENT TRACT M2 ADDRESS IS LOCATED OFF BORGEN BOULEVARD.

**TRACT M2  
FUTURE  
DEVELOPMENT  
TRACT  
4340 BORGEN BLVD**

**TRACT 916  
OPEN SPACE**

**TRACT 918  
OPEN SPACE**

**TRACT X FUTURE  
DEVELOPMENT  
TRACT**

**TRACT 921  
DETENTION**

**TRACT 983  
OPEN SPACE**

**TRACT 988  
OPEN SPACE**

**TRACT M2  
FUTURE  
DEVELOPMENT  
TRACT  
2821**

**LINE TABLE**

LINE	DIRECTION	LENGTH
L4	N43°35'38"E	17.34'
L5	N43°35'38"E	50.00'
L6	N43°35'38"E	64.83'
L10	N48°07'02"E	25.31'
L11	N48°07'02"E	25.33'
L13	N45°21'25"E	25.01'
L14	N45°21'25"E	25.01'
L15	N45°17'45"W	25.06'
L16	N45°17'45"W	25.07'
L18	N43°35'38"E	3.05'
L19	N46°24'22"W	50.77'
L20	N00°37'56"W	25.00'
L21	N00°37'56"W	25.00'
L22	N89°22'04"E	50.00'

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH
C18	318°07"	775.00'	44.66'
C28	85°47'00"	25.00'	37.43'
C29	84°56'44"	25.00'	41.43'
C30	90°00'00"	25.00'	39.27'
C31	95°39'26"	25.00'	41.74'
C32	98°14'34"	25.00'	42.87'
C33	93°24'45"	25.00'	40.76'
C34	4°49'49"	25.00'	2.11'
C35	80°43'03"	25.00'	35.22'
C37	5°20'46"	366.00'	34.15'
C38	90°00'00"	25.00'	39.27'
C39	90°00'00"	25.00'	39.27'
C41	0°24'23"	7050.00'	50.00'
C42	0°24'23"	7050.00'	50.00'
C43	89°59'48"	25.00'	39.27'
C44	89°59'48"	25.00'	39.27'
C46	69°22'46"	310.00'	375.38'
C47	67°30'47"	210.00'	247.45'
C48	74°00'21"	260.00'	335.83'



HARBOR HILL,  
DIVISION S7  
CITY OF GIG HARBOR  
FILE NUMBER: PL-FPLAT-15-0002  
CITY OF GIG HARBOR,  
PIERCE COUNTY, WASHINGTON

**triad**  
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p: 425.415.2000 E: 425.486.5059 w: triadassociates.net

JOB NO 08-058  
SHEET 7 OF 8

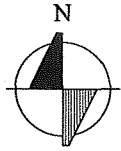
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# HARBOR HILL

## DIVISION S7 FINAL PLAT AND PLANNED RESIDENTIAL DEVELOPMENT

PORTIONS OF THE NW 1/4 OF THE NE 1/4, OF THE SW 1/4 OF THE NE 1/4, OF THE SE 1/4 OF THE NE 1/4  
AND OF THE NE 1/4 OF THE NE 1/4 SECTION 31, TOWNSHIP 22 N., RANGE 2 E., W.M.  
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



SCALE: 1" = 150'

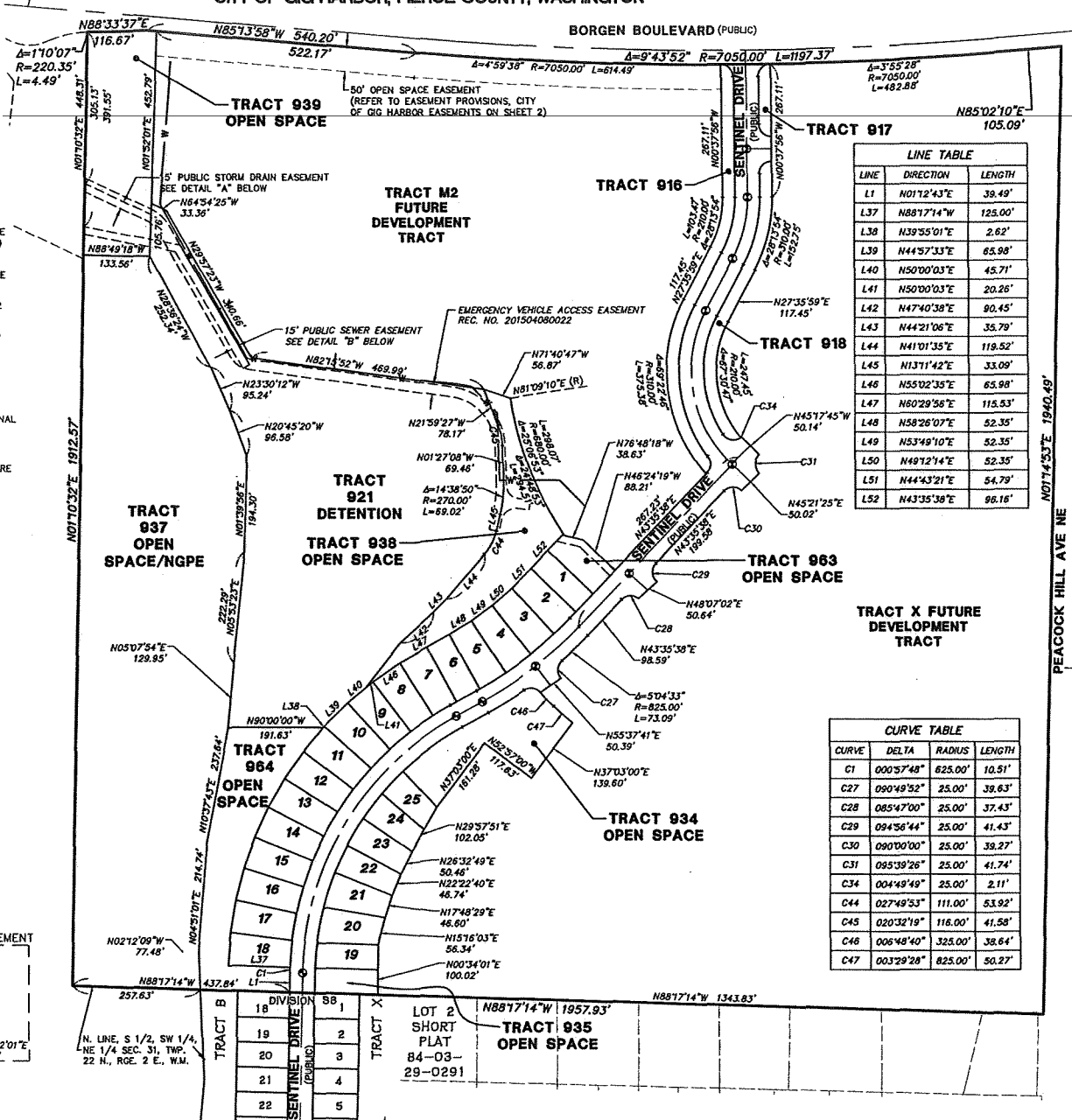
**HORIZONTAL DATUM**  
NAD 83 (WASHINGTON STATE PLANE COORDINATE SYSTEM - WA SOUTH)

**BASIS OF BEARINGS**  
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**LEGEND**  
○ SET MONUMENT

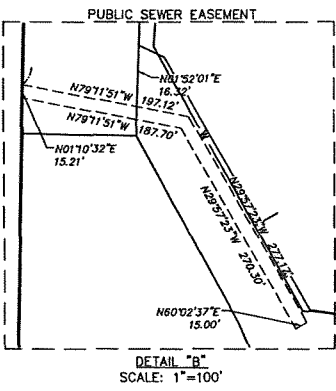
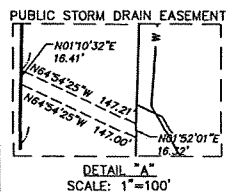
**NOTES**  
1. REFER TO SHEET 2 FOR ADDITIONAL EASEMENT INFORMATION

**ADDRESS NOTE**  
ALL LOT ADDRESSES THIS SHEET ARE LOCATED ON SENTINEL DRIVE



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N0112'43"E	39.49'
L37	N8817'14"W	125.00'
L38	N3955'01"E	2.62'
L39	N4457'33"E	65.98'
L40	N5000'03"E	45.71'
L41	N5000'03"E	20.26'
L42	N4740'38"E	90.45'
L43	N4421'06"E	35.79'
L44	N4101'35"E	119.52'
L45	N1311'42"E	33.09'
L46	N5502'35"E	65.98'
L47	N6029'56"E	115.53'
L48	N5826'07"E	52.35'
L49	N5349'10"E	52.35'
L50	N4912'14"E	52.35'
L51	N4443'21"E	54.79'
L52	N4335'38"E	96.16'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
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C28	08547'00"	25.00'	37.43'
C29	09456'44"	25.00'	41.43'
C30	09010'00"	25.00'	39.27'
C31	09539'26"	25.00'	41.74'
C34	00449'49"	25.00'	2.11'
C44	02749'53"	111.00'	53.92'
C45	02032'19"	116.00'	41.58'
C46	00648'40"	325.00'	38.64'
C47	00329'28"	825.00'	50.27'



HARBOR HILL, DIVISION S7  
CITY OF GIG HARBOR  
FILE NUMBER: PL-FPLAT-15-0002  
CITY OF GIG HARBOR,  
PIERCE COUNTY, WASHINGTON

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JOB NO 08-058  
SHEET 8 OF 8

VOL/PG



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

**Subject: Resolution – Surplus Equipment**

**Dept. Origin:** Information Services

**Proposed Council Action:**

**Prepared by:** Heidi Othman

Adopt Resolution No.994  
Surplusing the city-owned equipment.

**For Agenda of:** June 8<sup>th</sup>, 2015  
**Exhibits:** Resolution 994

Initial & Date

**Concurred by Mayor:**

*JG 5-27-15*

**Approved by City Administrator:**

*Pon W 5/27/15*

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

*N/A*

**Approved by Finance Director:**

*[Signature] 5/27*

**Approved by Department Head:**

*[Signature] 5.27.15*

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

**INFORMATION / BACKGROUND**

The city has a surplus of antiquated equipment which needs to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

**FISCAL CONSIDERATION**

The surplus equipment will be sold to either a recycling center or charity organization to be refurbished and reused.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Adopt Resolution No. 994 surplusing this city-owned equipment.

RESOLUTION NO. 994

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

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

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

To declare as surplus:

EQUIPMENT	Quantity	SERIAL #	Asset #.
Dell Optiplex 745 Dell Optiplex 745 Dell Precision T3400 Dell Optiplex GX520	1 1 1 1	HYCZ2D1 489HFC1 BSY0RG1 9SNKM91	01508 01445 01686 01326
<b><u>Monitors</u></b> Dell Monitor 2407fp  Dell Monitor 2407fp  Dell Monitor 2407fp	1  1  1	Mxdgm504-74262-7cb-1rns  MX00263H-74262-bbe1vj8-a01  MX-0j0436-74262-83a-1vj5	   01636
<b><u>Printers</u></b>  Brother HL5240  Epson WF845  Dymo Printer	1  1  1	U61443G6J538279  PKFY069440  1750283-239971	01385  02008  02106
Keyboards Miscellaneous box of cables and wires  UPS	4  5	Keyboards Miscellaneous box of cables and wires  UPS	4  5

PASSED ON THIS 8<sup>th</sup> day of June, 2015.

APPROVED:

\_\_\_\_\_  
MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 05/27/15  
PASSED BY THE CITY COUNCIL: 06/08/15  
RESOLUTION NO. 994



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

**Subject:** Resolution 995 – Emergency Traffic Signal Pole Replacement – Hunt/Wollochet

**Proposed Council Action:** Authorize Resolution 995 declaring an emergency, waiving competitive bidding requirements and authorizing the Mayor to execute contracts for the emergency traffic signal pole replacement – Hunt/Wollochet.

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

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

**For Agenda of:** June 8, 2015

**Exhibits:** Resolution 995

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*RW 6/3/15*  
*by email 6-2-15*  
*DP 6/3/15*  
*X 6-2-15*

Expenditure Required	\$100,000	Amount Budgeted	See Fiscal Consideration below	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

On May 25, 2015, at approximately 8:15 PM, an errant vehicle traveling at a high rate of speed heading south bound on Wollochet collided with the City’s traffic signal pole at the intersection of Hunt and Wollochet. The impact from the collision severely bent the base of the traffic signal pole and also tore open the bottom of the connecting base plate factory weld, rendering the pole unrepairable and unusable. During the after-hours call out, City forces braced the pole with a chain and heavily weighted concrete blocks as a temporary measure until the new replacement pole has been fabricated and installed. Additionally, Washington State Department of Transportation (WSDOT) assisted the City in providing temporary water-filled plastic crash barriers around the damaged pole. The barriers will remain in place until the newly fabricated special order pole has been installed, which could be several months from now due to the long lead time in fabricating this type of order.

The City Engineer has concluded that time is of the essence in fabricating and installing a new steel pole as the current pole has been rendered unrepairable and would not be able to sustain another impact.

**FISCAL CONSIDERATION**

The estimated material costs for the pole replacement including associated City personnel, WSDOT and other related costs is estimated to be in excess of \$100,000. The City has notified the City’s Association of Washington Cities (AWC) insurance pool of this incident who will subrogate this claim.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize Resolution 995 declaring an emergency, waiving competitive bidding requirements and authorizing the Mayor to execute contracts for the emergency traffic signal pole replacement – Hunt/Wollochet.

**RESOLUTION NO. 995**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE EXISTENCE OF AN EMERGENCY NECESSITATING THE WAIVER OF COMPETITIVE BIDDING REQUIREMENTS TO ADDRESS THE EMERGENCY TRAFFIC SIGNAL POLE REPLACEMENT LOCATED AT THE INTERSECTION OF HUNT/WOLLOCHET; WAIVING THE REQUIREMENTS OF RCW 39.04.190, RCW 39.04.155, AND CITY OF GIG HARBOR RESOLUTION NO. 797, AS ALLOWED BY RCW 39.04.280; AND AUTHORIZING THE EMERGENCY REPLACEMENT.**

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WHEREAS, RCW 39.04.280(1)(c) authorizes the City to waive competitive bidding and professional selection requirements in the event of an emergency; and

WHEREAS, RCW 39.04.280(3) defines an emergency as an unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of an essential function; or (b) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken; and

WHEREAS, an errant vehicle traveling at a high rate of speed collided with the City's traffic signal pole at the intersection of Hunt/Wollochet, which resulted in the steel pole being unreparable and in need of replacement; and

WHEREAS, it is the opinion of the City Engineer that time is of the essence in fabricating and installing a new steel pole as the current pole has been rendered non-reparable; and

WHEREAS, the City Engineer concluded that the damaged traffic signal pole required the emergency replacement in order to secure the public health, safety, property and welfare; and that the existing pole would not be able to sustain another impact; and

WHEREAS, because of this emergency, the City is unable to comply with the City's Resolution 797 applicable to bidding procedures; NOW, THEREFORE,

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

Section 1. Finding and Declaration of Emergency. Based upon the WHEREAS clauses above, which are incorporated as findings, the City Council hereby declares that an emergency exists requiring the immediate action by the City in order to preserve the public

health, safety, property and welfare. The Council further declares that the delay necessitated by compliance with the procedures for construction of public works found in City Resolution No. 797, RCW 39.04.190 and RCW 39.04.155, prevents the City from coping with the emergency in time to minimize impact to the City's vital infrastructure.

Section 2. Authorization of Replacement. The City Council hereby authorizes expenditures necessary for the emergency replacement of the traffic signal pole and authorizes the Mayor to execute contracts necessary to complete the work.

RESOLVED by the City Council this 8<sup>th</sup> day of June, 2015.

APPROVED:

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MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:

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CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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FILED WITH THE CITY CLERK: 06/03/15  
PASSED BY THE CITY COUNCIL: 06/08/15  
RESOLUTION NO. 995





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

**Subject:** Maritime Pier Ground Water Monitoring – Consultant Services Contract – Robinson Noble, Inc.

**Proposed Council Action:** Approve and authorize the Mayor to execute Consultant Services Contract with Robinson Noble, Inc. an amount not to exceed \$12,133.00.

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

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

**For Agenda of:** June 8, 2015

**Exhibits:** Consultant Agreement with Exhibit A – Scope of Work and Exhibit B – Schedule of Rates

Initial &  
Date

**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:**

*ponw 6/3/15*  
*by email 5/29-15*  
*6/3/15*  
*6-2-15*

<b>Expenditure Required</b>	\$ 12,133.00	<b>Amount Budgeted</b>	\$ 15,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

As a condition of the Department of Ecology's (DOE) imposed Long Term Monitoring Plan, DOE requires both long term groundwater monitoring and completion of soil sampling. This contract provides for these above summarized activities and is one of the conditions imposed by DOE that needs to be satisfied in order for the City to obtain final DOE cleanup site approval.

**FISCAL CONSIDERATION**

This project is included in the City of Gig Harbor's 2015/2016 Budget with a budgeted amount of \$15,000 from the Parks Operating Fund. The budget summary for this item is provided in the table below.

<b>Project Funding:</b>	
2015/2016 Budget Parks Operating, Objective 13	\$ 15,000.00
<b>Consultant Services Expenses:</b>	
Soil & Water Sampling – Robinson Noble, Inc.	\$ 12,133.00
Total Remaining Budget:	\$ 2,867.00

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute Consultant Services Contract with Robinson Noble, Inc. an amount not to exceed \$12,133.00.

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

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

**RECITALS**

WHEREAS, the City is presently engaged in Monitoring Groundwater for Maritime Pier Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

**TERMS**

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twelve Thousand One Hundred Thirty Three Dollars and Zero Cents (\$12,133.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **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, 2016; 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

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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

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coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

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

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

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

**12. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the

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

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

**14. Resolution of Disputes and Governing Law.**

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

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

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

CONSULTANT:  
Robinson Noble, Inc.  
ATTN: John Hildenbrand  
2105 South C Street  
Tacoma, WA 98402  
(253) 475-7711

City of Gig Harbor  
ATTN: Marcos McGraw  
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 B** attached hereto and incorporated herein by this reference as if set forth in full.

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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

May 22, 2015

Marcos McGraw  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Subject: Soil investigation scope of work and cost estimate for 3003 Harborview Drive, Gig Harbor, Washington (parcel no. 0221081187)

Dear Mr. McGraw,

Robinson Noble is pleased to provide this scope and cost estimate for conducting additional soils investigation at the above-referenced site. This study is being conducted to evaluate the steps needed to remove the post-remedial groundwater monitoring requirement and possibly the environmental covenant on the property.

The general objectives of this investigation are the evaluation of current subsurface soil contaminant concentrations on the site and, based on those concentrations, the preparation of a cleanup report evaluating the actions needed to remove the existing long-term groundwater monitoring requirement and possibly the environmental covenant placed on the property as part of historical remediation activities at the site.

Our proposed investigation will include the following tasks.

1. Prepare an investigation work plan for submittal to Ecology. The work plan will be consistent with WAC 173-340-810 and 173-340-820 including site health and safety, sampling and analysis planning (SAP), and quality control planning (QAPP). Preparation of the work plan will require input from the City on historical site elevations and slopes compared to existing grades.
2. Prior to drilling, we will complete the location of utilities and other infrastructure. This will be done using one-call public utility location service, as well as a private utility location contractor to clear boring locations from unmarked utilities as well as to assist in marking areas of concern identified by you that may contain un-locatable utilities.

Subsequently, we will complete a series of five direct-push soil borings to be drilled at previously-sampled locations as identified by Ecology. One soil sample will be collected at depths prescribed by Ecology and analyzed for total petroleum hydrocarbons. The sampling depths will take into account any changes in ground surface elevation during the redevelopment.

3. The collected samples will be submitted to a Washington State accredited environmental laboratory for analysis. Laboratory analysis will be completed for gasoline-, diesel-, and oil-range petroleum hydrocarbons using NWTPH-Gx, NWTPH-Dx-extended methods.



4. The analytical data will be compared to previous concentrations in the area and the site-specific Method B TPH cleanup level of 2,530 mg/kg. The data comparison, along with the field activities, will be documented in a cleanup report. The report will include our interpretation of the data and our professional conclusions. We will provide pertinent recommendations regarding the cessation of groundwater monitoring and potential removal of the environmental covenant.

The estimated project cost is \$12,133, including our equipment, supplies, and subcontracted costs. The table, below, provides additional detail on the project costs.

<b>Estimated Project Costs</b>	
Robinson Noble professional services, supplies, and equipment	\$8,488
Subcontracted laboratory charges	\$ 625
Subcontracted utility location	\$ 320
Subcontracted drilling contractor charges	\$2,100
Disposal of investigation derived waste (IDW)	\$ 600*
<b>Estimated Total</b>	<b>\$12,133</b>

\*Estimated IDW disposal for three drums at \$200 per drum

As noted in the table above, the project costs include the disposal of any drill cuttings (soils) generated during borings. The cost provided assumes that the cuttings will be disposed of as contaminated.

We understand this work will be completed based on the attached estimate and Robinson Noble Fee Schedule to be performed under the City of Gig Harbor's standard contract. We have previously negotiated a version of this contract that has governed several recent projects. We presume that this will be the contract provided for execution.

Project activities will begin immediately upon notice to proceed. We anticipate the project cleanup report will be ready for submittal within 15 working days after completion of field activities.

We hope this scope of work and cost estimate is adequate for your needs. Please contact us if we can provide additional information or modify the scope of work to better assist you. If at any time prior to or during this project you identify a concern or problem with our work or progress that cannot be resolved by the assigned Robinson Noble project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction. We can be reached at (253) 475-7711.

Respectfully submitted,  
**Robinson Noble, Inc.**



John F. Hildenbrand  
Principal Environmental Scientist  
Environmental Services Manager

Exhibit B

Project Estimate  
Gig Harbor  
3003 harborview drive soils investigation  
May 22, 2015



Estimated Labor Costs

Task	Total Estimated Hours	Estimated Labor Cost
TASK 1: set up	3.5	\$486.50
TASK 2: work plan	28.0	\$3,459.50
TASK 3: field	10.5	\$1,315.50
TASK 4: report	21.0	\$2,556.50
TASK 5: post report	2.5	\$437.50
TASK 6:	0.0	
TASK 7:	0.0	
TASK 8:	0.0	
Labor Totals	65.5	\$8,255.50

Estimated Direct Costs

General Office Supplies	--		\$30.00
Insurance Fees / Miscellaneous Costs	--		\$0.00
Travel Mileage	\$0.62	100	\$62.00
Digital Camera (per day)	\$10.00	1	\$10.00
PID or Electronic Interface Probe (per day)	\$75.00	1	\$75.00
PPE (per person per day)	\$50.00	1	\$50.00
		Direct Cost Subtotal	\$227.00
		Handling Fee	\$5.00
		Total Direct Costs	\$232.00

Estimated Subcontract Advancement/Reimbursements

Holt			\$2,100.00
Utility Locate	\$80.00	4	\$320.00
Investigation Derived Waste Disposal per drum	\$200.00	3	\$600.00
Diesel and/or Oil TPH	\$65.00	5	\$325.00
Gasoline TPH	\$60.00	5	\$300.00
		Advancements/Reimbursements for Subcontractors	\$3,645.00
		Handling Fee	\$0.00
		Total Subcontracted Costs	\$3,645.00

Total Estimated Project Costs \$12,132.50

See Attached Fee Schedule



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 over 300 ft	Flat fee per project 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:** Long Term Jail Inmate Housing Contract with the City of Sunnyside, WA.

**Proposed Council Action:** Approve and authorize the Mayor to execute the Contract for Jail Services.

**Dept. Origin:** Police Department

**Prepared by:** Kelly Busey

**For Agenda of:** May 26, 2015

**Exhibit:** Jail Services Contract

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*RBW 6/4/15*  
*by email*  
*6/4*

<b>Expenditure Required</b>	To be determined	<b>Amount Budgeted</b>	\$	<b>Appropriation Required</b>	\$ 0
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**INFORMATION/BACKGROUND**

Due to the current budgetary crisis at the Pierce County Jail, most Gig Harbor misdemeanants are no longer being accepted at Pierce County Jail. The Kitsap County Jail is now the primary booking jail for misdemeanor-only arrests. The Kitsap Jail charges \$86.95 per day per inmate. In an effort to reduce jail costs, other jails in Washington were examined for the housing of long term, post-conviction inmates. It was determined that the Sunnyside Jail in Yakima is the most viable option at \$42 per day per inmate staying more than 7 days. Sunnyside Corrections will be responsible for the transporting of prisoners from Gig Harbor to Sunnyside Jail. Sunnyside will be used only for post-conviction sentences lasting more than 7 days.

