

City Council Meeting

**March 14, 2016
5:30 p.m.**



**AMENDED AGENDA
GIG HARBOR CITY COUNCIL
March 14, 2016 – Council Chambers**

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Feb. 22, 2016.
2. Liquor License Action: a) Renewals: Costco, Eagles, GH Chevron, GH 76, Il Lucano, and Tides Tavern; b) Application: Windy Payne Beer – Wine Specialty Shop; c) Added privilege – Harbor Greens; d) Added privilege – Moctezumas; e) Renewals: Harbor History Museum, Morso, St. Anthony Hospital, Gig Harbor Yacht Club, The Green Turtle, Waterfront Farmers Market, Panda Garden, Happy at the Bay Teriyaki, Harbor Greens, Maritime Inn, Gig Harbor Farmers Market at Uptown.
3. Receive and File: a) GH Fire & Medic One 2015 Annual Fire Inspection Report; b) Boards & Commissions Candidate Review Minutes of Feb 23, 2016; c) Planning Commission Minutes Feb. 18, 2016; d) Gig Harbor Arts Commission Minutes March 8, 2016.
4. Resolution No. 1028 – Surplus Equipment I.T.
5. Appointments to Parks Commission, Arts Commission, and Salary Commission.
6. Federal Communications Commission License Agreement.
7. Cushman Trail Phase 5 Planning Study Contract / Exeltech Consultants, Inc.
8. Bujacich Lift Station Phase 1 Environmental Assessment Contract.
9. Welcome Plaza and Lift Station 4B Replacement Project – Amend. No. 1 for Final Design, Permitting, and Preparation of Final Technical Bid Documents.
10. Resolution No. 1029 - Final Plat/PRD – McCormick Creek.
11. McCormick Creek Dedication of Right of Way and Gig Harbor Little League Phase I PRD.
12. Briar Hollow Stormwater Facility Phase I Environmental Site Assessment.
13. Approval of Payment of 2015 Budget Bills Mar 14, 2016: Checks #80634 through #80646 in the amount of \$63,710.98.
14. Approval of Payment of 2016 Budget Bills Mar 14, 2016: Checks #80627 through #80633 and #80647 through #80809 in the amount of \$1,280,627.45.
15. Approval of Payroll for the month of February 2016: Checks #7643 through #7651 and direct deposits in the amount of \$385,314.37.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Eagle Scout Project Proposal – Jared Van Komen.
2. Public Hearing and First Reading of Ordinance – Update to Harbor Code 8.24.
3. First Reading and Adoption of Ordinance No. 1332 – School Impact Fee Code Amendment.
4. Grandview Forest Park Restoration Project – Small Public Works Contract.
5. First Reading and Adoption of Ordinance No. 1333 - McCormick Creek PRD.
6. Zoo Trek Authority Board Ballot.

CITY ADMINISTRATOR / STAFF REPORT:

1. Staff Appointment to State Public Works Board.
2. Lift Station 4B/Welcome Plaza – 90% Design Review – Jeff Langhelm.
3. Boat Show Follow Up.
4. Open Position on the AWC Board of Directors – Molly Towslee.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning/Building Committee: Tue. March 15th at 3:45 p.m.
2. Finance and Safety Committee: Mon March 21st at 4:00 p.m.
3. Boards and Candidate Review: Tue. Mar 22nd at 4:00 p.m.
4. Public Works Committee: Mon. Apr. 11th at 4:00 p.m.

EXECUTIVE SESSION: For approximately 25 minutes; the purpose of discussing labor negotiations per RCW 42.30.140(4)

ADJOURN:

Americans with Disabilities (ADA) accommodations provided upon request. Those requiring special accommodations please contact the City Clerk at (253) 853-7613 at least 24 hours prior to the meeting.














MINUTES
GIG HARBOR CITY COUNCIL
February 22, 2016 – Council Chambers

CALL TO ORDER / ROLL CALL:

Mayor Guernsey and Councilmembers Malich, Arbenz, Ekberg, Perrow, Lovrovich, Payne and Kadzik.

PLEDGE OF ALLEGIANCE: Presentation of Colors: Cub Scout Pack 27

CONSENT AGENDA:


1. Approval of City Council Minutes Feb. 8, 2016.  [↩](#)
2. Liquor License Action: a) Application – Dickey’s BBQ.  [↩](#); b) Added Privilege: Safeway.  [↩](#)
3. Receive and File: a) Planning Commission Minutes: January 7th  [↩](#) and 21st, 2016;  [↩](#)
b) Public Works Committee Minutes Jan. 11, 2016;  [↩](#) c) Downtown Waterfront Alliance Yearly Report;  [↩](#) d) Parks Commission Minutes Jan. 6, 2016;  [↩](#) e) AWC Board of Directors Recruitment.  [↩](#)
4. Proclamation - Law Day.  [↩](#)
5. Second Reading of Ordinance No. 1030 - Jerisich Dock Code Amendments.  [↩](#)
6. Pioneer Way Sewer Replacement Project – Close-out Change Order.  [↩](#)
7. Woodworth Tank Demolition – Small Works Contract Award.  [↩](#)
8. Approval of Payment of 2016 Bills Feb. 22, 2016: Checks #80501 through #80614 in the amount of \$373,895.31.
9. Approval of Payment of 2015 Bills Feb. 22, 2016: Checks #80615 through #80626 in the amount of \$70,061.98.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Malich - unanimously approved.

PRESENTATIONS:

1. [Law Day Proclamation](#). Mayor Guernsey invited Court Administrator Stacy Colberg to come forward to say a few words about Law Day and to accept the signed proclamation.
2. [Open Government Presentation](#). Ron Williams explained that this presentation is a follow up from the direction given at the Council Retreat. Assistant City Clerk Shawna Wise gave a presentation on the city’s efforts to use different social media and web-based portals as a means to share more information with the public.



OLD BUSINESS:

1. [Second Reading of Ordinance No. 1331 – Cross Connection Control and Backflow Prevention](#).  [↩](#) Public Works Director Jeff Langhelm presented the second reading of this ordinance regarding new cross connection and backflow prevention requirements. He addressed questions.



MOTION: Move to adopt Ordinance No. 1331 implementing new cross connection and backflow prevention requirements under Chapter 13.06 of the Gig Harbor Municipal Code.

Kadzik / Lovrovich – six voted yes. Councilmember Malich voted no.



NEW BUSINESS:

1. [Resolution No.1027 - Moorage Rates at Jerisich Dock.](#)   Public Works Director Jeff Langhelm explained that the project to provide power and water utilities to boaters is underway. The intent is to recover costs of the installation and to pay for ongoing operation and maintenance of the dock through moorage fees. This resolution establishes the rate and timing for implementation of the fees. He answered questions.

MOTION: Move to adopt Resolution No. 1027 establishing moorage fees at Jerisich Dock.
Ekberg / Payne - unanimously approved.

2. [Chamber of Commerce Lease Agreement Renewal.](#)   City Administrator Ron Williams provided the background for the renewal of the lease of the Bogue Building to the Chamber of Commerce and answered questions.

MOTION: Move to approve and authorize the Mayor to execute a Lease and Agreement of Services with the Chamber of Commerce.
Payne / Perrow - unanimously approved

3. [2016 Pierce Transit Trolley Service Agreement.](#)   City Administrator Ron Williams presented the 2016 Cost Sharing Agreement with Pierce Transit for the trolley program. He explained that this is the fourth year this partnership has been in place.

MOTION: Move to approve and authorize the Mayor to execute the 2016 Cost Sharing Agreement with Pierce Transit.
Malich / Arbenz - unanimously approved

CITY ADMINISTRATOR / STAFF REPORT:

[Ron Williams, City Administrator](#), presented a brief legislative update. He then recognized City Engineer Steven Misiurak for his relationship with WSDOT. Recently, this positive relationship resulted in a quick response and repairs to the signal timing at Pioneer / Highway 16.

PUBLIC COMMENT: No one came forward to speak.

MAYOR'S REPORT / COUNCIL COMMENTS:

[Councilmember](#) Lovrovich reported on the successful Sip and Stroll event. Mayor Guernsey added that the Pierce Transit Trolley ran that day which was an added benefit.

[Councilmember](#) Malich asked about the new curb installation on Stinson. Director Langhelm responded that it's predefined by classification in the Public Works Standards.

[Councilmember](#) Perrow talked about how he was encouraged that the Planning Department is now using Constant Contact to help with notifications.

[Councilmember Kadzik](#) and Mayor Guernsey thanked the Cub Scouts for leading us in the Pledge of Allegiance.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Boards and Candidate Review Committee: Tue. Feb. 23rd at 4:00 p.m.
2. Planning / Building Committee: Mon. Mar 7th at 5:30 p.m.
3. Public Works Committee: Mon. Mar. 14th at 4:00 p.m.

EXECUTIVE SESSION:

Council adjourned to Executive Session at 6:17 p.m. for approximately fifteen minutes for the purpose of discussing potential litigation per RCW 42.30.110(i).

ADJOURN to Workstudy Session: Council returned to regular session at 6:33 p.m. and adjourned to the workstudy session on Real Estate Excise Tax (REET) Funds.

Mayor Jill Guernsey

Molly Towslee, City Clerk

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 02/06/2016

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20160531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. COSTCO WHOLESALE CORPORATION	COSTCO WHOLESALE #624 10990 HARBOR HILL DR GIG HARBOR WA 98331 8945	402117	GROCERY STORE - BEER/WINE
2. FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE
3. MI CHA KIM, INC.	GIG HARBOR CHEVRON 5006 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	072786	GROCERY STORE - BEER/WINE
4. GIG HARBOR GAS & FOOD MART, IN	GIG HARBOR 76 5515 38TH AVE NW GIG HARBOR WA 98335 0000	081604	GROCERY STORE - BEER/WINE
5. OPPIDO LUCANO, LLC	IL LUCANO 3119 JUDSON ST GIG HARBOR WA 98335 1221	085087	SPIRITS/BR/WN REST SERVICE BAR
6. DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 1910	356387	SPIRITS/BR/WN REST LOUNGE -

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: http://lcb.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov
DATE: 2/19/16

UBI: 601-991-458-002-0001

License: 422163 - 1U County: 27
Tradename: WINDY MICHELLE PAYNE
Address: 3104 HARBORVIEW DR
GIG HARBOR WA 98335-2124

APPLICANTS:
PAYNE, WINDY MICHELLE
1970-12-01
PAYNE, MICHAEL BRIAN
(Spouse) 1963-01-30

Phone No.: 253-858-0272 WINDY PAYNE

Privileges Applied For:
BEER/WINE SPECIALTY SHOP

As required by RCW 66.24.010(8), the Liquor and Cannabis 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 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

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: http://lcb.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK

RETURN TO: localauthority@sp.lcb.wa.gov
DATE: 3/03/16

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 602-622-580-001-0001

License: 400986 - 1U County: 27

Tradename: HARBOR GREENS

Address: 5225 OLYMPIC DR NW
GIG HARBOR WA 98335-1763

Phone No.: 253-576-1296

APPLICANTS:

HARBOR GREENS, LLC

ROY, CHAD MICHAEL
1976-05-25

ROY, EMILY ANN
(Spouse) 1978-10-05

TEODORO, ERICA MICHELLE
(Spouse) 1979-03-04

TEODORO, SCOTT RICHARD
1978-07-20

Privileges Upon Approval:

- DIRECT SHIPMENT RECEIVER-IN WA ONLY
- GROCERY STORE - BEER/WINE
- SPIRITS RETAILER
- BEER/CIDER GROCERY GROWLERS

As required by RCW 66.24.010(8), the Liquor and Cannabis 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 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"/> |
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DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: http://lcb.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK

RETURN TO: localauthority@sp.lcb.wa.gov
DATE: 3/03/16

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 601-426-874-001-0002

APPLICANTS:

License: 076858 - 1U County: 27

Tradename: MOCTEZUMA'S

MOCTEZUMAS GIG HARBOR, INC.

Address: 4628 POINT FOSDICK DR NW
GIG HARBOR WA 98335-1707

ARIAS, MARIBEL
1981-08-28
GARCIA, ARTURO ARECO
1953-10-09
GARCIA, BERNARDO
1983-02-01
GARCIA, MARIA MAGDALENA
1955-04-05

Phone No.: 253-851-8464

Privileges Upon Approval:
SPIRITS/BR/WN REST LOUNGE +
CATERING

As required by RCW 66.24.010(8), the Liquor and Cannabis 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 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

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 03/06/2016

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20160630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. GIG HARBOR PENINSULA HISTORICA	HARBOR HISTORY MUSEUM 4121 HARBOR VIEW DRIVE GIG HARBOR WA 98332 0000	418898	NON-PROFIT ARTS ORGANIZATION
2. S SQUARED, LLC	MORSO 9014 PEACOCK HILL AVE GIG HARBOR WA 98332 1029	405678	TAVERN - BEER/WINE OFF PREMISES
3. ST ANTHONY HOSPITAL/ THOMAS CUISINE MANACEMENT/ FOOD AND NUTRITION SERVICES	ST ANTHONY HOSPITAL 11567 CANTERWOOD BLVD GIG HARBOR WA 98332 5812	404350	SERVE EMPLOYEES & GUESTS
4. THE GIG HARBOR YACHT CLUB	GIG HARBOR YACHT CLUB 8209 STINSON AVE GIG HARBOR WA 98335 0000	077100	PRIVATE CLUB - SPIRITS/BEER/WINE
5. THE GREEN TURTLE LLC	THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000	078190	SPIRITS/BR/WN REST SERVICE BAR
6. WATERFRONT FARMERS MARKET	WATERFRONT FARMERS MARKET 3211 HARBORVIEW DRIVE GIG HARBOR WA 98335 0000	419568	FARMERS MARKET FOR BEER/WINE
7. PANDA GARDEN, INC.	PANDA GARDEN 5500 OLYMPIC DR I-104 GIG HARBOR WA 98335 1487	076567	BEER/WINE REST - BEER/WINE
8. JKM INC.	HAPPY AT THE BAY TERIYAKI 4910 POINT FOSDICK DR NW STE B GIG HARBOR WA 98335 1713	083301	BEER/WINE REST - BEER/WINE

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 03/06/2016

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20160630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
9 . HARBOR GREENS, LLC	HARBOR GREENS 5225 OLYMPIC DR NW GIG HARBOR WA 98335 1763	400986	GROCERY STORE - BEER/WINE SPIRITS RETAILER
10 . MARITIME INN CORPORATION	MARITIME INN 3212 HARBORVIEW DR GIG HARBOR WA 98335 2125	403597	MOTEL
11 . GIG HARBOR FARMERS MARKET AT U	GIG HARBOR FARMERS MARKET AT UPTOWN SHOP CNTR 4701 PT FOSDICK DR GIG HARBOR WA 98335 2319	407877	FARMERS MARKET FOR BEER/WINE



Gig Harbor Fire & Medic One

February 9, 2016

Mr. Paul Rice
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: 2015 Annual Fire Inspection Report

Dear Mr. Rice:

This report is in accordance with the Interlocal Agreement for Fire Inspection Services between the City of Gig Harbor and Pierce County Fire District #5, dated 2/09/2016.

Section 3.A Pierce County Fire District #5 has five employees that are currently certified to Complete IFC Fire Code Inspections. The District has engaged 2 of these employees to to complete annual fire inspections. The names and titles of these inspectors are as follows, with an asterisk after the name to indicate those engaged:

Division Chief Eric Waters*
Fire Prevention Specialist Nanette Tatom
Lieutenant Mark Metsker
Firefighter Paul Hayes
Firefighter Paul Youngman*

Section 3.B There were 1,020 Inspections initiated in 2015.

Section 3.C There were 685 Re-Inspections conducted in 2015. Some Re-Inspections were conducted in occupancies where initial inspections were conducted in 2014.

Section 3.D There were no (0) Emergency Correction Notices issued for the reporting period.

Section 3.E There were 953 Occupancies in Compliance for 2015

Attached is a recap report for inspections completed from January 2015 through December 2015.

Professionally Yours,

Eric D. Waters
Prevention Division Chief
Gig Harbor Fire & Medic One.

Annual Inspection Totals

2015 / Month	# Inspections Initiated	# Re-Inspections Completed	Combined Total Inspections & Re-Inspections
January	114	41	155
February	89	32	121
March	232	45	277
April	56	95	151
May	14	46	60
June	130	30	160
July	79	88	167
August	73	42	115
September	74	90	164
October	38	59	97
November	75	59	134
December	46	58	104
	1020	685	1705

Minutes Board and Commissions Candidate Review

February 23, 2016- 4:00 p.m. Exec. Conference Room

Call to Order:

Councilmember Lovrovich called the meeting to order at 4:10pm.

Mayor Guernsey, Councilmember Kadzik, Councilmember Lovrovich and Shawna Wise were in attendance.

New Business:

1. Arts Commission – There were two positions open and one applicant.

Charlee Glock-Jackson submitted her application with the request to be reappointed. Charlee shared her experience as Chair on the Arts Commission and explained she tries hard to include several art disciplines on the committee, including a composer, musician, writer, actress, and film maker. Mayor Guernsey suggested she reach out to the Chamber and other local organizations to try to grow the workshops sponsored by the Arts Commission.

Motion: Councilmember Kadzik moved to reappointment Charlee Glock-Jackson, Councilmember Lovrovich seconded. Mayor Guernsey agreed and she will recommend the appointment to Council.

2. Salary Commission – There were two positions open and two applicants.

Tony Michaelson submitted his application with the request to be reappointed. The Boards and Commissions invited new applicant Ronald Lyse into the interview so he could also hear what Tony Michaelson was sharing about his experiences on the Salary Commission. Mr. Lyse then shared background information about himself and his willingness to serve on the Commission.

Motion: Councilmember Kadzik moved to reappointment Tony Michaelson and appoint Ronald Lyse, Councilmember Lovrovich seconded. Mayor Guernsey agreed and she will recommend the appointments to Council.

3. Parks Commission – There were two positions open and one applicant.

Gregg Vermillion submitted his application with the request to be appointed. Gregg was out of town for business at the time of the committee meeting but received recommendations from the current Parks Commission to be re-appointed.

Motion: Councilmember Kadzik moved to recommend to Council the reappointment Gregg Vermillion, Councilmember Lovrovich seconded.

Adjourn



Adopted Minutes (3/3/16)
City of Gig Harbor Planning Commission
Public Hearing
Gig Harbor Civic Center – City Council Chambers
February 18, 2016

6:00 p.m. - Call to order, roll call

Present: Pamela Peterson, Craig Baldwin, Rick Gagliano, Reid Ekberg, Spencer Hutchins, Meridith Hatch

Staff: Jennifer Kester, Leah Johnson, Lindsey Sehmel

Approval of Minutes: February 4, 2016 Hutchins/Baldwin Motion carried

Public Hearing- Council Chambers

Chairman Ekberg handed meeting over to Planner Lindsey Sehmel who led a presentation on small residential dwellings.

Small Residential Dwellings

The Planning Commission is considering code amendments regarding the allowance of "Small Residential Dwellings" in the R-1, R-2, RB-1 and RB-2 zones. This work stems from the direction provided to establish a 'Cottage Housing' ordinance under the 2015 Planning Commission work program. A staff report has been provided for your reference.

Chair Ekberg opened the hearing to public comment.

Public Comment:

Melissa Moller- 9725 Sunrise Beach Drive: Works and lives in Gig Harbor, believes cottage housing is long overdue and is glad to see Planning Commission take this on. Would rather see these type of houses versus apartments-In favor of the Amendment.

Jeni Woock- 3412 Lewis St.: Concern for increased density occurring in the city and how the city would support and protect small town character, traffic, schools, and allover impact to our City. Not in favor of amendment.

David Fisher- 7766 Beardsley Avenue: Participated in a recommendation for Cottage Housing ordinance in 2009. Concerned about land use requirements. Expressed concern that the

recommendation leaves door open for abuse by developers and uncaring people, he also expressed concern for the floor area ratio. - Not in favor of current Amendment.

[Jackie Olivier](#)- 3316 Harborview Drive: Expressed concern for cluster housing, parking, aesthetics, growth, air quality, traffic and the use of zoning. Not in favor of amendment.

[Mary Jackson](#)- 8212 Dorotich Street: Supports other Fisher, Woock and Olivier opinions. Not in favor of amendment

[Wade Perrow](#)- 9119 North Harborview Drive: Appreciates effort of planning commission and staff's effort on Cottage Housing ordinance. Believes more variety for developers in creating housing is good. Appreciates the sense of community cottage housing allows. In favor of the amendment

[Allen Benson](#)- 85 Raft Island Drive: Concerned with rapid growth, schools, traffic, home values. Not in favor of amendment

[Janet Lee](#)- 3403 Ross Avenue: Appreciates cottage housing but is concerned with infrastructure to support it. Not in favor of amendment

[David Mumper](#)- 3002 79th Avenue Court NW: Unsure of his stance on cottage housing. Concerned that citizen concerns are glossed over on city development plans. Would like Planning Commission to utilize the Gateway paper more. Neither in favor or against amendment.

Chair Ekberg closed public comment period

[Response to specific questions](#)- Lindsey Sehmel answered Jackie Olivier's question on designated open or micro lots with covered parking.

Commissioner Spencer Hutchins noted that very few citizens attend the open and public planning commission meetings and encouraged everyone at the hearing to attend these meetings so as to increase their understanding and awareness of all Planning Commission business.

Adjournment- 6:47 Ekberg/Hatch Motion Carried



MINUTES
GIG HARBOR ARTS COMMISSION
Tuesday, March 8, 2016 – 10:00 a.m.
Executive Conference Room

CALL TO ORDER / ROLL CALL:

Vice Chair Hill called the meeting to order at 10:05 a.m.

Present: Vice-Chair Leonard Hill and Commissioners Birrell, and Bossenbroek, Chair Glock-Jackson attended via speaker phone. Absent: Commissioners Mary Manning and Julianna Verboort.

Staff: Jeff Langhelm, Public Works Director, and Molly Towslee, City Clerk.

APPROVAL OF MINUTES: Approval of January 12, 2016 GHAC Minutes.  

Ms. Birrell asked that her daughter's name be corrected from Eleanor to Ellen.

MOTION: Move to approve the minutes of January 12, 2016 as amended to correct the spelling of Ellen Rafferty.
Birrell / Jackson - unanimously approved.

OLD BUSINESS:

1. **Update on Placement of Public Art & Potential Public Art Sites**  

Public Works Director Jeff Langhelm passed out maps with arrows to help illustrate where possible public art could be located at the following public works projects.

- [Harbor Hill Drive Extension](#) Roadway Project
- [North Harborview Drive Sidewalk: Donkey Creek to Moctezuma's](#)
- [Ancich Upland Waterfront Park](#)
- [Welcome Plaza and Lift Station 4B at Jerisich Dock / Skansie Park](#)
- [Kimball Drive / Hunt Street Overlay – Cushman Trail](#)
- [50th Street Culvert at KLM Park](#)



Mr. Langhelm answered questions on each of the projects as Commissioners offered up possible art. He prioritized the projects by completion timelines as follows: 1) Welcome Plaza/LS4; 2) Harborview Drive Sidewalk Project; 3) Kimball / Hunt Overlay; 4) 50th Street Culvert; 5) Harbor Hill Drive Extension; and 6) Ancich Waterfront Park. He will follow up by providing the latest design for the Welcome Plaza / LS4 project at Jerisich and Skansie Parks so that the Arts Commission can submit ideas to be included in the design process. Since no budget for art has been identified for any of these projects, it was decided to come up with ideas that can be proposed and funded.

Laura Birrell and Leonard Hill both suggested that the most urgent need for artistic input may be the electrical box housing all the new infrastructure for the improvements. A special meeting will be called to gather ideas that can be submitted in a timely manner.





2. **Project Management Checklist.**   Molly suggested that since no

amendments or changes have been suggested that this be adopted as submitted by Commissioner Verboort.

MOTION: Move to adopt this project management form for use on future projects.
Birrell / Bossenbroek – unanimously approved.

3. [Maritime Pier Project – Update](#).   Chair Glock Jackson described the photos submitted by Matthew Dockrey. Molly said the voucher for the first two progress payments is in process.

4. [Adding a Culture Element to City's Comprehensive Plan - Update](#). Chair Glock Jackson said Council approved the text amendment and the GHAC Work Plan to write the stand alone arts element. She will continue with the same Ad Hoc Committee and Lindsey Sehmel to finalize the future update.

5. [Historic Plaques for Stone Pillars at History Museum / Donkey Creek](#).     Chair Glock Jackson reported explained that Lita Dawn Stanton wrote the original stories which were edited by Linda Pitcher. Because the plaques will be limited to 50 words the whole story won't fit. A suggestion was made to use brochures and QR codes for people to scan and read "the rest of the story." The committee is working in conjunction with Harbor Wildwatch on educational signage; they will need to go out for bids to present for approval.

Commissioner Bossenbroek asked about the concrete pilings with the idea to incorporate this design into the new sidewalk railing along Harborview Drive.

6. [Inventory and Digitizing of Public Art – Update](#). Vice-Chair Hill reported that he and Commissioner Bossenbroek will be reviewing the existing list for missing items, and going out to photograph public art when the weather improves. There will be an effort to unify the information gathered for each piece. Eventually they would like to develop a webpage with information on all the public art.

7. [STEAM - Adding "Arts" to the Science-Technology-Engineering-Math curriculum](#). Commissioner Birrell reported on her efforts to gather information and examples of lesson plans from places that have added Arts to the STEM curriculum. She asked what step could be taken next. Vice-Chair Hill suggested contacting the two people who are running for Superintendent of Public Education with this concept. He will supply her with contact information for both Larry Seaquist and Erin Jones.

8. [Upcoming Workshops](#):



- a. Using Video as a Marketing Tool – March 8th. Vice-Chair Hill said this he is giving the presentation tonight.
- b. How to Respond to a Request for Proposals (placeholder for future consideration).

NEW BUSINESS:

1. [Recognizing May as Historic Preservation Month.](#) Chair Glock Jackson said she is trying to find ways to keep art a part of the “fabric” of Gig Harbor; perhaps by sponsoring a poster contest or something.

Commissioners referred to the all the information shared by Mr. Langhelm. It was agreed that this may be something to keep in mind to work to promote next year. A suggestion was made to develop a “pot of ideas” for art appreciation and projects that could be shared with the schools. Perhaps a new agenda item each meeting titled “Ways to Incorporate Art in the Community” could be added.

2. [Periodic Artists Mingle Event.](#) Chair Glock-Jackson reported that she also approached Jeff Richards from Paradise Theater about hosting an event of this type. He is very much in favor, but is busy getting the theater up and open at its new location.

3. [Temporary Public Art Programs](#) – How are other jurisdictions handling them? 
 Chair Glock Jackson reported said she came across this information on how Everett handles temporary public art by offering a stipend and insurance coverage. This is for reference only.

PUBLIC COMMENT: None.

STAFF REPORT: None.

COMMISSIONER’S COMMENTS / REPORTS:

[Vice-chair Hill](#) commented on the “Lessons Learned” item by his friend Paul Spreirigen on managing design competitions.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Special Meeting to Discuss Welcome Plaza / LS-4 TBD
2. Gig Harbor Art Commission – Tuesday, May 10th at 10:00 a.m.

ADJOURN: There were no further comments and the meeting adjourned at noon.

Respectfully submitted:

Molly Towslee, City Clerk



**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.1028
Surplusing the city-owned equipment.**

**For Agenda of: March 14, 2016
Exhibits: Resolution 1028**

Initial & Date

Concurred by Mayor: JB 3-1-16
Approved by City Administrator: Ron W 3/1/16
Approved as to form by City Atty: N/A
Approved by Finance Director: JD 2/24
Approved by Department Head: _____

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. 1028 surplusing this city-owned equipment.

RESOLUTION NO. 1028

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 #	Assesst #.
Dell Optiplex 745	1	FP8SBD1	1403
Miscellaneous Items: Plantronics Headset Dell Docking Station Dead UPS Dead Keyboards Sony Digital Mavica Sony Digital Mavica	1 1 4 5 1 1	17229 12004 n/a n/a n/a mvc-fd73 36796 mvc-fd75 1566247	No asset # 00781 No asset #
Monitors Dell e193fp FP Dell 1900fp Dell 1702fp Dell 2407wfp Dell e172fpb Dell e176fpc Dell sp2008wfpt	1 1 1 1 1 1	Cn-0g6566-47804-485-LB5z Kr-09j367-47602-29c-ahf8 mx-08g152-47605-21g-ahra mx-0gm504-74262-826-3555 mw-0m1609-46634-47g-1w8t cn-0mco40-64180-63k-47zl cn-owk522-71618-7aq-byyc	No asset # 00288 00948 No asset # No asset # 01338 No asset #

PASSED ON THIS 14th day of March, 2016

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 1028



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

Subject: Appointments to Boards & Commissions

Proposed Council Action:

Move to accept these appointments for the Boards and Commissions.

Dept. Origin: Administration

Prepared by: Shawna Wise *SW*

For Agenda of: March 14, 2016

Initial & Date

Concurred by Mayor:

Jo 3-1-16

Approved by City Administrator:

Ron W 3/1/16

Approved as to form by City Atty:

N/A

Approved by Finance Director:

[Signature] 3/1

Approved by Department Head:

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

Mayor Guernsey would like to recommend:

- Re-appointments of Brett Marlo DeSantis and Jeff Stroud to Building Code Advisory Board
- Re-appointment of Charlee Glock-Jackson to Arts Commission
- Re-appointment of Tony Michaelson and appointment of Ronald Lyse to Salary Commission

The Boards & Commissions Candidate Review Committee would like to recommend:

- Re-appointment of Gregg Vermillion to Parks Commission

FISCAL CONSIDERATION

None.

RECOMMENDATION / MOTION

Move to: Accept these appointments for the Boards and Commissions.



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

Subject: Agreement – FCC License Agreement.

Proposed Council Action: Authorize the Mayor to sign an FCC license notification and agreement with Sensus Spectrum, LLC.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

ADZ

For Agenda of: March 14, 2016

Exhibits: Agreement

Initial &
Date

Concurred by Mayor:

JG 3-2-16

Approved by City Administrator:

RW 3/2/16

Approved as to form by City Atty:

via email 3/2/16

Approved by Finance Director:

ADZ 3/2/16

Approved by Department Head:

ADZ 3/2/16

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

The City's Water Department owns and operates a meter reading device that uses radio communications to receive data. This meter reading device requires an Federal Communications Commission (FCC) license for its operation.

The meter reading device manufacturer requires the City to sign an FCC notification and lease agreement for its continued use. The attached agreement would be filled out by staff with input from councilmembers and the Mayor.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

This topic has not been presented to a board or committee.

RECOMMENDATION/MOTION

Authorize the Mayor to sign an FCC license notification and agreement with Sensus Spectrum, LLC.

**FCC Notification for Spectrum Manager Lease
Ownership Disclosure Information
and
Spectrum Lease Agreement
(“Agreement”)**

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer, coupled with Ownership Disclosure Information required for the FCC lease and Part (2) is a Spectrum Lease Agreement between Sensus as Lessor and Customer as Lessee. Together, these two parts create the Agreement.

The number of pages in this Agreement is indicated below, and Customer represents that it has received, reviewed, and completed the entire Agreement. By their signatures below, the parties agree to the terms and conditions set forth in this Agreement. The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year written below.

Sensus USA Inc. & Sensus Spectrum, LLC (together, “Sensus”)	Customer: City of Gig Harbor (WA)
Sensus USA Inc. Signature: _____ Name: <u>Colin Flannery</u> Title: <u>Vice President</u> Date: _____	Signature: _____ Name: _____ Title: _____ Date: _____
Sensus Spectrum, LLC Signature: _____ Name: <u>Colin Flannery</u> Title: <u>Vice President</u> Date: _____	Customer contact person for FCC filings: Name: _____ Phone: _____ Email: _____ Customer FRN: _____ Customer Tax ID: _____

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

Customer / Lessee Information

1	Customer/Lessee Name:		
	Attention To:		Name of Real Party in Interest:
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:		Email:

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2	Company Name:		
	Attention To:		
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:		Email:

3	Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium <input type="checkbox"/> Other _____
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4	FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.
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5	Customer Tax ID:
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6	Individual Contact For FCC Matters	
	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
	Name	
	Title:	
Email:		Phone:

Ownership Disclosure Information

7	Customer/Lessee to list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
		US Citizen?	Ownership Disclosure?
	Mayor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8	Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)	
1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

9	Basic Qualification Information	
	1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

10	Customer/Lessee Certification Statements	
	1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input type="checkbox"/> Yes
	2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input type="checkbox"/> Yes
	3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input type="checkbox"/> Yes
	4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input type="checkbox"/> Yes

5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name:	MI:	Last Name:	Suffix:
Title:		Customer Name:	
Signature:			Date:
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: SPECTRUM LEASE AGREEMENT

Background

- A. Customer has bought or will buy or use FlexNet equipment manufactured by Sensus;
- B. Sensus is leasing spectrum to Customer to operate the FlexNet equipment;
- C. The spectrum that Sensus is leasing is authorized by Sensus' FCC License(s); and
- D. Sensus is leasing spectrum to Customer in the area where FlexNet equipment will be operated (the "Service Area").

Agreement

- A. **Spectrum Lease.** Sensus hereby grants to Customer and Customer accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within Customer's Service Area. (The frequencies of the FCC License within Customer's geographic Service Area are called the "Leased Spectrum"). For use of the spectrum, Sensus shall partition \$1 from the annual/monthly or other ongoing fees already being paid by Customer, and such amount is hereby allocated to the spectrum Lease pursuant to this Agreement.
- B. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- C. **Lease Application.** In order to complete the FCC lease application, Customer will:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Area or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- D. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Area and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
- E. **Term of Spectrum Lease.** Unless terminated earlier (because for example Customer stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and Customer's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
- F. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Customer's breach of this Agreement.
- G. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,

- (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
- H. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
- I. **Limitation of Liability.** Each parties' liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively, "Causes of Action") shall be limited to direct damages. Neither party shall be liable for any indirect, incidental, special or consequential damages. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. The limitations on liability set forth in this Agreement are fundamental inducements to both parties to enter into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give the maximum protection permitted under law.

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EXHIBIT A

FCC LICENSE(S) AND LICENSED FREQUENCIES

Call Sign	Market Number	Channel Block	Market Name
WQKM409	NWA255	19	U.S. and Possessions
WQEM410	NWA255	25	U.S. and Possessions
WQKM410	NWA255	25	U.S. and Possessions

EXHIBIT B

GEOGRAPHIC BOUNDARIES OF UTILITY'S SERVICE AREA

Channels (Base/Remote Frequency)	Locations (Coordinates)
930.500-930.550 MHz 901.8500-901.8750 MHz 901.8750-901.9000 MHz	47 19 47.6 N, 122 37 02.8 W 47 19 54.9 N, 122 38 08.3 W 47 19 49.5 N, 122 39 02.5 W 47 19 35.8 N, 122 39 17.1 W 47 18 59.4 N, 122 40 41.6 W 47 18 14.6 N, 122 40 47.5 W 47 17 05.7 N, 122 40 04.7 W 47 16 41.6 N, 122 38 55.2 W 47 16 52.8 N, 122 38 48.5 W 47 16 48.0 N, 122 38 26.0 W 47 17 11.4 N, 122 38 09.7 W 47 17 10.7 N, 122 37 17.3 W 47 16 45.1 N, 122 37 17.1 W 47 16 44.7 N, 122 36 19.7 W 47 16 57.8 N, 122 36 20.3 W 47 16 57.9 N, 122 36 39.8 W 47 17 53.3 N, 122 37 03.8 W 47 17 57.9 N, 122 36 46.9 W 47 17 39.5 N, 122 36 17.6 W 47 18 09.5 N, 122 35 45.9 W 47 17 38.9 N, 122 35 20.0 W 47 17 36.7 N, 122 34 57.5 W 47 17 26.8 N, 122 34 42.8 W 47 17 27.5 N, 122 34 27.1 W 47 17 45.0 N, 122 34 25.9 W 47 17 48.8 N, 122 33 58.9 W 47 18 40.0 N, 122 34 29.3 W 47 19 03.1 N, 122 34 19.1 W 47 19 49.1 N, 122 34 35.4 W 47 20 09.4 N, 122 35 15.6 W 47 20 45.3 N, 122 34 36.1 W 47 20 56.0 N, 122 35 14.4 W 47 22 00.8 N, 122 35 11.0 W 47 22 01.1 N, 122 35 53.5 W 47 21 49.4 N, 122 35 53.9 W 47 21 49.2 N, 122 36 36.5 W 47 21 55.6 N, 122 36 36.2 W 47 21 54.4 N, 122 37 01.1 W



Business of the City Council
City of Gig Harbor, WA

Subject: Cushman Trail Phase 5 Planning Study - Professional Services Contract / Exeltech Consulting, Inc.

Proposed Council Action: Authorize the Mayor to execute a Professional Services Contract with Exeltech Consulting, Inc. in the not-to-exceed amount of \$9,974.78.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak
City Engineer *[Signature]*

For Agenda of: March 14, 2016

Exhibits: Professional Services Contract
Scope of Work

	Initial & Date
Concurred by Mayor:	<i>[Signature]</i> 3-4-16
Approved by City Administrator:	<i>[Signature]</i> 3/4/16
Approved as to form by City Atty:	<i>[Signature]</i> 3/4/16
Approved by Finance Director:	<i>[Signature]</i> 3/4/16
Approved by Public Works Dir.:	<i>[Signature]</i> 3/3/16

Expenditure Required	\$9,974.78	Amount Budgeted	\$10,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

An identified Park Development objective provides for a limited planning level study to solicit input from a myriad of adjacent agencies and entities, in order to develop potential route(s) for the extension of Cushman Trail. The planning study will provide collaboration with stakeholders that includes Tacoma Power and Utilities, Pierce County, PenMet Parks, and WSDOT to determine preferred alignment options for the extension of the Cushman Trail north of Borgen Boulevard to Purdy. This planning study will recommend alternatives to consider for the crossings of Borgen Boulevard and SR-16. Results from the input will be utilized under a separate and future consultant contract to further refine the trail route details, costs, and other related pertinent permitting and engineering features.

Additionally, the results of the study would be the basis of future grant applications for the design, permitting, and construction of Cushman Trail Phase 5.

FISCAL CONSIDERATION

The 2015-2016 budget has allocated \$10,000 for this study and sufficient funds exist to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Authorize the Mayor to execute a Professional Services Contract with Exeltech Consulting, Inc. in the not-to-exceed amount of \$9,974.78.

**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 the Cushman Trail Phase 5 Planning Study 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 Nine Thousand Nine Hundred Seventy-four Dollars and Seventy-eight Cents (\$9,974.78) 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.

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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.

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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.

v.2014{AXS1249315.DOC;1/00008.900000/ }

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.

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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: Roger E. Horton
8729 Commerce Place Drive NE, Ste A
Lacey, WA 98516
(360) 357-8289

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

16. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

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: President

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

Scope of Services for City of Gig Harbor

Cushman Trail Phase 5 Study

March 2016

Prepared by:

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



TABLE OF CONTENTS

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EXHIBIT A

Scope of Services for Cushman Trail Phase 5 Study

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". This scope of services includes obtaining input from stakeholders, alternative alignment analysis, and planning level opinion of estimate for the Cushman Trail Phase 5 Study.

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

This Cushman Trail extension pre-planning study location is from the end of Cushman Trail Phase 4 at Borgen Blvd in the City limits of Gig Harbor and goes north to the Purdy vicinity.

II. PROJECT SCHEDULE

The following project milestone date is defined in months following Notice to Proceed:

Complete Study	3 Months
----------------	----------

III. PROJECT DESCRIPTION

This pre-planning study will provide collaboration with stakeholders to initiate a planning study, to review options for the extension of the Cushman trail north of Borgen Boulevard to the vicinity of Purdy. This pre-planning study will recommend alternatives to consider for the crossings of Borgen Blvd. and SR 16. The goal of this study is to develop enough information to prepare Planning Grant requests in time for the next City's funding cycle. The Consultant will assist the city in preparing a grant proposal to the PCRC to meet the spring 2016 funding cycle.

IV. PROJECT ASSUMPTIONS

1. CLIENT will provide copies of all available trail background information, such as as-built contract plans and construction estimates for the existing trail Phases 2, 3, & 4.
2. No environmental evaluations will be prepared.

3. CLIENT directed activities, beyond the scope of work, will require written confirmation from the CLIENT Project Manager or designee.
4. 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.
5. 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

TASK 2 STUDY

Task 2.1 Collection and Review of Existing Data

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 and Construction Cost of previous phases of the Trail
- Request LIDAR from Pierce Co

Deliverables:

- Base Map 24"x36" Graphic
- Pre-planning level opinion of cost for one concept

Task 2.2 Pre-Planning Meeting

The Consultant will prepare for, organize and facilitate a stakeholder meeting. Representatives from the following list of stakeholders will be invited to the charrette:

Gig Harbor	PenMet Parks
WSDOT	Pierce County

Kitsap County Tacoma Public Utilities

Key Pen Parks Assoc.

The Consultant will attend one planning session with the CLIENT at their office in Gig Harbor, WA to prepare for the pre-planning meeting. The Consultant will develop up to two (2) 24"x36" exhibits for usage at the meeting. The graphics will include one typical trail section and a map for the development of potential alignments.

After the meeting the Consultant will modify the exhibits to reflect the ideas of the stakeholders.

Deliverables:

- Two (2) 24"x36" meeting exhibits
- Meeting summary with modified exhibits

Task 2.3 Grant Support

The Consultant assist the Client with applying for grants to the PCRC for the planning phase of the Phase 5 of the trail.

Deliverables:

- Draft PCRC grant application

**Exhibit B
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee**

Gig Harbor Start Date
 Cushman Trail Phase 5 Study
 Task Description: End Date
 Consultant Fee Determination Exeltech Project #
 Consultant: Exeltech Consulting, Inc.

Code	Classification	Man Hours		Rate	Dollars
LABOR		Hours			
	Gov't Liason	3	x	\$57.93	= 173.79
	Sr. Project Manager	23	x	\$57.93	= 1,332.39
	Bridge Lead	0	x	\$52.00	= 0.00
	Project Engineer	32	x	\$43.00	= 1,376.00
	CADD Tech	0	x	\$28.00	= 0.00
	Environmental Planner	0	x	\$32.25	= 0.00
	Administration	8	x	\$26.00	= 208.00
	Total Hours	66			
	Total DSC				= 3,090.18
			% Increase	% of Work	
	Labor Escalation for '14				= 0.00
	Escalated Total DSC				= 3,090.18
Overhead (OH Cost -- including Salary Additives)					
	OH Rate x DSC of	<u>177.16%</u>	x	<u>\$3,090.18</u>	= 5,474.56
Fixed Fee (FF):					
	FF Rate x DSC of	<u>30.00%</u>	x	<u>\$3,090.18</u>	= 927.05
Reimbursables					
	<u>Itemized</u>	Quantity	Units	Rate	In Scope
	Meeting Lunch	1	each	@ \$250.00	= 250.00
	Mileage	200	each	@ \$0.57	= 113.00
	Reproduction and Printing	3	exhibits	@ \$33.33	= 99.99
	Postage and Supplies	1	Est	@ \$20.00	= 20.00
	Miscellaneous Supplies	0	Est	@ \$0.00	= 0.00
	Reimbursables Total				= 482.99
	Exeltech Subtotal				= 9,974.78
	Subconsultant Costs (See Exhibit G)				= 0.00
	Grand Total				= 9,974.78



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

Subject: Phase 1 Environmental Assessment for Bujacich Lift Station– Professional Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute the Professional Services Contract with Aspect Consulting, LLC, in an amount not exceed Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00).

Dept. Origin: Engineering Department

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

For Agenda of: March 14, 2016

Exhibits: Consultant Services Contract
Scope and Fee

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

John 3-1-16
Ron W 3/1/16
per email dated 2/25/16
CF 2/26
John 3/20/16
2/25/16

Expenditure Required	\$5,500	Amount Budgeted	\$350,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

As the City continues to investigate the possible procurement of this vacant parcel located next to the Public Works shop, which if procured, would establish the location of the future sewage lift station, to be built by others, a Level 1 Environmental assessment is required to be completed in order for the City to ensure that the parcel is free from any environmental contamination. This contract with Aspect Consulting, Inc. provides for that assessment.

Based upon the results of the Environmental Assessment coupled with the property appraisal, the City will then have the necessary documentation to help guide the path forward in the City's consideration of the property purchase options.