**FISCAL CONSIDERATION**

We anticipate that this will be a cost-saving measure that will arise approximately five times per year.

**BOARD OR COMMITTEE RECOMMENDATION**

The Finance and Safety Committee reviewed this contract at a 6/1/15 meeting and recommended approval with periodic review.

**RECOMMENDATION/MOTION**

Authorize the Mayor to approve and execute the contract for Jail Services.

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON AND  
THE CITY OF GIG HARBOR, WASHINGTON, FOR THE HOUSING OF INMATES**

**THIS INTERLOCAL AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2015 by and between the City of Gig Harbor, Washington, hereinafter referred to as "Gig Harbor", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.**

**WITNESSETH:**

WHEREAS, Sunnyside and Gig Harbor are authorized by law to have charge and custody of the Sunnyside City Jail and the Gig Harbor prisoners or inmates, respectively; and

WHEREAS, Gig Harbor wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from May 26, 2015 and end December 31, 2015, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms



and conditions as the parties may determine. Nothing in this Agreement shall be construed to require Gig Harbor to house inmates in Sunnyside continuously.

3. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) calendar days after receipt of such notice. Within said ninety (90) days, Gig Harbor agrees to remove its inmate(s) from Sunnyside.

(b) By Gig Harbor due to lack of funding. The obligation of Gig Harbor to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Gig Harbor. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then Gig Harbor shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Gig Harbor.

(c) Termination for Breach. In the event Gig Harbor breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of Sunnyside giving Gig Harbor written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate Gig Harbor's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, Gig Harbor shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until Gig Harbor retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside:

City of Sunnyside  
818 E. Edison Avenue  
Sunnyside, WA 98944

Primary Contact Person:  
Secondary Contact:

Al Escalera, Police Chief  
Andrew Gutierrez, Corrections Sergeant

To Gig Harbor: City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Primary Contact Person: Kelly Busey, Police Chief  
Secondary Contact: Fred Douglas, Police Lieutenant

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Rates. Sunnyside agrees to accept and house Gig Harbor inmates for compensation per inmate at the rate of \$60.00 per day for inmates staying less than 7 days **unless** all transportation needs are met by the primary agency within the 7 day period in which the rate shall be assessed at \$42.00 per day. A rate of \$42.00 per day shall be assessed per inmate for inmates staying longer than 7 days. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of Gig Harbor inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from Sunnyside Corrections and/or returned to Gig Harbor, regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against Gig Harbor.

(b) Billing and Payment. Sunnyside agrees to provide Gig Harbor with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of

release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10<sup>th</sup> of each month. Gig Harbor agrees to make payment to the City of Sunnyside within 30 days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation for inmates staying 7 days or more is included in the cost and is provided by Sunnyside Corrections. Inmates staying less than 7 days must be transported to Sunnyside Corrections by Gig Harbor. Inmates housed for west side agencies' will be released in their contract city by Sunnyside correctional staff or as near to their contract city that Greyhound bus lines or similar bussing companies allow for.

7. RIGHT OF INSPECTION

Gig Harbor shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of Gig Harbor are confined in order to determine if such jail maintains standards of confinement acceptable to Gig Harbor and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE

Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS

Sunnyside shall establish and maintain an account for each inmate received from Gig Harbor and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to Gig Harbor for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either Gig Harbor or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of Gig Harbor; at such time Gig Harbor shall be accountable to the inmate for said funds.

10. INMATE PROPERTY

Gig Harbor may transfer to Sunnyside only agreed amounts of personal property of Gig Harbor inmates recovered from or surrendered by inmates to Gig Harbor upon booking.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders

of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to Gig Harbor inmates above, beyond or in addition to that which is required by applicable law.

## 12. MEDICAL SERVICES

(a) Inmates deemed Gig Harbor inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, Gig Harbor shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to Gig Harbor inmates. Gig Harbor shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefore. Discounted medical rates provided to Sunnyside shall be extended to Gig Harbor.

(b) An adequate record of all such services shall be kept by Sunnyside for Gig Harbor's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to Gig Harbor as soon as time permits.

(c) Should medical, psychiatric or dental services require anticipated hospitalization or care outside the jail, Gig Harbor agrees to compensate Sunnyside dollar for dollar any amount expended or cost incurred in providing the same; provided that Gig Harbor will be notified by contacting the duty supervisor at Gig Harbor prior to the inmate's transfer to a hospital or outside medical facility, if and when circumstances allow, or by before noon on the next business day. In either case, Gig Harbor will be notified by telephone.

## 13. DISCIPLINE

Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of Gig Harbor. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

## 14. RECORDS AND REPORTS

(a) Gig Harbor shall forward to Sunnyside before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, Gig Harbor shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL

An inmate of Gig Harbor legally confined in Sunnyside shall not be removed therefrom by any person without written authorization from Gig Harbor or by order of any court having jurisdiction. Gig Harbor hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove Gig Harbor inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Sunnyside. In the event of any such emergency removal, Sunnyside shall inform Gig Harbor of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES

In the event any Gig Harbor inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Gig Harbor. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE

- (a) In the event of the death of an Gig Harbor inmate, the Yakima County Coroner shall be notified. Gig Harbor shall receive copies of any records made at or in connection with such notification.
- (b) Sunnyside shall immediately notify Gig Harbor of the death of an Gig Harbor inmate furnish information as requested and follow the instructions of Gig Harbor with regard to the disposition of the body. Gig Harbor hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of Gig Harbor. Written notice shall be provided within three weekdays of receipt by Gig Harbor of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Gig Harbor. With Gig Harbor's consent, Sunnyside may arrange for burial and all matters related or incidental thereto, and all

such expenses shall be paid by Gig Harbor. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

- (c) Gig Harbor shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES

Upon request from Sunnyside, Gig Harbor shall, at its expense, retake any Gig Harbor inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any Gig Harbor inmate is terminated for any reason, Gig Harbor shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION

Sunnyside agrees to hold harmless, indemnify and defend Gig Harbor, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Gig Harbor, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both Gig Harbor and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 Gig Harbor – HOLD HARMLESS AND INDEMNIFICATION

Gig Harbor agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Gig Harbor, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Gig Harbor's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both Gig Harbor and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

## 20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Sunnyside shall have the right to refuse to accept any inmate from Gig Harbor when, in the opinion of Sunnyside, its inmate census is at capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reach or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from Gig Harbor who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) Gig Harbor prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to Gig Harbor by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside three (3) days prior to time of expected transport.

## 21. INDEPENDENT CONTRACTOR

In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of Gig Harbor for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Gig Harbor under any applicable law, rule or regulation.

## 22. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not effect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Yakima County Superior Court.

(c) Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms or this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

## 23. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

## 24. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

## 25. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between Gig Harbor and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.



IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

**CITY OF SUNNYSIDE**

**CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Don Day, City Manager

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Delilah Saenz, City Clerk

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kerr Law Group, PLLC,  
Attorneys for the City of Sunnyside

\_\_\_\_\_  
Angela Summerfield  
Attorney for City of Gig Harbor



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

**Subject:** Asbestos Cement Water Main Replacement, Stinson Avenue (CWP-1501) – Consultant Services Contract – Exeltech Consulting, Inc.

**Proposed Council Action:** Approve and authorize the Mayor to execute Consultant Services Contract with Exeltech Consulting, Inc., an amount not to exceed \$137,196.04.

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

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

**For Agenda of:** June 8, 2015

**Exhibits:** Consultant Agreement with  
Exhibit A – Scope of Work and  
Exhibit B – Schedule of Rates

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** RW 6/4/15

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

**Approved by Finance Director:** DR 6/4

**Approved by Public Works Dir.:** [Signature]

**Approved by City Engineer:** [Signature] 6-4-15

<b>Expenditure Required</b>	\$137,196.04	<b>Amount Budgeted</b>	\$1,200,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

A budgeted 2015 -2016 Water capital objective provides for the replacement of the asbestos cement (AC) water main with ductile iron pipe along Stinson Avenue, between the limits of Pioneer Way to Rosedale Street.

This contract with Exeltech provides for design services, preparation of bidding documents and bidding assistance for this project. The consultant selection process was in accordance with City of Gig Harbor Resolution number 884. The City selected five consultants from the current Municipal Research and Services Center (MRSC) consultant roster for various city projects including Harborview Drive Storm Water Conveyance Improvements, Harborview Drive Sidewalk Improvements, Cushman Trail Phase 5 Alignment Planning, Stinson Avenue Water/Street Improvements and 50<sup>th</sup> Street Culvert. The City determined Exeltech Consulting, Inc. to be the most qualified for the engineering services for this project.

Construction of this replacement waterline will occur in advance of the associated Stinson Avenue roadway improvement project.

**FISCAL CONSIDERATION**

This project is included in the City of Gig Harbor's 2015/2016 Budget with a budgeted amount of \$1,200,000 from the Water Capital Fund. The budget summary for this item is provided in the table below.

Project Funding:		
2015/2016 Budget Water Capital, Objective 4	\$ 1,200,000.00	
Consultant Services Expenses:		
Project Design – Exeltech Consulting, Inc.	\$ 137,196.04	
Anticipated Construction Expenses:		
Material Testing & Construction	\$ 1,062,803.96	
Total Remaining Budget:		\$ 0

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute Consultant Services Contract with Exeltech Consulting, Inc. an amount not to exceed \$137,196.04.

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
EXELTECH CONSULTING, INC**

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

**RECITALS**

WHEREAS, the City is presently engaged in Design for the Asbestos Cement Water Main Replacement Project at Stinson Avenue and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

**TERMS**

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

**2. Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Thirty Seven Thousand One Hundred Ninety Six Dollars and Four Cents (\$137,196.04) 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, 2016; 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:  
Exeltech Consulting, Inc.  
ATTN: Joshua Ranes, P.E.  
8729 Commerce Place Drive NE  
Suite A  
Lacey, WA 98516

City of Gig Harbor  
ATTN: Steve 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 B** 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 Services for City of Gig Harbor

### Stinson Avenue Water Main Replacement

June, 2015

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#### Prepared by:

Exeltech Consulting, Inc.  
8729 Commerce Place Drive NE  
Suite A  
Lacey, WA 98516



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# Scope of Services for Stinson Avenue Water Main Replacement

## City of Gig Harbor

During the term of this Agreement, Exeltech Consulting, Inc., hereinafter referred to as the "CONSULTANT", will perform professional services for the City of Gig Harbor, hereinafter referred to as "CLIENT". SUBCONSULTANTS include Pace Engineering, Inc. for topographic survey. This scope of services includes water main replacement design, technical specifications, opinion of probable cost, pre and post bid support, and engineer of record construction support for the Stinson Avenue Water main Replacement Project.

The CONSULTANT will actively coordinate and manage the work, identify and resolve issues in a timely manner, communicate effectively, and maintain the accuracy and overall quality of the work and work products. The CONSULTANT will be responsible for the performance of the services described hereinafter, furnishing materials and information as needed to accomplish the work tasks. This document will be used to plan, conduct and complete the work for the Project.

### I. BACKGROUND

The project limits within Gig Harbor Washington are:

- Stinson Avenue between Pioneer Way and Rosedale Street
- Pioneer Way between Stinson Avenue and Grandview Street
- Grandview Street between Stinson Avenue and Pioneer Way

The existing water main within the project limits typically consists of 8-inch asbestos cement water pipe. This project will upsize the water main within the identified limits to 12" diameter ductile iron pipe.

### II. PROJECT SCHEDULE

The following project milestones dates are defined in months following Notice to Proceed:

60% Design Review	2.0 Months
90% Final Design	4.0 Months
100% PS&E	5.5 Months
Advertise For Bids	6.5 Months
Construction Award	7.5 Months

### III. PROJECT DESCRIPTION

This project will follow the City's proposal to replace and upsize the water main along portions of Stinson Avenue, Grandview Street, and Pioneer Way. The replaced water main will be generally located parallel to the existing water main and designed in a

manner to maintain function of the existing water main prior to connection of the new water main.

#### IV. PROJECT ASSUMPTIONS

1. CLIENT will provide copies of available water main and water service background information, such as plans for the existing water main, survey drawings and right-of-way reports, and any other work products developed for the CLIENT related to the existing water main.
2. CLIENT will lead community outreach activities. CONSULTANT will prepare up to two (2) 24"x36" exhibits for outreach activities.
3. CONSULTANT will provide up to one (1) design team member to attend up to one (1) public outreach event.
4. CLIENT will have timely reviews of submitted deliverables at mutually agreed upon times and consolidation of all review comments into one review document prior to returning to the CONSULTANT. The Project schedule assumes two week turn around reviews by the CLIENT.
5. CLIENT will keep CONSULTANT informed as to status of reviews, invoices, and other decisions that may affect the delivery of the Project.
6. The plans, specifications, and estimates and reports will be prepared, to the extent feasible, in accordance with the following:
  - 2014 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction
  - 2015 WSDOT LAG Manual
  - 2014 Gig Harbor Public Works Standards
  - 2009 Washington State Department of Health (DOH) Water System Design Manual.

Changes in any design specifications, guidelines, or standards after work has begun may result in supplemental services.

7. The plans will be prepared using AutoCAD 2015 software and will include an assumed 18 plan sheets total. See Table 1 for the assumed Design Sheet List for the 18 water main replacement plan sheets.
8. The AutoCAD files will be transmitted to the City via DVD or FTP site upon approval of the 100% design plans.
9. The project will be developed using English units of measure.
10. CONSULTANT will not be required to model the existing or proposed water pressures and flow capacities/supply. At the 60% design level the CLIENT will verify/confirm that water flows and pressures within the system meet current standards. Pipe size and layout changes beyond the 60% level may result in additional services.
11. Changes to water line alignment after review and comment of the 60% design may result in additional services.

12. Notice to proceed will be provided, and design will progress simultaneously for the Stinson Avenue Roadway and Stinson Avenue Water Main Replacement Projects. The topographic survey will be completed simultaneously for the water main and road projects.
13. CLIENT will locate all existing utilities prior to survey within the project limits. Locates will include painting the existing surface where the utilities are located
14. Construction work will be within the existing right-of-way. Right-of-way services are excluded from this scope of services.
15. Ground disturbance during construction will be less than one (1) acre, and neither a Construction Stormwater General Permit nor a Stormwater Pollution Prevention Plan (SWPPP) will be required.
16. CONSULTANT will not be responsible for permit fees.
17. No additional design and/or relocation of utilities other than the water main and water service connections will be required.
18. Budgeting assumes a continuous design progress from the start of design through approval of 100% PS&E. Phasing of design is not anticipated.
19. This project will not address and/or correct any roadway or sidewalk geometrics including Americans with Disabilities Act (ADA).
20. For each design plan submittal (4) hard copies 11x17 and (4) hard copies 22x34 and an electronic PDF will be delivered to the CLIENT.
21. CLIENT will notify CONSULTANT a minimum 48 hours in advance of water main pipe being buried, pressure tested, and disinfected to provide adequate time for CONSULTANT inspection or witness of pressure testing and disinfection.
22. CLIENT directed activities, beyond the scope of work, will require written confirmation from the CLIENT Project Manager or proxy.
23. Staffing levels are anticipated in accordance with attached budget estimate. Services will be limited to these assumed hours/costs, unless additional services are authorized. Budgets may be shifted between tasks so long as the overall budget is not exceeded.
24. Cost estimates provided are the engineer's opinion of probable cost.
25. Services not included within this Scope of Services are excluded from this Contract.

## **V. SCOPE OF SERVICES**

### **TASK 1 PROJECT MANAGEMENT**

#### **Task 1.1 Project Management**

The Project Management task includes controlling scope, schedule, and budget during the course of the project by communicating with project team members. Communications will include emails, electronic and hard copy documentation control, monthly invoicing, progress reports, coordination of project design criteria, sharing project design technical

information, and coordination of project deliverable submittals with the project team members and CLIENT.

*Deliverables:*

- Monthly progress report and invoice with a tracking overall budget incurred expense to date and available project budget versus time graph to be provided at each monthly invoice.
- MS project schedule with major milestones depicted, at project startup.

### **Task 1.2 Design Review Meetings**

The CONSULTANT will attend up to three (3) meetings (60% Design Review, 90% Final Design Review, and 100% PS&E review) with the CLIENT at their office in Gig Harbor, WA. Other project team meetings will be held via telephone or video conference.

### **Task 1.3 Public Outreach Support**

The CONSULTANT will prepare up to two (2) 24" x 36" exhibits to support CLIENT's public outreach efforts. Exhibits will be derived from plans under development for the project and will not require professional architectural or artistic services. The CONSULTANT will attend up to one (1) public outreach event.

*Deliverables:*

- Public Outreach Exhibits (2).

## **TASK 2 SITE SURVEY MAPPING AND PROPERTY IDENTIFICATION**

### **Task 2.1: Topographic Survey**

This task includes researching & identifying local horizontal and vertical control in the vicinity that will be utilized for the project in addition to performing the necessary field work to establish it onsite.

- Vertical Datum: NAVD 88.
- Horizontal Datum: Project Datum North American Datum of 1983 (Adjusted 2007) Washington State Plane Coordinate System, South Zone.

The CONSULTANT will locate visible surface features and Right-of-Way boundaries within the mapping area, including:

- 50 feet of intersecting streets mapped,
- Full width of the right of way or to private fence or barrier if one exists,
- Topography sufficient enough to generate 1-foot contours,
- Utilities, including inverts of storm and sanitary sewers, gas, power, communication
- Utilities, gas, power, communication with visible surface indications,
- Paving limits, channelization, curbs, grade break points, etc.,

- Other surface features such as walls, fences, rockeries, trees over 8 inches in diameter, buildings, creeks, etc.

*Deliverables:*

- Survey field notes.
- Topographic Survey / Base Map showing the above drafted in AutoCAD Civil 3D 2014, including CAD file(s), including the binding of all x-references.

### **TASK 3 WATER MAIN REPLACEMENT ENGINEERING**

The CONSULTANT's internal QA/QC procedures will be utilized throughout the design effort on this Project. Drawings and details will be reviewed for constructability and conformance to the design and the approved drawing standards.

#### **Task 3.1 Site Inspection**

The CONSULTANT will participate in one (1) site visit by design team members to evaluate site conditions (e.g., water appurtenance locations, other utilities) during design.

#### **Task 3.2 Collection and Review of Existing Data and Develop Design Criteria**

The CONSULTANT will initiate data collection activities as a first order of work. During this task, the CONSULTANT will review existing available as-built data and technical data provided by CLIENT, including:

- As Built Plans,
- Other available information (Permitting and Environmental Documents).

The CONSULTANT will review the relevant site data, and develop design constraints, design considerations, and design criteria for development of the Project. This task will include determination of survey limits.

The CONSULTANT will create a Basis of Design (BOD) technical document to describe the design codes/references, intent of the design, and construction materials. The document will be created in conjunction with the CLIENT. A draft BOD will be sent to the CLIENT for comment and the document will be finalized for approval prior to submittal of the 60% design.

*Deliverables:*

- Draft/Final Basis of Design.

#### **Task 3.3 60% Design and Review**

The CONSULTANT will advance the project plans to a 60% design level. These plans will include development as described in the sheet list shown in Table 1.

The CONSULTANT will provide 60% design plans for review by the CLIENT. CLIENT's internal staff will review plans for adherence to City of Gig Harbor design and construction



standards, environmental requirements, etc. Comments received from the 60% design will be incorporated in the 90% design submittal.

The CONSULTANT will conduct a 60% design review meeting to discuss and resolve CLIENT comments.

*Deliverables:*

- 60% Plans and Opinion of Probable Cost.
- Written responses to the 60% review comments.

### **Task 3.4 Final 90% and 100% Design**

The CONSULTANT will progress the 60% design and prepare final design (90% Final Design and 100% Plans, Specifications, and Estimate (PS&E)). The work will be in accordance with the approved Basis of Design Memo, and plan sheet development in accordance with Table 1.

Final design will include ongoing collaboration with the CLIENT organization and documentation of the project design constraints approved by the CLIENT organization. The CONSULTANT will prepare written responses to the 90% PS&E comments and incorporate the review comments in the final 100% PS&E.

The CONSULTANT will conduct a 90% and 100% design review meeting to discuss and resolve CLIENT comments.

#### **Task 3.4.1 Water Main Final Design Plans**

The CONSULTANT will prepare final design plans for the CLIENT's review.

*Deliverables:*

- 90% Design Plans.
- Written Responses to CLIENT comments.
- 100% Design Plans, in autocad Civil 3D format with all bound x-references.

#### **Task 3.4.2 Opinion of Probable Construction Cost**

The CONSULTANT will prepare an opinion of probable construction cost using approximate quantities of materials for some bid items and lump sum estimates for some bid items, depending on the degree of design completed. Historical bid unit prices for projects in Western Washington will be used to determine appropriate unit bid prices for the opinion of probable construction cost.

*Deliverables:*

- 90% Opinion of Probable Construction Cost.
- 100% Stamped Opinion of Probable Construction Cost.

#### **Task 3.4.3 Project Specifications**

The CONSULTANT will prepare and submit 90% and 100% Project Specifications for the CLIENT's review.

*Deliverables:*

- 90% Project Specifications.
- 100% Project Specifications.

### **Task 3.5 Constructability Review**

After the 90% design submittal, the CONSULTANT will conduct a constructability review for the various elements on the Project. A 90% set of plans will be used for the review wherein they will be checked for coordination with existing facilities, site constraints, utilities, construction staging, construction access, and various other constructability issues that are site specific.

The CONSULTANT will prepare a Record of Materials (ROM) during this review. The ROM will provide a basis for acceptance of materials during the life of the construction contract.

*Deliverables:*

- Summary of Constructability Review.
- Record of Materials (ROM).

## **TASK 4 CONSTRUCTION SUPPORT / ENGINEER OF RECORD (EOR) ACTIVITIES**

The CONSULTANT will provide the following services:

### **Task 4.1 Bid Support**

The CONSULTANT will provide support to CLIENT during the project advertisement for construction bids period. The CONSULTANT will address Contractor and Supplier requests for information and interpretations of the contract documents while the project is being advertised for bids; provide Bid Item quantity checks and bid package document clarifications; review the Lump Sum Bid Price, Select Unit Prices, and Schedule of Values for the project; and process updates to the Contract Provisions and Contract revisions for Addendums. The CONSULTANT will review the contractor bids and provide recommendations to CLIENT regarding the award of the contract.

### **Task 4.2 Engineer of Record**

The CONSULTANT will provide Engineer of Record (EOR) construction support services throughout the duration of the project, including the following:

- Review the Project Schedule for the project.
- Review the Contractor's approach to the project in their Work Plan.
- Review the Contractor's Environmental Compliance submittals, including the SPCC/Erosion Control Plan.

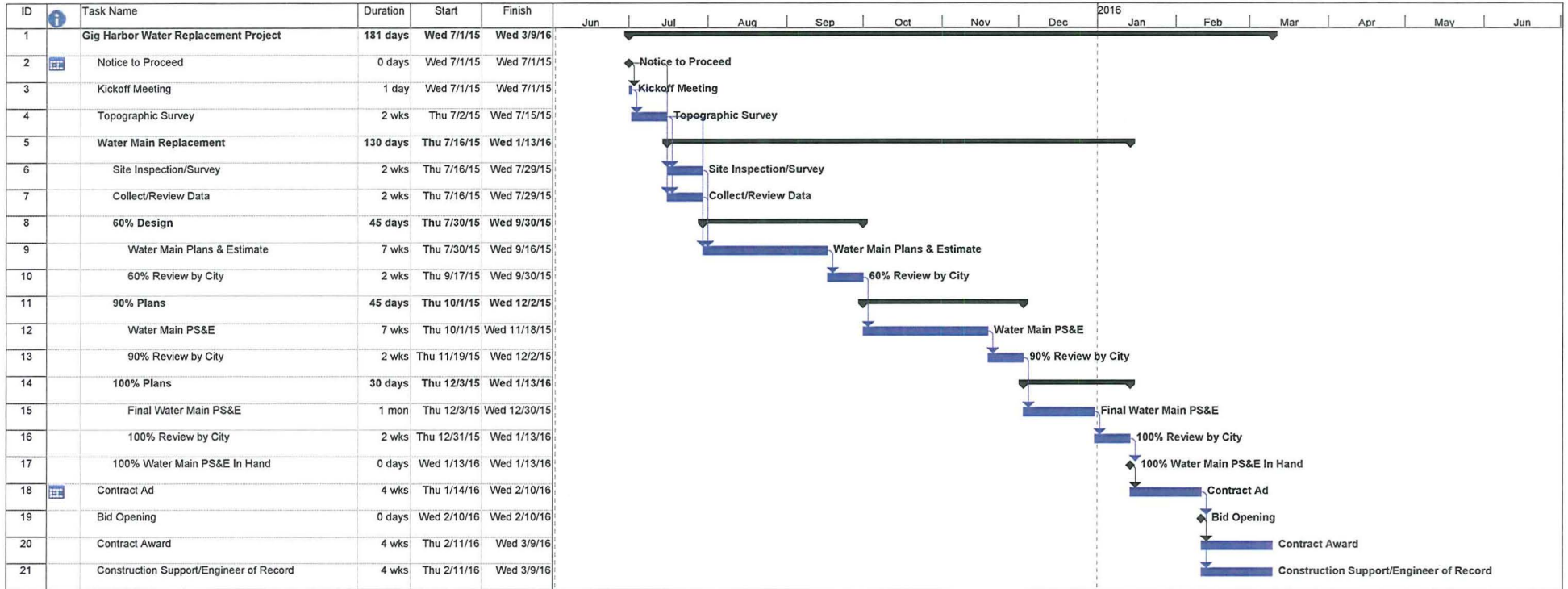
- Review and respond to Requests for Information (RFI's) on the project and provide clarification and interpretation of contract specifications and drawings.
- Review of project materials submittals, including catalog cuts, specifications, material certifications, welding procedures, and other submittals required by the contract and recommend response.
- Review Contractor proposed construction materials, methods, and procedures for the various components of the project and provide recommendations.

#### **TASK 5 MANAGEMENT RESERVE**

The Consultant will provide additional services as requested by the CLIENT.

**Table 1. Assumed Design Sheet List**

Sheet No.	Sheet Name	60%	90%	100%
1	Title Sheet w/ Sheet Index and Vicinity Map	x	x	x
2	Legend and Abbreviations	x	x	x
3	Water Plan and Profiles (1 of 9)	x	x	x
4	Water Plan and Profiles (2 of 9)	x	x	x
5	Water Plan and Profiles (3 of 9)	x	x	x
6	Water Plan and Profiles (4 of 9)	x	x	x
7	Water Plan and Profiles (5 of 9)	x	x	x
8	Water Plan and Profiles (6 of 9)	x	x	x
9	Water Plan and Profiles (7 of 9)	x	x	x
10	Water Plan and Profiles (8 of 9)	x	x	x
11	Water Plan and Profiles (9 of 9)	x	x	x
12	Water Notes		x	x
13	Water Details (1 of 3)		x	x
14	Water Details (2 of 3)		x	x
15	Water Details (3 of 3)		x	x
16	Temporary Traffic Control (1 of 3)		x	x
17	Temporary Traffic Control (2 of 3)		x	x
18	Temporary Traffic Control (2 of 3)		x	x



Project: Gig Harbor Water Replacemen  
Date: Tue 6/2/15

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

# CONSULTANT TEAM

Stinson Avenue  
Water Main Replacement

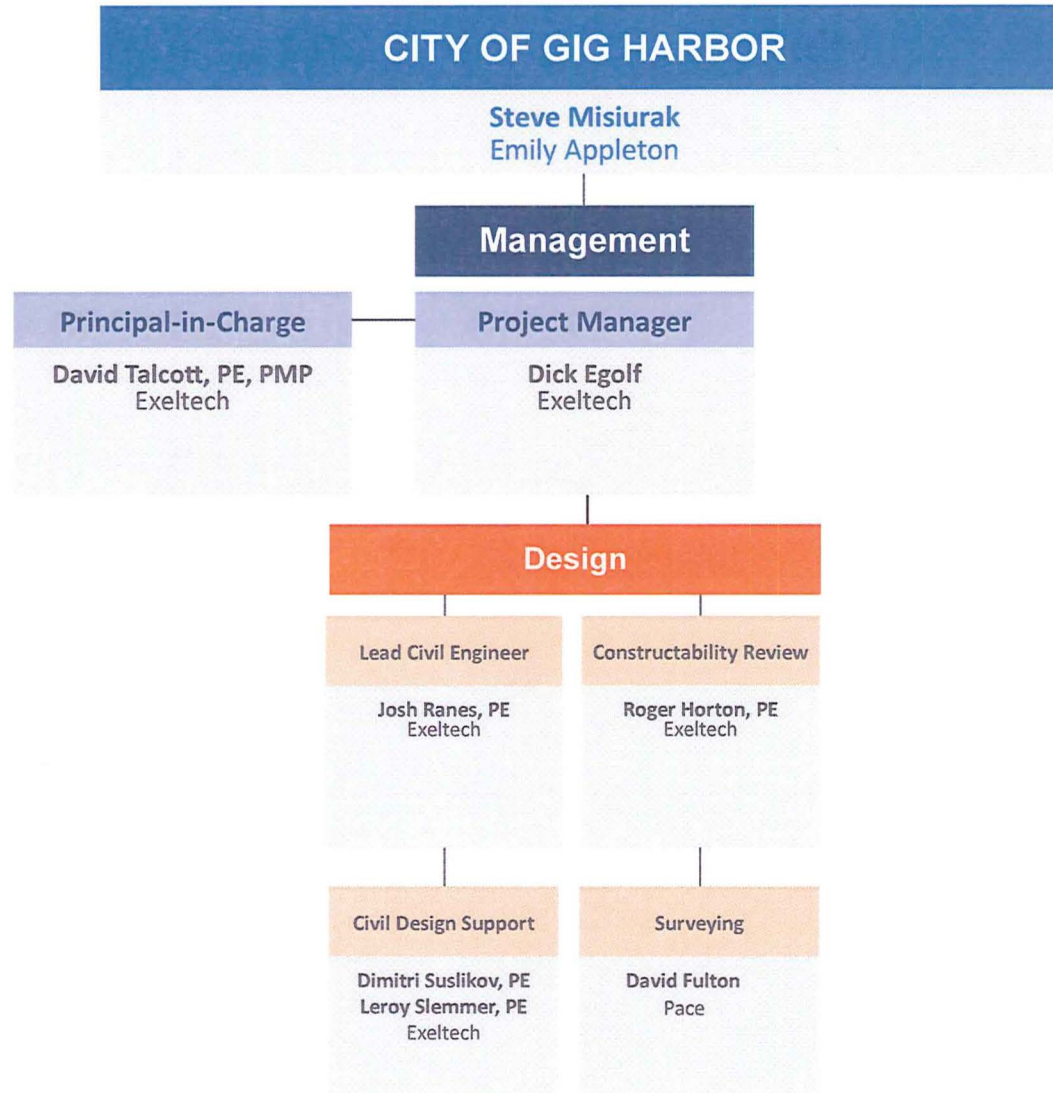


Exhibit B  
City of Gig Harbor  
Stinson Avenue Water Main Replacement

Task	Exeltech	Pace	Total
<b>1. PROJECT MANAGEMENT</b>			
1.1 Project Management	\$10,443.31		\$10,443.31
1.2 Design Review Meetings	\$4,786.54		\$4,786.54
1.3 Public Outreach Support	\$2,208.35		\$2,208.35
<b>2. SITE SURVEY MAPPING AND PROPERTY IDENTIFICATION</b>			
2.1 Topographic Survey		\$9,936.07	\$9,936.07
<b>3. WATER MAIN REPLACEMENT ENGINEERING</b>			
3.1 Site Inspection	\$1,249.63		\$1,249.63
3.2 Collection and Review of Existing Data and Develop Design Criteria	\$3,171.89		\$3,171.89
3.3 60% Design and Review			
Title Sheet w/ Sheet Index & Vicinity Map (1 Plan Sheet)	\$987.36		\$987.36
Legend and Abbreviations (1 Plan Sheet)	\$987.36		\$987.36
Water Plan and Profiles (9 Plan Sheets)	\$24,639.94		\$24,639.94
Water Notes (1 Plan Sheet)			
Water Details (3 Plan Sheets)			
Temporary Traffic Control (3 Plan Sheets)			
3.4 90% and 100% Design			
3.4.1 Water Main Final Design Plans			
Title Sheet w/ Sheet Index & Vicinity Map (1 Plan Sheet)	\$814.57		\$814.57
Legend and Abbreviations (1 Plan Sheet)	\$1,160.15		\$1,160.15
Water Plan and Profiles (9 Plan Sheets)	\$19,148.18		\$19,148.18
Water Notes (1 Plan Sheet)	\$1,394.65		\$1,394.65
Water Details (3 Plan Sheets)	\$6,189.08		\$6,189.08
Temporary Traffic Control (3 Plan Sheets)	\$8,269.14		\$8,269.14
3.4.2 Opinion of Probable Construction Cost	\$4,936.37		\$4,936.37
3.4.3 Project Specifications	\$9,490.57		\$9,490.57
3.5 Constructability Review - consider service connection issues	\$3,344.68		\$3,344.68
<b>4. CONSTRUCTION SUPPORT / ENGINEER OF RECORD (EOR) ACTIVITIES</b>			
4.1 Bid Support	\$4,935.50		\$4,935.50
4.2 Engineer of Record	\$6,917.69		\$6,917.69
<b>5. MANAGEMENT RESERVE</b>	\$10,000.00		\$10,000.00
<b>TOTAL LABOR COSTS</b>	<b>\$125,074.96</b>	<b>\$9,936.07</b>	<b>\$135,011.03</b>
Direct Costs	\$1,955.00	\$230.00	\$2,185.00
Escalation			
<b>TOTAL</b>	<b>\$127,029.96</b>	<b>\$10,166.07</b>	<b>\$137,196.04</b>

City of Gig Harbor  
Stinson Avenue Water Main Replacement  
Hours Sheet

	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	CADD Tech	Environmental Planner (Lead)	Environmental Planner	Administration	Total Exeltech Labor Hours	Sr. Principal Surveyor	Sr. Project Surveyor	Project Surveyor	Sr. Party Chief	Survey Tech II	Survey Tech I	Instrument Person	Project Administrator	Office Tech III	Total Pace Labor Hours	TOTAL	
<b>1. PROJECT MANAGEMENT</b>																					
1.1 Project Management	4	12	50					10	76											76	
1.2 Design Review Meetings		10	12	12					34											34	
1.3 Public Outreach Support		4	4					12	20											20	
<b>2. SITE SURVEY MAPPING AND PROPERTY IDENTIFICATION</b>																					
2.1 Topographic Survey										12	14	16	22	20		6				90	90
<b>3. WATER MAIN REPLACEMENT ENGINEERING</b>																					
3.1 Site Inspection			5	5					10											10	
3.2 Collection and Review of Existing Data and Develop Design Criteria			8	18					26											26	
3.3 60% Design and Review																					
Title Sheet w/ Sheet Index & Vicinity Map (1 Plan Sheet)				4	6				10											10	
Legend and Abbreviations (1 Plan Sheet)				4	6				10											10	
Water Plan and Profiles (9 Plan Sheets)		4	20	93	120				237											237	
Water Notes (1 Plan Sheet)																					
Water Details (3 Plan Sheets)																					
Temporary Traffic Control (3 Plan Sheets)																					
3.4 90% and 100% Design																					
3.4.1 Water Main Final Design Plans																					
Title Sheet w/ Sheet Index & Vicinity Map (1 Plan Sheet)				4	4				8											8	
Legend and Abbreviations (1 Plan Sheet)				4	8				12											12	
Water Plan and Profiles (9 Plan Sheets)		2	20	75	85				182											182	
Water Notes (1 Plan Sheet)				6	8				14											14	
Water Details (3 Plan Sheets)		2	10	20	25				57											57	
Temporary Traffic Control (3 Plan Sheets)			8	32	40				80											80	
3.4.2 Opinion of Probable Construction Cost		2	8	30					40											40	
3.4.3 Project Specifications		2	60	10					72											72	
3.5 Constructability Review - consider service connection issues			4	24					28											28	
<b>4. CONSTRUCTION SUPPORT / ENGINEER OF RECORD (EOR) ACTIVITIES</b>																					
4.1 Bid Support		6	8	18	8				40											40	
4.2 Engineer of Record			10	30	24				64											64	
5. MANAGEMENT RESERVE		2	20	35	34				91											91	
<b>TOTAL HOURS</b>	<b>4</b>	<b>48</b>	<b>247</b>	<b>434</b>	<b>864</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>1,111</b>	<b>12</b>	<b>14</b>	<b>16</b>	<b>22</b>	<b>20</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>90</b>	<b>1,201</b>	



Consultant Fee Determination - Summary Sheet  
Cost Plus Fixed Fee

Stinson Avenue Water Main Replacement  
City of Gig Harbor  
Task Description: Consultant Fee Determination  
Consultant: Exeltech Consulting, Inc.

Start Date  
End Date  
Exeltech Project #

Code	Classification	Man Hours	Rate	Dollars
LABOR		Hours		
	Principal	4	x \$69.87	= 279.48
	Sr. Project Manager	46	x \$57.93	= 2,664.78
	Sr. Project Engineer	247	x \$43.00	= 10,621.00
	Project Engineer	424	x \$38.00	= 16,095.11
	CADD Tech	368	x \$28.00	= 10,304.00
	Environmental Planner (Lead)	0	x \$53.39	= 0.00
	Environmental Planner	0	x \$32.25	= 0.00
	Administration	22	x \$26.00	= 572.00
	<b>Total Hours</b>	<b>1,111</b>		
	<b>Total DSC</b>			<b>= 40,536.37</b>

	<b>% Increase</b>	<b>% of Work</b>	=	0.00
<b>Labor Escalation for '16</b>			=	0.00
<b>Escalated Total DSC</b>			=	<b>40,536.37</b>

**Overhead (OH Cost -- including Salary Additives)**

OH Rate x DSC of	<u>178.55%</u>	x	<u>\$40,536.37</u>	=	<b>72,377.69</b>
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**Fixed Fee (FF):**

FF Rate x DSC of	<u>30.00%</u>	x	<u>\$40,536.37</u>	=	<b>12,160.91</b>
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**Reimbursables**

<u>Itemized</u>	Quantity	Units		Rate	In Scope
Meals and Lodging		each	@	\$150.00	= 0.00
Mileage	1,000	each	@	\$0.58	= 575.00
Reproduction and Printing	4	exhibits	@	\$100.00	= 400.00
Postage and Supplies	24	Est	@	\$20.00	= 480.00
Miscellaneous Supplies	1	Est	@	\$500.00	= 500.00
<b>Reimbursables Total</b>					<b><u>1,955.00</u></b>

**Exeltech Subtotal** 127,029.97

**Subconsultant Costs** 10,166.07

**Grand Total** 137,196.04

Subconsultant Fee Determination - Summary Sheet

Stinson Avenue Water Main Replacement  
City of Gig Harbor  
Task Description: Survey  
Consultant Fee Determination  
Consultant: Pace

Classification	Hours		Labor Rate		Dollars
Sr. Principal Surveyor	12	x	\$50.96	=	\$611.52
Sr. Project Surveyor	14	x	\$40.63	=	\$568.82
Project Surveyor	16	x	\$35.26	=	\$564.16
Sr. Party Chief	22	x	\$32.33	=	\$711.26
Survey Tech II	20	x	\$30.24	=	\$604.80
Survey Tech I	0	x	\$29.59	=	\$0.00
Instrument Person	6	x	\$20.00	=	\$120.00
Project Administrator	0	x	\$30.29	=	\$0.00
Office Tech III	0		\$20.82		\$0.00
<b>Total Hours</b>	<b>90</b>				
			<b>Total Direct Labor Cost</b>	<b>=</b>	<b>\$3,180.56</b>

	<b>% Increase</b>	<b>% of Work</b>	<b>=</b>	<b>0.00</b>
<b>Labor Escalation for '16</b>				
<b>Escalated Total DSC</b>			<b>=</b>	<b>3,180.56</b>

<b>Overhead (OH Cost -- including Salary Additives)</b>				
OH Rate x DSC of <u>182.40%</u>	x	<u>\$3,180.56</u>	<b>=</b>	<b>5,801.34</b>

<b>Fixed Fee (FF):</b>				
FF Rate x DSC of <u>30.00%</u>	x	<u>\$3,180.56</u>	<b>=</b>	<b>954.17</b>

Reimbursables	Quantity	Units	Rate	In Scope
<u>Itemized</u>				
Mileage	400	each @	\$0.58	= \$230.00
Field Equipment Rental		each @	\$50.00	= \$0.00
Drilling (Truck Rig)		Est @	\$6,140.85	= \$0.00
Traffic Control (subcontracted)		Est @	\$1,895.00	= \$0.00
Laboratory Analysis (sieves)		Est @	\$90.00	= \$0.00
<b>Reimbursables Total</b>				<b>\$230.00</b>

**Grand Total** \$10,166.07

Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_



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

**Subject:** Stinson Avenue Roadway Improvements (CSP-1502) – Consultant Services Contract – Exeltech Consulting, Inc.

**Proposed Council Action:** Approve and authorize the Mayor to execute the Consultant Services Contract with Exeltech Consulting, Inc., in an amount not to exceed \$341,094.08.

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

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

**For Agenda of:** June 8, 2015

**Exhibits:** Consultant Agreement with Exhibit A – Scope of Work and Exhibit B – Schedule of Rates

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Public Works Dir.:**

**Approved by City Engineer:**

*Rw 6/4/15*  
*email*  
*6/4*  
*6-4-15*

<b>Expenditure Required</b>	\$341,094.08	<b>Amount Budgeted</b>	\$620,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

A 2015-2016 budgeted Street capital objective provides for the final design, and permitting for the reconstruction of Stinson Avenue between the limits of Rosedale Street and Pioneer Way consisting of new curb, gutter, sidewalk, and the retrofitting of the non-compliant curb ramps to ADA standards along with the grinding out of the existing aged and deteriorated pavement followed by the replacement with new pavement.

The consultant selection process was in accordance with City of Gig Harbor's Resolution number 884. The selected five consultants from the current Municipal Research and Services Center (MRSC) consultant roster for various city projects including Harborview Drive Storm Water Conveyance Improvements, Harborview Drive Sidewalk Improvements, Cushman Trail Phase 5 Alignment Planning, Stinson Avenue Water/Street Improvements and the 50<sup>th</sup> Street Culvert. The City determined Exeltech Consulting, Inc. to be the most qualified firm for these engineering services for this particular project.

**FISCAL CONSIDERATION**

This project is included in the City of Gig Harbor's 2015/2016 Budget with a budgeted amount of \$620,000 from the Street Capital Fund. The budget summary for this item is provided in the table below.

Project Funding:		
2015/2016 Budget Street Capital, Objective 9	\$ 620,000.00	
Consultant Services Expenses:		
Project Design – Exeltech Consulting, Inc.	\$ 341,094.08	
Anticipated Construction Expenses:		
Material Testing & Construction	\$ 278,905.92	
Total Remaining Budget:		\$ 0

Due to the complexity of this project, the City will pursue additional construction grant funding opportunities as they become available during the design portion of this project.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute Consultant Services Contract with Exeltech Consulting, Inc. an amount not to exceed \$341,094.08.

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
EXELTECH CONSULTING, INC**

---

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

**RECITALS**

WHEREAS, the City is presently engaged in Design for the Stinson Avenue Roadway Improvements Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

**TERMS**

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

**2. Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Hundred Forty One Thousand Ninety Four Dollars and Eight Cents (\$341,094.08) 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, 2016; 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:  
Exeltech Consulting, Inc.  
ATTN: Joshua Ranes, P.E.  
8729 Commerce Place Drive NE  
Suite A  
Lacey, WA 98516

City of Gig Harbor  
ATTN: Steve 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 B** 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 Services for City of Gig Harbor

### Stinson Avenue Roadway Improvements

June, 2015

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#### Prepared by:

Exeltech Consulting, Inc.  
8729 Commerce Place Drive NE  
Suite A  
Lacey, WA 98516



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## Scope of Services for Stinson Avenue Roadway Improvements

### City of Gig Harbor

During the term of this Agreement, Exeltech Consulting, Inc., hereinafter referred to as the "Consultant", will perform professional services for the City of Gig Harbor, hereinafter referred to as "CLIENT". Subconsultants include Pace Engineers for topographic survey and Aqua Terra Cultural Resource Consultants for cultural resource evaluation. This scope of services includes grant funding application support, roadway repair design, sidewalk design, illumination design, stormwater design, technical specifications, opinion of probable cost, pre and post bid support, and engineer of record construction support for the Stinson Avenue Roadway Improvements Project.

The Consultant will actively coordinate and manage the work, identify and resolve issues in a timely manner, communicate effectively, and maintain the accuracy and overall quality of the work and work products. The Consultant will be responsible for the performance of the services described hereinafter, furnishing materials and information as needed to accomplish the work tasks. This document will be used to plan, conduct and complete the work for the Project.

#### I. BACKGROUND

The project is located within the City limits of Gig Harbor, Washington along Stinson Avenue, between Grandview Street and Rosedale Street. The existing roadway within the project limits is a two lane roadway and generally contains a curb and gutter and sidewalk along the East half of the roadway. There is intermittent sidewalk along the West half of roadway. Stinson Avenue currently is signed with a 25mph speed limit. The existing roadway condition shows signs of wearing with cracking in both lanes.

#### II. PROJECT SCHEDULE

The following project milestones dates are defined in months following Notice to Proceed:

30% Design Review	2 Months
90% Final Design	5 Months
100% PS&E	7 Months

#### III. PROJECT DESCRIPTION

This project will follow the City's proposal to grind and inlay the full roadway width, and also visually evaluate the condition of the full roadway width pavement to identify areas of dig outs to allow for full pavement repair. Curb and gutter and sidewalk will be designed along the western portion of Stinson Avenue in the areas where it doesn't currently exist. The existing sidewalk and ramps will be evaluated within the project limits to identify necessary repairs and to verify they meet current design standards to the maximum extent feasible. The existing stormwater system will be adjusted as necessary to align with the proposed curb and gutter.

The Project will be developed with separate schedules of work for the following:

- Schedule A Pavement Restoration – all work eligible for Countywide Grant
- Schedule B Sidewalk Improvements – all work eligible for TIB Grans
- Schedule C Other (if needed) – work not eligible for grants

Project specifications and opinion of probable construction cost will be developed for the above three schedules, beginning at the 90% design milestone, as funding options are identified.

#### **IV. PROJECT ASSUMPTIONS**

1. CLIENT will provide copies of available utility and roadway background information, such as plans for the existing roadway and storm drainage system, survey drawings and right-of-way reports, geotechnical reports, and other work products developed for the CLIENT related to the existing roadway.
2. CLIENT will lead community outreach activities. Consultant will prepare up to two (2) exhibits for outreach activities.
3. Consultant will provide up to one (1) design team member to attend up to one (1) public outreach event.
4. CLIENT will have timely reviews of submitted deliverables at mutually agreed upon times and will consolidate review comments into one review document prior to returning to the Consultant. The Project schedule assumes two week review turn-around times by the CLIENT.
5. CLIENT will keep Consultant informed as to status of reviews, invoices, and other decisions that may affect the delivery of the Project.
6. Budgeting assumes a continuous design progress from the start of design through approval of 100% PS&E. Phasing of design is not anticipated.
7. The plans, specifications, and opinion of probable cost and reports will be prepared, to the extent feasible, in accordance with the following:
  - 2016 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction
  - 2015 WSDOT LAG Manual
  - Gig Harbor Public Works Standards, most current version.
  - 2011 AASHTO A Policy on Geometric Design of Highways and Streets
  - Washington State Department of Ecology 2014 Stormwater Management Manual for Western Washington (WSDOE SWMMWW)
  - American with Disabilities Act (ADA)
  - 2014 National Electrical Code (NEC)

Changes in any design specifications, guidelines, or standards after work has begun may result in supplemental services.

8. The plans will be prepared using AutoCAD 2015 software and will include an assumed 46 plan sheets total. See Table 1 for the assumed Design Sheet List for the 46 roadway improvements plan sheets.