FISCAL CONSIDERATIONS

This work will be funded under the Lift Station No. 17 Property Acquisition (Bujacich) in the 2015/2016 water capital fund.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Professional Services Contract with Aspect Consulting, LLC, in an amount not exceed Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00).

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ASPECT CONSULTING , LLC**

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

RECITALS

WHEREAS, the City is presently engaged in Phase 1 Environmental Site Assessment for Bujacich Lift Station 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.

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CONSULTANT:
Aspect Consulting, LLC
ATTN: Amy Tice, LG.
401 Seattle Avenue South, Suite 201
Seattle, WA 98104
(206) 328-7443 FAX (206) 838-5853

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



November 30, 2015

Stephen Misiurak, City Engineer
City of Gig Harbor Public Works Department
3510 Grandview Street
Gig Harbor, WA 98335

Re: Proposal for Phase I Environmental Site Assessment
Bujacich Lift Station
Aspect Project No. 150377P

Dear Mr. Misiurak:

Aspect Consulting, LLC (Aspect) is pleased to present this proposal to conduct a Phase I Environmental Site Assessment (ESA) for the property located in Gig Harbor, Washington (herein referred to as the Subject Property). The Subject Property is identified as Pierce County parcel number 022106601.

Aspect understands that you are considering purchasing the property for future use as a Regional City Sewage Lift Station. Our proposed technical approach, deliverable, and cost estimate to conduct a Phase I ESA for the Subject Property is presented below.

PROPOSED SCOPE OF SERVICES

- The purpose of the Phase I ESA will be to provide updated information concerning the past land use and history of the Subject Properties and immediately adjacent properties; assess current site conditions for the potential presence of hazardous materials; and analyze this information to identify recognized environmental conditions (RECs) associated with the Subject Property. The Phase I ESA will be performed pursuant to the process described in the American Society for Testing and Materials (ASTM) E-1527-13 guidelines.

Standard Phase I ESA

This task includes the ASTM 1527-13 standard Phase I ESA for the Subject Property, which includes the following scope of work:

- Conduct a reconnaissance visit at the Subject Properties to observe existing site conditions and activities at immediately adjacent properties.
- Interview the current owner(s) and/or other persons known to have knowledge of the Subject Properties' history based on contact information provided by you.
- Review reasonably ascertainable and standard environmental record sources to identify RECs associated with the Subject Properties.
- Assess the Subject Properties' history through review of a combination of historic aerial photographs, maps, and municipal telephone directories.



- Contact government agencies, including local fire and health departments, to inquire about and review information in their records pertaining to the Subject Properties, if available.

The Phase I ESA will not include chain of title reviews unless specifically requested.

Reporting

This task includes preparation of a Phase I ESA Report, summarizing the results of the data research, site reconnaissance observations, interviews, and file review. The report will identify on- and off-site RECs for the Subject Property. The reports will also provide recommendations regarding further evaluation of RECs identified for the Subject Property, if warranted. A draft report will be provided to you for review and comment. After receiving comments, if any, Aspect will finalize the report.

QUALIFICATIONS

Aspect provides expertise that extends beyond property due diligence to include site assessment, remediation, and regulatory closure strategy. This breadth of experience means that we understand the context, methods, and costs to address potential RECs that might be identified in the Phase I process. An overview of our firm qualifications is attached to this proposal for consideration.

The team of professionals that will work with you to complete this work includes:

- **Doug Hillman, LHG, Principal Hydrogeologist**—Doug has nearly 30 years of environmental site assessment and remediation experience, all in Washington State. He is a trusted advisor to many environmental attorneys and real estate professionals and will serve as the principal-in-charge and project manager for this work, including acting as the lead point of contact with environmental agencies as needed.
- **Amy Tice, LG, Senior Staff Geologist**—Amy is the environmental due diligence specialist at Aspect. She will conduct the Phase I research, execute site reconnaissance, and use her experience to screen for the potential presence of RECs on each parcel.

ESTIMATED COST AND CONTRACT TERMS

The estimated cost to complete the scope of services described above is \$5,500.

Aspect will provide one electronic copy of the report to you for your exclusive use. Aspect can produce hard copies of the report at an additional cost of \$100 per copy.

The scope of services above will be billed on a Lump Sum Basis. We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. We will use a Contract Change Form to request your authorization for any changes to this scope of services. This cost proposal is valid for 90 days unless extended in writing by Aspect Consulting.

Aspect Consulting's services will be provided in accordance with the Terms and Conditions provided by the City of Gig Harbor. This proposal and the Terms and Conditions, together, constitute the Agreement between Aspect Consulting and City of Gig Harbor (Client). Your signature below represents acceptance of this Agreement, and provides written authorization to proceed. Please



return one signed copy of this Agreement to Aspect Consulting, and retain a signed copy for your records.

We look forward to assisting you with this project. Please contact either of the undersigned if you have any questions or need additional information.

Sincerely,

Aspect consulting, LLC

A handwritten signature in black ink, appearing to read "Amy Tice", written over a horizontal line.

Amy Tice, LG
Senior Staff Geologist
atice@aspectconsulting.com

A handwritten signature in black ink, appearing to read "Doug L. Hillman", written over a horizontal line.

Doug L. Hillman, LHG
Principal Hydrogeologist
dhillman@aspectconsulting.com

Client Representative

Date

Attachments:

- Qualifications—Aspect’s Phase I Due Diligence Expertise
- Schedule of Charges



ATTACHMENTS

Qualifications - Aspect's Phase I Due Diligence Expertise



Aspect's effectiveness as due diligence advisors results from an accurate interpretation of site conditions, environmental regulatory knowledge and realistic understanding of cleanup alternatives and costs. Aspect staff weave together experience in environmental due diligence, redevelopment and remediation, geotechnical analysis, and technical oversight to provide focused, practical advice to decision makers. We understand how early-stage information is used to define expectations for subsequent cleanup costs. We complete Phase I Environmental Site Assessments under the 'All Appropriate Inquiries' rule and the guidelines defined under ASTM 1527-13.



PROJECT EXAMPLES

Antioch University and Adjacent Property – Phase I ESA at adjacent properties in downtown Seattle – Two recognized environmental conditions (RECs), 6,000 gallon UST and neighboring car wash

Former Espresso Express and Adjacent Properties – Phase I ESA on behalf of Roosevelt Development Group for properties in Seattle's Revenna neighborhood – Total of nine RECs revealed amongst six parcels

Annex Property – Phase I ESA for a commercial property in northeast Shoreline – Used as medical clinic until demolition in 2011 – Reviewed off-property environmental conditions that may impact property, specifically a gas station and shopping center

Kitsap County Schools – Multiple Phase I assessments at candidate school sites

Jefferson County – Phase I ESA for two properties located on the Dosewallips River totaling approximately 25 acres

Port of Tacoma – Multiple Phase I/II ESAs on prospective land purchases to support large-scale terminal expansion and transportation corridor improvements

Seattle Public Utilities – Phase I ESA for a residential property within the Cedar River Watershed and bordered by a former SPU timber property

Port of Seattle – On-Call Phase I/II ESA for airport related property acquisition under multiple multi-year, work order-based contracts

Seattle City Light – Phase I/II ESA on in-city properties under an on-call contract.

OUR EXPERTS

Doug Hillman, LHG

Doug has 28 years of experience working in the Puget Sound area and a strong reputation as an outcome-oriented project manager on environmental assessment projects. He is effective in screening past practices for possible environmental concerns, scoping focused testing programs to determine whether or not impacts are present, and then providing his clients with an understanding of the issues and discussing the cost/benefit of cleanup or further characterization. Doug takes a business-based approach that incorporates remediation costs, risk allocation, and cleanup timing into his projects.

Amy Tice, LG

Amy Tice has 7 years of experience providing field planning and support for Aspect's environmental projects. She has efficiently and effectively conducted focused Phase I ESAs throughout Western Washington on a variety of commercial sites. She routinely completes Phase I site assessments in accordance with ASTM and client-specific standards.



ATTACHMENTS

Schedule of Charges

Effective January 2015

**ASPECT CONSULTING, LLC
SCHEDULE OF CHARGES**

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

Personnel Charges – Engineers and Scientists

Principal	\$201.00 to \$209.00/hour
Sr. Associate	\$188.00/hour
Associate	\$175.00/hour
Senior	\$151.00/hour
Sr. Project.....	\$141.00/hour
Project	\$129.00/hour
Sr. Staff.....	\$113.00/hour
Staff.....	\$99.00/hour
Construction Supervisor.....	\$101.00/hour
Technician.....	\$77.00/hour
Legal Testimony (4-hour minimum).....	\$300.00/hour

Other Personnel and Disbursement Charges

Sr. GIS/CAD Specialist	\$104.00/hour
GIS/CAD Specialist	\$94.00/hour
Sr. Technical Editor	\$100.00/hour
Project Assistant	\$76.00/hour
Four-wheel Drive Field Vehicle	\$110.00/day (w/up to 100 miles)
Mileage	federal gov't rate plus 15%
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Communications Charge (phones, fax, computer, in-house [B/W] reproduction, mailing).....	4% of total labor

Oversize CAD/GIS Plots..... \$2.00/Sq. Ft.

Other equipment rental and expenses will be provided on a per job basis.



Business of the City Council
City of Gig Harbor, WA

Subject: Welcome Plaza and Lift Station 4B Replacement Project - Professional Services Contract Amendment No. 1 for Final Design, Permitting, and Preparation of Final Technical Bid Documents and Addenda

Proposed Council Action: Authorize the Mayor to execute a Professional Services Contract Amendment No. 1 with Parametrix, Inc. for engineering services for final design, permitting, and preparation of final technical bid documents and addenda in the not-to-exceed amount of \$78,040.40, for a revised total contact amount not to exceed \$911,828.11.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak City Engineer

For Agenda of: March 14, 2016

Exhibits: Professional Services Contract Amendment No. 1, Scope of Work

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Dir.:

Initial & Date
Handwritten initials and dates for approvals: 3-1-16, 3/1/16, 3/1/16, 2/29/16

Table with 3 columns: Expenditure Required (\$78,040.40), Amount Budgeted (\$2,510,000), Appropriation Required (\$0)

INFORMATION / BACKGROUND

On April 27, 2015, City Council awarded a Professional Services Contract with Parametrix, Inc. for the engineering services for final design, permitting, preparation of final technical bid documents and addenda in the not-to-exceed amount of \$833,787.71.

This contract amendment provides Parametrix, Inc. compensation for out of scope services as requested by the City of Gig Harbor in an effort to maintain project schedule and amend the budget of their original scope and its subconsultants for design improvements to the Welcome Plaza and Lift Station 4B Replacement project.

The work elements are on a time and materials cost structure in support of providing permitting and design on behalf of the City. This amendment and revised budget allows Parametrix and their subconsultants to continue to support the City through design completion and bidding assistance. The additional extra effort is required in order to address the unanticipated permitting requirements, additional out of scope work items requested on behalf of the City, and the City Design Review Board process, which has resulted in additional consultant staff time. A detailed description of the additional work items is contained within this contract amendment.

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Authorize the Mayor to execute a Professional Services Contract Amendment No. 1 with Parametrix for engineering services for final design, permitting, preparation of final technical bid documents and addenda in the not-to-exceed amount of \$78,040.40, for a revised contract total not to exceed \$911,828.11.



Welcome Plaza & Lift Station 4B Replacement (CSSP-1304)

Design - Pre 2015			Paid To Date	Additional Incurred Expenses	Contract Balance
Pre 2015					
Design Services 2012	Parametrix		\$ 238,584.79		CONTRACT TERMINATED
Geotechnical Services 2013	HWA GeoSciences, Inc.			\$ 9,640.00	
Geotech Services, Borings	WSDOT			\$ 20,287.78	
Appraisal	Shapiro			\$ 5,375.00	
Value Engineering Study	RSRI			\$ 39,594.45	
Charette Lunch	Panera Bread			\$ 170.25	
Permit Fees	Land Use			\$ 575.00	
Permit Fees	Building			\$ 2,961.28	
Misc.	HD Fowler, Pro Build...			\$ 7,233.08	
Misc.	Gateway Open House Ad			\$ 268.30	
PRE 2015 TOTALS			ARE NOT INCLUDED IN 2015-16 BUDGET #s	\$ 238,584.79	\$ 86,105.14

Design - Current Fiscal Cycle 2015-2016			Contract Amt.	Paid To Date	Additional Incurred Expenses	Contract Balance
3/14/16	<i>Proposed Contract Amendment No. 1</i>	Parametrix	\$ 78,040.40	\$ -		\$ 78,040.40
4/27/15	Design Services 2015-16	Parametrix	\$ 833,787.71	\$ 640,219.01		\$ 193,568.70
6/29/15	Permit Fees	Pen Light Electrical Service			\$ 500.00	
9/30/15	Permit Fees	COGH-Clear & Grade			\$ 136.64	
9/21/15	Permit Fees	COGH-Encroachment Permit			\$ 250.00	
10/7/15	Permit Fees	Conditional Use Permt			\$ 1,755.00	
10/7/15	Permit Fees	Variance Non Single Family			\$ 711.50	
10/7/15	Permit Fees	Alternative Landscape Plan			\$ 275.00	
10/7/15	Permit Fees	Shoreline Sub Dev-FMV			\$ 8,375.00	
10/7/15	Permit Fees	Shoreline Variance			\$ 1,737.50	
10/7/15	Permit Fees	Environmental Checklist			\$ 425.00	
10/7/15	Permit Fees	Flood Hazard Permit			\$ 450.00	
10/7/15	Permit Fees	Design Review			\$ 180.00	
10/7/15	Permit Fees	Major Site Plan Review			\$ 4,060.00	
1/14/16	Permit Fees	Historic Register Cert of Approp			\$ 110.00	
City Engineering Staff Time City of Gig Harbor						
subtotal			\$ 911,828.11	\$ 640,219.01	\$ 18,965.64	\$271,609.10

Construction						
Project Management						
Materials Testing				\$ -		\$ -
Materials Testing						\$ -
Misc						\$ -
City Engineering Staff Time	City of Gig Harbor			\$ -		\$ -
subtotal			\$ -	\$ -	\$ -	\$ -

Construction						
Construction Contract						
Change Order Authority	City Engineer			\$ -		\$ -
subtotal			\$ -	\$ -	\$ -	\$ -

Total Estimated Design & Construction Costs \$ 911,828.11 \$ 640,219.01 \$ 18,965.64 \$ 271,609.10

Funding Sources	
COGH 2015 Budget - Sewer Division-Capital Objective #2	\$ 2,510,000.00

Bars #'s
410-022-594-35-65-85

Total Funding \$ 2,510,000.00

Budget Balance
\$ 1,888,746.63

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

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated April 27, 2015 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the final design, permitting, and preparation of final technical bid documents and addenda for the Welcome Plaza and Lift Station 4B Replacement Project and desires to extend consultation services in connection with the project; and

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

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Seventy-eight Thousand Forty Dollars and Forty Cents (\$78,040.40), and as shown in **Exhibit B**, attached to this Amendment and incorporated herein for a total contract amount not to exceed Nine Hundred Eleven Thousand Eight Hundred Twenty-eight Dollars and Eleven Cents (\$911,828.11).

3. Duration of Work. Section 3 of the Agreement is not modified.

[Remainder of this page intentionally left blank.]

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

AMENDMENT No. 1 SCOPE OF WORK

City of Gig Harbor Welcome Plaza and Lift Station #4B Replacement

INTRODUCTION

This contract Amendment provides consultant compensation for out of scope services as requested by the City of Gig Harbor in an effort to maintain project schedule.

This contract amendment amends the budget to Parametrix's (PMX) original scope and their Subconsultants for the design improvements to the Welcome Plaza and Lift Station #4B Replacement. The work elements are on a time and materials cost structure in support of providing permitting and design on behalf of the City. This amendment and revised budget allows PMX and their Subconsultants to continue to support the City through design completion and bidding assistance. The additional extra effort is required in order to address the ever increasing City myriad of required permit conditions to be satisfied as well as the lengthy and protracted City Design Review Board (DRB) scrutiny of this project, which has resulted in additional consultant staff time to address these above items.

PHASE 01 – PROJECT MANAGEMENT

Task 01 – Project Management Services and Public Outreach

No additional funds are being requested.

Task 02 – Environmental Compliance and Permitting

Project permitting required additional Labor resources to update and in some instances redo and resubmit the permitting documents. The additional changes that required amendments to the permits documents are as follows:

1. The additional City requested inclusion of the power and park improvements into the permitting set.
2. Peninsula light coordination that changed the project construction zone further to the north for three phase power connections to the park to satisfy the long term park improvements.
3. The City addition of a side walk toward the existing Skansie house.
4. The addition of a Bus stop landing (design change requested by Pierce transit) and a meandering ADA path from the pavilion to the Dock. This resulted in additional work by the consultant to modify and amend the permitting.
5. Numerous additional DRB coordination and formal meetings.

SCOPE OF WORK (continued)

PHASE 02 – DESIGN

Task 01 – Mechanical Design

The out-of-scope items are as follows:

1. Addition of an Iron-Manganese Filter.
2. Addition of Electric Water Heaters.
3. Vent Stacks needed further evaluation and consideration to ensure that the exhaust stacks appearance (DRB) and function would work to minimize odor and impacts to the public on the viewing platform and at park events. Then new design allows some additional flexibility to the WWTP staff to add an additional blower in the future if necessary providing some flexibility for future mitigation. The additional effort consisted of the following:
 - a. Exhaust stack height calculations and constituent dispersion calculations.
 - b. High plume exhaust alternatives (e.g. axial fans, venturi nozzles, etc.)
 - c. ASHRAE standards/lit review (velocities, caps, peripheral drain lips, etc.)
 - d. Additional meetings to meet with City staff to vet out alternatives to the odor control System and Stacks.
4. Pulsar Meter integration instead of mag meter.
5. Meeting with Ecology
6. Additional coordination
7. Originally scoped for 7 drawings, currently have 12 (+40% increase).
8. Addition of Air Gap
9. Several additional coordination meetings w/City

Task 02 – Civil Design

The out-of-scope items are as follows

- Pierce Transit bus stop design.
- Rosedale crosswalk and ADA ramps were not included in the original Scope. The scope only pertained to the frontage of the park. No evaluation or consideration was made for the Rosedale crossing. Following a discussion with Peninsula Light that required that we cross the road further north, Parametrix needed to evaluate the Rosedale crossing for ADA compliance. A site visit was made and it was determined that the ramps would need to be upgraded as part of the design.
- Path design net shed to dock.
- Additional efforts to complete the 90%, 100% and bid set delivery.

Task 03 – Structural Design

No additional scope or budget is being requested.

Task 04 – Architecture Design

Additional coordination and meeting are needed to complete the numerous and continuing DRB process and permitting reviews (also see permitting for detail of changes).

SCOPE OF WORK (continued)

Task 05 – Electrical Design

The following identifies design tasks performed by the subconsultant (RSE) where actual scope was either not originally included or has significantly exceeded the scope used for original contract.

Items not included in original scope:

- Electrical / Mechanical room ventilation design diagram & notes in which RSE developed and additional electrical diagram for design team review and inclusion on drawing due to system complexity.
- Assisted Parametrix in the development of a site plan for DBR review showing all site electrical equipment.
- Man-lift standby power and utility telephone connection requirements.
- Coordination and design submittal required for Comcast Utility service to Skansie House.

Items that exceeded original scope:

- Additional power utility service coordination and submittal, which at request of the utility company submitted (6) applications, one for each phase of utility work, each with forms and backup data.
- Extensive research and coordination with City Parks Department due to their decision to bid the Jerisich Dock power service during the design of the future parks electrical modification work.
- More numerous design team conference calls.
- RSE review of other design team documentation at 60% design submittal required significantly more time and effort than estimated. RSE developed seven pages with 160 comments backed up with marked up drawings.
- Several design iterations associated with the radio telemetry equipment. Design of two pole configurations rather than simple bracket mount to building along with document package developed for coordination with structural engineer regarding mounting pole to deck.
- Restroom heating - following partial design based on radiant floor heating, was instructed not to use radiant floor heat.
- Revised power one-line diagram and load calculations due to significant increase in estimated load required to support instant heat units with total load of 150KW.
- Development of plan and elevation details associated with seatwall LED lighting.
- Develop text to add to specification prepared by Parametrix covering "Work Covered" (Section 01-11-00, 1.02) and "Demolition Salvage"- Section 02 42 00, 1.03.
- Conduit floor penetrations required coordination with underfloor beams
- Utility trench section complexity due to manhole and storage tank layout.
- Restroom power panel - design completed based on panel installed in restroom storage room. City has requested the panel be relocated to electrical room.
- City request to increase Mission Cell equipment to double capacity.
- City has requested that "Time Lock" equipment be supplied for Men's and Women's restroom doors. This is a separate additional system from the keypad system equipment for the Family and Laundry doors.
- Coordination and design associated with provision for electrical associated with a future Odor Scrubber exhaust pipe Air Mix fan to be located on the observation deck.
- Developed enclosure elevation and component specification associated with park venue outlets located on the Observation Deck and in the Park Electrical Equipment Enclosure.
- Flagpole lighting design is complex due to multiple parties involved with provision of the pole and a number of opinions on methods of lighting.

SCOPE OF WORK (continued)

- City has requested outlets at base of new trees at crosswalk for Christmas seasonal lighting.
- Task 06 – Integration/Automation
- Change in mission alarm unit from using the existing 8 point unit to a new 16 point unit.
- Change in flowmeter FE142 from magmeter to Pulsar strap-on flowmeter.

Task 07 – Landscape

The out-of-scope items are as follows:

- Preparation and attendance of two additional DRB meetings.
- Layout and grading of new ADA path.
- Revised irrigation for new path.
- Additional permit submittals

Task 08 – Geotechnical

The out-of-scope items are as follows:

- Conduct additional boring exploration.
- Street light pole detail and design recommendations.
- Develop specifications for installation of steel pipe piles.
- Additional meetings out of scope.