9. The AutoCAD files will be transmitted to the City via DVD or FTP site upon approval of the 100% design plans.
10. The project will be developed using English units of measure.
11. The illumination design will be limited to one decorative luminaire at the intersection of Stinson Avenue and Grandview Street and an underground conduit and j box system for the length of the project on the west side of the Stinson Ave only for future luminaire design and installation by others.
12. CLIENT will provide the existing layout, load, and voltage drop data of the nearest lighting circuit.
13. The existing lighting circuit has the capacity to add an additional luminaire without causing power overload or voltage drop beyond code limits.
14. The curb ramps at the intersections at Stinson and Rosedale and at Stinson and Grandview will be evaluated and rebuilt if necessary, including the intersection streets in between those limits as well. Pavement modifications at these intersections will go through the intersection to the radius returns.
15. After review and comment of the 30% design plans, changes to the typical sections, sidewalk alignments, and intersection layouts will require additional hours.
16. Notice to proceed will be provided, and design will progress simultaneously for the Stinson Avenue Roadway and Stinson Avenue Water Main Replacement Projects. The topographic survey will be completed simultaneously for the water main and road projects.
17. The existing stormwater system has the capacity to receive the additional runoff resulting from the new sidewalks. The Consultant will not be required to model hydraulics of the existing stormwater system. The existing stormwater system will be revised to align with the new curb and gutter and new catch basins will be added as needed and will connect to the existing system.
18. The area of new pavement re-construction will not trigger stormwater treatment requirements for the Project. Stormwater treatment and/or detention design is excluded from this scope of services as there is no more than 5,000 additional SF of impervious area being added and the foot print of the project is not changing.
19. The overlay/inlay area is exempt from WSDOE SWMMWW Minimum Requirements per WSDOE SWMMWW Volume I, Section 2.2 for pavement maintenance.
20. The Project is exempt from stormwater detention due to direct discharge into Puget Sound.
21. The Project Specifications will be finalized for 100% submittal once construction funding is acquired and ready to go to bid for construction to address any General Special Provisions (GSP's) and Specifications that may have been updated.
22. The sidewalk along the west half of the road will be directly adjacent to the lane without a planter strip to minimize right of way and construction limit impacts.



23. The roadway pavement section will not be widened. The profile of the existing road and cross streets will not be modified.
24. The Construction Stormwater General Permit will be prepared by the Contractor if required.
25. The Project will avoid impacts to environmentally sensitive or critical areas and will require no permits from state or federal regulatory agencies.
26. The Consultant will not be responsible to pay permit fees.
27. CLIENT will obtain any temporary construction easements necessary for the construction of the Project.
28. CLIENT will secure any right-of-way necessary for the construction of the Project. Right-of-way services are excluded from this scope of services.
29. CLIENT will secure necessary right of entry permits from property owners required to facilitate project design including survey.
30. CLIENT will locate all existing utilities prior to survey within the project limits. Locates will include painting the existing surface where the utilities are located.
31. Geotechnical services are excluded from this Scope of Services.
32. Environmental permitting services are excluded from this Scope of Services.
33. For each design plan submittal (4) hard copies 11x17 and (4) hard copies 22x34 and an electronic PDF will be delivered to the CLIENT.
34. CLIENT directed activities, beyond the scope of work, will require written confirmation from the CLIENT Project Manager or designee.
35. Grant application support will be limited to 40 hours.
36. Staffing levels are anticipated in accordance with attached budget estimate. Services will be limited to these assumed hours/costs, unless additional services are authorized.
37. Cost estimates provided are the engineer's opinion of cost.
38. Services not included within this Scope of Services are excluded from this Contract.

## **V. SCOPE OF SERVICES**

### **TASK 1 PROJECT MANAGEMENT**

#### **Task 1.1 Project Management**

The Project management task includes controlling scope, schedule, and budget during the course of the project by communicating with project team members. Communications will include emails, electronic and hard copy documentation control, monthly invoicing, progress reports, coordination of project design criteria, sharing project design technical information, and coordination of project deliverable submittals with the project team members and CLIENT.

#### ***Deliverable(s):***

- Monthly progress report and invoice
- MS project schedule with major milestones depicted, at project startup.

### **Task 1.2 Design Review Meetings**

The Consultant will attend up to three (3) meetings (30% Design Review, 90% Final Design Review, and 100% PS&E review) with the CLIENT at their office in Gig Harbor, WA. Other project team meetings will be held via telephone or video conference.

### **Task 1.3 Public Outreach Support**

The Consultant will prepare up to three (3) 24" x 36" exhibits to support CLIENT's public outreach efforts. Exhibits will be derived from plans under development for the project and will not require professional architectural or artistic services. The Consultant will attend up to one (1) public outreach event.

***Deliverable(s):***

- Public Outreach Boards (3)

### **Task 1.4 Grant Application Support**

The Consultant will support the CLIENT in providing grant support for the Stinson Avenue Roadway Improvements Project. Funding sources identified include Transportation Improvements Board (TIB) and the Federal Highway Administration (FHWA).

For TIB funds, the Consultant will identify the scoring criteria for project section and will work with the CLIENT to prepare an application for the Project that will provide opportunity for project selection. The Consultant will also work with the local TIB Engineer to facilitate recognition of this Project with the Board of the TIB.

For FHWA funds, the Consultant will work with the CLIENT to prepare an application for the Project to be submitted to the Pierce County Regional Council (PCRC) for the County-wide selection process. The Consultant will then contact the agencies of PCRC that will be involved in project selection and will lobby these agencies for support in funding the Stinson Avenue Roadway Improvements Project.

The CLIENT will provide necessary background data required to complete the applications. This will include traffic data, census data, design criteria, project design constraints and/or constrictions.

Support will be limited to 40 hours.

***Deliverable(s):***

- Grant Application for TIB
- Grant Application for PCRC

## **TASK 2 SITE SURVEY MAPPING AND PROPERTY IDENTIFICATION (PROVIDED BY PACE ENGINEERING, INC.)**

### **Task 2.1: Topographic Survey**

**Gig Harbor Stinson Avenue Roadway Improvements**

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This task includes researching & identifying local horizontal and vertical control in the vicinity that will be utilized for the project in addition to performing the necessary field work to establish it onsite.

- Vertical Datum: NAVD 88
- Horizontal Datum: Project Datum North American Datum of 1983 (Adjusted 2007) Washington State Plane Coordinate System, South Zone

The CONSULTANT will locate visible surface features and Right-of-Way boundaries within the mapping area, including:

- 50 feet of intersecting streets mapped
- Full width of the right of way or to private fence or barrier if one exists
- Topography sufficient enough to generate 1-foot contours
- Utilities, including inverts of storm and sanitary sewers, gas, power, communication
- Utilities, gas, power, communication with visible surface indications will be located with RF equipment if possible, or shown from record information.
- Paving limits, including type and general conditions of materials, channelization, etc.
- Other surface features such as walls, fences, rockeries, trees over 8 inches in diameter, buildings, creeks, etc.

*Deliverables:*

- Survey field notes.
- Topographic Survey / Base Map showing the above drafted in AutoCAD Civil 3D 2014, including CAD file(s) with bound x-references.

### **TASK 3 CULTURAL RESOURCES SURVEY AND REPORT**

#### **Task 3.1 Background Research**

The Consultant will conduct background research at appropriate repositories, such as the Washington State Department of Archaeology and Historic Preservation (DAHP), affected tribal cultural resource departments, university libraries, local history museums and informants and use sources appropriate to the task, such as public records, private manuscript collections, online General Land Office records, published (secondary) sources, Sanborn fire insurance maps, and other relevant repositories. The objective of the research should be to develop a full understanding of the historical context, land use patterns, and previously identified sites within the APE. The Consultant will provide the Client with justification for revising/amending the APE, if warranted (based on field survey and/or background research).

#### **Task 3.2 Establish Area of Potential Impact/Tribal Coordination**

The Consultant will develop a project APE map, describing an area that encompasses all of the proposed horizontal and vertical project impacts. This map will be submitted to the State Historic Preservation Officer for concurrence. Formal consultation with tribes is a government to the government function and is the responsibility of WSDOT, with delegated authority from FHWA. The Consultant will support the Client by being available to attend up to one consultation meeting with affected tribes regarding the project, if requested by the Client.

The APE graphic and memo will be revised based on one review from Client and WSDOT. If the project horizontal/vertical limits change and require amendment to the APE, these additional review rounds / APE modification activities will be negotiated under a separate contract or change order.

### **Task 3.3 Cultural Resources Survey**

The cultural resources survey will be completed by Consultant archaeologists using standard, industry-accepted methods appropriate to the project area and landform. All survey activities will comply with the DAHP guidelines for survey and inventory. Newly identified cultural resources will be fully documented in Resource Forms. Special care will be taken to determine site boundaries if archaeological resources are present. Any recovered artifacts will be documented and photographed in the field and returned to the survey location, unless negotiated under another agreement.

#### *Assumptions:*

- Historic/archaeological resource site boundaries will be determined within the parcels approved for access/survey. Cost estimate does not allow for recording of site boundaries that lie outside the approved APE.
- Up to 12 shovel-tests will be completed for the project.
- A separate cost estimate will be prepared for the client in the case that a Site Protection Plan or additional work (e.g. construction monitoring, recording of site boundaries that lie outside the approved APE, curation agreements) is required due to discovery of historic/archaeological resource materials.
- The Client will have all utilities on-site clearly marked prior to initiation of any fieldwork activity.

### **Task 3.4 Resource Forms**

Results of the survey will be summarized. Any previously recorded cultural resources will be examined and updated as necessary. Newly identified cultural resources within the project area will be fully documented on a Washington State Archaeological Site Form and will include a written description of the site and its setting, sketch maps, USGS quadrant maps, and photographs. Any structures within the APE 50 years or older will be recorded on Historic Property Inventory Forms.

The cost estimate allows for recording or HPI update for up to three historic properties within the project APE. If additional sites/isolates are encountered (e.g. additional site recording, multiple field visits, agency/tribal consultation, additional subsurface survey) these activities will be negotiated under separate contract or a change order.

### **Task 3.5 Draft Report**

The Consultant will prepare a draft summary report of their findings that includes relevant supporting evidence for the findings and adheres to the SHPO Survey and Inventory Standards. The report will provide context on pertinent land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the eligibility of the site(s) and the likelihood of construction impacts. A draft report that includes recommendation of project effects on cultural/historic resource properties will be provided to the client for review six weeks after commencement of fieldwork.

### **Task 3.6 Final Report**

Upon receipt of comment from the client, the Consultant will revise and finalize the report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to WSDOT, the SHPO, affected tribes, agencies and other concerned parties. Due to confidentiality requirements for archaeological site locations, distribution of the report will be restricted beyond any of the aforementioned parties. The report will then be submitted in final form to the client and at the clients request the Consultant will facilitate the submission of the final report to other agencies/concerned parties, if applicable. If the client wishes for the Consultant to facilitate the submission of the final report to the aforementioned parties, the client will provide the Consultant with the appropriate agency and concerned party contact information.

## **TASK 4 ROADWAY ENGINEERING**

The Consultant's internal QA/QC procedures will be utilized throughout the design effort on this Project. Drawings and details will be reviewed for constructability and conformance to the design and the approved drawing standards.

### **Task 4.1 Site Inspection**

The Consultant will participate in one (1) site visit with the CLIENT to visually identify pavement areas of distress. The Consultant and Client will paint areas of pavement distress that require full removal and pavement rebuild. This task requires concurrence of both the engineer and the CLIENT onsite prior to marking areas. This task will be performed prior to survey and will enable painted areas to be recorded at the time of survey.

The Consultant will participate in two (2) additional site visits by design team members to evaluate existing site conditions (e.g., sidewalk condition, ADA compliance and utilities) during design.

### **Task 4.2 Collection and Review of Existing Data and Develop Design Criteria**

The Consultant will initiate data collection activities as a first order of work. During this task, the Consultant will review existing available as-built data and technical data provided by CLIENT, including:

- Right-of-way Plans,
- Geotechnical Documents,

- As Built Plans,
- Other available information (Permitting and Environmental Documents).

The Consultant will review the relevant site data, and develop design constraints, design considerations, and design criteria for development of the Project. This task will include determination of survey limits.

The Consultant will create a Basis of Design (BOD) technical document to describe the design codes/references, intent of the design, and construction materials. The document will be created in conjunction with the CLIENT. A draft BOD will be sent to the CLIENT for comment and the document will be finalized for approval prior to submittal of the 30% design.

*Deliverables:*

- Draft/Final Basis of Design.

### **Task 4.3 Stormwater Design**

The Consultant will prepare a stormwater report documenting project elements and stormwater approach. The design will be based on minimum requirements #1 thru #5 of the WSDOE SWMMWW. The CLIENT or Contractor will prepare a construction Stormwater Pollution Prevention Plan (SWPPP) as required by requirement #2. The Consultant will prepare a draft stormwater report and send to the CLIENT for comment. The report will be finalized at the 90% design submittal.

*Deliverables:*

- Draft/Final Stormwater Report.

### **Task 4.4 30% Design**

The Consultant will advance the project plans to a 30% design level. These plans will include development as described in the sheet list shown in Table 1.

The Consultant will provide 30% design plans for review by the CLIENT. CLIENT's internal staff will review plans for adherence to City of Gig Harbor design and construction standards, environmental requirements, etc. Comments received from the 30% design will be incorporated in the 90% design submittal.

The Consultant will conduct a 30% design review meeting to discuss and resolve CLIENT comments.

*Deliverables:*

- 30% Plans and Opinion of Probable Construction Cost.
- Written responses to the 30% review comments.

### **Task 4.5 Maximum Extent Feasible (MEF) Documentation**

The Consultant will prepare an MEF for up to twelve (12) substandard curb ramp locations. MEF's will be submitted to the CLIENT for review. CLIENT will provide concurrence prior to the 90% design submittal.

*Deliverables:*

- MEF Memo.

**Task 4.6 Final 90% and 100% Design**

The Consultant will progress the 30% design and prepare final design (90% Final Design and 100% Plans, Specifications, and Estimate (PS&E)). The work will be in accordance with the approved Basis of Design (BOD) Memo, and plan sheet development in accordance with Table 1.

Final design will include ongoing collaboration with the CLIENT organization and documentation of the project design constraints approved by the CLIENT organization. The Consultant will prepare written responses to the 90% PS&E comments and incorporate the review comments in the final 100% PS&E.

The Consultant will conduct a 90% and 100% design review meeting to discuss and resolve CLIENT comments.

**Task 4.6.1 Roadway Final Design Plans**

The Consultant will prepare final design plans for the CLIENT's review.

*Deliverables:*

- 90% Design Plans.
- Written Responses to CLIENT comments.
- 100% Design Plans in 22 x34 stamped paper copy and original autocad Civil 3d with bound x-references as well as pdf.

**Task 4.6.2 Opinion of Probable Construction Cost**

The Consultant will prepare an opinion of probable construction cost using approximate quantities of materials for some bid items and lump sum estimates for other bid items, depending on the degree of design completed. Historical bid unit prices for projects in Western Washington will be used to determine appropriate unit bid prices for the opinion of probable construction cost.

*Deliverables:*

- 90% Opinion of Probable Construction Cost.
- 100% Stamped Opinion of Probable Construction Cost.

**Task 4.6.3 Project Specifications**

The Consultant will prepare and submit 90% and 100% Project Specifications for the CLIENT's review.

*Deliverables:*

- 90% Project Specifications.

- 100% Project Specifications in original MS word and pdf.

#### **Task 4.7 Constructability Review**

After the 90% design submittal, the Consultant will conduct a constructability review for the various elements on the Project. A 90% set of plans will be used for the review wherein they will be checked for coordination with existing facilities, site constraints, utilities, construction staging, construction access, and various other constructability issues that are site specific.

The Consultant will prepare a Record of Materials (ROM) during this review. The ROM will provide a basis for acceptance of materials during the life of the construction contract.

*Deliverables:*

- Summary of Constructability Review.
- Record of Materials (ROM).

#### **Task 4.8 Right of Way and Construction Easement Plan Sheet Support (OPTIONAL TASK)**

As the project develops, right-of-way needs if any will be identified in addition to temporary construction easements.

The CLIENT will be responsible for acquiring the necessary easements and right-of-way. The CONSULTANT will not provide cost estimates for acquiring the necessary right-of-way or easements.

If determined that right-of-way are required and upon request from the CLIENT the CONSULTANT will prepare legal descriptions and exhibit drawings to be used in a deed prepared by the CLIENT to obtain additional right-of-way. If determined that temporary construction easements are required and upon request from the CLIENT the CONSULTANT will prepare the legal descriptions and exhibit drawings to be used in an easement document prepared by the CLIENT to obtain additional rights.

The CONSULTANT will prepare the right-of-way and easement plan per WSDOT standards to display the existing right-of-way and areas affected by the right-of-way takes and easements.

For the purpose of this Scope it is assumed that up to 18 properties will require easements. The total number of legal descriptions may be 36 or two descriptions per property. One description would be a permanent take or easement and the second would be a temporary construction easement.

Title reports will be provided on the subject properties.

*Deliverables:*

- Exhibit A – Current legal description
- Exhibit B – Legal description of take
- Exhibit C – Map figure showing the take graphically



## **TASK 5 CONSTRUCTION SUPPORT / ENGINEER OF RECORD (EOR) ACTIVITIES**

The Consultant will provide the following services:

### **Task 5.1 Bid Support**

The Consultant will provide support to CLIENT during the project advertisement for construction bids period. The Consultant will address Contractor and Supplier requests for information and interpretations of the contract documents while the project is being advertised for bids; provide Bid Item quantity checks and bid package document clarifications; review the Lump Sum Bid Price, Select Unit Prices, and Schedule of Values for the project; and process updates to the Contract Provisions and Contract revisions for Addendums. The Consultant will review the contractor bids and provide recommendations to CLIENT regarding the award of the contract.

### **Task 5.2 Engineer of Record Support**

The Consultant will provide Engineer of Record (EOR) construction support services throughout the duration of the project, including the following:

- Review the Project Schedule for the project.
- Review the Contractor's approach to the project in their Work Plan.
- Review the Contractor's Environmental Compliance submittals, including the SPCC/Erosion Control Plan.
- Review and respond to Requests for Information (RFI's) on the project and provide clarification and interpretation of contract specifications and drawings.
- Review and provide recommended action for project materials submittals, including catalog cuts, specifications, material certifications, welding procedures, and other submittals required by the contract.
- Review and provide recommendations to the City for Contractor proposed construction materials, methods, and procedures for the various components of the project

## **TASK 6 MANAGEMENT RESERVE**

The Consultant will provide additional services as requested by the CLIENT.

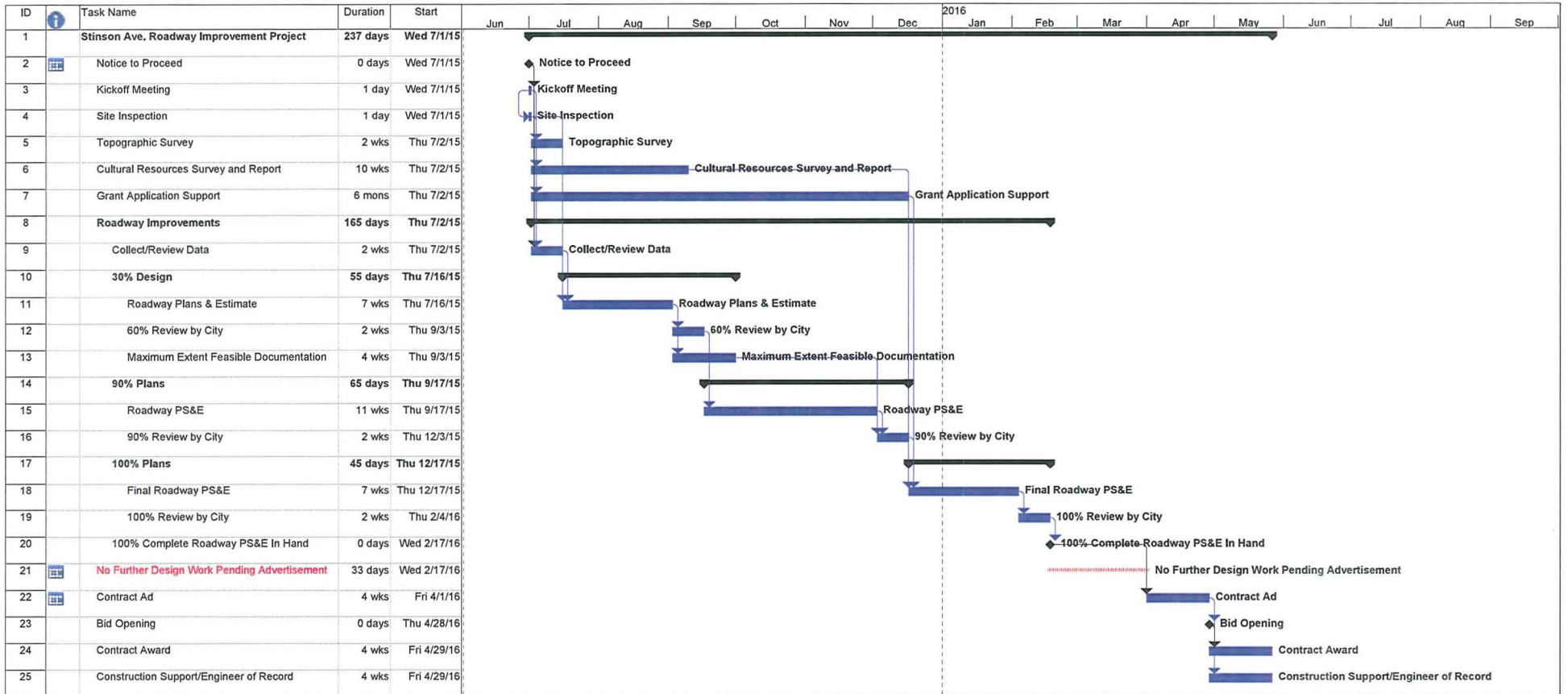
**Table 1. Assumed Design Sheet List**

Sheet No.	Sheet Name	30%	90%	100%
1	Title Sheet w/ Sheet Index and Vicinity Map	x	X	X
2	Legend and Abbreviations	x	X	X
3	Typical Sections	x	X	X
4	Site Preparation Plan 1 of 6		X	X
5	Site Preparation Plan 2 of 6		X	X
6	Site Preparation Plan 3 of 6		X	X
7	Site Preparation Plan 4 of 6		X	X
8	Site Preparation Plan 5 of 6		X	X
9	Site Preparation Plan 6 of 6		X	X
10	Sidewalk Plan and Profiles 1 of 6	X	X	X
11	Sidewalk Plan and Profiles 2 of 6	X	X	X
12	Sidewalk Plan and Profiles 3 of 6	X	X	X
13	Sidewalk Plan and Profiles 4 of 6	X	X	X
14	Sidewalk Plan and Profiles 5 of 6	X	X	X
15	Sidewalk Plan and Profiles 6 of 6	X	X	X
16	Sidewalk Details and Notes		X	X
17	Driveway Plan and Profiles 1 of 5		X	X
18	Driveway Plan and Profiles 2 of 5		X	X
19	Driveway Plan and Profiles 3 of 5		X	X
20	Driveway Plan and Profiles 4 of 5		X	X
21	Driveway Plan and Profiles 5 of 5		X	X
22	Sidewalk Curb Ramp Enlargement 1 of 10		X	X
23	Sidewalk Curb Ramp Enlargement 2 of 10		X	X
24	Sidewalk Curb Ramp Enlargement 3 of 10		X	X
25	Sidewalk Curb Ramp Enlargement 4 of 10		X	X
26	Sidewalk Curb Ramp Enlargement 5 of 10		X	X
27	Sidewalk Curb Ramp Enlargement 6 of 10		X	X
28	Sidewalk Curb Ramp Enlargement 7 of 10		X	X
29	Sidewalk Curb Ramp Enlargement 8 of 10		X	X
30	Sidewalk Curb Ramp Enlargement 9 of 10		X	X
31	Sidewalk Curb Ramp Enlargement 10 of 10		X	X
32	Retaining Wall Plan/Profile/Details 1 of 3		X	X
33	Retaining Wall Plan/Profile/Details 2 of 3		X	X
34	Retaining Wall Plan/Profile/Details 3 of 3		X	X
35	Drainage Plan/Profile/Details 1 of 2	X	X	X
36	Drainage Plan/Profile/Details 2 of 2	X	X	X

Gig Harbor Stinson Avenue Roadway Improvements

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Sheet No.	Sheet Name	30%	90%	100%
37	Channelization/Signing/Paving Plan & Details 1 of 6	X	X	X
38	Channelization/Signing/Paving Plan & Details 2 of 6	X	X	X
39	Channelization/Signing/Paving Plan & Details 3 of 6	X	X	X
40	Channelization/Signing/Paving Plan & Details 4 of 6	X	X	X
41	Channelization/Signing/Paving Plan & Details 5 of 6	X	X	X
42	Channelization/Signing/Paving Plan & Details 6 of 6	X	X	X
43	Illumination Plan 1 of 3		X	X
44	Illumination Plan 2 of 3		X	X
45	Illumination Plan 3 of 3		X	X
46	Illumination Details 1 of 2		X	X
47	Illumination Details 2 of 2		X	X
48	Temporary Traffic Control Plan 1 of 3		X	X
49	Temporary Traffic Control Plan 2 of 3		X	X
50	Temporary Traffic Control Plan 3 of 3		X	X
	Right-of-Way Plan (Optional Task)			

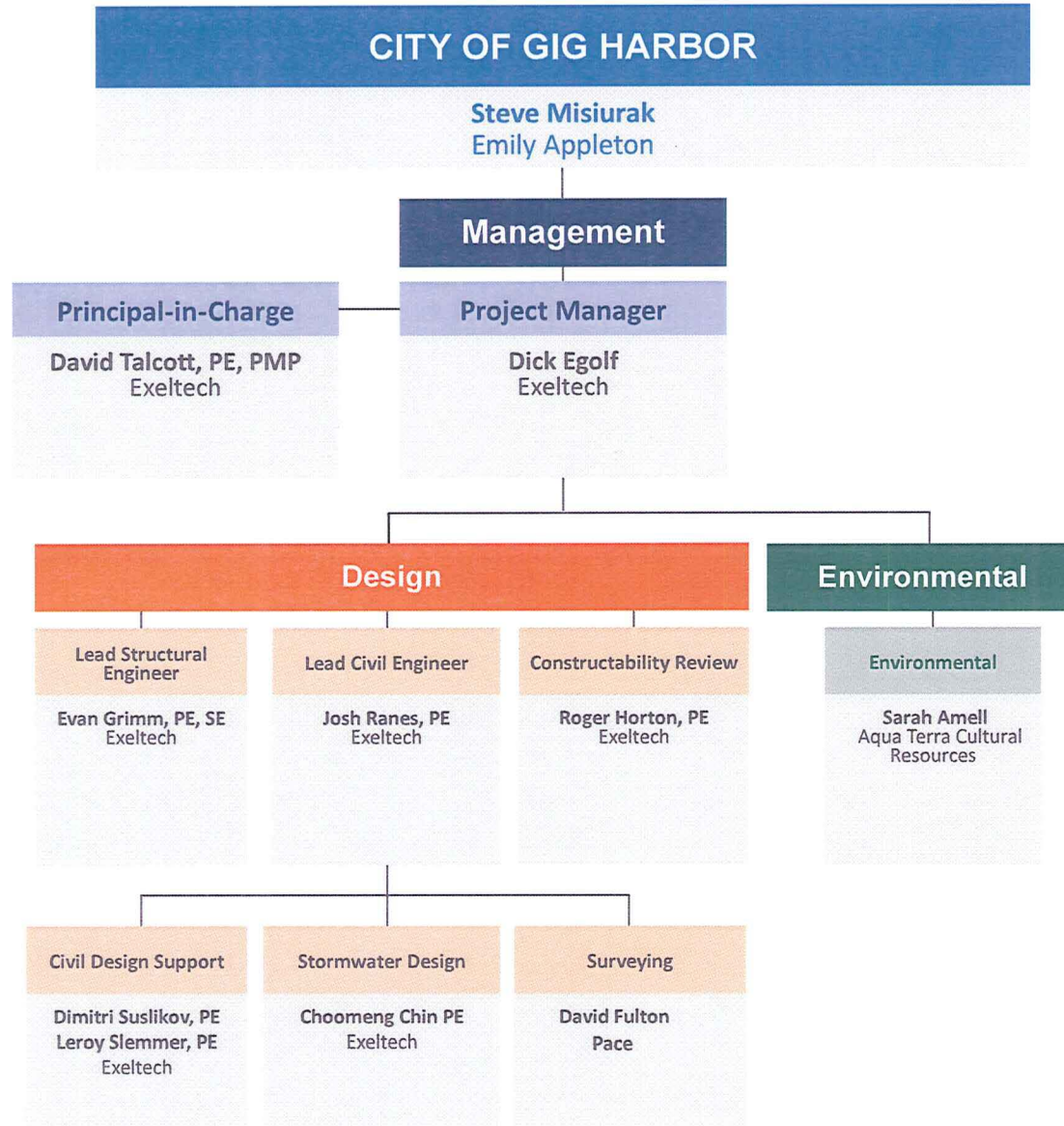


Project: Gig Harbor Roadway Improvement  
Date: Tue 6/2/15

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

# CONSULTANT TEAM

Stinson Avenue  
Roadway Improvements



Summary of Cost Per Consultant

Task	Exeltech	Pace	Aqua Terra	Total
<b>1. PROJECT MANAGEMENT</b>				
1.1 Project Management	\$16,419.61			\$16,419.61
1.2 Design Review Meetings	\$6,143.72			\$6,143.72
1.3 Public Outreach Support	\$4,763.15			\$4,763.15
1.4 Grant Funding Support				
<b>2. SITE SURVEY MAPPING AND PROPERTY IDENTIFICATION</b>				
2.1 Topographic Survey		\$16,523.09		\$16,523.09
<b>3. CULTURAL RESOURCES SURVEY AND REPORT</b>				
3.1 Cultural Resources Survey and Report			\$5,808.00	\$5,808.00
<b>4. ROADWAY ENGINEERING</b>				
4.1 Site Inspection	\$3,998.81			\$3,998.81
4.2 Collection and Review of Existing Data and Develop Design Criteria	\$4,406.09			\$4,406.09
4.3 Stormwater Design	\$7,183.04			\$7,183.04
4.4 30% Design				
Title Sheet w/ Sheet Index & Vicinity Map (1 Plan Sheet)	\$987.36			\$987.36
Legend and Abbreviations (1 Plan Sheet)	\$987.36			\$987.36
Typical Sections (1 Plan Sheet)	\$2,567.14			\$2,567.14
Site Prep Plans (6 Plan Sheets)				
Sidewalk Plan and Profiles (6 Plan Sheets)	\$7,577.99			\$7,577.99
Sidewalk Details and Notes (1 Plan Sheet)				
Driveway Plan and Profiles (5 Plan Sheets)				
Sidewalk Curb Ramp Enlargements (10 Plan Sheets)				
Retaining Wall Plan/Profile/Details (3 Plan Sheets)				
Drainage Plan/Profile/Details (2 Plan Sheets)	\$5,010.85			\$5,010.85
Channelization/Signing/Paving Plan & Details (6 Plan Sheets)	\$7,577.99			\$7,577.99
Illumination Plan (1 Plan Sheet)				
Temporary Traffic Control Plans (3 Plan Sheets)				
4.5 Maximum Extent Feasible (MEF) Documentation	\$2,388.18			\$2,388.18
4.6 Final 90% and 100% Design				
4.6.1 Roadway Final Design Plans				
Title Sheet w/ Sheet Index & Vicinity Map (1 Plan Sheet)	\$814.57			\$814.57
Legend and Abbreviations (1 Plan Sheet)	\$1,160.15			\$1,160.15
Typical Sections (1 Plan Sheet)	\$2,832.49			\$2,832.49
Site Prep Plans (6 Plan Sheets)	\$15,915.01			\$15,915.01
Sidewalk Plan and Profiles (6 Plan Sheets)	\$13,797.92			\$13,797.92
Sidewalk Details and Notes (1 Plan Sheet)	\$3,258.29			\$3,258.29
Driveway Plan and Profiles (5 Plan Sheets)	\$18,661.10			\$18,661.10
Sidewalk Curb Ramp Enlargements (10 Plan Sheets)	\$52,310.70			\$52,310.70
Retaining Wall Plan/Profile/Details (3 Plan Sheets)	\$6,781.93			\$6,781.93
Drainage Plan/Profile/Details (2 Plan Sheets)	\$4,196.28			\$4,196.28
Channelization/Signing/Paving Plan & Details (6 Plan Sheets)	\$17,303.05			\$17,303.05
Illumination Plan (5 Plan Sheets)	\$11,780.44			\$11,780.44
Temporary Traffic Control Plans (3 Plan Sheets)	\$7,170.70			\$7,170.70
4.6.2 Opinion of Probable Construction Cost	\$11,637.21			\$11,637.21
4.6.3 Project Specifications	\$11,878.31			\$11,878.31
4.7 Constructability Review	\$4,425.22			\$4,425.22
4.8 ROW and Const Easement Plan Sheet Support (OPTIONAL TASK)	\$3,702.38			\$3,702.38
Easement Preparation (36 legal descriptions on 18 properties)		\$12,311.06		\$12,311.06
WSDOT - Right-of-way Plan		\$7,083.23		\$7,083.23
<b>5. CONSTRUCTION SUPPORT / ENGINEER OF RECORD (EOR) ACTIVITIES</b>				
5.1 Bid Support	\$5,780.93			\$5,780.93
5.2 Engineer of Record	\$8,305.73			\$8,305.73
<b>6. MANAGEMENT RESERVE</b>	\$25,000.00			\$25,000.00
<b>TOTAL LABOR COSTS</b>	<b>\$298,723.70</b>	<b>\$35,917.38</b>	<b>\$5,808.00</b>	<b>\$338,449.08</b>
Direct Costs	\$1,955.00	\$460.00	\$230.00	\$2,645.00
Escalation				
<b>TOTAL</b>	<b>\$298,678.70</b>	<b>\$36,377.38</b>	<b>\$6,038.00</b>	<b>\$341,094.08</b>

City of Gig Harbor  
Stinson Avenue Roadway Improvements  
Hours Sheet

	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	CADD Tech	Environmental Planner (Lead)	Environmental Planner	Administration	Total Exempt Labor Hours	Sr. Principal Surveyor	Sr. Project Surveyor	Project Surveyor	Sr. Party Chief	Survey Tech II	Survey Tech I	Instrument Person	Project Administrator	Office Tech III	Total Face Labor Hours	Principal Investigator	Senior Archaeologist	Project Archaeologist	Historian	Total Aqua Terra Labor Hours	TOTAL
<b>1. PROJECT MANAGEMENT</b>																									
1.1 Project Management	6	24	72					18	118																118
1.2 Design Review Meetings		12	16	16					44																44
1.3 Public Outreach Support		4	16					24	44																44
1.4 Grant Funding Support																									
<b>2. SITE SURVEY MAPPING AND PROPERTY IDENTIFICATION</b>																									
2.1 Topographic Survey										12	24	16	36	60		8			156						156
<b>3. CULTURAL RESOURCES SURVEY AND REPORT</b>																				20	20	10	20	70	70
3.1 Cultural Resources Survey and Report																									
<b>4. ROADWAY ENGINEERING</b>																									
4.1 Site Inspection			16	16					32																32
4.2 Collection and Review of Existing Data and Develop Design Criteria			12	24					36																36
4.3 Stormwater Design			40	16					56																56
4.4 30% Design																									
Title Sheet w/ Sheet Index & Vicinity Map (1 Plan Sheet)				4	6				10																10
Legend and Abbreviations (1 Plan Sheet)				4	6				10																10
Typical Sections (1 Plan Sheet)			4	10	10				24																24
Site Prep Plans (6 Plan Sheets)																									
Sidewalk Plan and Profiles (6 Plan Sheets)			8	32	32				72																72
Sidewalk Details and Notes (1 Plan Sheet)																									
Driveway Plan and Profiles (5 Plan Sheets)																									
Sidewalk Curb Ramp Enlargements (10 Plan Sheets)																									
Retaining Wall Plan/Profile/Details (3 Plan Sheets)																									
Drainage Plan/Profile/Details (2 Plan Sheets)			4	22	22				48																48
Channelization/Signing/Paving Plan & Details (6 Plan Sheets)			6	32	32				72																72
Illumination Plan (1 Plan Sheet)																									
Temporary Traffic Control Plans (3 Plan Sheets)																									
4.5 Maximum Extent Feasible (MEF) Documentation			18						18																18
4.6 Final 90% and 100% Design																									
4.6.1 Roadway Final Design Plans																									
Title Sheet w/ Sheet Index & Vicinity Map (1 Plan Sheet)				4	4				8																8
Legend and Abbreviations (1 Plan Sheet)				4	8				12																12
Typical Sections (1 Plan Sheet)			6	10	10				26																26
Site Prep Plans (6 Plan Sheets)			16	55	85				156																156
Sidewalk Plan and Profiles (6 Plan Sheets)			2	12	48	72			134																134
Sidewalk Details and Notes (1 Plan Sheet)					16	16			32																32
Driveway Plan and Profiles (5 Plan Sheets)				16	68	72			176																176
Sidewalk Curb Ramp Enlargements (10 Plan Sheets)			4	24	225	255			508																508
Retaining Wall Plan/Profile/Details (3 Plan Sheets)				2	32	32			66																66
Drainage Plan/Profile/Details (2 Plan Sheets)				4	18	18			40																40
Channelization/Signing/Paving Plan & Details (6 Plan Sheets)			2	12	72	80			166																166
Illumination Plan (5 Plan Sheets)				6	48	62			116																116
Temporary Traffic Control Plans (3 Plan Sheets)				8	30	30			68																68
4.6.2 Opinion of Probable Construction Cost			6	16	72				94																94
4.6.3 Project Specifications			4	70	16				90																90
4.7 Constructability Review			2	2	24		6		34																34
4.8 ROW and Const Easement Plan Sheet Support (OPTIONAL TASK)			1	2	16	16			35																35
Easement Preparation (36 legal descriptions on 18 properties)										18		24		72						114					114
WSDOT - Right-of-way Plan										8	16			40						64					64
<b>5. CONSTRUCTION SUPPORT / ENGINEER OF RECORD (EOR) ACTIVITIES</b>																									
5.1 Bid Support		6	10	20	12				48																48
5.2 Engineer of Record		2	16	32	24				74																74
6. MANAGEMENT RESERVE		10	60	86	60				216																216
<b>TOTAL HOURS</b>	<b>6</b>	<b>78</b>	<b>499</b>	<b>1,092</b>	<b>884</b>	<b>6</b>	<b>0</b>	<b>40</b>	<b>2,633</b>	<b>33</b>	<b>63</b>	<b>40</b>	<b>30</b>	<b>172</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>331</b>	<b>20</b>	<b>20</b>	<b>10</b>	<b>20</b>	<b>70</b>	<b>3,087</b>

Consultant Fee Determination - Summary Sheet  
Cost Plus Fixed Fee

Stinson Avenue Roadway Improvements  
City of Gig Harbor  
Task Description:  
Consultant Fee Determination  
Consultant: Exeltech Consulting, Inc.

Start Date

End Date

Exeltech Project #

Code	Classification	Man Hours		Rate		Dollars
LABOR		Hours				
	Principal	6	x	\$69.87	=	419.22
	Sr. Project Manager	79	x	\$57.93	=	4,576.47
	Sr. Project Engineer	496	x	\$43.00	=	21,328.00
	Project Engineer	1,092	x	\$38.00	=	41,491.12
	CADD Tech	964	x	\$28.00	=	26,992.00
	Environmental Planner (Lead)	6	x	\$53.39	=	320.34
	Environmental Planner	0	x	\$32.25	=	0.00
	Administration	40	x	\$26.00	=	1,040.00
	<b>Total Hours</b>	<b>2,683</b>				
	<b>Total DSC</b>				=	<b>96,167.15</b>
			<b>% Increase</b>	<b>% of Work</b>		
	<b>Labor Escalation for '16</b>				=	<b>0.00</b>
	<b>Escalated Total DSC</b>				=	<b>96,167.15</b>
<b>Overhead (OH Cost -- including Salary Additives)</b>						
	OH Rate x DSC of	<u>178.55%</u>	x	<u>\$96,167.15</u>	=	<b>171,706.45</b>
<b>Fixed Fee (FF):</b>						
	FF Rate x DSC of	<u>30.00%</u>	x	<u>\$96,167.15</u>	=	<b>28,850.15</b>
<b>Reimbursables</b>						
<b>Itemized</b>	<b>Quantity</b>	<b>Units</b>		<b>Rate</b>		<b>In Scope</b>
Meals and Lodging		each	@	\$150.00	=	0.00
Mileage	1,000	each	@	\$0.58	=	575.00
Reproduction and Printing	4	exhibits	@	\$100.00	=	400.00
Postage and Supplies	24	Est	@	\$20.00	=	480.00
Miscellaneous Supplies	1	Est	@	\$500.00	=	500.00
<b>Reimbursables Total</b>						<b>1,955.00</b>
<b>Exeltech Subtotal</b>						<b>298,678.70</b>
<b>Subconsultant Costs</b>						<b>42,415.38</b>
<b>Grand Total</b>						<b>341,094.08</b>



Subconsultant Fee Determination - Summary Sheet

Stinson Avenue Roadway Improvements  
City of Gig Harbor  
Task Description: Survey  
Consultant Fee Determination  
Consultant: Pace

Classification	Hours		Labor Rate	=	Dollars
Sr. Principal Surveyor	38	x	\$50.96	=	\$1,936.48
Sr. Project Surveyor	40	x	\$40.63	=	\$1,625.20
Project Surveyor	40	x	\$35.26	=	\$1,410.40
Sr. Party Chief	36	x	\$32.33	=	\$1,163.88
Survey Tech II	172	x	\$30.24	=	\$5,201.28
Survey Tech I	0	x	\$29.59	=	\$0.00
Instrument Person	8	x	\$20.00	=	\$160.00
Project Administrator	0	x	\$30.29	=	\$0.00
Office Tech III	0		\$20.82	=	\$0.00
<b>Total Hours</b>	<b>334</b>				
			<b>Total Direct Labor Cost</b>	=	<b>\$11,497.24</b>
	<b>% Increase</b>		<b>% of Work</b>	=	<b>0.00</b>
<b>Labor Escalation for '16</b>				=	<b>0.00</b>
<b>Escalated Total DSC</b>				=	<b>11,497.24</b>
<b>Overhead (OH Cost -- including Salary Additives)</b>					
OH Rate x DSC of <u>182.40%</u>	x		<u>\$11,497.24</u>	=	<b>20,970.97</b>
<b>Fixed Fee (FF):</b>					
FF Rate x DSC of <u>30.00%</u>	x		<u>\$11,497.24</u>	=	<b>3,449.17</b>
<b>Reimbursables</b>	<b>Quantity</b>	<b>Units</b>	<b>Rate</b>	<b>=</b>	<b>In Scope</b>
<u>Itemized</u>					
Mileage	800	each @	\$0.58	=	\$460.00
Field Equipment Rental		each @	\$50.00	=	\$0.00
Drilling (Truck Rig)		Est @	\$6,140.85	=	\$0.00
Traffic Control (subcontracted)		Est @	\$1,895.00	=	\$0.00
Laboratory Analysis (sieves)		Est @	\$90.00	=	\$0.00
<b>Reimbursables Total</b>				=	<b>\$460.00</b>
<b>Grand Total</b>				=	<b>\$36,377.38</b>

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Subconsultant Fee Determination - Summary Sheet

Stinson Avenue Roadway Improvements  
City of Gig Harbor  
Task Description: Cultural Resources  
Consultant Fee Determination  
Consultant: Aqua Terra

Classification	Hours		Labor Rate		Dollars
Principal Investigator	20	x	\$42.00	=	\$840.00
Senior Archaeologist	20	x	\$32.00	=	\$640.00
Project Archaeologist	10	x	\$30.00	=	\$300.00
Historian	20	x	\$32.00	=	\$640.00
<b>Total Hours</b>	<b>70</b>				
			<b>Total Direct Labor Cost</b>	=	<b>\$2,420.00</b>
	<b>% Increase</b>		<b>% of Work</b>		
<b>Labor Escalation for '16</b>	0		0	=	0.00
<b>Escalated Total DSC</b>				=	<b>2,420.00</b>

<b>Overhead (OH Cost -- including Salary Additives)</b>					
OH Rate x DSC of <u>110.00%</u>	x		<u>\$2,420.00</u>	=	<b>2,662.00</b>
<b>Fixed Fee (FF):</b>					
FF Rate x DSC of <u>30.00%</u>	x		<u>\$2,420.00</u>	=	<b>726.00</b>

Reimbursables <u>Itemized In Scope</u>	Quantity	Units	Rate		In Scope
Mileage	400	each @	\$0.58	=	\$230.00
Meals and Lodging		each @	\$175.00	=	\$0.00
Reproduction and Printing		each @	\$0.10	=	\$0.00
Field Equipment Rental		each @	\$100.00	=	\$0.00
Sub: Arch historian		each @	\$85.00	=	\$0.00
					<b>\$230.00</b>
<b>Grand Total</b>					<b>\$6,038.00</b>

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_



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

**Subject:** Appointment to the Design Review Board.

**Dept. Origin:** Administration

**Proposed Council Action:**

**Prepared by:** Board and Candidate Review

1. Move to appoint Nels Peterson to the Design Review Board to serve the remainder of the four-year term ending July, 2017.
2. Review procedures for appointments to the city's boards and commissions.

**For Agenda of:** June 8, 2015

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

Ron W 6/4/15  
by email  
N/A  
N/A

<b>Expenditure Required</b>	\$0	<b>Amount Budgeted</b>	\$0	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

Joy Peterson announced her resignation from the Design Review Board on May 14th. Due to concerns with attaining a quorum, this position should be filled as quickly as possible to prevent further delays in processing pending DRB applications (two meetings have already been cancelled.)

During the recent application process for the Planning Commission, the Boards and Candidate Review Committee interviewed Mr. Nels Peterson. Planning Director Jennifer Kester recommended that Mr. Peterson be appointed to the vacant position on the DRB since he was not selected to the Planning Commission. Mr. Peterson is very interested in serving on the DRB and the committee agreed that he would be a good fit. He was encouraged to apply, and Mr. Peterson later submitted an amended application.

Following set procedure to advertise any open positions on the city's boards and commissions, the DRB vacancy was advertised on May 20<sup>th</sup> as an "Immediate Opening," with a closing date of May 29<sup>th</sup> in anticipation of a recommendation for appointment to come before Council on June 8<sup>th</sup> to provide the necessary training in time for the June 25<sup>th</sup> DRB meeting.

On the morning of the closing date of May 29<sup>th</sup>, only one application had been received from Nels Peterson. Planning Director Jennifer Kester sent a request to the Boards and Candidate Review Committee asking for a special recruitment for this position due to the emergent nature and the fact that Mr. Peterson has already interviewed with the Boards and Candidate Review Committee, and was encouraged by them to apply for the Design Review Board.

Later in the day, an application from Larry Lindell of Sitts and Hill Engineering Firm came in by e-mail and was forwarded to the Planning Director and the committee.

Councilmembers Kadzik and Lovrovich recommend appointment of Mr. Peterson to this vacancy and considering Mr. Lindell's application for the other four positions on the Design Review Board coming due in July.

Councilmember Malich has asked for further review of the process.

### **FISCAL CONSIDERATION**

None

### **BOARD OR COMMITTEE RECOMMENDATION**

Councilmembers Kadzik and Lovrovich concur with the recommendation to appoint Nels Peterson to the vacant position.

Review the procedures for appointments to the city's boards and commissions.

### **RECOMMENDATION/MOTION**

Move to: Appoint Nels Peterson to the Design Review Board to serve the remainder of the four-year term ending July, 2017.



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

**Subject:** First Reading of Ordinance Harbor Hill S7 Rezone to PRD Zone (PL-FPRD-15-0002)

**Proposed Council Action:** Adopt ordinance No.1314 at first reading, as allowed by GHMC 1.08.020.C

**Dept. Origin:** Planning Department

**Prepared by:** Kristin Moerler, Associate Planner *KM*

**For Agenda of:** June 8, 2015

**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** *RW 6/3/15*

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

**Approved by Finance Director:** *NA*

**Approved by Department Head:** *JK 6/1/15*

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

Attached for your consideration is an ordinance directing the Planning Director to amend the official City Zoning Map to reflect the approval of the Final Planned Residential Development for Harbor Hill Division S7 as required by GHMC 17.89.130.