PHASE 03 – MANAGEMENT RESERVE

No Additional funds requested

**City of Gig Harbor
Welcome Plaza/Lift Station 4B Amendment #01**

Parametrix Project Summary

PHASE	TASK	Description	Current Budget	Amendment Labor	Amendment Expenses	Amendment Subtotal	Sub Mark up 8%	New Contract Total
01		Project Management & Permitting	\$208,115.00	\$18,500.00	\$0.00	\$18,500.00	\$0.00	\$226,615.00
	1	Proj Mgmt.	\$164,515.00	\$0.00	\$0.00	\$0.00		\$164,515.00
	2	Environmental Compliance & Permitting	\$43,600.00	\$18,500.00	\$0.00	\$18,500.00		\$62,100.00
02		Design	\$602,283.91	\$56,350.00	\$0.00	\$56,350.00	\$3,190.40	\$661,824.31
	1	Mechanical - PMX	\$102,395.20	\$0.00	\$0.00	\$0.00		\$102,395.20
	2	Civil - PMX	\$68,890.00	\$16,470.00	\$0.00	\$16,470.00		\$85,360.00
	3	Structural - PMX	\$80,840.00	\$0.00	\$0.00	\$0.00		\$80,840.00
	4	Architectual - Brett Marlow	\$101,941.20	\$5,000.00	\$0.00	\$5,000.00	\$400.00	\$107,341.20
	5	Electrical - Richard Sample	\$98,938.80	\$18,000.00	\$0.00	\$18,000.00	\$1,440.00	\$118,378.80
	6	Integration/Automation - AIA	\$48,219.84	\$8,000.00	\$0.00	\$8,000.00	\$640.00	\$56,859.84
	7	Landscape - Nakano	\$55,706.40	\$5,880.00	\$0.00	\$5,880.00	\$470.40	\$62,056.80
	8	GeoTechnical - HWA	\$31,842.72	\$3,000.00	\$0.00	\$3,000.00	\$240.00	\$35,082.72
	9	Fire Protection - Fsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10	Demolition (Argus Pacific)	\$2,916.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,916.00
	11	PMX Direct Expenses	\$10,593.75	\$0.00	\$0.00	\$0.00		\$10,593.75
03		Management Reserve Balance	\$7,038.80	\$0.00	\$0.00	\$0.00	\$0.00	\$7,038.80
	1	Contingency	\$50,000.00	\$0.00	\$0.00	\$0.00		\$0.00
		- Moved MR Budget into RSE budget	\$26,611.20	\$0.00				
	2	Sub CRC	\$4,320.00	\$0.00				\$4,320.00
	3	Survey	\$5,820.00	\$0.00				\$5,820.00
	4	Sub Aspect Consulting	\$6,210.00	\$0.00				\$6,210.00
PROJECT TOTALS			\$833,787.71	\$74,850.00	\$0.00	\$74,850.00	\$3,190.40	\$911,828.11



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

Subject: Resolution No. 1029 – Closed Record Decision – McCormick Creek Final Plat & PRD, Phase 1 (PL-FPLAT-15-0008, PL-PRD-15-0005)

Proposed Council Action: Move to adopt resolution No. 1029 approving the final plat and final PRD for McCormick Creek Phase 1.

Dept. Origin: Planning Department

Prepared by: Kenneth George, Associate Planner

For Agenda of: March 14, 2016

KMG 3/7/2016

Exhibits: Resolution
Planning Director’s Recommendation
Final Plat Map

Initial & Date

Concurred by Mayor:

3/7/16 3:7

Approved by City Administrator:

KMG 3/7/16

Approved as to form by City Atty:

email 3/7/16

Approved by Finance Director:

N/A

Approved by Department Head:

YK 3/7/16

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 (PRD) for McCormick Creek Phase 1, located off Burnham Drive at 50th Avenue Northwest, and within the Single-Family Residential (R-1) zoning district. The applicant, McCormick Creek LLC, received preliminary plat approval from the City Hearing Examiner on April 7, 2010 and approval from the Planning Director for one major revision on August 14, 2014. Additionally, the applicant entered into a Development Agreement, dated April 26, 2010, as amended on June 23, 2010 and later terminated and replaced with a Development Agreement dated March 29, 2011, as amended on July 29, 2014.

This final plat/PRD is for the first phase of four phases. The Phase 1 final plat/PRD addresses the segregation of the site into 52 single family residential lots, 1 nonresidential lot with an existing church building, as well as the associated infrastructure and amenities required to serve the residents of the plat/PRD. Amenities include, landscaped park/open space area, preservation of wetlands with associated buffers, internal walking paths that connect to existing public trails, playground equipment, basketball court, park benches and picnic tables.

POLICY CONSIDERATIONS

Staff has reviewed the criteria for approval of the final plat and final PRD, as specified in GHMC Chapter 16.06 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 and planned residential development on September 10, 2008, and a Revised MDNS on February

24, 2010. Documentation relative to the required mitigation is attached to the Planning Director's Recommendation.

FISCAL CONSIDERATION

The proposal does not include any significant fiscal impacts.

PLANNING DIRECTOR RECOMMENDATION

Move to adopt resolution No. 1029 approving the final plat and final PRD for McCormick Creek Phase 1.



TO: Mayor Guernsey and City Council
FROM: Jennifer Kester, Planning Director
SUBJECT: Closed Record Decision
Final Plat/Final PRD Approval – McCormick Creek Phase 1
DATE: March 14, 2016

INFORMATION/BACKGROUND:

The applicant, McCormick Creek LLC, has requested final plat approval for Phase 1 of the McCormick Creek Plat to allow the subdivision of 52 single family residential lots, 1 nonresidential lot and the development of associated infrastructure and amenities required to serve the residents of the plat and PRD. The subject site is located off Burnham Drive at 50th Avenue Northwest. 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 on April 7, 2010 to allow the subdivision of 8 parcels (approximately 52.16 acres) into 182 single family lots and 3 nonresidential lots; subject to 24 conditions of approval. The Planning Director has approved one major revision to the preliminary plat and PRD on August 14, 2014, with one Amendment to the Development Agreement recorded on August 7, 2014. This revision reduced the total number of lots from 185 to 160 (157 residential and 3 nonresidential) and made minor alterations to the park and open space tracts to accommodate the lot revisions.

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, along with park amenities that include both public and private trail connections.

Phase 1 includes a park with amenities and trails on Tract D that will be maintained by a Home Owner's Association (HOA). The park and trails will be linked to the existing Cushman Trail west of the development by a public use trail that will run through the exiting wetland identified on Tract I.

PRD improvements in Phase 1 include the perimeter buffers, 2-rail fences along the Tract E wetland buffer and along the Tract A stormwater detention pond, landscaping with 6 foot high cedar fences, and picnic tables and benches along McCormick Creek Drive. All features proposed in the preliminary PRD have been maintained in the approved civil plans and the construction of the required improvements have been completed or 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 Civil as-built drawings have been submitted and accepted by the City, documenting that all conditions required to serve Phase 1 of the PRD have been constructed or improved. 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 Phase 1 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 Phase 1 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 all conditions imposed on the preliminary plat requiring engineering department approval have been constructed or improved to the satisfaction of the City Engineer.

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;

Phase 1 of the McCormick Creek 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 McCormick Creek Phase 1 conforms to the conditions of the preliminary plat/PRD and the preliminary plat revision as follows:

HEX Condition 1: *All perimeter landscaping buffers shall be vegetated to meet GHMC 17.78.060 standards, as amended through the alternative landscape plan approved by the Hearing Examiner. In addition to any trees necessary to create a dense vegetative screen, a total of 12 evergreen trees with a height of 12 feet shall be planted in the perimeter area behind lots 31, 124 and 130 (four trees behind each lot, for a total of 12). All evergreen and deciduous trees proposed to be planted within Tract L, Tract O and Tract N shall be a minimum of 6 feet in height. 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 approved on September 21, 2015, 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 2: *Development shall comply with all mitigation measures found in the MDNS (SEPA-09-0022), as amended by the Revised MDNS (SEPA-09-0037) issued for the project (or as further amended through any subsequent environmental review process).*

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

1. Prior to the City's final approval of the engineering plans for the construction of any public roads the applicant shall provide to the City evidence of his ownership of the necessary property and property interests which will afford him the ability to dedicate to the public all portions of proposed public roadways.

The applicant has provided Release and Termination of Easement documents which will be recorded prior to the final plat/PRD and associated recording number included on the face of the plat.

2. Prior to final plat approval, the applicant shall perform the following at the applicant's cost:
 - A. Design, construct and, upon acceptance by the City, dedicate as public right-of-way, a new public collector road between Burnham Drive northerly and easterly through the proposed development to the eastern boundary of the plat (road ABC).
 - B. Design and construct a left turn pocket on Burnham Drive (a public roadway) at 50th Avenue.
 - C. Provide underground signal appurtenances for a future signal at the intersection of 50th Avenue/Burnham Drive.

Pursuant to the City Engineer, these items have been completed by the applicant.

3. 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 areas proposed adjacent to the proposed internal trails. The final location of the fencing shall be determined by the Planning Division, and may require fencing to be installed within buffers to accommodate previously approved trail locations. Any fencing installed within buffers shall be subject to the requirements of Title 18 of the GHMC. 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 applicant has installed the split rail fence with signage along the wetland buffers adjacent to the park and trail areas.

HEX Condition 3: *The applicant shall submit a detailed wetland mitigation plan, as described in GHMC 18.08.150(A)(2) to the City of Gig Harbor and received approval prior to the issuance of building permits or other development permits. No development of the site shall occur prior to the approval of the mitigation plan.*

The applicant submitted a detailed wetland mitigation plan prepared by Sewall Wetland Consulting, Inc., date stamped July 17, 2012. A notice of wetland mitigation,

wetland and wetland buffers along with the approved mitigation plan was recorded with the Pierce County Auditor's office on October 13, 2013, under interment no. 201310180625. An as-built mitigation installation sign-off letter from Sewall Wetland Consulting, Inc. was received on October 16, 2015, stating that the McCormick Creek mitigation plan has been installed per the plan.

HEX Condition 4: *Prior to the City's final approval of the engineering plans for the construction of any portion of the public roads within the project the applicant shall provide to the City evidence of the applicant's ownership of the necessary property and property interests which will afford the applicant the ability to dedicate to the public such portions of proposed public roadways.*

The applicant has provided Release and Termination of Easement documents which will be recorded prior to the final plat/PRD and associated recording number included on the face of the plat.

HEX Condition 5: *The applicant has requested in writing on September 23, 2008 a transportation impact fee credit in accordance with GHMC 19.12.083(B). If the applicant pursues this request, the credit will be determined in accordance with GHMC 19.12.083.*

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 9 of the final plat.

HEX Condition 6: *The applicant has proposed to meet the Public Works Standards requirement for the sidewalk portion of the frontage improvements by facilitating pedestrian amenities in a similar, more cooperative manner with the incorporation of a portion of the Cushman Trail in the proposed development. The City has agreed to this proposal with the following condition: Developer acknowledges and agrees that it shall grant a public trail easement adequate for the City's construction of the Cushman Trail. If the timing of the granting of the easement is not addressed in a development agreement, the easement shall be granted to the City of Gig Harbor and recorded with Pierce County at the time of final plat recording. Developer shall pay a pro-rata share of the costs of public improvements in the amount of \$37,665.00 (Thirty-Seven Thousand Six Hundred Sixty Five Dollars). If the time of the payment of the pro-rated share is not addressed in a development agreement, said funds shall be paid prior to final plat approval. The pro-rata share was calculated based on Developers credit for relieving the requirement for a 5 foot wide concrete sidewalk along the west side of Road 1 from Burnham Drive to Tract F, and the removal of trail requirements from Tract C and Tract E. The funds are based on a value of \$20 per lineal foot of sidewalk (1,325 LF) and \$5 per lineal foot of trail (2,233 LF).*

The applicant has included the trail easement on the face of the plat; which will be dedicated to the City at the time of final plat recording. Pursuant to the City Engineer, the developer has paid the pro-rata share of the cost of public improvements.

HEX Condition 7: *The applicant shall pay a pro-rata share of the City's Interim Improvements project at the Borgen-SR 16 Interchange. The pro-rata share shall be calculated based on the best information available when the pro-rata share is paid. The pro-rata share shall be paid prior to final plat approval. If the applicant provides other transportation improvements that make available additional capacity through the Interim Improvements project, the applicant may request a refund of the pro-rata share payment. The City of Gig Harbor's transportation improvements concurrency model shall be utilized at the applicant's cost to document the additional capacity (number of trips) and the applicant may request a refund for the additional capacity provided up to the number of trips that was used to calculate the pro-rata share.*

The Borgen-SR 16 Interchange project has been completed. Pursuant to the City Engineer, this condition is no longer applicable.

HEX Condition 8: *The applicant shall provide to the city both a final recorded drawing and a final record survey of the proposed development, each in both Mylar format and digital format. These drawings shall be provided after the City accepts the construction improvements shown on the civil plans but prior to any certificate of occupancy for any buildings or structures located on the site plan. The digital format of the drawings shall be in AutoCAD version 2008 or older and include all improvements in the right of way and stormwater, water, and sewer utilities. The horizontal datum shall be NAD 1983 HARN State Plane South FIPS 4602 feet, or as otherwise approved by the City. The vertical datum shall be NGVD 29, or as otherwise approved by the City.*

The Civil as-built drawings have been submitted and accepted by the City. A copy of the as-built drawings were provided by the applicant for the final plat file.

HEX Condition 9: *Proposed water and sewer utility designs, stormwater facility designs, and roadway designs shall conform to the City's Public Works Standards and Stormwater Design Manual. These Standards also address specific City design requirements such as restoration of the City right of way and traffic control.*

HEX Condition 10: *Erosion shall be controlled throughout the construction of the project per the City's Public Works Standards and Stormwater Design Manual.*

HEX Condition 11: *City forces may remove any traffic control device constructed within the City right of way not approved by this division. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.*

Conditions 9 through 11 are informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 9 of the final plat.

HEX Condition 12: *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.*

HEX Condition 13: *Permanent survey control monuments shall be placed to establish public street centerlines, intersections, angle points, curves, subdivisions 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 Auditor prior to final engineering approval of civil improvements.*

Permanent survey control monument have been installed in accordance with City Public Works standards.

HEX Condition 14: *Sight distance at all access points shall meet the minimum requirements of the AASHTO "Geometric Design of Highways and Streets", most current version. The property owner is responsible to maintain the minimum sight distance.*

Pursuant to Public Works, sight distance at all access points meets the minimum requirements of the AASHTO.

HEX Condition 15: *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.*

A Homeowners Association is required for McCormick Creek. The Declaration of Covenants, Conditions and Restrictions state that the irrigation and maintenance of landscaping within the public right of way will be the responsibility of the Association. The applicant has included this requirement in the list of conditions contained on sheet 9 of the final plat.

HEX Condition 16: *The owner is required to sign the City's stormwater maintenance agreement, which shall be recorded prior to final civil plans approval by the City. Stormwater and/or drainage easements also shall be granted to the City for the inspection of utilities and drainage facilities. No encroachment will be placed within the easements 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 recorded stormwater maintenance agreement.*

Storm Water Facilities Maintenance Agreements and Restrictive Covenants were recorded with the Pierce County Auditor's Office on December 13, 2010, under instrument no. 201012130162 and on July 25, 2014, under instrument no. 201407250009.

HEX Condition 17: *The site plan [final plat mylar] shall note (where quoted) or delineate the following:*

- a. *"WARNING: City of Gig Harbor has not responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described in this plat."*
- b. *"Increase stormwater runoff from the road(s), building, driveway and parking areas shall not be directed to City infrastructure. Increased stormwater runoff shall be retained/detained on site."*
- c. *"Where seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted."*
- d. *Stormwater for runoff from buildings and parking surfaces shall be shown on individual building lots, including drywell sizing or storm drain connections points.*
- e. *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.*
- f. *"This plat is subject to stormwater maintenance agreement recorded under Auditor's file number (201012130162 and 201407250009)"*
- g. *"Stormwater Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this plat map. No encroachment will be placed within the easements shown on the plat 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 map.

HEX Condition 18: *This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.*

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 9 of the final plat.

HEX Condition 19: *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 restriction 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 into 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 applicant may convey the common open space to a public agency that agrees to maintain the common open space.*

An association of owners along with a Declaration of Covenants, Conditions, and Restrictions for McCormick Creek will be formed with the recording of this plat and recording information will be shown on sheet 2 of the final plat map.

HEX Condition 20: *School impact fees as required by GHMC 19.12.050(B)(11) shall be paid for all residential development prior to the issuance of a building permit.*

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 9 of the final plat. Payment of school impact fees will be required at the issuance of each building permit.

HEX Condition 21: *Location and details of markings of fire lanes must be provided at the time of civil plan review.*

Fire lane details and markings were provided at the time of civil plan review and have been approved and installed.

HEX Condition 22: *If ownership of the properties necessary for construction of proposed road 1 is not obtained within the time frames specified by GHMC Section 16.06.003, this preliminary plat approval shall expire.*

The City has a Development Agreement with this developer that provides for phasing, vesting and amends development regulations imposed by this condition.

HEX Condition 23: *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, 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 sheet 1 of the final plat map.

HEX Condition 24: *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, dated September 23, 2015 has been submitted that documents that the property is owned by McCormick Creek LLC.

PD Condition 25: *The approval of this revision is limited to the revised layout requested as a part of this application. The omission of details within the revised layout plan, does not remove or substantially modify the required features of the preliminary plat.*

This condition is informational in nature; the applicant has included this requirement in the list of conditions contained on sheet 9 of the final plat.

PD Condition 26: *A revised landscape plan reflecting the new plat layout and phasing plan shall be submitted to the City and approved prior to installation of landscape and PRD features at the site. Said landscape plan shall be consistent with the existing preliminary plat and PRD approval relative to the approved alternative landscape plan and PRD approval.*

A revised landscape plan was approved on September 21, 2015 and a performance agreement was posted on January 11, 2016.

- 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 McCormick Creek Phase 1.

RESOLUTION NO. 1029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT AND FINAL PLANNED RESIDENTIAL DEVELOPMENT FOR MCCORMICK CREEK PHASE 1, LOCATED OFF BURNHAM DRIVE AT 50TH AVENUE NORTHWEST, AND CITY OF GIG HARBOR FILE NO. PL-FPLAT-15-0008 AND PL-PRD-15-0005.

WHEREAS, on April 7, 2010, the City of Gig Harbor Hearing Examiner conditionally granted preliminary plat and preliminary planned residential development (PRD) to McCormick Creek, located on the east side of Burnham Drive at 50th Avenue Northwest; Pierce County Assessor-Treasurer Parcel Number 0222312023, 0222312027, 0222312028, 0222312029, 0222313008, 0222313012, 0222313023, 0222313069 and 0222313070; and

WHEREAS, on April 26, 2010, the City Council approved a Development Agreement for McCormick Creek Plat and PRD, and later amended by the First Amendment to Development Agreement on June 23, 2010; and

WHEREAS, on March 29, 2011, the City Council and the developer terminated the first development agreement and entered into a new development agreement to allow a different phasing schedule and to incorporate additional changes; and

WHEREAS, on July 29, 2014, the City Council approved Amendment No. 1 to the second Development Agreement, allowing the Planning Director to approve modification to the Preliminary Plat and PRD Approvals to reduce the number of lots in the project and undertake a different phasing schedule, which revision was administratively approved on August 14, 2014; and

WHEREAS, on March 13, 2015, the applicant received Civil Plan approval to begin work on constructing the roads and the public and private infrastructure required in the preliminary plat/PRD approval for Phase 1; and

WHEREAS, the applicant has posted a Cash Set Aside Performance Agreement for the public and private infrastructure required in the civil construction of the plat; and

WHEREAS, the street names within the plat were approved by the City on July 13, 2015; and

WHEREAS, an application for final plat and PRD approval was submitted to the City on October 20, 2015 and deemed complete on that same day; and

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

WHEREAS, the City requested revisions on December 2, 2015 to the final plat drawing; and

WHEREAS, the applicant submitted the requested revisions on December 11, 2015; and

WHEREAS, the City requested revisions to the final plat drawing on December 31, 2015; and

WHEREAS, the applicant submitted the requested revisions on January 6, 2016; and

WHEREAS, the City requested revision to the final plat drawing on January 25, 2016; and

WHEREAS, the applicant submitted the requested revision on January 28, 2016; and

WHEREAS, the final drawings of the proposed final plat 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 March 14, 2016; 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, McCormick Creek Plat and PRD, 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; and
2. Conforms to all terms of the preliminary plat and preliminary PRD approvals with cash set aside agreements 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 and PRD approval.

B. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 17.89.080, the McCormick Creek Plat and PRD Phase 1, 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 cash set aside agreement has been accepted in lieu of construction for all uncompleted required landscaping and amenities contained within Phase 1.
5. Meets the requirements of Chapter 58.17 RCW, other acceptable 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 McCormick Creek Plat and PRD Phase 1, File No. PL-FPLAT-15-0008 and PL-PRD-15-0005, subject to the following conditions:

1. The Declaration of Covenants, Conditions and Restrictions for McCormick Creek shall be recorded with the County Auditor prior to the recording of the final plat; and
2. The Release and Termination of Easements from Harbor Hill Maintenance Association No. 1, Gig Harbor Little League Association, McCormick Creek LLC and Loretta Laramore shall be recorded with the County Auditor prior to the recording of the final plat; and

3. The Right-of-Way Dedications from Gig Harbor Little League Association and Loretta Laramore shall be recorded with the County Auditor prior to the recording of the final plat; and
4. The remaining landscape and PRD improvements contained in Phase 1 was secured for with a Cash Set Aside Performance Agreement and shall be completed by the applicant and accepted by the City within the timelines established with the agreement, unless an extension is granted by the Planning Director.

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 14th day of March, 2016.