The approval of the Harbor Hill S7 Final Plat and Final PRD is a closed record decision and a separate agenda item has been placed on the consent agenda for June 8, 2015 to approve the Final PRD. However an ordinance is required for the related zoning map amendment. This map amendment will document that the future development of this site will be governed by the provisions of the Final PRD and not the provisions of the underlying zoning code.

**POLICY CONSIDERATIONS**

The ordinance is needed to officially amend the City's Zoning Map to reflect the Final PRD as required by GHMC 17.89.130. Ordinances for site specific rezones, such as this one, may be adopted at first reading as allowed by GHMC 1.08.020.C.

**FISCAL CONSIDERATION**

There are no adverse fiscal impacts associated with this map amendment.

**BOARD OR COMMITTEE RECOMMENDATION**

No board or committee was required to review this application.

**RECOMMENDATION / MOTION**

**Move to:** Adopt ordinance No.1314 at first reading, as allowed by GHMC 1.08.020.C

**ORDINANCE NO. 1314**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING 47.71 ACRES FROM PCD-RLD ZONING DISTRICT TO PRD (PLANNED RESIDENTIAL DEVELOPMENT), LOCATED SOUTH OF BORGEN BOULEVARD AND NORTH OF HARBOR HILL S8 DIVISION; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBER 4003100800 AND 0222311000, AND CITY OF GIG HARBOR FILE NO. PL-FPRD-15-0002, AND AMENDING THE OFFICIAL ZONING MAP TO BE CONSISTENT THEREWITH**

---

WHEREAS, Harbor Hill LLC requested Final PRD Approval for Division S7 of the Harbor Hill Plat located south of Borgen Blvd. and north of the plat of Harbor Hill Division S8; a portion of Pierce County Assessor-Treasurer Parcel Number 4003100800 and 0222311000; and

WHEREAS, the land use designation in the Comprehensive Plan for the subject site is PCD-Residential Low; and

WHEREAS, the existing zoning district on the Official Zoning Map of the City for the subject site is PCD-RLD (Planned Community District – Residential Low); and

WHEREAS, on December 2, 2008 Olympic Property Group LLC requested Preliminary Planned Residential Development (PRD) approval for of 200 acres, comprised of three parcels, into 554 single family lots and two multiple family lots that would be developed with a total of 270 units on the subject site; and

WHEREAS, a SEPA threshold determination of Mitigated Determination of Nonsignificance was issued on November 17, 2010; and

WHEREAS, the SEPA threshold decision was not appealed; and

WHEREAS, the preliminary PRD is a Type III-A action as defined in GHMC 19.01.003(B); and

WHEREAS, a final decision for a Type III-A application shall be rendered by the Hearing Examiner as per GHMC 19.01.003(A); and

WHEREAS, a public hearing on the preliminary PRD was held before the Hearing Examiner on December 16, 2010, at which time the Hearing Examiner heard public testimony on the preliminary PRD; and

WHEREAS, the Hearing Examiner approved the Preliminary PRD in her decision dated December 30, 2010; and

WHEREAS, the appeal period expired on January 23, 2011; and

WHEREAS, no appeals of the decision were filed; and

WHEREAS, Olympic Property Group LLC requested a Revision to the Approved Preliminary Planned Residential Development (PRD) for all portions of the Harbor Hill Residential Plat/PRD except Division 1A on March 13, 2013; and

WHEREAS, a SEPA addendum was issued on July 31, 2013; and

WHEREAS, the preliminary PRD is a Type III-A action as defined in GHMC 19.01.003(B); and

WHEREAS, Amendment 1 to the Harbor Hill Development Agreement recorded on December 4, 2012 authorizes the Planning Director to approve modifications to the Approved Preliminary PRD as a Type 2 Decision; and

WHEREAS, the Planning Director approved the Revised Preliminary PRD in her decision dated August 2, 2013; and

WHEREAS, the appeal period expired on August 19, 2013; and

WHEREAS, no appeals of the decision were filed; and

WHEREAS, Olympic Property Group LLC quitclaimed the subject property to Harbor Hill LLC on August 6, 2013, at Auditor Recording Number 201308130540; and

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

WHEREAS, on July 29, 2014 the Planning Director approved the South Revision modifications to the Harbor Hill Preliminary Plat and PRD to increase the size of the M2

lot, remove excess lots and allow minor modifications to open space tracts, grading and phase lines in the S divisions; and

WHEREAS, an application for final PRD approval was submitted to the City and deemed complete on April 16, 2015 for Division S7, a portion of the approved preliminary PRD; and

WHEREAS, the Final PRD is a Type IV action as defined in GHMC 19.01.003(B); and

WHEREAS, a closed record decision for a Type IV application shall be rendered by the City Council as per GHMC 19.01.003(A); and

WHEREAS, the City Council approved the final PRD application under Resolution No. 993 on June 8, 2015; and

WHEREAS, GHMC 17.89.130 requires that the property subject to the final PRD be designated on the official zoning map as PRD; and

WHEREAS, the change to the official zoning map must be adopted by ordinance as per GHMC 17.89.130; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on June 8, 2015;

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

Section 1. The real property located south of Borgen Blvd. and north of Harbor Hill Division S8; a portion of Pierce County Assessor-Treasurer Parcel Number 4003100800 and legally described in Exhibit "A", is hereby rezoned from PCD-RLD (Planned Community District – Residential Low) to PRD (Planned Residential Development).

Section 2. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the designation established by Section 1.



Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 8th day of June, 2015.

CITY OF GIG HARBOR

\_\_\_\_\_  
JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
ANGELA G. SUMMERFIELD

FILED WITH THE CITY CLERK: 06/03/15  
PASSED BY THE CITY COUNCIL: 06/08/15  
PUBLISHED: 06/10/15  
EFFECTIVE DATE: 06/15/15  
ORDINANCE NO: 1314

HARBOR HILL DIVISION S7  
DEVELOPMENT PARCELS LEGAL DESCRIPTION

Exhibit A

TRIAD JOB # 08-058  
APRIL 14, 2015

THE FOLLOWING DESCRIBED PORTIONS OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN AND THAT PORTION OF TRACT X, HARBOR HILL PHASE S-9, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 04, 2013 UNDER RECORDING NUMBER 201312045001, LYING TO THE NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, ALL SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31, THENCE S 88°22'25" E, 662.02 FEET ALONG THE NORTH LINE OF SAID SECTION 31 TO THE EAST LINE OF THE WEST 662.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 31;

THENCE S 01°10'42" W ALONG SAID EAST LINE 65.59 FEET TO THE SOUTH MARGIN OF THE BORGEN AVENUE RIGHT OF WAY EASEMENT PER AGREEMENTS FOR DEDICATION OF RIGHT-OF-WAY OF BORGEN BOULEVARD RECORDED UNDER A.F.N. 200005080093 AND A.F.N. 200007130672; AND THE POINT OF BEGINNING AND TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S2°36'29"E 220.35 FEET

THENCE EASTERLY ALONG SAID MARGIN AND SAID CURVE 4.49 FEET THROUGH A CENTRAL ANGLE OF 1°10'07";

THENCE N88°33'37"E 116.67 FEET;

THENCE S85°13'58"E 540.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 7050.00 FEET;

THENCE ALONG SAID CURVE 714.49 FEET THROUGH A CENTRAL ANGLE OF 5°48'24";

THENCE DEPARTING SAID MARGIN S0°37'56"E 267.11 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 310.00 FEET;

THENCE ALONG SAID CURVE 152.75 FEET THROUGH A CENTRAL ANGLE OF 28°13'54";

THENCE S27°35'59"W 117.45 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET;

THENCE ALONG SAID CURVE 247.45 FEET THROUGH A CENTRAL ANGLE OF 67°30'47" TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE CENTER BEARS N36°30'04"W 25.00 FEET;

THENCE ALONG SAID CURVE 2.11 FEET THROUGH A CENTRAL ANGLE OF 4°49'49";

THENCE S45°17'45"E 50.14 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE CENTER BEARS S40°44'56"E 25.00 FEET;

THENCE ALONG SAID CURVE 41.74 FEET THROUGH A CENTRAL ANGLE OF 95°39'26";

THENCE S45°21'25"W 50.02 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE CENTER BEARS S43°35'38"W 25.00 FEET;

THENCE ALONG SAID CURVE 39.27 FEET THROUGH A CENTRAL ANGLE OF 90°00'00";

THENCE S43°35'38"W 199.58 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID CURVE 41.43 FEET THROUGH A CENTRAL ANGLE OF 94°56'44";

THENCE S48°07'02"W 50.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S 39° 22'38" W 25.00 FEET;

THENCE ALONG SAID CURVE 37.43 FEET THROUGH A CENTRAL ANGLE OF 76°44'12";

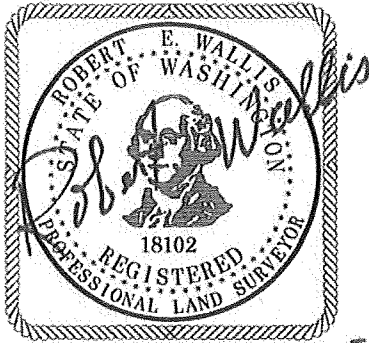
THENCE S43°35'38"W 98.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET;

THENCE ALONG SAID CURVE 73.09 FEET THROUGH A CENTRAL ANGLE OF 5°04'33" TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID CURVE 39.63 FEET THROUGH A CENTRAL ANGLE OF 90°49'52";

12112 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-9623  
425.821.8448 · 800.488.0756 · Fax 425.821.3481  
www.triadassociates.net

THENCE S55°37'41"W 50.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE CENTER BEARS N49°02'34"E 325.00 FEET;  
THENCE ALONG SAID CURVE 38.64 FEET THROUGH A CENTRAL ANGLE OF 6°48'40" TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET;  
THENCE ALONG SAID CURVE 50.27 FEET THROUGH A CENTRAL ANGLE OF 3°29'28";  
THENCE S37°03'00"W 139.60 FEET;  
THENCE N52°57'00"W 117.63 FEET;  
THENCE S37°03'00"W 161.28 FEET;  
THENCE S29°57'51"W 102.05 FEET;  
THENCE S26°32'49"W 50.46 FEET;  
THENCE S22°22'40"W 46.74 FEET;  
THENCE S17°48'29"W 46.60 FEET;  
THENCE S15°16'03"W 56.34 FEET;  
THENCE S0°34'01"W 100.02 FEET TO SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER;  
THENCE N88°17'14"W ALONG SAID SOUTH LINE 614.11 FEET TO THE WEST LINE OF SAID TRACT X AND SAID EAST LINE OF THE WEST 662.00 FEET OF SAID NORTHEAST QUARTER;  
THENCE N1°10'32"E ALONG SAID WEST LINE 1912.57 FEET TO THE POINT OF BEGINNING.

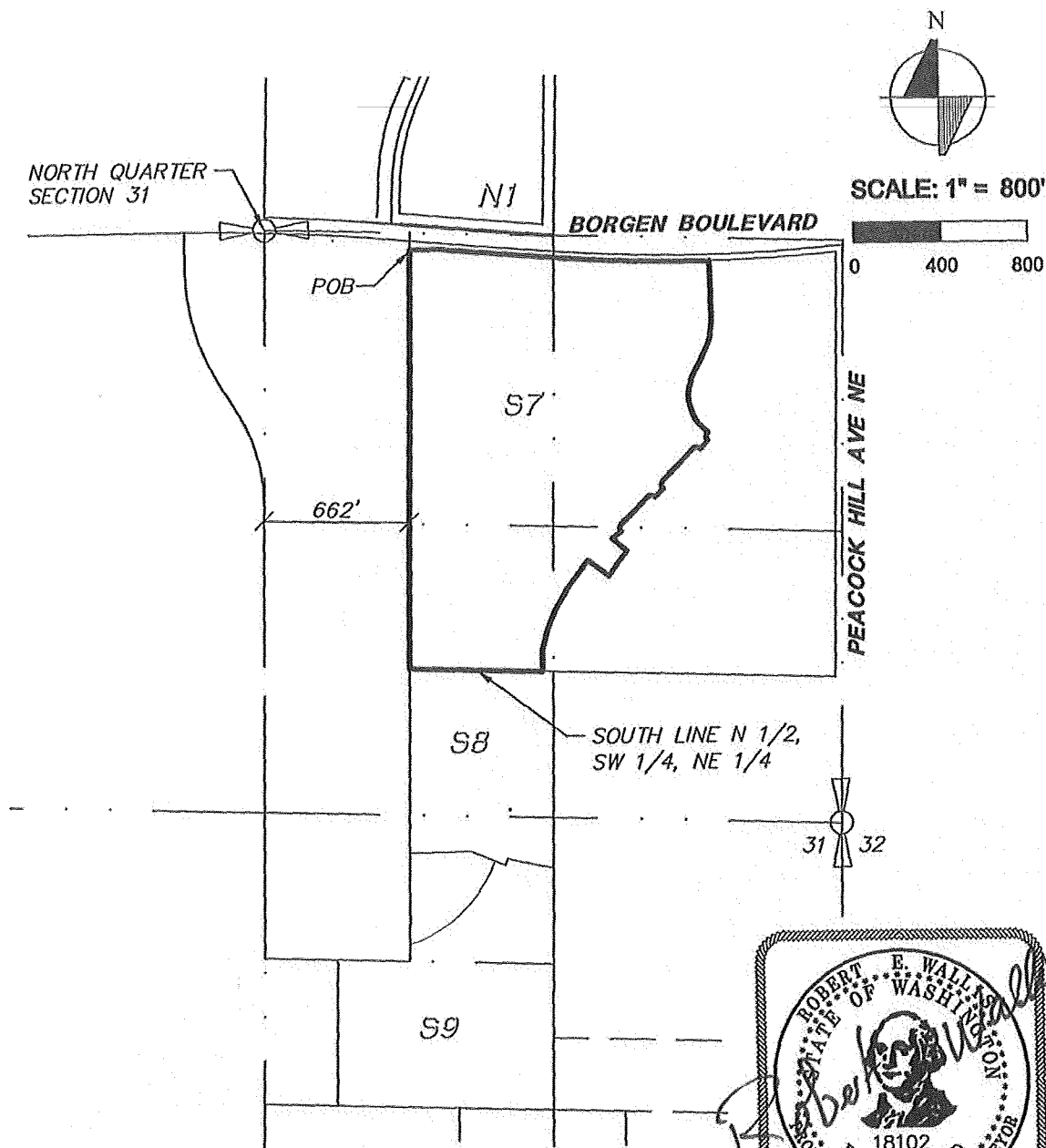


4-14-2015

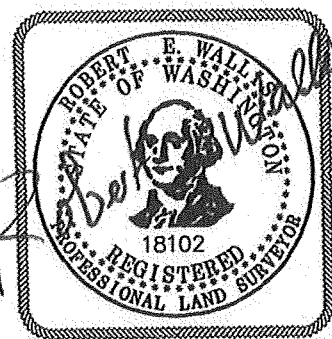
WRITTEN: LMM  
CHECKED: REW

HARBOR HILL  
DIVISION S7

TRIAD JOB # 08-058  
APRIL 14, 2015



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



APRIL 14, 2015



20300 Woodinville Snohomish Rd NE  
Suite A • Woodinville, WA 98072  
p: 425.415.2000 f: 425.486.5059  
w: triadassociates.net

08058-EXH-S7-LEGAL.dwg



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

**Subject:** First reading of ordinance authorizing city participation in the Local Option Capital Asset Lending Program (LOCAL)

**Proposed Council Action:**  
Adopt the ordinance authorizing execution of the financing contract after second reading

**Dept. Origin:** Finance

**Prepared by:** David Rodenbach, Finance Director

**For Agenda of:** June 8, 2014

**Exhibits:** Ordinance and attachments

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator**

*Ron W 6/3/15*

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

*by e-mail*

**Approved by Finance Director:**

*SR 6/3/15*

Expenditure Required	Amount Budgeted	0	Appropriation Required	See below
See below				

**INFORMATION / BACKGROUND**

The LOCAL program is an expanded version of the successful state agency lease/purchase program and is managed by the State Treasurer. The major benefits of LOCAL are (1) simplicity and (2) low cost financing. The city will benefit from the current program credit rating of Moody's **Aa2** and low issuance fees and expenses.

The latest notes issued under this program were March 24, 2015 with an interest rate of 1.36%.

**FISCAL CONSIDERATION**

The 2015 budget includes 2 pickup trucks, a boat, a lawnmower and a track hoe for Public Works; and 4 police vehicles. Most of the vehicles have been purchased and are in and being used.

The total cost for the fully equipped vehicles is expected to be around \$316,000. The bond funding provided through participation in the State Treasurer LOCAL program will reimburse the city for the funds expended to purchase and equip these vehicles.

The funds will be available sometime in mid-August and the first payment will be due December 1. Total annual debt service (principal plus interest) will be about \$70,000 per year with final payoff in 2020.

**RECOMMENDATION / MOTION**

Adopt the ordinance Authorizing city participation in the Local Option Capital Asset Lending Program after a second reading.

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

**AUTHORIZATION FOR THE ACQUISITION OF PERSONAL  
PROPERTY AND EXECUTION OF A FINANCING CONTRACT  
AND RELATED DOCUMENTATION RELATING TO THE  
ACQUISITION OF SAID PERSONAL PROPERTY.**

---

WHEREAS, the City of GIG HARBOR (the "Local Agency") has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1 (the "NOI"), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified on Annex 1 attached hereto ("Property"); and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into a Local Agency Financing Contract with the Office of the State Treasurer, in the form attached hereto as Annex 2 (the "Local Agency Financing Contract"), in an amount not to exceed \$316,000, plus related financing costs, in order to acquire the property and finance the acquisition of the property;

WHEREAS, the Local Agency will undertake to acquire or to reimburse itself for the acquisition of the property on behalf of and as agent of the Washington Finance Officers Association (the "Corporation") pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individual set forth in Annex 3 as the representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (the "Authorized Agency Representative");

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN; as follows:

**Section 1.** The individual holding the office or position set forth in Annex 3 is hereby appointed as representative of the Local Agency in connection with the acquisition of or reimbursement for the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. One Authorized Agency Representative shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

**Section 2.** The form of the Local Agency Financing Contract attached hereto as Annex 2 is hereby approved and the Authorized Agency Representative is hereby

authorized and directed to execute and deliver the Local Agency Financing Contract, in an amount not to exceed \$316,000, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representative for the acquisition of or the reimbursement for the acquisition of the Property and financing of the acquisition of the property.

**Section 3.** The Local Agency hereby authorizes the acquisition of or the reimbursement for the acquisition of the property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

**Section 4.** The Authorized Representative is hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

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

PASSED by the City 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:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

FILED WITH THE CITY CLERK: 00/00/15  
PASSED BY THE CITY COUNCIL: 00/00/15  
PUBLISHED: 00/00/15  
EFFECTIVE DATE: 00/00/15  
ORDINANCE NO:

CERTIFICATE OF AUTHORIZING ORDINANCE

I, the undersigned, Clerk of the City of Gig Harbor (the "Local Agency"), DO  
HEREBY CERTIFY:

1. That the attached Ordinance No. \_\_\_\_\_ (herein called the "Ordinance") is a true and correct copy of a Ordinance of the Local Agency passed at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and duly recorded in my office;

2. That said meeting was duly convened and held in all respects in accordance with law; and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the City Council was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance;

3. That all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed;

4. That the Ordinance remains in full force and effect and has not been amended, repealed or superseded; and

5. That I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this \_\_\_ day of \_\_\_\_\_, 2015.

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



**Notice of Intent**

State of Washington LOCAL(Local Option Capital Asset Lending)

**Local Government Information**

County: Pierce

Legal Name: City of Gig Harbor

MCAG No.: 0587

Contact Person: David Rodenbach

Title: Finance Director

Address: 3510 Grandview Street, Gig Harbor, WA

Zip: 98335

Phone: 253.853.7610

Fax: 253.851.8563

E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one):  Already have financing documents

MS Word 6.0 by e-mail  3.5" disk - Word 97 by U.S. mail  Hard copy by U.S. mail

**Property (Real Estate or Equipment)**

Property description (include quantity, if applicable): Purchase six vehicles, a boat, a track hoe, and a Z-Trak lawnmower

Total cost: \$316,000 Maximum amount to finance: \$316,000

Finance term: five (5) years Useful life: six (6) years Desired financing date: August 2015

Purpose of property (Please be specific and include dept. of use): Provide city services - Police and Public Works

If real estate, the Real Estate Worksheet:  Is attached  Will be provided by (date) \_ \_

If equipment, will the property purchase price be paid with:  program proceeds or  general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

**Security Pledge**

Voted general obligation of local government.  Non-voted general obligation of local government

**Other Information**

Approximate population: 7,985 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

Yes  No Does the local government use registered warrants, interfund loans or other cash flow borrowing?

Yes  No Is the local government a party to significant litigation?

Yes  No Is this a reimbursement? If yes, date funds spent: Jan. - June 2015


We are not required to submit the Credit Form because \_ \_

Has local government received a bond rating in the last two years?  Yes  No Bond rating(s): \_ \_  
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach

Title: Finance Director

Signature: 

Date: May 12, 2015

Transaction No. \_\_\_\_\_

LOCAL AGENCY FINANCING CONTRACT, SERIES 20\_\_  
(Equipment)

This Local Agency Financing Contract, Series 20\_\_ (the "Agency Financing Contract") is entered into by and between the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), and the City of Gig Harbor, a City of the State (the "Local Agency").

RECITALS

WHEREAS, certain State agencies (as defined in Appendix I hereto, "State Agencies") are authorized to acquire real and personal property used or needed by such State Agencies through Agency Financing Contracts entered into pursuant to Chapter 356, Laws of Washington, 1989, codified as Chapter 39.94 of the Revised Code of Washington (the "RCW"), as supplemented and amended (the "Act"); and

WHEREAS, Chapter 291, Laws of Washington, 1998 supplemented and amended the Act to authorize the State to enter into Agency Financing Contracts on behalf of certain local agencies (as described therein, "Local Agencies"), including the Local Agency, to finance the acquisition of real and personal property by such Local Agencies; and

WHEREAS, the State Treasurer has established a consolidated program providing for the execution and delivery of certificates of participation in such Agency Financing Contracts, or in Master Financing Contracts with respect thereto, in series from time to time in order to provide financing or refinancing for the costs of acquisition of real and personal property by State Agencies and Local Agencies; and

WHEREAS, simultaneously with the execution and delivery hereof, the State is entering into a Master Financing Contract, Series 20\_\_, dated as of the Dated Date (the "Master Financing Contract") with the Washington Finance Officers Association, a nonprofit corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Corporation"), to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

WHEREAS, the State Treasurer and the Local Agency have determined that it is necessary and desirable to enter into this Agency Financing Contract to provide financing or refinancing for the costs of acquisition of certain items of personal property, described in Exhibit B hereto (the "Property"), by the Local Agency; and

WHEREAS, the State Finance Committee has authorized the execution and delivery of this Agency Financing Contract pursuant to Resolution No. 987 adopted on October 7, 2003; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agency Financing Contract do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute, deliver and perform their respective obligations under this Agency Financing Contract;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

Section 1.1 Defined Terms. Capitalized terms used but not otherwise defined in this Agency Financing Contract shall have the respective meanings given such terms in Appendix I hereto.

Section 1.2 Notice of Intent; Personal Property Certificate; Certificate Designating Authorized Local Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A attached hereto and incorporated herein by this reference. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered herewith, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B attached hereto and incorporated herein by this reference. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C attached hereto and incorporated herein by this reference. Said Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on said Certificate is sufficient to bind the Local Agency under this Agency Financing Contract with respect to any of the undertakings contemplated herein. The terms and provisions set forth in Appendix II hereto are incorporated herein and made a part hereof by this reference.

Section 1.3 Installment Sale and Purchase of Property. The State hereby agrees to sell, assign and convey, and does hereby sell, assign and convey to the Local Agency, and the Local Agency hereby agrees to purchase, acquire and assume, and does hereby purchase, acquire and assume, from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits thereof and therefrom, subject to the security interest created pursuant to Section 2.5 of Appendix II hereof, and the Local Agency agrees to pay in consideration thereof the Purchase Price therefor and interest thereon and the Additional Costs in accordance with Section 1.4 hereof, and all other amounts required to be paid by the Local Agency hereunder, all in accordance with the provisions of this Agency Financing Contract.

Section 1.4 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Agency Financing Contract, the Local Agency hereby promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D hereto, consisting of a Principal Component and/or an Interest Component as set forth in such Exhibit; and (b) All Additional Costs incurred by the State in connection with the sale of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 20\_\_ Agreements, within thirty (30) days following receipt of an invoice from the State with respect thereto which includes (i) a brief description of each such Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.5 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 of Appendix II hereof.

STATE OF WASHINGTON  
OFFICE OF THE STATE TREASURER

City of Gig Harbor  
as Local Agency

By \_\_\_\_\_  
Designated Treasurer Representative

By \_\_\_\_\_  
Authorized Agency Representative

By \_\_\_\_\_  
Authorized Agency Representative

**Notice of Intent**

**State of Washington LOCAL(Local Option Capital Asset Lending)**

**Local Government Information**

County: Pierce

Legal Name: City of Gig Harbor

MCAG No.: 0587

Contact Person: David Rodenbach

Title: Finance Director

Address: 3510 Grandview Street, Gig Harbor, WA

Zip: 98335

Phone: 253.853.7610

Fax: 253.851.8563

E-mail: rodenbachd@cityofgigharbor.net

Would you prefer to receive financing documents (check one):  
 Already have financing documents  
 MS Word 6.0 by e-mail     3.5" disk – Word 97 by U.S. mail     Hard copy by U.S. mail

**Property (Real Estate or Equipment)**

Property description (include quantity, if applicable): Purchase six vehicles, a boat, a track hoe, and a Z-Trak lawnmower

Total cost: \$316,000 Maximum amount to finance: \$316,000

Finance term: five (5) years Useful life: six (6) years Desired financing date: August 2015

Purpose of property (Please be specific and include dept. of use): Provide city services – Police and Public Works

If real estate, the Real Estate Worksheet:  Is attached     Will be provided by (date) \_ \_

If equipment, will the property purchase price be paid with:  program proceeds or  general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

**Security Pledge**

Voted general obligation of local government.  Non-voted general obligation of local government

**Other Information**

Approximate population: 7,985 (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

- Yes  No Does the local government use registered warrants, interfund loans or other cash flow borrowing?
- Yes  No Is the local government a party to significant litigation?
- Yes  No Is this a reimbursement? If yes, date funds spent: Jan. – June 2015


We are not required to submit the Credit Form because \_ \_

Has local government received a bond rating in the last two years?  Yes  No Bond rating(s): \_ \_  
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: David Rodenbach

Title: Finance Director

Signature: 

Date: May 12, 2015

**Personal Property Certificate**

Name of Local Agency:	City of Gig Harbor
Address:	3510 Grandview Street
	Gig Harbor, WA 98335-51

All capitalized terms not defined herein shall have the meanings assigned to such terms in the Local Agency Financing Contract that this Exhibit B is attached to. The undersigned David Rodenbach does hereby certify, that he is an Authorized Agency Representative of the City of Gig Harbor (the "Local Agency") pursuant to the terms of the Local Agency Financing Contract.

The undersigned, confirms that the Property described below will be placed in use at the location listed below. The undersigned confirms that the Property described below has been delivered to and received by the Local Agency. All installation or other work necessary prior to the use thereof has been completed. The Property has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the Local Agency and complies with all terms of the Master Financing Contract and the Local Agency Financing Contract.

Notwithstanding the foregoing, the undersigned does not waive or limit, by execution of this certificate, any claim against the vendor or any other seller, installer, contractor or other provider of property or services related to the purchase, shipment, delivery, installation or maintenance of the Property.

The Local Agency further confirms that the Property will be used to fulfill an essential governmental function which the Local Agency has the authority to provide in the State.

PROPERTY INFORMATION

Description: \_\_\_\_\_ Name of Vendor: \_\_\_\_\_  
 \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_

Serial No.: \_\_\_\_\_

Tag No.: \_\_\_\_\_

Location of Property  
Acquired: \_\_\_\_\_

INSTRUCTIONS TO STATE TREASURER FOR PAYMENT:

Disburse to:  Vendor  City  County Treasurer  Other  
 Entity Name: City of Gig Harbor  
 Disbursement Amount: \$ 316,000  
 Method of Payment:  ACH  Wire  Check  
 ACH/Wire Instructions: \_\_\_\_\_

Attached hereto are:

1. A vendor's invoice for the Property approved by the Local Agency.
2. A Certificate of Insurance, demonstrating liability insurance coverage and stating that insurance will be renewed annually automatically, unless said office notifies the State Treasurer of any discontinuation of coverage.

In connection with the Local Agency's acquisition of the Property as agent of the Washington Finance Officers Association, you are hereby requested to make a disbursement as indicated above.

\_\_\_\_\_  
Authorized Agency Representative  
Date: \_\_\_\_\_

Countersigned and  
Approved for Payment: \_\_\_\_\_  
Designated State Treasurer Representative  
Date: \_\_\_\_\_

**CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE**

I, Jill Guernsey, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. \_\_\_\_\_, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

\_\_\_\_\_ David Rodenbach, Finance Director  
(signature)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

"Annex 3 to Authorizing Ordinance (Equipment)"

**CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE**

I, Jill Guernsey, Mayor of the City of Gig Harbor (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. \_\_\_\_\_, the following individual is an "Authorized Agency Representative," as indicated by the title appended to his signature, that the following individual is duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signature set forth below is the true and genuine signature of said Authorized Agency Representative and that pursuant to such Ordinance, the following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

\_\_\_\_\_ David Rodenbach, Finance Director  
(signature)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor, City of Gig Harbor

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Public Hearing and 1<sup>st</sup> reading of ordinance allowing Food Trucks to operate within the City.

**Proposed Council Action:**  
Hold Public Hearing and 1<sup>st</sup> reading of ordinance

**Dept. Origin:** Planning Department

**Prepared by:** Lindsey Sehmel LNS  
Senior Planner

**For Agenda of:** June 8, 2015

**Exhibits:** Ordinance  
PC Recommendation  
Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** RW 6/2/15

**Approved as to form by City Atty:** by email 6/2/15

**Approved by Finance Director:**

**Approved by Department Head:** JK 6/2/15

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

Ordinance No. 1295 established interim regulations pertaining to the operation of Food Trucks within the City of Gig Harbor, allowing an opportunity to see how they would function and the services they provide. A work plan was established under Ordinance No. 1295 requiring the City's Planning Commission to review the interim regulations and make a recommendation for permanent regulations to the City Council, for consideration at their first regularly scheduled meeting in June of 2015.

**STAFF ANALYSIS**

The proposed ordinance provides flexibility and zoning standards that ensure compliance with health, safety, and welfare of the residents and limits impacts to the City's infrastructure. The proposal creates an application process under the Special Use Permit chapter of the Gig Harbor Municipal Code (GHMC). Furthermore, it establishes an annual review process to ensure food truck operators are continuously meeting the zoning standards.

**BOARD OR COMMITTEE RECOMMENDATION**

Planning Commission discussed the issue over two work study sessions and one public hearing. Their final recommendation is attached.

**RECOMMENDATION / MOTION**

Hold Public Hearing and 1<sup>st</sup> reading of ordinance.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING REGULATIONS; ADOPTING ZONING REGULATIONS RELATING TO FOOD TRUCKS TO ALLOW THE USE OF FOOD TRUCKS WITHIN THE CITY OF GIG HARBOR AS OUTLINED IN THIS ORDINANCE; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.**

---

**WHEREAS**, food trucks are currently not allowed outside of special use permits and special event permits for public functions; and

**WHEREAS**, in the past, business owners have expressed a desire to expand dining options by allowing mobile food truck uses within specified zones; and

**WHEREAS**, the citizens of Gig Harbor have expressed a desire for more dining establishments in the City; and

**WHEREAS**, City Council approved Ordinance No. 1262 on May 28, 2013 allowing for a 12 month interim use of food trucks within the City and extending it with Ordinance No. 1295; and

**WHEREAS**, under Ordinance No. 1295 a work program was established for the Planning Commission to make a recommendation to City Council regarding permanent regulations for food trucks; and

**WHEREAS**, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for the same proposal on May 1, 2013; and

**WHEREAS**, the Gig Harbor City Council considered the ordinance at first reading and public hearing on June 8, 2015; and

**WHEREAS**, on June 22, 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 zoning ordinance is to enact minimum regulations for food trucks, which is a subset of fast food restaurants that provides an alternative to traditional sit-down restaurants and by its mobile nature can respond to dynamic and spontaneous consumer demand. The operational nature of a mobile food



truck warrants permitting procedures and standards tailored to the transient nature of this use.

**Section 3.** Section 17.04.366 of the Gig Harbor Municipal Code is hereby added, to read as follows:

**17.04.366 Food Truck**

“Food Truck” means a vehicle or trailer located on private property from which a vendor prepares and/or serves food for sale to the general public.

**Section 4.** Section 17.40.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

Uses	P1	R-1	R1D	R-2	R1MD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>19</sup>	PCD-C	ED <sup>18</sup>	WR	WMI	WC	PCD-BP	PCD-NB	MUD <sup>24</sup>
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C <sup>22</sup>	-	C <sup>29</sup>	P	C <sup>23</sup>	P	P
<u>Food Truck</u> <sup>30</sup>	::	::	::	::	::	::	::	P	P	::	P	P	P	P	::	::	P	P	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-

<sup>30</sup> Food Truck permits shall be processed with a special use permit, per GHMC 17.65.

**Section 5.** Section 17.65.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.65.010 Purpose and intent.**

A special use permit is a mechanism by which the city may permit a use to locate within the city on an interim basis for specified periods of time. Because of the limited time allowance special uses can be compatible with, or have limited impacts to, neighboring properties and the general community. This chapter is intended to provide flexibility to accommodate these temporary or transient uses. Due to the transient nature of food trucks, permitting procedures and standards tailored to this unique use are enacted to provide minimum zoning regulations.

**Section 6.** Subsection 17.65.020(A) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.65.020 Criteria for a complete application.**

A special use permit is a Type I permit application and shall be subject to the following review procedures and requirements: Complete application requirements for food trucks are provided for in GHMC 17.65.080.

\* \* \*

**Section 7.** Section 17.65.080 of the Gig Harbor Municipal Code is hereby added, to read as follows:

**17.65.080 Special requirements and regulations for Food Trucks**

Food truck special use permits are a type I permit application and shall be subject to the following review procedures and requirements:

**A. General Regulations**

1. Food Trucks are allowed in the following zones: RB-2, DB, B-2, C-1, PCD-C, PCD-BP, PCD-NB, MUD, ED, and WC.
2. There is no limitation on the number of days of operation.
3. Food truck permits require an annual review to determine if the food truck complies with the regulations of this chapter in effect at the time of annual review. Annual review applications shall be submitted by the first working day of December each year.
4. Food trucks shall be fully operational and legally licensed vehicles or trailers.
5. Food truck approvals are non-transferable to any person or entity of any kind.
6. Proposed sites shall show conformance with GHMC 17.72 at time of application.

**B. Food truck complete application requirements:**

1. Signed and dated application form for a special use permit;
2. A written statement addressing the criteria for approval as set forth in GHMC 17.65.080(D);
3. A site plan showing the proposed locations(s) of the requested use, and any existing development on the site. The site plan shall indicate locations of any proposed temporary structures and include a circulation plan showing all access points for the site, all driveways, streets or roads and parking areas;
4. Location of common eating area, if any;
5. Signed agreement from property owner(s) for use of site and parking;
6. A disposal plan for grease, sanitary sewer, and wastewater;
7. An agreement or plan for restroom and hand washing needs.

**C. Performance Standards and Operational Requirements.**

1. **Parking and Vehicular Circulation:** A food truck cannot block any designated travel or fire lane(s) within a parking lot and cannot occupy any parking space that is required for a use on the same site without a shared parking agreement from the property owner.
2. **No drive-through:** No food truck may provide or serve as a drive-through facility.
3. **Signs:** Business identification and promotional signs and graphics wholly applied to the surfaces of a food truck vehicle are exempt from a sign permit and not regulated in number or total area; all additional signage shall conform to the standards outlined in chapter 17.80 GHMC.
4. **Refuse:** A secured trash container of at least 30 gallon capacity shall be provided for business customer use at the location of the vendor and the vendor shall clean the area surrounding their use and remove the refuse container and its contents at the end of each business day.
5. **State and County requirements:** All applicants shall meet state and county standards related to, but not limited to: food preparation, licensing, health and safety standards.

D. **Criteria for Approval.** The director shall approve applications for Food Trucks only if all the following criteria are met:

1. That the granting of the special use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located, and can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;
2. That the site is of sufficient size to accommodate the proposed use;
3. The application is compliant with all relevant statutory codes, regulations and ordinances.

E. **Revocation.** Upon review by the director, a food truck permit may be revoked for one of more of the following reasons:

1. That the approval was obtained by fraud or that erroneous information was provided by the applicant;
2. That use is being exercised in violation of any statute, ordinance, law or regulation.

**Section 8.** Subsection 17.65.100(D) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.65.100 Exemptions.**

The following activities or uses are exempt from the requirement of a special use permit, but other permits or approvals may be required:

- A. Annual Christmas tree and fireworks sales;
- B. Community wide events such as annual art fairs and street fairs operating under a special event license;
- C. Events approved at a city park or facility. (Ord. 953 § 8, 2004; Ord. 708 § 1, 1996).
- D. Food trucks permitted through a special event license.

**Section 9. Amendment to Fee Schedule.** Amend Exhibit A of Resolution 983 under Section A(19) to include “Food Truck – Initial Application” for a fee of \$120.00 and “Food Truck – Annual Review” for a fee of 75% of cost of initial application; and to remove “Food Trucks” from section A(5)(b).

**Section 10. 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 11. 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 12. 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 June, 2015.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
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.



DEVELOPMENT SERVICES

**NOTICE OF RECOMMENDATION  
CITY OF GIG HARBOR PLANNING COMMISSION**

**TO:** Mayor Guernsey and Members of the Council  
**FROM:** Reid Ekberg, Chair, Planning Commission  
**RE:** Food Truck Permanent Regulations

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**Application:**

This application was initiated by the City Council during adoption of Ordinance 1295 "Interim Food Truck Ordinance". Council directed the Planning Commission to consider permanent regulations allowing food trucks within the City of Gig Harbor. This work program is required to be in front of City Council for consideration in May.

**Planning Commission Review:**

The Planning Commission held 3 work study sessions and one public hearing on the topic of Food Trucks. The Commission reviewed regulations in a number of other jurisdictions to consider the magnitude of available approaches.

A public hearing on the proposed amendments was held on April 2, 2015. In order to consider the comments received, the Planning Commission held additional work study sessions after the public hearing. On April 30, 2015, the Commission recommended **APPROVAL** of the regulations contained at the end of this notice.

Upon review of existing codes and built conditions, the Planning Commission has recommended an approach that encourages and simplifies regulations regarding food trucks, such as allowing food trucks to share required parking on existing sites. This is due to two constraints identified below:

- City policy does not allow private use of public property.
  - This limits the ability for food trucks to operate on public right of way.
- Current required parking standards for site plan approval are prohibitive to the siting of food trucks.
  - Without a shared parking agreement, most sites within the city would not have adequate space for a food truck to locate.

Discussions were held in regards to allowing shared parking on sites that currently exceed, meet, or are non-conforming to existing parking requirements. Existing non-conforming sites (in regards to parking standards only) are excluded from the recommendation due to an increase in potential parking impacts.

Additionally, the Commission considered establishing limitations on the amount of annual food trucks permits issued, and ultimately chose to not limit the opportunities. However, the Commission recognizes that there may be a necessity for future code amendments in the coming years.

In addition to allowing shared parking for food trucks, the Commission, in response to staff recommendations, included a condition for annual review of food truck permits to ensure accordance with the requirements and regulations.

**Planning Commission Scope of Recommendation:**

**Zoning Standards:**

- Allowed in the following zones: RB-2, DB, B-2, C-1, PCD-C, PCD- BP, PCD-NB, MUD, ED, and WC.
- No limitation on days of operation within a calendar year.
- No limitation on amount of food truck permits issued in a calendar year.
- Annual review of permit required to determine if the food truck complies with the regulations in effect at time of review. (December)
- Food trucks may be located in a required parking stall for businesses with a building on the site, provided the site is compliant with the required number of parking stalls at time of application.
- Approvals are non-transferable to any person, firm or corporation.

**Complete Application Standards:**

- Signed/dated application.
- Site plan showing proposed location and existing development on site, circulation plan.
- Health Department Approval.
- Plan for restroom and hand washing needs.
- Plan for sewer, water, grease disposal.
- Agreement from property owner for siting of food truck.

**Performance Standards:**

- Definition: "Food Truck" means a vehicle or trailer located on private property from which a vendor prepares and serves food for sale to the general public.
- Fully operational and legally licensed vehicle or trailer.
- Signage wholly applied to the surface of the truck or vehicle is exempt from sign standards. All additional signage shall conform to the standards in GHMC 17.80.
- A secure refuse container at least 30 gallons in size shall be provided for customer use, shall be cleaned and removed from the site at the end of each day.

**Additional noteworthy items:**

- Criteria for approval
- Revocation standards

**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:

**2.1.3. Serviceable Areas**

*Allocate urban uses onto capable, suitable lands which can be provided roads, sewer, water, storm drainage and other basic urban utilities and transportation facilities.*

**Vibrancy**

**GOAL 3.10:** *Support the diversity of The Harbor through a balance of uses.*

**Economic Diversity**

**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.*

2. The Planning Commission finds that the proposed recommendations allow certain flexibility for food trucks regarding site design and parking while not significantly impacting existing brick and mortar uses.
3. The Planning Commission finds that the proposed recommendations provide additional economic opportunities in siting of desired affordable dining options and increased vitality.
4. The Planning Commission finds that the proposed amendments are consistent with the Comprehensive Plan.

Reid Ekberg, Chair  
Planning Commission



Date 5/1/2015





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

**Subject: Amendment to Section 8.20.120  
GHMC, Time limit – Use of fireworks**

**Proposed Council Action: Approve  
amendment to Section 8.20.120 GHMC as  
presented.**

**Dept. Origin: Building/Fire Safety**

**Prepared by: Paul Rice** *PK*

**For Agenda of: June 8, 2015**

**Exhibit: Section 8.20.120 GHMC  
Amendment**

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*RW 6/1/15*  
*via email 5-28-2015*  
*5-1-15*  
*PK 5-28-2015*

<b>Expenditure Required</b>	\$ 0	<b>Amount Budgeted</b>	\$ 0	<b>Appropriation Required</b>	\$ 0
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**INFORMATION/BACKGROUND**

Following July 4<sup>th</sup>, 2014, multiple citizens testified before Council requesting a review of the City's Fireworks ordinances as they pertain to the days of allowable discharge and requesting that the laws be made more stringent in order to promote a more peaceful community. Fireworks related complaints received by the GHPD in 2014 were markedly higher than the previous year during the allowed discharge days, up from 7 in 2013 to 24 in 2014. Staff found that the City's fireworks regulations had not been revisited in over 30 years and on May 4, 2015 brought the issue to the Planning & Building Committee for direction. After reviewing the currently allowable days of discharge from June 28 – July 5, it was recommended by the Committee that the currently allowed 8 days be amended to 4 days, those being the first 4 days of July. State law requires that any changes to fireworks regulations at the local level must be adopted at least 12 months prior to the effective date making these provisions enforceable for the 2016 holiday season.

**FISCAL CONSIDERATION**

There is no additional fiscal impact to the City.

**BOARD OR COMMITTEE RECOMMENDATION**

The City's Planning & Building Committee has recommended approval of this amendment.

**RECOMMENDATION/MOTION**

**Move to: Amend Section 8.20.120 GHMC, Time limit – Use of fireworks as presented.**

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FIREWORKS DISCHARGE REGULATIONS; AMENDING SECTION 8.20.120 OF THE GIG HARBOR MUNICIPAL CODE, TIME LIMIT – USE OF FIREWORKS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.**

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**WHEREAS**, in 1982 the City of Gig Harbor adopted Ordinance No. 418 in order to provide regulation for the sale and use of fireworks consistent with state law; and

**WHEREAS**, the City of Gig Harbor may adopt local amendments to limit, prohibit sale or discharge of fireworks consistent with Chapter 70.77 RCW; and

**WHEREAS**, City staff met with the Planning and Building Committee of the City Council on May 4, 2015 to discuss amendments to the fireworks regulations of the Gig Harbor Municipal Code; and

**WHEREAS**, the Planning and Building Committee of the City Council directed staff to propose an amendment addressing changes regarding hours of discharge and present to City Council for direct consideration; and

**WHEREAS**, the City finds that the local amendments contained herein are desirable to protect the public peace;

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

Section 1. Section 8.20.120 of the Gig Harbor Municipal Code is amended as follows:

**8.20.120 Time limit – Use of fireworks.**

No person shall use or ~~explode~~ discharge any fireworks within the corporate limits of Gig Harbor except ~~from 12:00 noon on June 28th to 12:00 noon on July 5th of any year~~ between the hours of 9:00 a.m. and 11:00 p.m. on July 1 through July 3, and between the hours of 9:00 a.m. and midnight on July 4; provided, that this prohibition shall not apply to duly authorized public displays where the same are authorized pursuant to the laws of the state of Washington.

Section 2. 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 3. Copy to Chief of the Washington State Patrol. Pursuant to RCW 70.77.250(4) the City Clerk is directed to send a copy of this ordinance to the Chief of the Washington State Patrol for his files within ten (10) days after adoption of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force twelve (12) months 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

\_\_\_\_\_  
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:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.



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

**Subject:** Resolution 997 – Voluntary Water Reductions

**Proposed Council Action:** Move to approve Resolution 997 to implement voluntary water reductions in the City’s water service area.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE  
Public Works Director

*ADD*

**For Agenda of:** May 8, 2015

**Exhibits:** Resolution

Initial &  
Date

**Concurred by Mayor:**

*mw 6-8-15*  
*RonW 6/3/15*

**Approved by City Administrator:**

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

*N/A*

**Approved by Finance Director:**

*df*

**Approved by Department Head:**

*ADD 6/8/15*

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

On May 15, 2015 Washington State Governor Jay Inslee declared a drought emergency in all 39 counties of the State. Due to the existing drought emergency and the fact that the City is entering the months of the calendar year with the least precipitation, and thus the highest demands on the City’s water system, it is important to the health, safety, property and welfare of City residents to reduce water demands at this time.

Exacerbating the drought impacts to the City’s water system, the system is being stressed due to the need to turn off production from Well 2 and reduce production volume from Well 4.

While these events do not yet constitute an emergency as outlined in Chapter 13.16 of the Gig Harbor Municipal Code, Staff is recommending the voluntary reduction of water use with the City’s water service area.

**FISCAL CONSIDERATION**

None.

**BOARD OR COMMITTEE RECOMMENDATION**

This issue has not been presented to the Public Works Committee due to its urgency.

**RECOMMENDATION/MOTION**

Move to approve Resolution 997 to implement voluntary water reductions in the City’s water service area.

**RESOLUTION NO. 997**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REQUESTING VOLUNTARY WATER REDUCTION BY WATER USERS WITHIN THE CITY OF GIG HARBOR'S WATER SERVICE AREA.**

---

WHEREAS, on May 15, 2015 Washington State Governor Jay Inslee declared a drought emergency in all 39 counties of the State; and

WHEREAS, due to the existing drought emergency and the fact that the City is entering the months of the calendar year with the least precipitation, and thus the highest demands on the City's water system, it is important to the health, safety, property and welfare of City residents to reduce water demands at this time; and

WHEREAS, the City's water system is becoming stressed due to the need to turn off production from Well 2 and reduce production volume from Well 4; and

WHEREAS, these events do not yet constitute an emergency as outlined in Chapter 13.16 of the Gig Harbor Municipal Code; NOW, THEREFORE,

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

Section 1. Findings and Request for Water Reduction. Based upon the WHEREAS clauses above, which are incorporated as findings, the City Council hereby requests water users within the City of Gig Harbor's water service area voluntarily reduce water consumption until Washington State lifts the drought emergency or November 1, 2015, whichever comes first.