APPROVED:

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

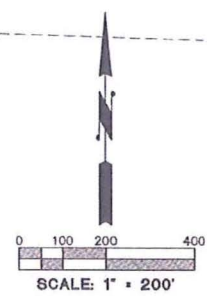
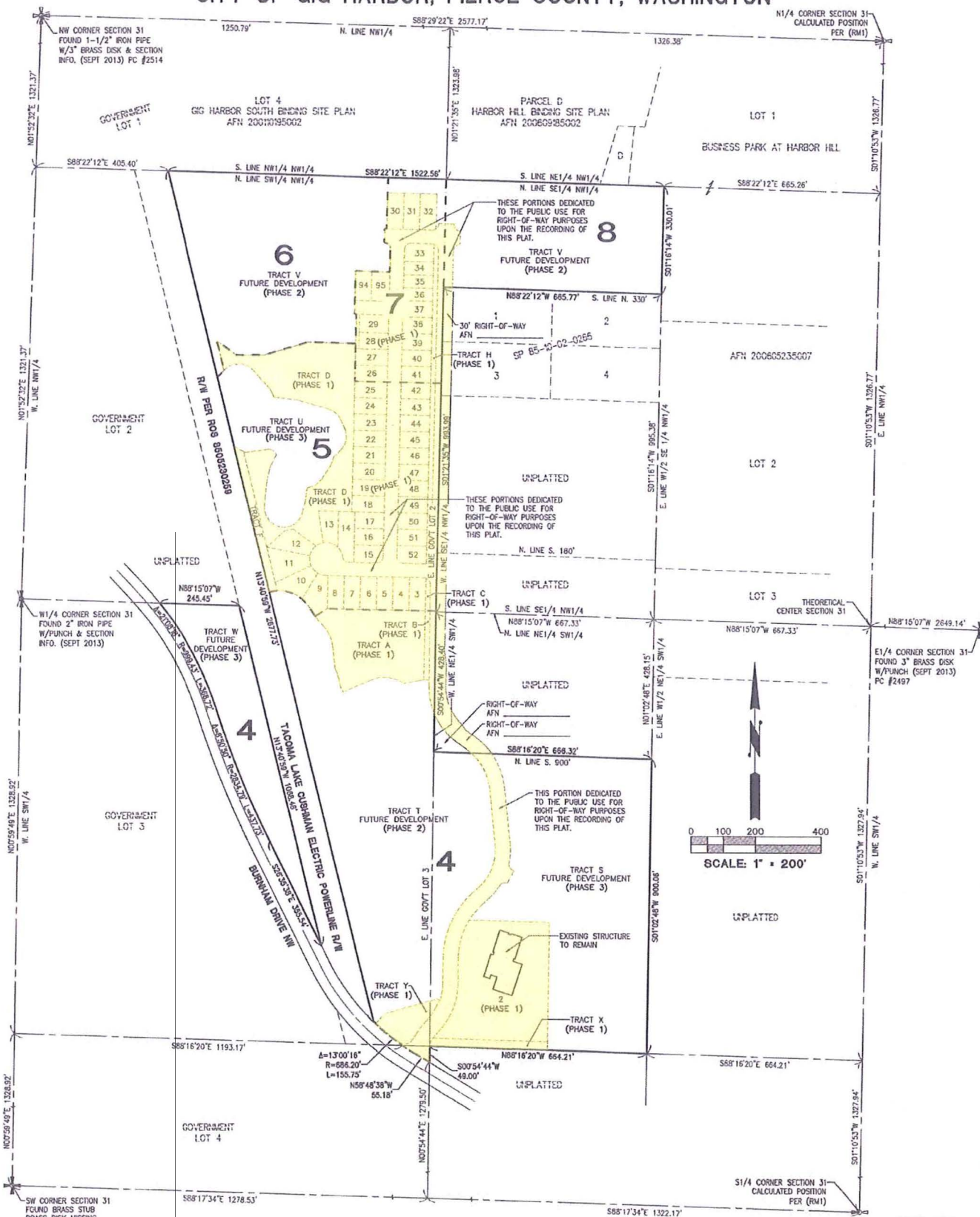
APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

BY: _____
Angela G. Summerfield

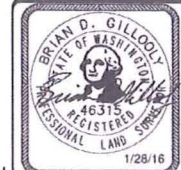
FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO. 1029

McCORMICK CREEK PLAT AND PRD PHASE 1

SW1/4 & SE1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



- LEGEND:**
- FOUND SECTION CORNER AS NOTED
 - FOUND QUARTER CORNER AS NOTED
 - CALCULATED SECTION CORNER AS NOTED
 - CALCULATED QUARTER CORNER
 - (RM1) ROS PER AFN 9502280163



Barghausen Consulting Engineers, Inc.
 Civil Engineering, Land Planning, Surveying, Environmental Services
 18215 72nd Avenue South Kent, WA 98032
 Telephone: (425) 251-6222 Fax: (425) 251-8782

SW1/4 & SE1/4 OF NW1/4 AND NW1/4 & NE1/4 OF SW1/4,
 SEC. 31, T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

SHEET 3 OF 12

File: P:\4000a\14830\Survey\Plats\14830p01.dwg Date/Time: 7/28/2016 6:53 AM Scale: 1:1 KANDERSON Xref: 1:1



Business of the City Council
City of Gig Harbor, WA

Subject: Dedication of Right-of-Way agreements for the McCormick Creek Plat and PRD Phase 1 – Gig Harbor Little League and Loretta Laramore

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

Dept. Origin: Public Works
Prepared by: Trent Ward, P.E.
Senior Engineer

For Agenda of March 14, 2016

Exhibits: Three Dedication of Right-of-Way Agreements
Location Map

	Initial & Date
Concurred by Mayor:	<u>JW 3-9-16</u>
Approved by City Administrator:	<u>PW 3-9-16</u>
Approved as to form by City Atty:	Via email
Approved by Finance Director:	N/A
Approved by Department Head:	<u>AD 3/9/16</u>

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

INFORMATION/BACKGROUND

As required for the McCormick Creek Plat and PRD Phase 1 residential plat, the Gig Harbor Little League and Loretta Laramore are providing the City with Dedication of Rights-of-Way along McCormick Creek Drive frontage for parcel numbers 0222312013, 0222316001 and 0222316003. The additional right-of-way will provide for the necessary frontage improvements and utility purposes associated with the Plat.

BOARD OR COMMITTEE RECOMMENDATION

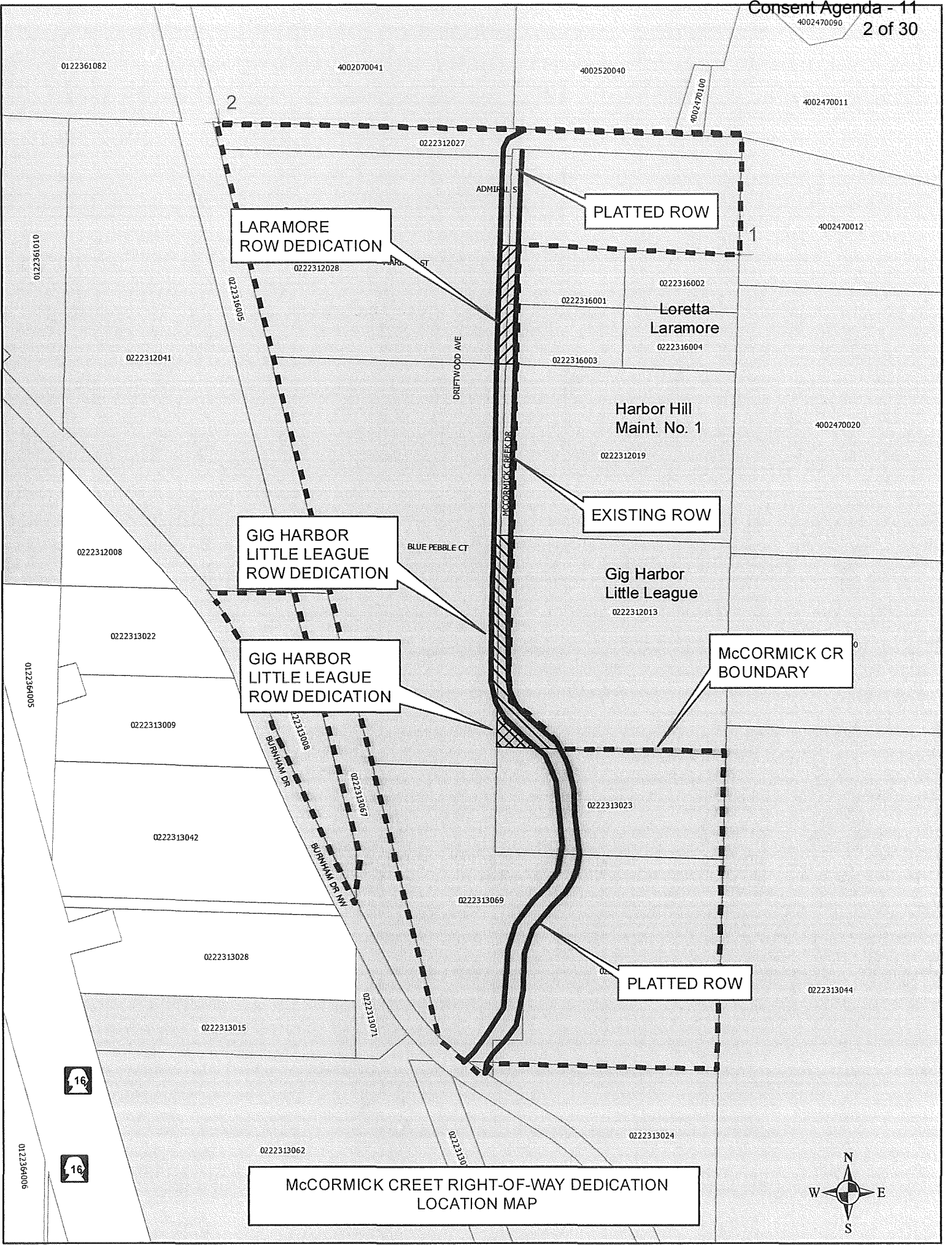
None

FISCAL CONSIDERATION

None

RECOMMENDATION/MOTION

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



McCORMICK CREEK RIGHT-OF-WAY DEDICATION
LOCATION MAP



AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Dedication of Right-of-Way

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

Gig Harbor Little League Association, Peninsula Light Company

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

City of Gig Harbor

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

Section 31, Township 22, Range 02, Quarter 31

Assessor's Property Tax Parcel or Account Number: 0222312013

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

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by Gig Harbor Little League Association, a nonprofit organization, whose mailing address is P.O. Box 2176, Gig Harbor WA 98335-4176, as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor is the contract purchaser under that certain Real Estate Contract recorded under Auditor's File No. 200006230776, in Pierce County, Washington, of the following real property, commonly known as XXX 50th Avenue NW, Gig Harbor, Washington, 98332 (APN 0222312013) and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Peninsula Light Company has a beneficial interest in the Property; and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement area in the Southwest portion of the parcel, containing 5,422 square feet, more or less, to be utilized for right-of-way and utility purposes, and Peninsula Light Company consents to the same;

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

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

Peninsula Light Company hereby consents to the grant herein and to the extent necessary to effectuate the dedication hereby grants the same to the City.

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

IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this 26th day of February, 2016.

GIG HARBOR LITTLE LEAGUE ASSOCIATION

By: [Signature]
Its: DIRECTOR OF OPERATIONS

PENINSULA LIGHT COMPANY

By: [Signature]
Its: CEO, Peninsula (2)

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Ron Brentin is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Director of Operations of GIG HARBOR LITTLE LEAGUE ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-26-2016

NOTARY PUBLIC
STATE OF WASHINGTON
PATRICIA M MCGALLIAN
COMMISSION EXPIRES 01-22-17

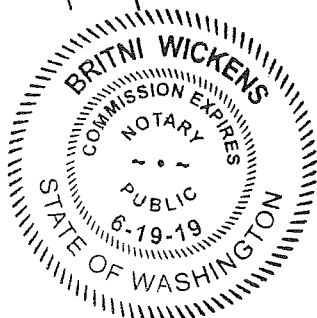
[Additional notaries on following page.]

[Signature]
Printed: Patricia M. McGallian
Notary Public in and for Washington,
Residing at Kitsap County
My appointment expires: 1-22-2017

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

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

DATED: 2/26/2016



Britni Wickens
Printed: Britni Wickens
Notary Public in and for Washington,
Residing at Port Orchard, WA
My appointment expires: 6/19/2019

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

Source: Pierce County Assessor's Office

Parcel Number 0222312013

Section 31 Township 22 Range 02 Quarter 31 : W 1/2 OF NE OF SW (INCL 2.76+- REC
WETLAND & BUFF #9411020163 L2/94 FD) EXC S 900 FT THEREOF & S 180 FT OF W 1/2
OF SE OF NW EASE OF RECORD FORMERLY TCO 27-526 DC121101MJ

EXHIBIT B
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

That portion of the West half of the Northeast Quarter of the Southwest Quarter, of Section 22, Township 22 North, Range 2 East, excluding the South 900 feet, more particularly described as follows:

BEGINNING at the Southwest corner thereof;

THENCE North 00°54'44" East, 116.48 feet along the West line of said Northeast Quarter of the Southwest Quarter to a point on a non-tangent curve, the radius of which bears North 66°54'44" East;

THENCE Southeasterly along the arc of a curve concave to the Northeast, having a radius of 207.00 feet, through a central angle of 31°23'09", and an arc length of 113.39 feet;

THENCE South 54°28'26" East, 31.99 feet to a point of tangency;

THENCE Southeasterly along the arc of a curve to the right, having a radius of 177.00 feet, through a central angle of 07°12'56", and an arc length of 22.29 feet to the North line of said South 900 feet;

THENCE North 88°16'20" West, 115.36 feet along said North line to the POINT OF BEGINNING.

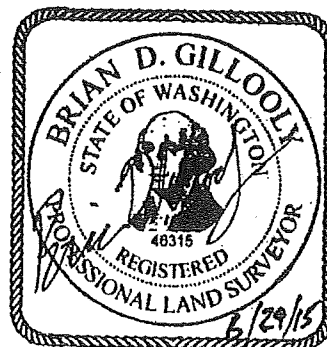
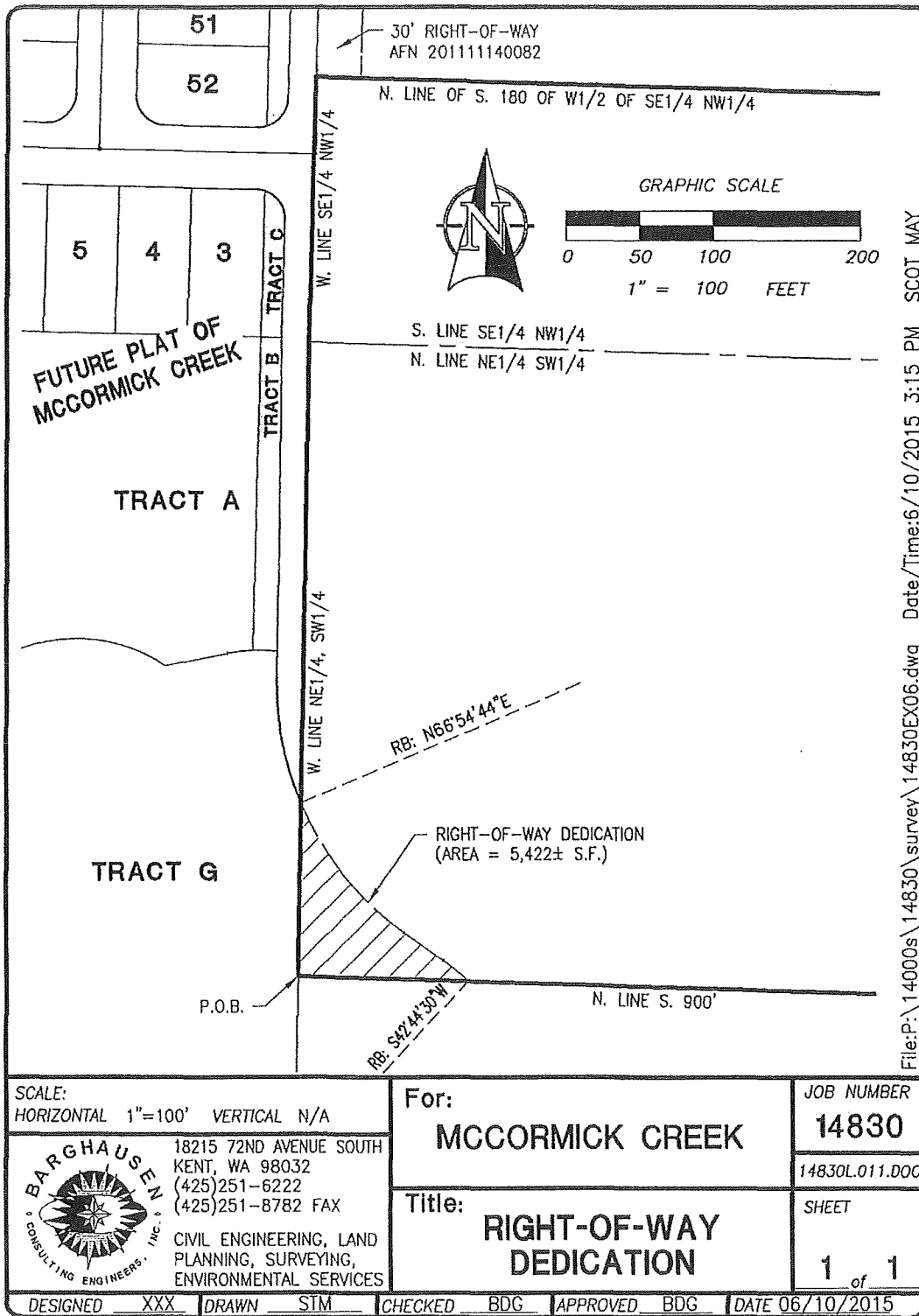


EXHIBIT C
RIGHT-OF-WAY EASEMENT LOCATION MAP



{AXS1408845.DOC;1/00008.900000/ }

REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt
when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Gig Harbor Little League Association</u>	BUYER GRANTEE	2 Name <u>City of Gig Harbor</u>
	Mailing Address <u>P.O. Box 2176</u>		Mailing Address <u>3510 Grandview St.</u>
	City/State/Zip <u>Gig Harbor WA 98335-4176</u>		City/State/Zip <u>Gig Harbor, WA 98335</u>
	Phone No. (including area code) _____		Phone No. (including area code) <u>(253) 853-7617</u>

3 Send all property tax correspondence to: Same as Buyer/Grantee

Name _____
Mailing Address _____
City/State/Zip _____
Phone No. (including area code) _____

List all real and personal property tax parcel account numbers - check box if personal property

<u>0222312013</u>	<input type="checkbox"/>	List assessed value(s) <u>161,500</u>
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____

4 Street address of property: Undetermined Situs

This property is located in Gig Harbor

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Attached

5 Select Land Use Code(s):
45 - Highway and street right of way

enter any additional codes: _____
(See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?

YES NO

6

Is this property designated as forest land per chapter 84.33 RCW? YES NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES NO

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land does does not qualify for continuance.

DEPUTY ASSESSOR

DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-205(4)

Reason for exemption Street Right-of-Way

Type of Document Dedication of Right-of-Way

Date of Document _____

Gross Selling Price \$	0.00
*Personal Property (deduct) \$	_____
Exemption Claimed (deduct) \$	_____
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0050</u> Local \$	0.00
*Delinquent Interest: State \$	_____
Local \$	_____
*Delinquent Penalty \$	_____
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent [Signature]

Name (print) RON BRENTIA

Date & city of signing: 3/1/16 GIG HARBOR

Signature of Grantee or Grantee's Agent _____

Name (print) Jill Guernsey, Mayor

Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

INSTRUCTIONS

Note: To report a transfer of a controlling interest in real property, please use the Real Estate Excise Tax Affidavit Controlling Interest Transfer Return, Revenue Form No. 84-0001B. This form is available online at <http://dor.wa.gov>.

Section 1:

Enter the name(s) of seller/grantor. This is the person(s) conveying interest in the property.

Section 2:

Enter the name(s) of buyer/grantee. This is the person(s) receiving interest in the property.

Section 3:

- Enter the name and address where you would like all future property tax information sent.
- Enter the tax parcel number and current assessed value for real and personal property being conveyed. Check the box to indicate personal property.

Section 4:

- Enter the street address of the property.
- Enter the county if in unincorporated area. Enter city name if located within a municipality.
- Enter the legal description of the property.

Section 5:

- Enter the appropriate land use code for the property. Please list all codes that apply on the lines provided in section 5. See WAC 458-53-030 (5) for a complete list.

09 - Land with mobile home	23 - Apparel and other finished products made from fabrics, leather, and similar materials	33 - Primary metal industries	71 - Cultural activities/nature exhibitions
10 - Land with new building	24 - Lumber and wood products (except furniture)	34 - Fabricated metal products	74 - Recreational activities (golf courses, etc.)
11 - Household, single family units	25 - Furniture and fixtures	35 - Professional scientific and controlling instruments; photographic and optical goods; watches/clocks manufacturing	75 - Resorts and group camps
12 - Multiple family residence (2-4 Units)	26 - Paper and allied products	39 - Miscellaneous manufacturing	80 - Water or mineral right
13 - Multiple family residence (5+ Units)	27 - Printing and publishing	50 - Condominiums-other than residential	81 - Agriculture (not in current use)
14 - Residential condominiums	28 - Chemicals	53 - Retail Trade - general merchandise	83 - Agriculture current use RCW 84.34
15 - Mobile home parks or courts	29 - Petroleum refining and related industries	54 - Retail Trade - food	86 - Standing Timber (separate from land)
16 - Hotels/motels	30 - Rubber and miscellaneous plastic products	58 - Retail trade - eating & drinking (restaurants, bars)	88 - Forest land designated RCW 84.33
17 - Institutional Lodging (convalescent homes, nursing homes, etc.)	31 - Leather and leather products	59 - Tenant occupied, commercial properties	91 - Undeveloped Land (land only)
18 - All other residential not coded	32 - Stone, clay and glass products	64 - Repair services	94 - Open space land RCW 84.34
19 - Vacation and cabin		65 - Professional services (medical, dental, etc.)	95 - Timberland classified RCW 84.34
21 - Food and kindred products			96 - Improvements on leased land
22 - Textile mill products			

Section 6:

Indicate whether the property is designated as forest land per chapter 84.33 RCW, classified as current use (open space, farm, agricultural, or timber) per chapter 84.34 RCW, or receiving special valuation as historic property per chapter 84.26 RCW.

Section 7:

- List personal property included in the selling price of the real property. For example, include tangible (furniture, equipment, etc) and intangible (goodwill, agreement not to compete, etc).
- Use Tax is due on personal property purchased without payment of the sales tax. Use Tax may be reported on your Combined Excise Tax Return or a Consumer Use Tax Return, both available at <http://dor.wa.gov>.
- If you are claiming a tax exemption, cite the specific Washington Administrative Code (WAC) number, section and subsection and provide a brief explanation. Most tax exemptions require specific documentation. Refer to the appropriate WAC to determine documentation requirements. Chapter 458-61A WAC is available online at <http://dor.wa.gov>.
- Enter the type of document (quit claim deed, statutory warranty deed, etc.), and date of document (MM/DD/YYYY)
- Enter the selling price of the property.
- **Selling price:** For tax purposes, the selling price is the true and fair value of the property conveyed. When property is conveyed in an arm's length transaction between unrelated persons for valuable consideration, there is a presumption that the selling price is equal to the total consideration paid or contracted to be paid, including any indebtedness. Refer to RCW 82.45.030 for more information about selling price.
- **Deduct the amount of personal property included in the selling price.**
- **Deduct the amount of tax exemption claimed per chapter 458-61A WAC.**
- **Due Date, Interest and Penalties:** Tax is due at the time of sale/transfer. If tax is not paid within one month of the date of sale/transfer, interest and penalties will apply. The interest rate is variable and determined per RCW 82.32.050. Delinquent penalties are 5% one month after the due date; 10% two months after the due date; and 20% three months after the due date. (RCW 82.45.100)
- **State Technology Fee:** A \$5.00 Electronic Technology Fee that is due on all transactions. (82.45.180)
- **Affidavit Processing Fee:** A minimum of \$5.00 shall be collected in the form of tax and processing fee. A processing fee is due on all transactions where no tax is due and on all taxable transactions where the tax due is less than \$5.00. (RCW 82.45.180)

Section 8:

Both grantor (seller) and grantee (buyer), or the agent of each, must sign this form, certifying that all the information provided is correct. Note: Original signatures required on the "County Treasurer" copy. Signatures may be required on the "Assessors" copy. Check with your county.

Audit:

Information you provide on this form is subject to audit by the Department of Revenue. Underpayments of tax will result in the issuance of a tax assessment with interest and penalties. Note: in the event of an audit, it is the taxpayers' responsibility to provide documentation to support the selling price or any exemption claimed. This documentation must be maintained for a minimum of four years from date of sale. (RCW 82.45.100)

Ruling requests:

You may request a ruling on the taxability of the property transfer. Go to our website at dor.wa.gov/rulings or fax your request to (360) 705-6655.

Where to send completed forms:

Completed forms must be submitted to the County Treasurer's or Recorder's Office where the property is located.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Dedication of Right-of-Way

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

Loretta Laramore

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

City of Gig Harbor

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

Section 31, Township 22, Range 02, Quarter 24

Assessor's Property Tax Parcel or Account Number: 0222316001, 0222316003

Reference Number(s) of Documents assigned or released: AFN 8510020266

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by Loretta Laramore, an unmarried individual, whose mailing address is P.O. Box 150, Tacoma Wa, as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as XXX 106th Street Court NW, Gig Harbor, Washington, 98332 (APN 0222316001 and 0222316003) and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement consisting of the West 30 feet of Lot 1 and the West 30 feet of Lot 3 of Pierce County Short Plat 8510020266, containing 9957 square feet, more or less, to be utilized for right-of-way and utility purposes;

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

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

[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this _____ day of _____, 201__.

GRANTOR:

By: Loretta Laramore
Its: _____
Print Name: LORETTA LARAMORE

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

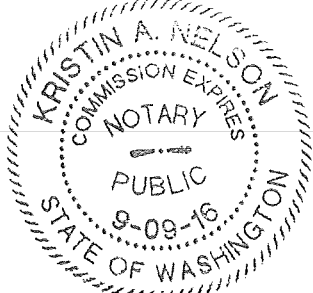
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Loretta Laramore is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the

_____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12.30.2015



Kristin A. Nelson
Printed: Kristin A Nelson
Notary Public in and for Washington,
Residing at Federal Way
My appointment expires: 09.09.2016

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

Source: Pierce County Assessor's Office

Parcel Number 0222316001

Section 31 Township 22 Range 02 Quarter 24 : L 1 OF SHORT PLAT 85-10-02-0266
TOG/W EASE OF RECORD OUT OF 2-018 SEG W-1067 MS ES

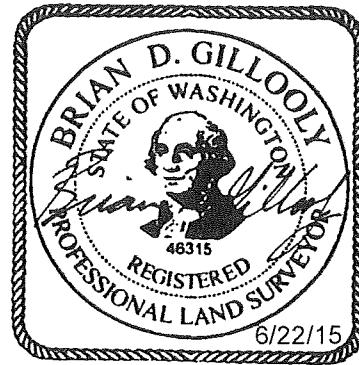
Parcel Number 0222316003

Section 31 Township 22 Range 02 Quarter 24 : L 3 OF SHORT PLAT 85-10-02-0266
TOG/W EASE OF RECORD OUT OF 2-018 SEG W-1067 MS ES

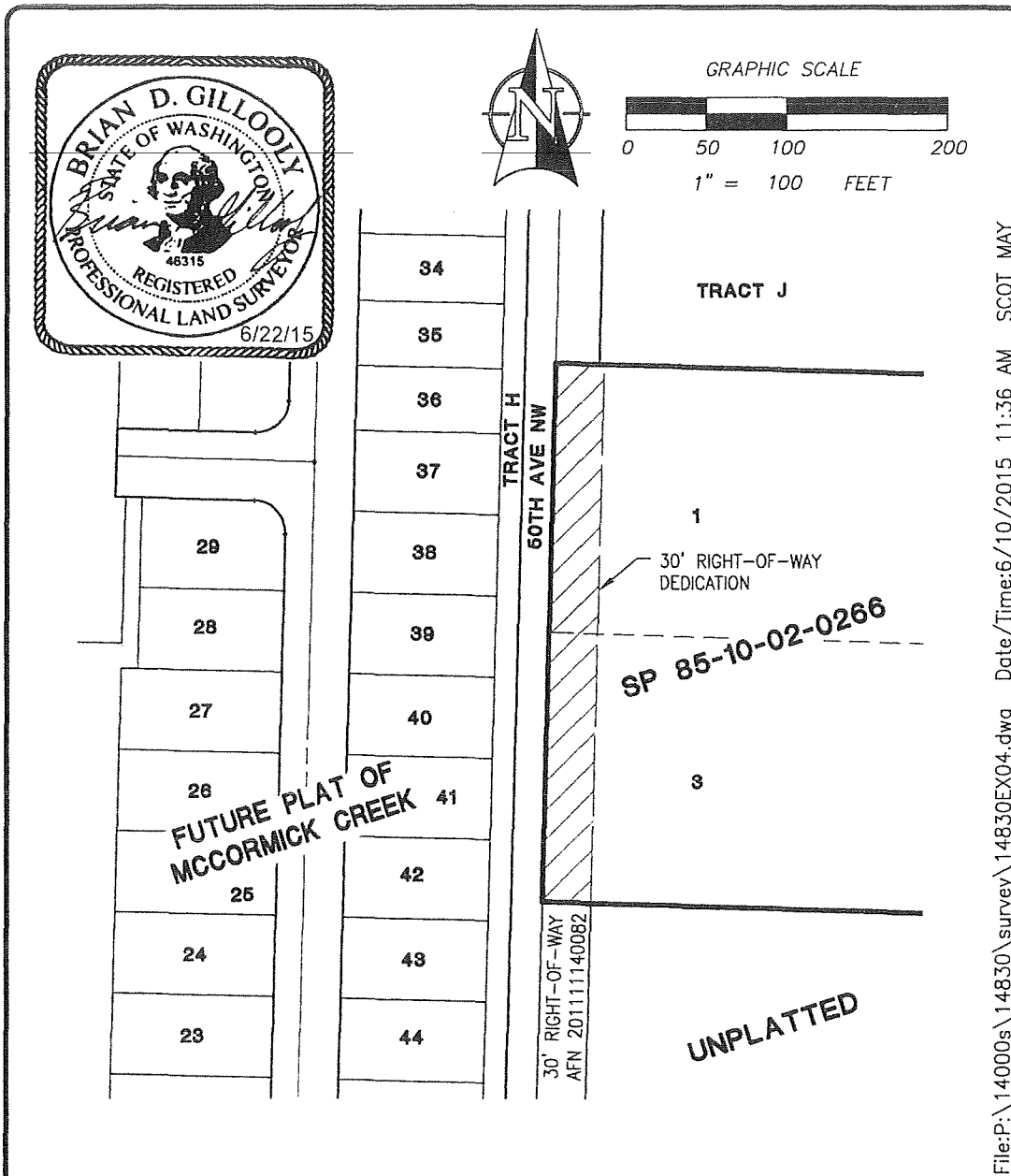
EXHIBIT B
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION


The West 30 feet of Lot 1 and the West 30 feet of Lot 3, Pierce County Short Plat 85-10-02-0266, recorded under Auditor's File No. 8510020266, records of Pierce County, Washington.

Containing 9,957 square feet, more or less.



**EXHIBIT C
RIGHT-OF-WAY EASEMENT LOCATION MAP**



SCALE: HORIZONTAL 1"=100' VERTICAL N/A		For: MCCORMICK CREEK		JOB NUMBER 14830	
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX		Title: RIGHT-OF-WAY DEDICATION		14830L.009.DOC SHEET 1 of 1	
DESIGNED	XXX	DRAWN	STM	CHECKED	BDG
APPROVED	BDG	DATE 06/10/2015			

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Loretta Laramore</u>	BUYER GRANTEE	2 Name <u>City of Gig Harbor</u>
	Mailing Address <u>P.O. Box 150</u>		Mailing Address <u>3510 Grandview Street</u>
	City/State/Zip <u>Tacoma, WA 98401-0150</u>		City/State/Zip <u>Gig Harbor, WA 98335</u>
	Phone No. (including area code) _____		Phone No. (including area code) <u>(253) 851-8136</u>
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	
Name _____		0222316001 portion of <input type="checkbox"/>	
Mailing Address _____		0222316003 portion of <input type="checkbox"/>	
City/State/Zip _____		<input type="checkbox"/>	
Phone No. (including area code) _____		<input type="checkbox"/>	
		List assessed value(s)	

4 Street address of property: XXX 106th Street Court N.W.

This property is located in Gig Harbor

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See attached.

5 Select Land Use Code(s):
45 - Highway and street right of way

enter any additional codes: 45

(See back of last page for instructions)

	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land does does not qualify for continuance.

DEPUTY ASSESSOR DATE

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-205(4)

Reason for exemption _____
Street ROW _____

Type of Document Dedication of Right-of-Way

Date of Document _____

Gross Selling Price	\$ _____
*Personal Property (deduct)	\$ _____
Exemption Claimed (deduct)	\$ _____
Taxable Selling Price	\$ _____ 0.00
Excise Tax : State	\$ _____ 0.00
<u>0.0050</u> Local	\$ _____ 0.00
*Delinquent Interest: State	\$ _____
Local	\$ _____
*Delinquent Penalty	\$ _____
Subtotal	\$ _____ 0.00
*State Technology Fee	\$ _____ 5.00
*Affidavit Processing Fee	\$ _____ 5.00
Total Due	\$ _____ 10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Loretta Laramore</u>	Signature of Grantee or Grantee's Agent _____
Name (print) <u>LORETTA LARAMORE</u>	Name (print) _____
Date & city of signing: <u>1/27/16 Tacoma, wa.</u>	Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

INSTRUCTIONS

Note: To report a transfer of a controlling interest in real property, please use the Real Estate Excise Tax Affidavit Controlling Interest Transfer Return, Revenue Form No. 84-0001B. This form is available online at <http://dor.wa.gov>.

Section 1:

Enter the name(s) of seller/grantor. This is the person(s) conveying interest in the property.

Section 2:

Enter the name(s) of buyer/grantee. This is the person(s) receiving interest in the property.

Section 3:

- Enter the name and address where you would like all future property tax information sent.
- Enter the tax parcel number and current assessed value for real and personal property being conveyed. Check the box to indicate personal property.

Section 4:

- Enter the street address of the property.
- Enter the county if in unincorporated area. Enter city name if located within a municipality.
- Enter the legal description of the property.

Section 5:

- Enter the appropriate land use code for the property. Please list all codes that apply on the lines provided in section 5. See WAC 458-53-030 (5) for a complete list.

- | | | | |
|--|--|--|---|
| ▪ 09 - Land with mobile home | ▪ 23 - Apparel and other finished products made from fabrics, leather, and similar materials | ▪ 33 - Primary metal industries | ▪ 71 - Cultural activities/nature exhibitions |
| ▪ 10 - Land with new building | ▪ 24 - Lumber and wood products (except furniture) | ▪ 34 - Fabricated metal products | ▪ 74 - Recreational activities (golf courses, etc.) |
| ▪ 11 - Household, single family units | ▪ 25 - Furniture and fixtures | ▪ 35 - Professional scientific and controlling instruments; photographic and optical goods; watches/clocks manufacturing | ▪ 75 - Resorts and group camps |
| ▪ 12 - Multiple family residence (2-4 Units) | ▪ 26 - Paper and allied products | ▪ 39 - Miscellaneous manufacturing | ▪ 80 - Water or mineral right |
| ▪ 13 - Multiple family residence (5+ Units) | ▪ 27 - Printing and publishing | ▪ 50 - Condominiums-other than residential | ▪ 81 - Agriculture (not in current use) |
| ▪ 14 - Residential condominiums | ▪ 28 - Chemicals | ▪ 53 - Retail Trade - general merchandise | ▪ 83 - Agriculture current use RCW 84.34 |
| ▪ 15 - Mobile home parks or courts | ▪ 29 - Petroleum refining and related industries | ▪ 54 - Retail Trade - food | ▪ 86 - Standing Timber (separate from land) |
| ▪ 16 - Hotels/motels | ▪ 30 - Rubber and miscellaneous plastic products | ▪ 58 - Retail trade - eating & drinking (restaurants, bars) | ▪ 88 - Forest land designated RCW 84.33 |
| ▪ 17 - Institutional Lodging (convalescent homes, nursing homes, etc.) | ▪ 31 - Leather and leather products | ▪ 59 - Tenant occupied, commercial properties | ▪ 91 - Undeveloped Land (land only) |
| ▪ 18 - All other residential not coded | ▪ 32 - Stone, clay and glass products | ▪ 64 - Repair services | ▪ 94 - Open space land RCW 84.34 |
| ▪ 19 - Vacation and cabin | | ▪ 65 - Professional services (medical, dental, etc.) | ▪ 95 - Timberland classified RCW 84.34 |
| ▪ 21 - Food and kindred products | | | ▪ 96 - Improvements on leased land |
| ▪ 22 - Textile mill products | | | |

Section 6:

Indicate whether the property is designated as forest land per chapter 84.33 RCW, classified as current use (open space, farm, agricultural, or timber) per chapter 84.34 RCW, or receiving special valuation as historic property per chapter 84.26 RCW.

Section 7:

- List personal property included in the selling price of the real property. For example, include tangible (furniture, equipment, etc) and intangible (goodwill, agreement not to compete, etc).
- Use Tax is due on personal property purchased without payment of the sales tax. Use Tax may be reported on your Combined Excise Tax Return or a Consumer Use Tax Return, both available at <http://dor.wa.gov>.
- If you are claiming a tax exemption, cite the specific Washington Administrative Code (WAC) number, section and subsection and provide a brief explanation. Most tax exemptions require specific documentation. Refer to the appropriate WAC to determine documentation requirements. Chapter 458-61A WAC is available online at <http://dor.wa.gov>.
- Enter the type of document (quit claim deed, statutory warranty deed, etc.), and date of document (MM/DD/YYYY)
- Enter the selling price of the property.
- Selling price: For tax purposes, the selling price is the true and fair value of the property conveyed. When property is conveyed in an arm's length transaction between unrelated persons for valuable consideration, there is a presumption that the selling price is equal to the total consideration paid or contracted to be paid, including any indebtedness. Refer to RCW 82.45.030 for more information about selling price.
- Deduct the amount of personal property included in the selling price.
- Deduct the amount of tax exemption claimed per chapter 458-61A WAC.
- Due Date, Interest and Penalties: Tax is due at the time of sale/transfer. If tax is not paid within one month of the date of sale/transfer, interest and penalties will apply. The interest rate is variable and determined per RCW 82.32.050. Delinquent penalties are 5% one month after the due date; 10% two months after the due date; and 20% three months after the due date. (RCW 82.45.100)
- State Technology Fee: A \$5.00 Electronic Technology Fee that is due on all transactions. (82.45.180)
- Affidavit Processing Fee: A minimum of \$5.00 shall be collected in the form of tax and processing fee. A processing fee is due on all transactions where no tax is due and on all taxable transactions where the tax due is less than \$5.00. (RCW 82.45.180)

Section 8:

Both grantor (seller) and grantee (buyer), or the agent of each, must sign this form, certifying that all the information provided is correct. Note: Original signatures required on the "County Treasurer" copy. Signatures may be required on the "Assessors" copy. Check with your county.

Audit:

Information you provide on this form is subject to audit by the Department of Revenue. Underpayments of tax will result in the issuance of a tax assessment with interest and penalties. Note: in the event of an audit, it is the taxpayers' responsibility to provide documentation to support the selling price or any exemption claimed. This documentation must be maintained for a minimum of four years from date of sale. (RCW 82.45.100)

Ruling requests:

You may request a ruling on the taxability of the property transfer. Go to our website at dor.wa.gov/rulings or fax your request to (360) 705-6655.

Where to send completed forms:

Completed forms must be submitted to the County Treasurer's or Recorder's Office where the property is located.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Dedication of Right-of-Way

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

Gig Harbor Little League Association

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

City of Gig Harbor

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

Section 31, Township 22, Range 02, Quarter 24

Assessor's Property Tax Parcel or Account Number: 0222312013

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

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by Gig Harbor Little League Association, a nonprofit organization, whose mailing address is P.O. Box 2176, Gig Harbor WA 98335-4176, as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor is the contract purchaser under that certain Real Estate Contract recorded under Auditors File No. 200006230776, in Pierce County, Washington of the following real property, commonly known as XXX 50th Avenue NW, Gig Harbor, Washington, 98332 (APN 0222312013) and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Peninsula Light Company has a beneficial interest in the Property; and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement with a meandering centerline of varying width along the West portion of the parcel, containing 24,300 square feet, more or less, to be utilized for right-of-way and utility purposes, and Peninsula Light Company consents to the same;

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

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

Peninsula Light Company hereby consents to the grant herein and to the extent necessary to effectuate the dedication hereby grants the same to the City.

[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this 26th day of February, 2016.

GIG HARBOR LITTLE LEAGUE ASSOCIATION

By: [Signature]
Its: Director of Operations
Print Name: Paul Brentler

PENINSULA LIGHT COMPANY

By: [Signature]
Its: CEO, Penlight
Print Name: JAFAR TAGHAVI

B

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Ron Brentin is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Director of Operations of GIG HARBOR LITTLE LEAGUE ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

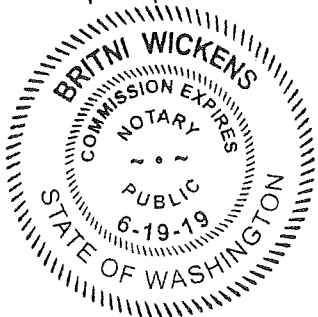
DATED: 2-26-2016

NOTARY PUBLIC STATE OF WASHINGTON PATRICIA M MCGALLIAN COMMISSION EXPIRES 01-22-17	<u>Patricia M. McCall</u> Printed: <u>Patricia M. McCallian</u> Notary Public in and for Washington, Residing at <u>Kitsap County</u> My appointment expires: <u>1-22-2017</u>
---	--

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

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

DATED: 2/26/2016



<u>Britni Wickens</u> Printed: <u>Britni Wickens</u> Notary Public in and for Washington, Residing at <u>Port Orchard WA</u> My appointment expires: <u>6/19/2019</u>

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

Source: Pierce County Assessor's Office

Parcel Number 0222312013

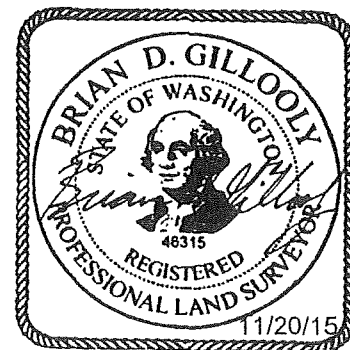
Section 31 Township 22 Range 02 Quarter 31 : W 1/2 OF NE OF SW (INCL 2.76+-
REC WETLAND & BUFF #9411020163 L2/94 FD) EXC S 900 FT THEREOF & S 180
FT OF W 1/2 OF SE OF NW EASE OF RECORD FORMERLY TCO 27-526
DC121101MJ

EXHIBIT B
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

That portion of the West 1/2 of the Northeast Quarter of the Southwest Quarter, of Section 22, Township 22 North, Range 2 East, AND the South 180 feet of the West 1/2 of the Southeast Quarter of the Northwest Quarter, of Section 22, Township 22 North, Range 2 East, Willamette meridian, more particularly described as follows:

BEGINNING at the Northwest corner of said South 180 feet;
THENCE South 88°15'07" East, 30.00 feet along the North line of said South 180 feet to a line parallel with and 30.00 feet East of the West line of said Southeast quarter of the Northwest quarter;
THENCE South 01°21'35" West, 179.80 feet;
THENCE South 01°23'22" West, 121.21 feet;
THENCE South 07°18'28" East, 39.68 feet;
THENCE South 01°23'22" West, 64.43 feet to a point on a non-tangent curve, the radius of which bears South 88°07'39" East;
THENCE Southerly along the arc of a curve concave to the East, having a radius of 155.00 feet, through a central angle of 46°53'20", and an arc length of 126.85 feet;
THENCE South 36°49'03" East, 26.73 feet;
THENCE South 54°28'26" East, 31.99 feet to a point of tangency;
THENCE Southeasterly along the arc of a curve to the right, having a radius of 223.00 feet, through a central angle of 19°24'36", and an arc length of 75.55 feet to the North Line of the South 900 feet of said Northeast quarter of the Southwest Quarter ;
THENCE North 88°16'20" West, 62.43 feet along said North line to a point on a non-tangent curve, the radius of which bears South 42°44'30" West;
THENCE Northwesterly along the arc of a curve concave to the Southwest, having a radius of 177.00 feet, through a central angle of 07°12'56", and an arc length of 22.29 feet;
THENCE North 54°28'26" West, 31.99 feet to a point of tangency;
THENCE Northwesterly along the arc of a curve to the right, having a radius of 207.00 feet, through a central angle of 31°23'09", and an arc length of 113.39 feet to the West line of the Northeast quarter of the Southwest quarter;
THENCE North 00°54'44" East, 311.92 feet along said West line ;
THENCE North 01°21'35" East, 180.00 feet along the West line of the Southeast quarter of the Northwest quarter to the TRUE POINT OF BEGINNING.