Section 2. Recommended Water Reduction Measures. The City Council hereby recommends the following water reduction measures by water users within the City of Gig Harbor's water service area:

- A. No car washing at home.
- B. No washing of driveways and sidewalks.
- C. No watering of landscaping during daylight hours.
- D. Watering of private landscaping during the night for even-numbered addresses on even-numbered dates.
- E. Watering of private landscaping during the night for odd-numbered address on odd-numbered dates.
- F. No irrigation of streetscapes and landscaping strips.
- G. No irrigation of City Parks in non-play areas except where to establish vegetation.
- H. Reduced irrigation of play areas in City Parks.

RESOLVED by the City Council this 8<sup>th</sup> day of June, 2015.

APPROVED:

\_\_\_\_\_  
MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 06/08/15  
PASSED BY THE CITY COUNCIL: 06/08/15  
RESOLUTION NO. 997



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

**Subject:** Resolution 996 – Well No. 2  
Emergency Well Rehabilitation

**Proposed Council Action:** Move to approve  
Resolution 996 for the emergency  
rehabilitation of Well No. 2.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE  
Public Works Director *AL*

**For Agenda of:** May 8, 2015

**Exhibits:** Resolution and Utility Extension  
Agreements

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:** *RW 6/4/15*

**Approved as to form by City Atty:** *NIA EMAIL 6/1/15*

**Approved by Finance Director:** *SF 6/1/15*

**Approved by Department Head:** *AL 6/2/15*

<b>Expenditure Required</b>	Undetermined	<b>Amount Budgeted</b>	See Fiscal Consideration	<b>Appropriation Required</b>	\$ 0
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**INFORMATION/BACKGROUND**

The City's Well No. 2 typically provides about 220 gpm. of drinking water with minimal amounts of iron and manganese bacteria. These bacteria are considered a secondary contaminant by the Washington State Department of Health and do not have a required treatment level. Since April 2015 citizens and City Staff have noted strong taste and odor issues often connected to high iron and manganese bacteria coming from drinking water in the area supplied by Well No. 2. Staff has verified high iron and manganese levels with laboratory testing and attempted to isolate and sanitize Well No. 2 without success. As a result, the well has temporarily been turned off.

Subsequently, on May 15, 2015 Washington State Governor Jay Inslee declared a drought emergency in all 39 counties of the State. Due to the existing state-wide drought emergency and the fact that the City is entering the time of calendar year with the least precipitation, and thus the highest demands on the City's water system, it is critical to the health, safety, property and welfare of City residents to have all available water supply systems operational at this time.

RCW 39.04.280 authorizes the City to waive competitive bidding and professional selection requirements in the event of an emergency. An emergency is defined as an unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of an essential function; or (b) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken.

The resulting reduction in water supply has caused Well No. 4 to exceed the available water supply in the aquifer. The reduced water supply from Well No. 4 and the elimination of drinking water from



Well No. 2 has compounded the strain on the remaining components of the City's water system. At this point four options exist to reduce iron and manganese bacteria from Well No. 2. These options include:

1. Continue pumping Well 2 with high levels of iron/manganese bacteria
2. Rehabilitate Well No. 2
3. Bring Well No. 10 on-line
4. Install and operate a water treatment facility for Well No. 2.

Staff recommends option 2 because of the likely resolution of the issue along with the relative low cost and short timeline to complete the work. The anticipated time to rehabilitate the well under the recommended emergency resolution is about six weeks.

The proposed emergency rehabilitation project provides for a consultant to manage a Contractor to provide all the necessary tools, equipment, labor and material associated with the emergency rehabilitation of Well No. 2.

### **FISCAL CONSIDERATION**

The proposed work is recommended to be paid out of the currently budgeted Water Operating Objective #11, Well No. 3 Maintenance. The amount established for the Well No. 3 maintenance work is \$70,000.

### **BOARD OR COMMITTEE RECOMMENDATION**

This issue has not been presented to the Public Works Committee due to its urgency.

### **RECOMMENDATION/MOTION**

Move to approve Resolution 996 for the emergency rehabilitation of Well No. 2.

**RESOLUTION NO. 996**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE EXISTENCE OF AN EMERGENCY NECESSITATING THE WAIVER OF COMPETITIVE BIDDING REQUIREMENTS TO ADDRESS THE EMERGENCY REHABILITATION OF WELL No. 2; WAIVING THE REQUIREMENTS OF RCW 39.04.190, RCW 39.04.155, AND CITY OF GIG HARBOR RESOLUTION NO. 884, AS ALLOWED BY RCW 39.04.280; AND AUTHORIZING THE EMERGENCY WORK.**

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WHEREAS, the City's Well No. 2 typically provides drinking water with minimal amounts of iron and manganese bacteria, which are considered a secondary contaminant by the Washington State Department of Health; and

WHEREAS, since April 2015 citizens and City Staff have noted strong taste and odor issues often connected to high iron and manganese bacteria coming from drinking water in the area supplied by Well No. 2; and

WHEREAS, Staff has verified high iron and manganese levels with laboratory testing and attempted to isolate and sanitize Well No. 2 without success so therefore have temporarily isolated/turned off the well; and

WHEREAS, the resulting reduction in water supply has caused Well No. 4 to exceed the available water supply in the aquifer and thus compounding a strain on the remaining components of the City's water system; and

WHEREAS, the fastest and least expensive alternative to reduce the iron and manganese bacteria released from Well No. 2 as identified by a consultant is to rehabilitate the well; and

WHEREAS, on May 15, 2015 Washington State Governor Jay Inslee declared a drought emergency in all 39 counties of the State; and

WHEREAS, due to the existing drought emergency and the fact that the City is entering the time of calendar year with the least precipitation, and thus the highest demands on the City's water system, it is critical to the health, safety, property and welfare of City residents to have all available water supply systems operational at this time; and

WHEREAS, the emergency rehabilitation project provides for a consultant to manage a Contractor to provide all the necessary tools, equipment, labor and material associated with the emergency rehabilitation of Well No. 2; and

WHEREAS, RCW 39.04.280(1)(c) authorizes the City to waive competitive bidding

and professional selection requirements in the event of an emergency; and

WHEREAS, RCW 39.04.280(3) defines an emergency as an unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of an essential function; or (b) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken; and

WHEREAS, because of this emergency, the City is unable to comply with the City's resolution applicable to bidding procedures; NOW, THEREFORE,

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

Section 1. Finding and Declaration of Emergency. Based upon the WHEREAS clauses above, which are incorporated as findings, the City Council hereby declares that an emergency exists requiring the immediate action by the City in order to preserve the public health, safety, property and welfare. The Council further declares that the delay necessitated by compliance with the procedures for procurement of equipment and construction of public works found in City Resolution No. 884, RCW 39.04.190 and RCW 39.04.155, prevents the City from coping with the emergency in time to minimize impact to the City's vital infrastructure.

Section 2. Authorization of Repairs. The City Council hereby authorizes expenditures necessary for the emergency repairs and authorizes the Mayor to execute contracts necessary to complete the work.

RESOLVED by the City Council this 8<sup>th</sup> day of June, 2015.

APPROVED:

\_\_\_\_\_  
MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 06/04/15  
PASSED BY THE CITY COUNCIL: 06/08/15  
RESOLUTION NO. 996



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

**Subject:** Staff Report on Gig Harbor 2030 – Comprehensive Plan Update

**Proposed Council Action:** None

**Dept. Origin:** Planning

**Prepared by:** Lindsey Sehmel, AICP – Senior Planner

*LNS*

**For Agenda of:** June 8, 2015

**Exhibit:** GH 2030 comments received post May 26, 2015

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:** *DW 6/4/15*

**Approved as to form by City Atty:** *Via email 6/4*

**Approved by Finance Director:** *JK 6/4*

**Approved by Department Head:** *JK 6/4/15*

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

Since the public hearing on Gig Harbor 2030 held on May 26, 2015, additional comments were received during the 60 day comment period required by the Department of Commerce. These comments come from Puget Sound Regional Council, Department of Ecology and Washington State Department of Commerce. The Puget Sound Regional Council provided some substantial comments that if not addressed prior to the adoption of the Comprehensive Plan amendments, will fiscally impact the City's ability to receive transportation funding grants.

Senior staff in the Planning, Engineering and Finance departments have already begun to identify approaches to address these substantial comments, specifically the ones pertaining to the Transportation Element (page 1 and 2 of PSRC comment letter). Staff believes meeting these requirements is possible with an extended timeframe, assuming adoption in August, 2015. The Department of Commerce is aware of the comments and recommends response over adopting the plan as is, ultimately accepting that we will not meet their deadline of June 30, 2015 in order to complete with a fully updated plan.

Amendments to the existing draft will require a new public hearing, staff recommends combining the public hearing with the first reading due to the timing constraints.

**FISCAL CONSIDERATION**

There is no fiscal need due to work being completed in house. Additional consultant funds are not necessary.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION/MOTION**

None



May 28, 2015

Lindsey Sehmel  
Senior Planner  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335

**Subject: PSRC comments on draft Gig Harbor Comprehensive Plan update**

Dear Ms. Sehmel,

Thank you for providing an opportunity for the Puget Sound Regional Council to review a draft of the City of Gig Harbor Comprehensive Plan. We recognize the substantial amount of time and effort invested in this plan and appreciate the chance to review it while in draft form. This timely collaboration helps to ensure certification requirements are adequately addressed and certification action can be taken by PSRC boards upon adoption.

We would like to note the many outstanding aspects of the draft, which represents a thorough review and update of the plan. Several particularly noteworthy aspects include:

- A system of central places that focuses growth, supports transit- and pedestrian-oriented development, and provides an organizing framework for transportation investments.
- The city's commitment to use innovative approaches to balance density and neighborhood character, preserve market affordability, mitigate displacement due to redevelopment, and produce new affordable units through inclusionary/ incentive zoning.
- A new set of policies that promote urban planning approaches that address public health and provide opportunities for physical activity.
- Policies to enforce performance standards governing the emissions of air pollutants, including greenhouse gases.

The draft comprehensive plan advances regional policy in many important ways. There are some items, however, that should be addressed before the plan is finalized:

Transportation

- The city should add additional detail to the transportation financing plan, especially in regards to the assumed revenue from bonds/low interest loans/possible transportation benefit district in tables 12-9 and 12-11. This discussion could address historical revenues dedicated to transportation, the anticipated timeline for the formation of a new transportation benefit district, municipal debt capacity based on the city's assessed value, and anticipated sources of funds to repay bonds.

If the city revises its financing plan to assume less probable revenue within the planning period, the transportation plan should be revised to identify a subset of projects that are planned to be completed within probable revenue sources within the planning period. Lower priority projects can be included in the plan as a contingency list to maintain grant eligibility and reflect endorsement of the projects by the city for future planning periods or if more revenue materializes than expected. See Commerce's [Transportation Element Guidebook](#), chapter 4I, for more information.

- The city should consider adding discussion of how the recommended high and medium priority transportation projects on page 12-56 help implement policy 12.7.1 (“Prioritize investments in transportation facilities and services in centers of local importance that support compact, pedestrian and transit oriented development.”) The city should also consider adding policy language that places maintenance and preservation of the transportation system as a high priority.
- While the plan includes notable policies that call for improving pedestrian and bicycle safety and encouraging additional bicycle and pedestrian connections as development occurs, the city should work to complete the pedestrian and bicycle component of the transportation element (RCW 36.70A.070(6)(a)(vii), WAC 365-196-430(2)(j)). Some important components of a complete pedestrian and bicycle component that appear to be missing include an inventory of the existing pedestrian and bicycle networks, identification of priority needs for pedestrian and bicycle improvements (e.g. gaps, locations with safety concerns or high travel demand), and a plan for future pedestrian and bicycle networks that connect residential and employment areas with community and regional destinations, schools, and public transportation services. For more information about developing a pedestrian and bicycle component see the Commerce [Transportation Element Guidebook](#) (chapter 4D), the PSRC [Active Transportation Plan](#), and other helpful resources on our [plan review resources webpage](#).
- The city is commended for tailoring its level-of-service standards in the Harbor area, consistent with MPP-DP-56, to support vehicular, bicycle, and pedestrian objectives. The city should build on this work and work to address multiple modes in the city’s concurrency program, including focusing level-of-service standards on the movement of people and goods instead of only on the movement of vehicles (MPP-DP-54,55).
- The city should consider additional policies and provisions, in coordination with transit agencies, that support efficient and effective transit service in Gig Harbor. For example, the city could develop a transit streets category in the street classification system and adopt supportive design standards, prioritize facilities that connect people to transit (e.g. sidewalks, crosswalks, wayfinding signs, bicycle parking), or require a transportation demand management plan as part of site plan review for larger developments. See the PSRC [Transit Supportive Planning Toolkit](#) for more information.

#### Land use

- A number of other cities in King and Pierce counties are extending their comprehensive plan horizon to 2035, 20 years from plan adoption. If, in the final adopted plan, Gig Harbor extends its plan horizon to 2035 we encourage the city to work to maintain alignment of its land use and growth assumptions with a growth trajectory that is consistent with the Regional Growth Strategy. The Regional Growth Strategy calls for Small Cities in Pierce County to plan for approximately 14% of the county’s population growth and 19% of the county’s employment growth for the 2000 to 2040 period. Current countywide growth targets, which extend to 2030 in Pierce County, allocate 15% of the population growth and 20% of the employment growth to small cities. In order to achieve the Regional Growth Strategy shares of population by 2040, we recommend that Small Cities in Pierce County plan for a straight-line extension of the 2030 growth targets for population. In order to achieve the Regional Growth Strategy shares of employment by 2040, we recommend that Small Cities in Pierce County “bend the trend” further by planning for a decreasing share of the county’s employment growth beyond 2030.
- VISION 2040 calls for all unincorporated lands within the urban growth area to transition into cities and assumes this transition to be largely complete by 2040. The city has made progress in annexing its affiliated urban growth area and is encouraged to continue working with Pierce County to ensure an orderly transition to city governance. The city should incorporate policies and provisions to support efforts such as coordinating development standards, transferring permitting authority, and addressing service and infrastructure financing. If there are portions of

Gig Harbor's affiliated urban growth area for which the city will not support annexation, the city should consider working with Pierce County to remove them from the urban growth area.

- The city is commended for including discussion under goal 2.4 in the land use element, which is supportive of MPP-PS-9 and states that the city should, "Minimize the impact of on-site septic systems by requiring new development within the urban area to be served by city sewer". The city should ensure that this concept is also reflected in policy 2.4.2 (b), which only calls for encouraging new developments to be connected to the city sewer system.

### Housing

- The city should strengthen the housing needs assessment that is required under RCW 36.70A.070 to include a more complete analysis of the demand for and supply of units that meet the current and future needs of households, including at a range of income levels. Consider including data on the following:
  - a demographic profile including age, special needs, race, and ethnicity of residents
  - rental affordability (beyond cost burden), including average rents
  - annual earnings of common occupations in the city to determine if Gig Harbor workers can afford to live within the jurisdiction.
- The city is encouraged to perform an assessment of demand for special needs housing and develop additional policies to ensure an adequate supply of housing for the special needs population. Additional policies could address: integration of universal design standards to assist elderly and other special needs populations to stay in their homes; support for coordinating of housing and services providers to serve special needs population; and/or support for the development and ongoing operations of supportive housing with appropriate services for people with special needs throughout the county and region.
- The policies in the draft housing element go a long way to advancing VISION 2040's housing goals. Some of them (e.g. policies 5.4.1, 5.5.4, 5.6.1) appear to rely on future work for successful implementation. The city should consider adding a discussion of strategies and timelines for implementation of these policies in the housing element.
- While the plan includes several policies that call for the preservation and renovation of existing underutilized housing, the city should consider strengthening the suite of tools for preservation by adding a policy to identify and provide information about funding opportunities and programs for homeowners to maintain and rehabilitate their properties.

PSRC also reviews plans for airport compatibility for jurisdictions that are adjacent to general aviation airports. We recommend you address the following items to ensure compatibility with Tacoma Narrows Airport:

- We were not able to locate a geographic boundary which corresponds to Land Use policy 2.3.2 Airport Overlay District. A map is necessary to understand the limits of the district. The city should include these limits on the city's Future Land Use Map and Zoning Map.
- To protect the airspace from encroachment that might result from proposed high density development in areas such as Westside Center, the plan should address FAR Part 77 height hazard information and the FAA's 7460-1 review process to protect people and structures on the ground and to protect the approaches to the Tacoma Narrows Airport. Technical information regarding these processes can be found on the WSDOT [Aviation webpage](#) and on the PSRC [Airport Compatible Land use webpage](#). This information should be addressed generally in the comprehensive plan and incorporated into the city's zoning code and development review process.
- We recommend that policies relative to airport and compatible use be cross-referenced to the transportation element, and that the city support multi-modal connections to the airport.



- The plan should include a reference to the PSRC [Airport Compatible Land Use Program](#), and the city should utilize the guidance contained in the PSRC program in developing the comprehensive plan. Also the plan should provide direct references to relevant statutes (RCW 36.70.547) and the WSDOT Aviation Division's [Airports and Compatible Land Use Guidebook](#).
- The plan should recognize the economic benefit of the Tacoma Narrows Airport. The Pierce County Tacoma Narrows Airport is important to the regional economy and plays a significant transportation role by providing access to the nation's air transportation system. For your reference, the Washington State Aviation System Plan, 2012 Economic Impact Study, provides information on the total estimated regional economic output from airport businesses and the total jobs created by the airport.
- While the environment element Policy 5.4.1. on noise and development characteristics does a good job promoting insulation and other mitigation for aircraft noise, the city is encouraged to strengthen this policy by adding language promoting aviation easements, and/or acquisition/resale with easements.

Thank you again for working with us through the plan review process. There is a lot of strong work in the draft and we are available to continue to provide assistance and additional reviews as the plan moves through the development process. For more information and assistance on housing issues, please contact Giulia Pasciuto at 206-971-3278 or [gpasciuto@psrc.org](mailto:gpasciuto@psrc.org), or see [psrc.org/growth/housing/](http://psrc.org/growth/housing/). For more information and assistance on airport compatibility issues, please contact Michelle Whitfield at 206-971-3275 or [mwhitfield@psrc.org](mailto:mwhitfield@psrc.org), or see [psrc.org/transportation/airtrans/](http://psrc.org/transportation/airtrans/). If you have questions or need additional information regarding the review of local plans or the certification process, please contact me at 206-464-6179 or [ystevens-wajda@psrc.org](mailto:ystevens-wajda@psrc.org).

Sincerely,



Yorik Stevens-Wajda  
Associate Planner  
Growth Management Planning

cc: Review Team, Growth Management Services, Department of Commerce

**From:** [Fritzel, Anne \(COM\)](#)  
**To:** [Sehmel, Lindsey](#)  
**Cc:** [Johnson, Paul \(COM\)](#); [Andersen, Dave \(COM\)](#); [Nwankwo, Ike \(COM\)](#); [Fritzel, Anne \(COM\)](#)  
**Subject:** Gig Harbor's Comp Plan update and Grant closeout.  
**Date:** Monday, June 01, 2015 5:06:28 PM

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Hi Lindsey,

Thank you for the call today about Gig Harbor's update.

We understand that you are running behind in this process and plan to pass a resolution before the end of June documenting your progress and setting out a schedule to complete your plan, and revisions to any regulations that require updating.

We are not able to provide substantive comments at this time, however, have reviewed the comments from PSRC and support their comments. I think the largest concern we have is that this "20-year plan" only goes from 2015 to 2030. Many jurisdictions in King and Pierce County are struggling with shorter term population allocations from the county and a requirement to develop a 20-year plan from the state. We understand that you plan to address this, even as soon as your next biannual amendments, to have a true 20-year plan. We discussed looking into the future and thinking about what Gig Harbor will look like in 20 years, and what the limits might be to Gig Harbor growing into its vision. This seems especially important in Gig Harbor where the bulk of your 2030 housing target has already been pipelined. Please keep us informed of your progress.

As for your grant, we have received all deliverables except for the final closeout report. We look forward to receiving that in the next few weeks.

Thanks  
Anne

**Anne Aurelia Fritzel, AICP**  
*Growth Management Services*

Local Government Division, Washington State Department of Commerce  
1011 Plum Street SE, Olympia, WA 98504-2525  
Phone: 360.725.3064 Regular Hours: Monday through Thursday 9:30 - 4:00

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June 1, 2015

Lindsey Sehmel, Senior Planner  
City of Gig Harbor  
Community Development Department  
Planning Division  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Ms. Sehmel:

Thank you for the opportunity to comment on the determination of nonsignificance for the 2015 Major Comprehensive Plan Update Project (PL-COMP-14-0001 & PL-SEPA-14-0001) located city-wide. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

**TOXICS CLEANUP/TACOMA SMELTER PLUME: Eva Barber (360) 407-7094**

Ecology recognizes this is a non-project action.

The City of Gig Harbor is located in an area that may have been contaminated with heavy metals due to the air emissions originating from the old Asarco smelter in north Tacoma (visit Ecology's Tacoma Smelter Plume map search tool: <https://fortress.wa.gov/ecy/smeltersearch/>).

Soil contamination from the former Asarco smelter poses a risk to human health and the environment. Children are at especially high risk from direct exposure to contaminated soil. Construction workers, landscapers, and others who work in the soils are also at risk.

The link below provides a fact sheet that explains more how the arsenic and lead clean-up levels were set and why Ecology sees that they are protective for human health:  
[http://www.ecy.wa.gov/programs/tcp/sites\\_brochure/tacoma\\_smelter/2011/ts-hp.htm](http://www.ecy.wa.gov/programs/tcp/sites_brochure/tacoma_smelter/2011/ts-hp.htm).

Ecology recommends that the City of Gig Harbor consider adopting future policies related the Tacoma Smelter Plume.

Ecology also recommends that the City of Gig Harbor do the following actions for public works projects that involve the movement of soil:

- Sample the soil and analyze for arsenic and lead. Please contact Eva Barber with the Southwest Regional Office (SWRO), Toxics Cleanup Program at phone number given above or via email at [eva.barber@ecy.wa.gov](mailto:eva.barber@ecy.wa.gov) for guidance about soil sampling within Tacoma Smelter Plume. The soil sampling results should be sent to Ecology for review.
- If lead or arsenic are found at concentrations above the Model Toxics Control Act (MTCA) cleanup levels (Chapter 173-340 WAC); City of Gig Harbor staff, construction workers, landscapers, and others should be notified of their occurrence. The City of Gig Harbor should contact the Environmental Report Tracking System Coordinator in the SWRO at (360) 407-6300. The MTCA cleanup level for arsenic is 20 parts per million (ppm) and lead is 250 ppm.
- If lead, arsenic and/or other contaminants are found at concentrations above MTCA cleanup levels, the City of Gig Harbor should:
  - 1) Enter into the Voluntary Cleanup Program with - Ecology prior to issuance of any site development permits for this proposal and/or the initiation of any grading, filling, or clearing activities. For more information on the Voluntary Cleanup Program, visit Ecology website at: <http://www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm>.
  - 2) Obtain an opinion letter from Ecology stating that the proposed soil remediation will likely result in no further action under - MTCA prior to the issuance of any site development permit and/or the initiation of any grading, filling, or clearing activities. The issued site development permit plans should be consistent with the plans reviewed and deemed consistent with MTCA by Ecology.
  - 3) Prior to finalizing site development permits, the City of Gig Harbor should obtain a “No Further Action” determination from Ecology indicating that the remediation plans were successfully implemented under MTCA.

If Ecology determines this project should not be part of the Voluntary Cleanup Program, Ecology will contact the City of Gig Harbor and discuss possible options.

- If soils are found to be contaminated with arsenic, lead, or other contaminants, extra precautions should be taken to avoid escaping dust, soil erosion, and water pollution during grading and site construction. Site design should include protective measures to isolate or remove contaminated soils from public spaces. Contaminated soils generated during site construction should be managed and disposed of in accordance with state and local regulations, including the Solid Waste Handling Standards

regulation (Chapter 173-350 WAC). For information about soil disposal contact the local health department in the jurisdiction where soils will be placed.

For assistance and information about Tacoma Smelter Plume and soils contamination, contact Eva Barber at the phone number given above or via email at [eva.barber@ecy.wa.gov](mailto:eva.barber@ecy.wa.gov).

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology  
Southwest Regional Office

(SM:15-1525)

cc: Eva Barber, TCP