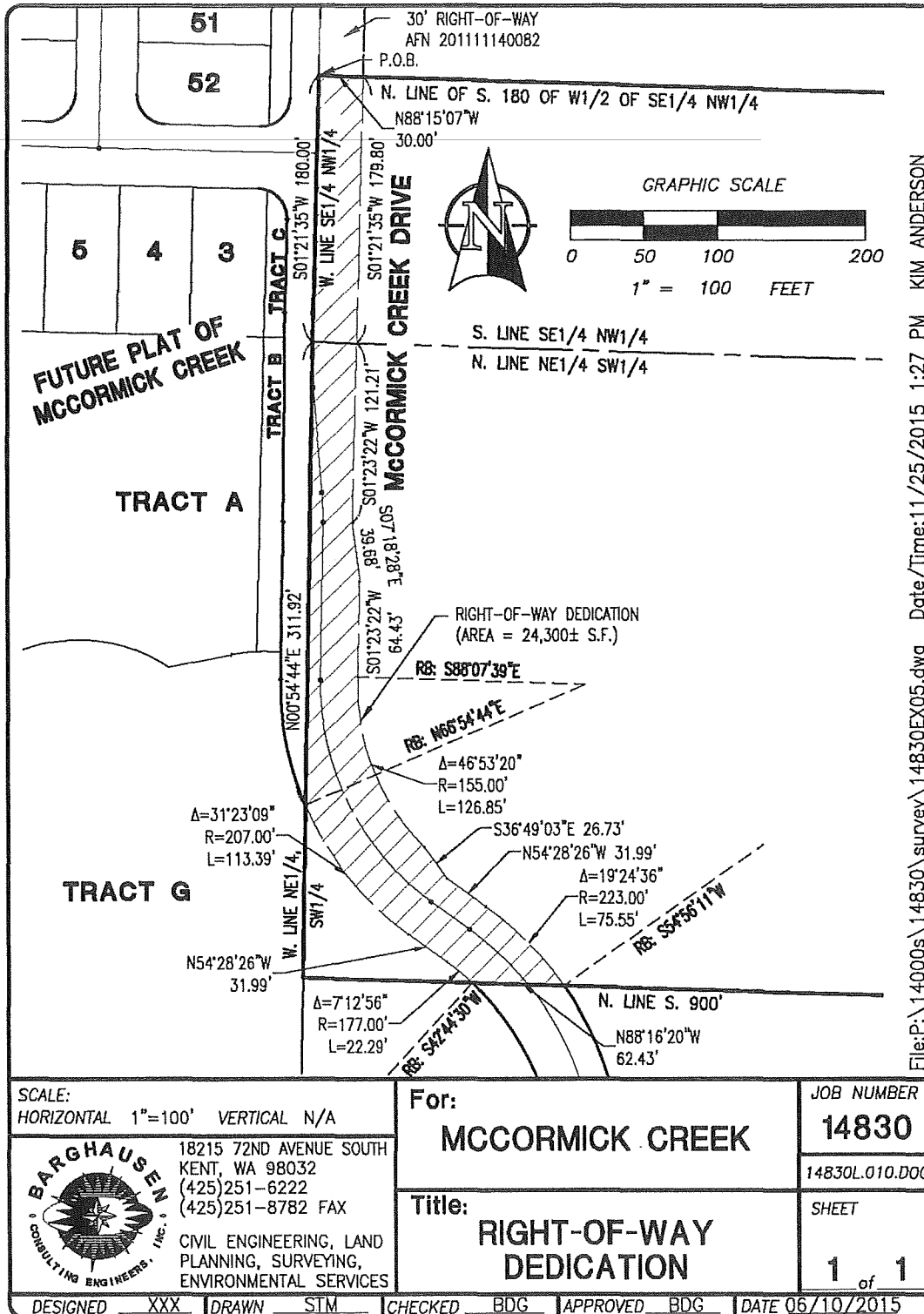
Containing 24,300 square feet, more or less.




Project Name: McCormick Creek
July 14, 2015
Revised: November 20, 2015

BDG/STM
14830L.010.doc

EXHIBIT C
RIGHT-OF-WAY EASEMENT LOCATION MAP



File: P:\14000s\14830\survey\14830EX05.dwg Date/Time: 11/25/2015 1:27 PM KIM ANDERSON

SCALE: HORIZONTAL 1"=100' VERTICAL N/A  18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	For: MCCORMICK CREEK	JOB NUMBER 14830
	Title: RIGHT-OF-WAY DEDICATION	SHEET 1 of 1
DESIGNED <u>XXX</u> DRAWN <u>STM</u> CHECKED <u>BDG</u> APPROVED <u>BDG</u> DATE <u>06/10/2015</u>		

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Gig Harbor Little League Association</u>	BUYER GRANTEE	2 Name <u>City of Gig Harbor</u>
	Mailing Address <u>P.O. Box 2176</u>		Mailing Address <u>3510 Grandview St.</u>
	City/State/Zip <u>Gig Harbor WA 98335-4176</u>		City/State/Zip <u>Gig Harbor, WA 98335</u>
	Phone No. (including area code) _____		Phone No. (including area code) <u>(253) 853-7617</u>

3 Send all property tax correspondence to: Same as Buyer/Grantee

Name _____

Mailing Address _____

City/State/Zip _____

Phone No. (including area code) _____

List all real and personal property tax parcel account numbers - check box if personal property

0222312013	<input type="checkbox"/>	List assessed value(s)	161,500
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____

4 Street address of property: Undetermined Situs

This property is located in Gig Harbor

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Attached

5 Select Land Use Code(s):

45 - Highway and street right of way

enter any additional codes: _____

(See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?

YES NO

6 Is this property designated as forest land per chapter 84.33 RCW? YES NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES NO

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land does does not qualify for continuance.

DEPUTY ASSESSOR _____ DATE _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE _____

PRINT NAME _____

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-205(4)

Reason for exemption _____

Street Right-of-Way _____

Type of Document Dedication of Right-of-Way

Date of Document _____

Gross Selling Price \$	0.00
*Personal Property (deduct) \$	_____
Exemption Claimed (deduct) \$	_____
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<u>0.0050</u> Local \$	0.00
*Delinquent Interest: State \$	_____
Local \$	_____
*Delinquent Penalty \$	_____
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent Ronal Brentia Signature of Grantee or Grantee's Agent _____

Name (print) RONAL BRENTIA Name (print) Jill Guernsey, Mayor

Date & city of signing: 5/16 GIG HARBOR Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

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Section 2:

Enter the name(s) of buyer/grantee. This is the person(s) receiving interest in the property.

Section 3:

- Enter the name and address where you would like all future property tax information sent.
- Enter the tax parcel number and current assessed value for real and personal property being conveyed. Check the box to indicate personal property.

Section 4:

- Enter the street address of the property.
- Enter the county if in unincorporated area. Enter city name if located within a municipality.
- Enter the legal description of the property.

Section 5:

- Enter the appropriate land use code for the property. Please list all codes that apply on the lines provided in section 5. See WAC 458-53-030 (5) for a complete list.

▪ 09 - Land with mobile home	▪ 23 - Apparel and other finished products made from fabrics, leather, and similar materials	▪ 33 - Primary metal industries	▪ 71 - Cultural activities/nature exhibitions
▪ 10 - Land with new building	▪ 24 - Lumber and wood products (except furniture)	▪ 34 - Fabricated metal products	▪ 74 - Recreational activities (golf courses, etc.)
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▪ 22 - Textile mill products			

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Indicate whether the property is designated as forest land per chapter 84.33 RCW, classified as current use (open space, farm, agricultural, or timber) per chapter 84.34 RCW, or receiving special valuation as historic property per chapter 84.26 RCW.

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- Enter the type of document (quit claim deed, statutory warranty deed, etc.), and date of document (MM/DD/YYYY)
- Enter the selling price of the property.
- **Selling price:** For tax purposes, the selling price is the true and fair value of the property conveyed. When property is conveyed in an arm's length transaction between unrelated persons for valuable consideration, there is a presumption that the selling price is equal to the total consideration paid or contracted to be paid, including any indebtedness. Refer to RCW 82.45.020 for more information about selling price.
- **Deduct the amount of personal property included in the selling price.**
- **Deduct the amount of tax exemption claimed per chapter 458-61A WAC.**
- **Due Date, Interest and Penalties:** Tax is due at the time of sale/transfer. If tax is not paid within one month of the date of sale/transfer, interest and penalties will apply. The interest rate is variable and determined per RCW 82.32.050. Delinquent penalties are 5% one month after the due date; 10% two months after the due date; and 20% three months after the due date. (RCW 82.45.100)
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Both grantor (seller) and grantee (buyer), or the agent of each, must sign this form, certifying that all the information provided is correct. Note: Original signatures required on the "County Treasurer" copy. Signatures may be required on the "Assessors" copy. Check with your county.

Audit:

Information you provide on this form is subject to audit by the Department of Revenue. Underpayments of tax will result in the issuance of a tax assessment with interest and penalties. Note: in the event of an audit, it is the taxpayers' responsibility to provide documentation to support the selling price or any exemption claimed. This documentation must be maintained for a minimum of four years from date of sale. (RCW 82.45.100)

Ruling requests:

You may request a ruling on the taxability of the property transfer. Go to our website at dor.wa.gov/rulings or fax your request to (360) 705-6655.

Where to send completed forms:

Completed forms must be submitted to the County Treasurer's or Recorder's Office where the property is located.



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

Subject: Briar Hollow Stormwater Facility
Phase I Environmental Site Assessment –
Professional Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute a Professional Services Contract with HydroCon Environmental, LLC, in an amount not exceed \$3,935.00.

Dept. Origin: Public Works/Engineering

Prepared by: Wayne Matthews
Engineering Technician

For Agenda of: March 14, 2016

Exhibits: Professional Services Contract
Exhibits A and B

	Initial & Date
Concurred by Mayor:	JL 3-7-16
Approved by City Administrator:	Ron W 3/7/16
Approved as to form by City Atty:	by email 3.3.16
Approved by Finance Director:	SR 3/7/16
Approved by Public Works Director:	JDX 3/4/16
Approved by City Engineer:	3-4-16

Expenditure Required	\$3,935.00	Amount Budgeted	\$15,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Pierce County has informally proposed to donate to the City at zero cost an existing storm water detention facility, located within the City’s existing Briar Hollow subdivision. Briar Hollow is located just south of Briarwood Ave. This particular facility is unique in that it is currently owned and maintained by Pierce County and was never transferred to the City during the original City annexation process that occurred in the late 1990’s. The site receives stormwater from City streets. This contract provides for the required Phase I Level environmental site assessment, and is the first step in the City consideration of the procurement of the property parcel.

FISCAL CONSIDERATION

Funding for this contract will be from allocated 2015/2016 NPDES budget, in the amount of \$15,000. In City conversations with the Department of Ecology, Ecology has committed to reimbursing the City for the cost of this assessment.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Professional Services Contract with HydroCon Environmental, LLC, in an amount not exceed \$3,935.00.



Business of the City Council City of Gig Harbor, WA

Subject: Briar Hollow Stormwater Facility
Phase I Environmental Site Assessment –
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Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

Handwritten signatures and dates:
 [Signature] 3-7-16
 [Signature] 3/7/16
 by email 3-3-16
 [Signature] 3/7/16
 [Signature] 3/4/16
 [Signature] 3-4-16

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BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Professional Services Contract with HydroCon Environmental, LLC, in an amount not exceed \$3,935.00.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HYDROCON ENVIRONMENTAL, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and HydroCon Environmental, LLC, a limited liability company organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in a Phase I Environmental Site Assessment and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Thousand, Nine Hundred, Thirty Five Dollars and Zero Cents (\$3,935.00) 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, 2017; 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:
HydroCon Environmental, LLC
ATTN: Roger Gresh
510 Allen St., Suite B
Kelso, WA 98626

City of Gig Harbor
ATTN: Wayne Matthews
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



January 26, 2016

Transmitted via email to matthewsw@cityofgigharbor.net

Mr. Wayne Matthews, Engineering Technician
City of Gig Harbor
Engineering Department
3510 Grandview Street
Gig Harbor, Washington 98335

Phone: 253-853-2646

Email: matthewsw@cityofgigharbor.net

**RE: Professional Engineering Services Proposal for
Phase I Environmental Site Assessment and Limited Soil Sampling at the Briarwood
Hollow Stormwater Facility; APNs 2643000250 & 9221203066**

Mr. Matthews,

HydroCon Environmental, LLC (HydroCon) appreciates the opportunity to present this proposal for professional engineering services to perform an environmental exploratory survey, soil sampling and preparation of a Phase I Environmental Site Assessment (Phase I ESA) at the Briarwood Hollow Stormwater Facility in Gig Harbor, Washington (the "site").

BACKGROUND

According to information provided in the City of Gig Harbor's January 11, 2016 Request for Proposal (RFP), the site consists of two parcels (Parcel #: 2643000250, which are the Briarwood Hollow Stormwater Facility and 9221203066). The total land area of both parcels is approximately 1.15 acres. The northern parcel (Parcel ID: 2643000250) receives stormwater runoff from the nearby private residences where it is temporarily stored in an infiltration basin. Overflow stormwater is routed, via culvert, to the south adjacent undeveloped lot (Parcel ID: 9221203066). The land is being donated to the City of Gig Harbor by Pierce County.

SCOPE OF WORK

HydroCon will conduct a Phase I ESA and Limited Soil Sampling at the site. The scope of work is designed to meet the standard practice for conducting a Phase I ESA, contained in the American

Society for Testing and Materials (ASTM) Standard Practice E1527-13, and the “all appropriate inquires” (AAI) standard under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) in 40 CFR Part 312. The Phase I ESA will be directed by an engineer with relevant education and experience in performing Phase I ESAs. HydroCon has developed this scope of work for the Phase I ESA to provide the necessary information regarding the potential for impact to site environmental media, permitting the user to satisfy one of the requirements to qualify for the bona fide prospective purchaser, innocent landowner, and/or contiguous property owner limitation on CERCLA liabilities.

The purpose of the Phase I ESA is to identify “recognized environmental conditions” (RECs). RECs are defined in ASTM E1527-13 as the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substance or petroleum products into structures on the property, or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products used even under conditions in compliance with the laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

HydroCon will conduct AAI regarding the potential for RECs at the site. AAI means an appropriate level of assessment, balancing time and cost demands with an adequate reduction in uncertainty regarding unknown conditions as consistent with CERCLA §101(35)(B)(iii).

The scope of work for the Phase I ESA specifically excludes evaluation of the following issues:

- ☒ Asbestos-Containing Materials (ACM);
- ☒ Radon;
- ☒ Lead-Based Paint;
- ☒ Lead in Drinking Water;
- ☒ Wetlands Review;
- ☒ Regulatory Compliance;
- ☒ Cultural and Historic Resources;
- ☒ Industrial Hygiene;
- ☒ Health and Safety;
- ☒ Ecological Resources;
- ☒ Endangered Species;
- ☒ Indoor Air Quality;
- ☒ Biological Agents;

- Toxic Fungus and Mold; and
- High-Voltage Power Lines.

No environmental assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a site. Performance of a Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a site.

REVIEW OF REGULATORY AGENCY RECORDS

HydroCon will utilize a records research entity to search publicly available state and federal environmental databases within the ASTM-specified distances. This proposal includes completion of a regulatory file request for the site and/or adjacent properties if identified in the standard environmental databases. HydroCon will review regulatory files received before the agreed-upon timeframe for this scope of work has concluded.

HISTORICAL LAND USE

HydroCon will review available sources of historical land use information to develop a chronology of the site's development and operational history. HydroCon's scope of work and cost estimate does not include reviewing the history of adjoining properties. HydroCon will use standard sources of historical information to identify prior uses of the site, including:

- Aerial photographs;
- Fire Insurance Maps;
- Property Tax Files;
- Recorded Land Title Records (if provided by the client);
- U.S. Geological Survey 7.5-minute Topographic Maps;
- Local Street Directories;
- Building Department Records;
- Zoning/Land Use Records;
- Fire Marshal Records;
- Previous Prior Usage Assessments; and
- Other Historical Sources.

SITE RECONNAISSANCE

A site reconnaissance will be conducted to obtain information that may suggest evidence of RECs in connection with the site. The "exploratory survey" requested by the City will be incorporated into this site reconnaissance for the Phase I ESA and, therefore, will be conducted at no additional cost to the

City. HydroCon will need authorization to access both parcels of the site, in addition to having the fence gate unlocked at the retention facility. During the site reconnaissance, HydroCon will observe the uses and conditions of the site, consistent with ASTM E1527-13, to the extent that they can be visually or physically observed.

The periphery and interior of the site will be visually observed, as well as the periphery of all structures at the site. The accessible areas inside structures will be observed; HydroCon will not look inside manholes, under floors, above ceilings, or behind walls. The site and adjoining properties will also be viewed from adjacent public thoroughfares.

INTERVIEWS

For the purposes of this Phase I ESA, HydroCon will attempt to interview current and past property owners and operators. HydroCon may also attempt to contact current and/or past owners and operators of adjacent properties that may have environmental issues. The objective of the interviews is to obtain information indicating RECs in connection with the site.

The interviews may be by telephone, in person, or in writing. The questions asked during the interview will attempt to obtain information about uses and condition of the site and to identify the presence of RECs, as well as to evaluate the potential for contamination. HydroCon will attempt to schedule the interviews to coincide with the site reconnaissance, if appropriate.

HydroCon will also make a reasonable attempt to interview at least one government official by telephone concerning the site. The official will be from one of the following agencies:

- Local or state agencies having jurisdiction over hazardous-waste disposal or hazardous-substances releases;
- Local fire department that serves the site; and/or
- Local health department or state department of health.

ADDITIONAL SERVICES

In addition to conducting the Phase I ESA and preparing the Phase I report, the City of Gig Harbor is requesting that soil samples be collected from both parcels presumably to evaluate the surficial soil quality should future development or other uses of the property at the site take place. HydroCon is proposing that one, four-part composite sample be collected from each of the two parcels. The samples will be collected from surficial soils (or sediments), at a depth of approximately one foot below ground surface (bgs). Soil will be collected from four approximately equidistant locations in each parcel and composited into one sample to represent surficial soil quality at each parcel.

According to information provided by the City of Gig Harbor during Mr. Roger Gresh's site visit to the stormwater facility parcel with City representatives on January 19, 2016, regular maintenance of the

stormwater retention/infiltration pond is completed by removing soil/sediment and vegetation from the pond's floor to maintain adequate retention volume. During these regular maintenance activities, the City reportedly has been required to sample the soil/sediment for metals to meet characterization requirements determined by the disposal facility. Based on HydroCon's experience, as the infiltration pond receives stormwater runoff from nearby roadways, there is the potential for hydrocarbons to enter the stormwater. As a result, HydroCon proposes to analyze both composite soil/sediment samples for the following suite of analysis:

- Total Petroleum Hydrocarbons (TPH) by the Hydrocarbon Identification Test (HCID) utilizing Northwest Method NWTPH-HCID; and
- Resource Conservation and Recovery Act (RCRA) 8 metals by EPA Method 200 series.

A total of only two composite soil samples will be collected and shipped, under standard chain-of-custody procedures, to Friedman & Bruya Laboratory (a Washington accredited analytical laboratory) in Seattle, Washington. The samples will be analyzed under standard turnaround time (5-7 business days), unless otherwise instructed by the City.

PROJECT TEAM PERSONNEL

As a Professional Geologist licensed in the State of Washington, Mr. Roger Gresh will head the project team. Mr. Gresh has extensive professional experience in environmental consulting with over 25 years of practice, including the preparation and senior peer review of Phase I and Phase II ESAs. Mr. Gresh will handle the project communications with the City of Gig Harbor designated representative and oversee the field work (soil sampling and site reconnaissance) completed by Mr. Jonathan Horowitz. Mr. Horowitz has 7 years of professional experience, including the preparation of numerous Phase I and II ESAs, and is a licensed Professional Engineer in the State of Washington. Mr. Horowitz will interface with the records research entity and the analytical laboratory. The Phase I ESA report will be internally reviewed for quality control purposes by senior project management staff prior to issuance to the City. HydroCon has significant depth of professional staff well qualified to perform Phases I and II ESAs, and field sampling. In the unlikely event that Mr. Horowitz were unavailable to conduct the exploratory survey and soil sampling at the site, an equally well qualified HydroCon staff will be identified and discussed with the City prior to conducting these services.

PHASE I ESA AND LIMITED SOIL SAMPLING REPORT PREPARATION

HydroCon will prepare and submit electronically a signed Phase I ESA report that generally follows the recommended format in ASTM E1527-13. The Phase I ESA report will identify the environmental professional(s) that were involved in conducting the ESA. A statement of each professional's qualifications will also be attached. Hard copies and/or CD copies of the report can be provided, if requested, at no additional cost to the City. In the unlikely event that delivery to HydroCon of the laboratory analyses of the soil samples is delayed, a Supplemental Technical Memorandum

addressing the soil sampling results will be submitted to the City as quickly as reasonably possible under separate cover at no additional cost to the City.

COST ESTIMATE

Per the City's RFP and Professional Services Contract document, these proposed professional services will be completed on a time and materials basis with an estimated total cost of \$3,935.00. This not-to-exceed amount will not be exceeded without prior written authorization from the City. Please see the attached estimate for a detailed cost breakdown, as requested in the RFP.

SCHEDULE

HydroCon will initiate the scope of work described herein upon receiving the written Notice To Proceed (NTP) from the City for this project. An initial draft of the Phase I report, for the City's review, will be submitted to the City within 3 weeks from HydroCon's receipt of the NTP, assuming prompt receipt of your authorization and access to the site, the site owner, and occupants for site reconnaissance and interviews.. Within two weeks following receipt of any draft report comments made by the City, HydroCon will finalize and submit electronically the final Phase I report.

CLOSING

Please be advised that, according to ASTM E1527-13, you, as the user, are required to provide HydroCon with the information requested in the attached User Questionnaire form, as available. Failure to return the completed User Questionnaire form could result in forfeiture of protection from CERCLA liability.

If the scope and cost estimate for this proposal is acceptable to the City of Gig Harbor, please indicate your approval by signing below and emailing this letter proposal back to Roger Gresh at rogerg@hydroconllc.net. HydroCon has reviewed the City of Gig Harbor Professional Services Contract (PSC) and has neither objections nor requests for modifications thereof. Our understanding is that if the City elects to contract with HydroCon for providing the professional services described herein, then both parties will execute the PSC and the City subsequently will issue a NTP to HydroCon. When the NTP is issued, please also complete, sign, and email the User Questionnaire form (scanned files are acceptable), and retain a copy for your records.

We appreciate the opportunity to submit this proposal to the City of Gig Harbor and look forward to potentially working with you. Please contact Roger Gresh at (971) 801-3317 if you have any questions.

Sincerely,



A handwritten signature in blue ink, appearing to read "R. Gresh".

Roger Gresh, PG, CPG
Business Development Manager/Project Manager

A handwritten signature in blue ink, appearing to read "J. Horowitz".

Jonathan Horowitz, PE
Project Engineer

Attachments:

HydroCon Phase I ESA & Limited Soil Sampling Cost Estimate (2 pages)

User Questionnaire Form

INTENT TO AUTHORIZE

HydroCon is prepared to complete the scope of work discussed above on a Time & Materials basis with a not to exceed total cost estimate as follows:

Phase I ESA and Limited Soil Sampling **\$3,935.00**

By signing below, the authorized representative of the City of Gig Harbor is indicating the City's intent to execute in good faith a Professional Services Contract (PSC) with HydroCon that would authorize HydroCon to perform the services described in this proposal. In the event that the PSC is not executed by both parties, then this Intent To Authorize is null and void.

Accepted By (Signature): _____ DATE: _____

Name/Title of Authorized Representative: _____



Table 1

COST ESTIMATE			
Phase I Environmental Site Assessment and Limited Soil Sampling			
City of Gig Harbor			
Gig Harbor, Washington			
1/26/2016			
Task 1 - Project Management and Client Communication			
Labor			
	Hours	Rate	Total
Project Manager	2	\$150	\$300
Total Task 1			\$300
Task 2 - Limited Soil Sampling and Phase I ESA Site Reconnaissance			
Labor			
	Hours	Rate	Total
Project Manager	1	\$150	\$150
Field Engineer	6	\$95	\$570
Labor Subtotal			\$720
Subcontractors/Services			
Laboratory (two soil samples at \$200/sample)			\$400
Subcontractors/Services Subtotal			\$400
Expenses			
Enviro Services Vehicle (\$100/day)			\$100
Field Supplies & Field Instrumentation (\$150/day)			\$150
Expenses Subtotal			\$250
Total Task 2			\$1,370



Table 1

COST ESTIMATE			
Phase I Environmental Site Assessment and Limited Soil Sampling			
City of Gig Harbor			
Gig Harbor, Washington			
1/26/2016			
Task 3 - Phase I ESA Report Preparation (and Supplemental Technical Memo if necessary)			
Labor			
	Hours	Rate	Total
Senior Project Manager	0.5	\$150	\$75
Project Engineer	15	\$130	\$1,950
CAD Draftsman	1	\$80	\$80
Clerical	1	\$60	\$60
			<hr/>
Labor Subtotal			\$2,165
Expenses			
Copying and postage			\$100
			<hr/>
Expenses Subtotal			\$100
Total Task 3			\$2,265
TOTAL			\$3,935



Business of the City Council City of Gig Harbor, WA

Subject: Trail Kiosk Donation – Eagle Scout Project Proposal

Proposed Council Action: Accept the proposed informational kiosk project and add the informational kiosk to the list of approved donation opportunities in Gig Harbor.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director *JL*

For Agenda of: March 14, 2016

Exhibits: Proposed location map and image

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JG 3-9-16

RW 3-9-16

VIA EMAIL 3/2/16

N/A

JL 3/2/16

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

Boy Scout Jared Van Komen is preparing to obtain his Eagle Scout badge. Jared's proposed Eagle Scout project is to install an information kiosk along the Cushman Trail at the Borgen Boulevard trailhead. The proposed project will be based on the enclosed location map and images. Jared has received approval from Tacoma Public Utilities for the proposed location options.

City Staff is also proposing the information kiosk be added to the list of donation opportunities in Gig Harbor. Locations of any future kiosks will be pre-determined by City Staff.

FISCAL CONSIDERATION

While the City will not incur the initial expense to install the informational kiosk, the on-going operation and maintenance of the kiosk will be a minimal expense to the Parks Operations fund.

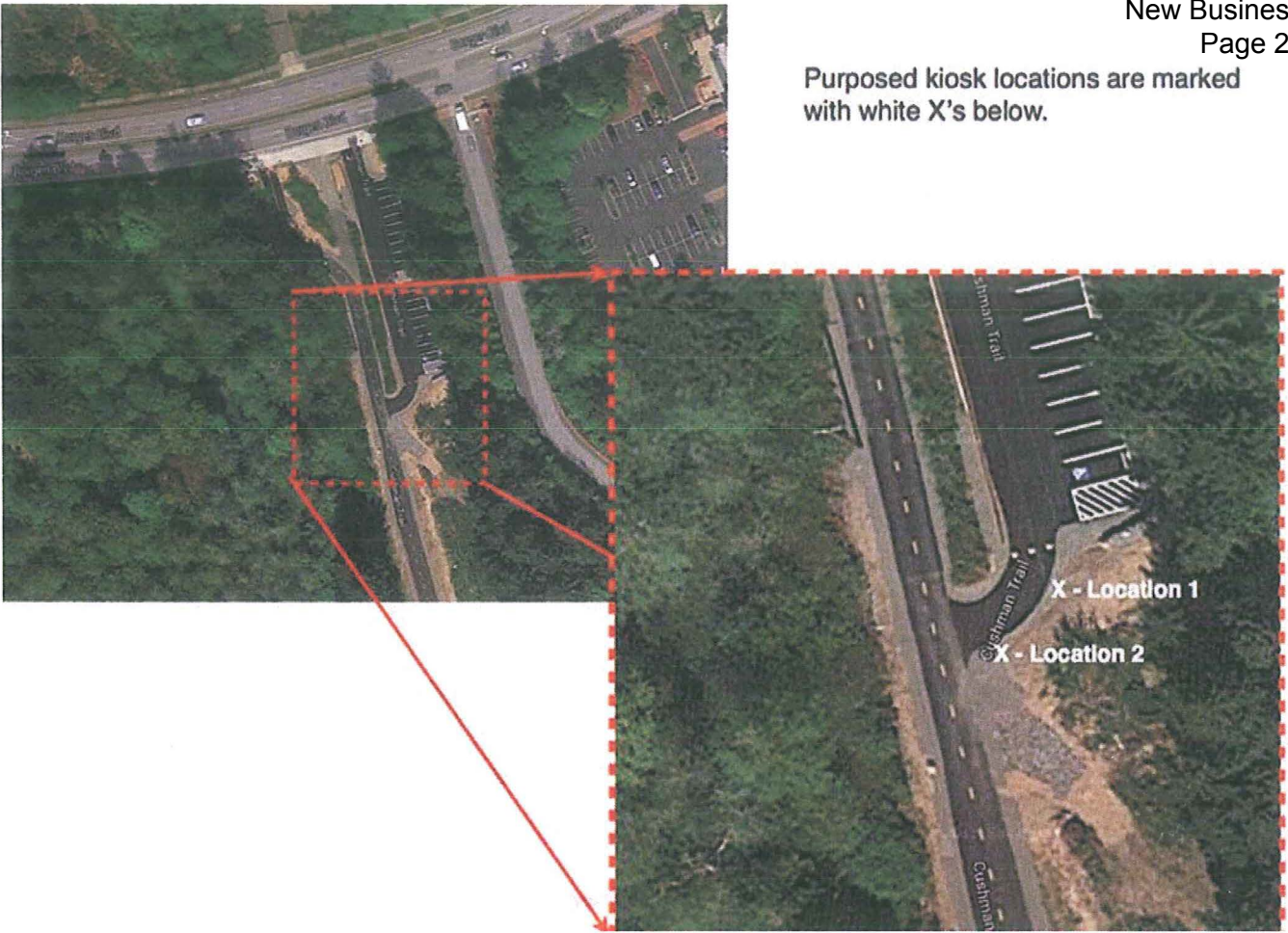
BOARD OR COMMITTEE RECOMMENDATION

The proposed project received support from the Parks Commission at their February 2016 meeting and from the Public Works Committee at their February 8 meeting.

RECOMMENDATION/MOTION

Accept the proposed informational kiosk project and add the informational kiosk to the list of approved donation opportunities in Gig Harbor.

Purposed kiosk locations are marked with white X's below.





Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and
First Reading of Ordinance -
Harbor Code Revision

Dept. Origin: Police
Prepared by: Kelly Busey
For Agenda of: March 14, 2016

Proposed Council Action:

Hold public hearing regarding updates to
GHMC 8.24 (Harbor Code).

Exhibits: Ordinance – Harbor Code
Revision GHMC 8.24

Initial & Date

Concurred by Mayor: *JG 2-24-16*
Approved by City Administrator: *[Signature] 3/1/16*
Approved as to form by City Atty: email 2-22
Approved by Finance Director: *[Signature] 2-24-16*
Approved by Department Head: KBB

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

Corrections and updates to Harbor Code, including references to recodified RCWs and adoption of Derelict Vessel laws.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

Public Works Committee directed this to be forwarded to full council for consideration.

RECOMMENDATION / MOTION

Conduct public hearing and return for second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE HARBOR CODE, AMENDING CHAPTER 8.24 OF THE GIG HARBOR MUNICIPAL CODE TO REFLECT CORRECTIONS, CHANGES TO VESSEL IMPOUND PROCEDURES, AND ADOPTING THE STATE DERELICT VESSEL LAW

WHEREAS, Chapter 8.28 of the Gig Harbor Municipal Code contains provisions for the conduct and anchoring of vessels, as well as boating safety requirements in Gig Harbor (Harbor Code); and

WHEREAS, several changes in state law that are referenced by the Gig Harbor Municipal Code require a periodic update in the Code; and

WHEREAS, the need for clarity between impound processes for derelict vessels and other vessel impoundments exists; and

WHEREAS, exemption for non-motorized watercraft from vessel speed regulations is consistent with current harbor activities; Now, therefore,

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

Section 1. Chapter 8.24 – Amended. Chapter 8.24 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**Chapter 8.24
HARBOR CODE**

Sections:

- 8.24.002 Application and justification.**
- 8.24.004 Authorization.**
- 8.24.006 Definitions.**
- 8.24.008 Additional definitions.**
- 8.24.010 Harbor warden.**
- 8.24.012 Rules of the road.**
- 8.24.014 Liability.**
- 8.24.015 Penalties.**
- 8.24.016 Chapter 79A.60 RCW adopted by reference.**

8.24.017 Operation of a vessel in a reckless manner – Operation of a vessel under the influence of intoxicating liquor – Penalty.

8.24.018 Chapter 352-60 WAC adopted by reference.

8.24.019 Chapter 79.100 RCW adopted by reference.

8.24.020 Interference with navigation.

8.24.022 Mooring buoys.

8.24.024 Residential use of floating homes or houseboats in harbor prohibited.

8.24.026 Speed regulations.

8.24.028 Seaplanes.

8.24.030 Removal of obstructing vessels.

8.24.032 Sunken vessels.

8.24.034 Unseaworthy craft.

8.24.036 Impoundment authority.

8.24.038 Impound procedures.

8.24.040 Nuisances.

8.24.002 Application and justification.

The provisions of this chapter shall be applicable to all vessels and watercraft operating in the city limits of Gig Harbor Bay and the portion of the city limits that extends outside Gig Harbor Bay. The provisions of this chapter shall be construed to supplement United States laws and state laws and regulations when not expressly inconsistent therewith, in the areas where the United States and state laws are applicable. To the extent that this chapter is inconsistent with federal or state laws and regulations, the federal and/or state laws shall control. (Ord. 766 § 2, 1997).

8.24.004 Authorization.

The city, in the exercise of its police power, assumes control and jurisdiction over all waters within its limits, and such waters shall, for the purposes of this chapter, be known as "Gig Harbor Bay." (Ord. 766 § 2, 1997).

8.24.006 Definitions.

The "Definitions" contained in RCW 79A.60.010, as the same now exists or may hereafter be amended, are hereby adopted by reference, and the definitions set forth therein shall apply throughout this chapter. (Ord. 766 § 2, 1997).

8.24.008 Additional definitions.

In addition to the definitions in RCW 79A.60.010, the following definitions shall apply and have the meanings set forth below, except where the same shall be clearly contrary to or inconsistent with the context of the section in which used.

A. "Buoy" means a small float moored in the water used to define a navigation channel, convey an official message, or provide temporary moorage for a vessel.

B. "City" means the city of Gig Harbor.

C. "Floating home" means a building constructed on a float, used whole or in part for human habitation as a dwelling or business, but not designed or primarily used as a vessel, and which is normally incapable of self-propulsion, and usually permanently moored, anchored, or otherwise secured, as distinguished from the mooring or anchoring of a vessel.

D. "Moor" means a position where vessels or watercraft are affixed to devices or structures other than a vessel's parochial anchoring system.

E. "Obstruction" means any vessel or watercraft or any matter which may in any way block, interfere with or endanger any vessel or watercraft or impede navigation, or which cannot comply with the Rules of the Road identified in GHMC 8.24.012.

F. "Watercraft" means any contrivance used or capable of being used as a means of transportation on water. Cribs, piles, or rafts of logs shall not be included in the terms "watercraft" or "vessel," but shall be included in the term "obstruction" when they shall be floating loose and not under any control or when under control and obstructing any navigable channel. (Ord. 766 § 2, 1997).

8.24.010 Harbor warden.

This chapter shall be enforced by the police chief, who shall be designated the harbor warden. It shall be the duty of the harbor warden, and his/her authorized designees, to:

A. Enforce the ordinances and regulations of the city upon the waters of the harbor and adjacent lands thereto, when the harbor is affected;

- B. Maintain patrols in the harbor for the protection of life and property, including, but not limited to, the removal and disposition of drifting debris and nuisances from the waters of the harbor;
- C. Investigate and report upon marine and maritime accidents in the harbor;
- D. Coordinate all necessary functions in connection with search and rescue in the harbor;
- E. Promulgate rules and regulations governing the use of the navigable portions of waterways; and
- F. Remove, impound or sell any vessel, watercraft or obstruction anchored or moored in violation of this chapter deemed a public nuisance or a hazard to navigation or operated or afloat under conditions deemed unsafe for water transportation. (Ord. 766 § 2, 1997).

8.24.012 Rules of the road.

Except as otherwise specified in this chapter, vessels shall be subject to the International Regulations for Preventing Collisions at Sea, 1972, (72COLREGS), Title 33, Code of Federal Regulations, part 81-72, Appendix A, as such rules are now or may hereafter be amended or adopted. Vessels engaged in a sanctioned or authorized race, log race, regatta or similar event, shall be subject to the applicable rules for such events, including, but not limited to, differing right-of-way rules. (Ord. 766 § 2, 1997).

8.24.014 Liability.

Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from the failure of any person or owner of a vessel, watercraft or obstruction, to comply with the provisions of this chapter, or by reason or in consequence of any notice, order, citation, permit, permission or approval authorized or issued or done in connection with the implementation or enforcement of this chapter, or by reason of any action or inaction on the part of the city related in any manner to the enforcement of this code by its officers, employees or agents. Nothing in this chapter shall be construed so as to release any person owning or controlling any vessel, watercraft, pier, dock, obstruction or other structure, from any liability

from damages, and the safeguards to life and property required by this chapter shall not be construed as relieving any person from installing and maintaining all other safeguards that may be required by law. (Ord. 766 § 2, 1997).

8.24.015 Penalties.

A. The penalties for violations of GHMC 8.24.012, 8.24.018, 8.24.020, 8.24.022, 8.24.024, 8.24.026, 8.24.028, 8.24.030, and 8.24.034 shall be a civil infraction pursuant to Chapter 7.84 RCW and shall be subject to a monetary penalty of \$100.00. Each day during any portion of which a violation of any provision of the aforementioned sections is committed is a separate offense.

B. The penalties for violations of Chapter 79A.60 RCW shall be as specifically identified in that chapter. Violations designated as infractions in Chapter 79A.60 RCW shall be misdemeanors, as set forth in RCW 79A.60.020. Violations designated as civil infractions in Chapter 79A.60 RCW shall be civil infractions pursuant to Chapter 7.84 RCW, subject to a monetary penalty of \$100.00. (Ord. 1050 § 2, 2006).

8.24.016 Chapter 79A.60 RCW adopted by reference.

Chapter 79A.60 RCW, "Regulation of Recreational Vessels," as the same now exists or may hereafter be amended, is hereby adopted by reference, as if fully set forth herein. (Ord. 1050 § 1, 2006; Ord. 766 § 2, 1997).

8.24.017 Operation of a vessel in a reckless manner – Operation of a vessel under the influence of intoxicating liquor – Penalty.

RCW 79A.60.040 is hereby incorporated by reference as if fully set forth herein. (Ord. 1009 § 3, 2005).

8.24.018 Chapter 352-60 WAC adopted by reference.

Chapter 352-60 WAC, "Boating Safety," as the same now exists or may be hereafter amended, is hereby adopted by reference. (Ord. 766 § 2, 1997).

8.24.019 Chapter 79.100 RCW adopted by reference.

Chapter 79.100 RCW, "Derelict Vessels," as the same now exists or may be hereafter amended, is hereby adopted by reference. (Ord. __, § 2, 2016).

8.24.020 Interference with navigation.

No person shall operate any watercraft or vessel on the water in a manner which shall unreasonably or unnecessarily interfere with other watercraft or vessels, or with the free and proper navigation of Gig Harbor Bay, or the launching of any watercraft or vessel at any public boat launching ramp. (Ord. 766 § 2, 1997).

8.24.022 Mooring buoys.

Mooring buoys are prohibited in Gig Harbor Bay where such buoys will interfere with customarily traveled routes for vessels. No more than one buoy may be installed beyond extreme low water or line of navigability for each ownership. However, ownerships exceeding 200 feet as measured along the shoreline may be permitted more installations on a case by case basis. The city's permission to install a mooring buoy shall not exempt a person from obtaining any and all necessary permits or permissions required by other government authorities. Nothing in this section shall be interpreted to be inconsistent with Chapter 332-30 WAC, or any other state law, regulation or rule regarding the permitting of mooring buoys. (Ord. 766 § 2, 1997).

8.24.024 Residential use of floating homes or houseboats in harbor prohibited.

It shall be unlawful to use a floating home or houseboat for residential purposes within Gig Harbor Bay. (Ord. 766 § 2, 1997).

8.24.026 Speed regulations.

Within the waters of Gig Harbor Bay, it shall be unlawful for any person to operate a vessel or watercraft that is at the time powered by machinery, or to taxi a seaplane at a speed in excess of five miles per hour, or at a slower speed that produces a damaging wake. Nothing in this section shall be construed as exempting any person from liability caused by wake action from operation of any vessel in Gig Harbor Bay. (Ord. 766 § 2, 1997).

8.24.028 Seaplanes.

Seaplane operators are encouraged to take off and land in the area outside the mouth of Gig Harbor Bay and may taxi the seaplane into Gig Harbor Bay. However, seaplane takeoffs and landings are prohibited in Gig Harbor Bay except in emergency situations and where the pilot can maintain a minimum of

200 feet of lateral separation between the seaplane and other underway or anchored vessels while operating on the water. (Ord. 766 § 2, 1997).

8.24.030 Removal of obstructing vessels.

A. Acts Prohibited.

1. No person having charge of any vessel, watercraft or obstruction shall make the same fast to any buoy, pier or other structure owned by or under the control of the city, without permission from the city.

2. No person having charge of any towboat shall while towing any vessel, watercraft or obstruction, in any manner obstruct navigation in the Gig Harbor Bay.

B. Harbor Warden Authority. The harbor warden shall have the power to order the removal of:

1. Any vessel, watercraft or obstruction anchored or moored in Gig Harbor Bay, or made fast to any buoy, pier, dock or other structure owned by or under the authority and control of the city, in violation of this chapter; and

2. Any towboat and/or its tow obstructing navigation in the Gig Harbor Bay. (Ord. 766 § 2, 1997).

8.24.032 Sunken vessels.

When any vessel or watercraft or obstruction is in danger of sinking, has been sunk or grounded, or has been delayed in such manner as to stop or seriously interfere with or endanger navigation, the harbor warden may order the same immediately removed. If the owner or other person in charge thereof, after being so ordered, does not proceed immediately with such removal, the harbor warden may take immediate possession thereof and remove the same. In so doing, the harbor warden shall use such methods as in the harbor warden's judgment will prevent unnecessary damage to such vessel or watercraft or obstruction, and the expense incurred by the harbor warden in such removal shall be paid by the owner of the vessel, watercraft or obstruction. In case of failure to pay, the city may maintain an action for the recovery of such costs. (Ord. 766 § 2, 1997).

8.24.034 Unseaworthy craft.

It shall be unlawful for any person or owner of a vessel, watercraft or obstruction to tow into or move such vessel, watercraft or obstruction into Gig Harbor Bay, which prior to movement or tow appears or exists in an unseaworthy condition, uses or needs support from another vessel or watercraft to remain afloat, or otherwise appears to lack the capacity for safe movement through and across navigable waters, other than the following: (a) barges or scows or disabled or buoyant aircraft in tow by a towage company authorized to do business in the state; (b) vessels or watercraft temporarily disabled by accident, collision, or other malfunction but otherwise seaworthy and capable of safe movement, and (c) vessels, watercraft or obstructions being towed by or under the control of the harbor warden. (Ord. 766 § 2, 1997).

8.24.036 Impoundment authority.

The harbor warden may take immediate possession of and/or impound and remove any vessel, watercraft or obstruction, when:

- A. The operator or person in charge of same reasonably appears incapable of safely operating the vessel, watercraft or obstruction;
- B. The operator or person in charge of same refuses or neglects to obey an order of the harbor warden to proceed from or to an area following a citation or in an emergency;
- C. The operator or person in charge operates a vessel, watercraft or obstruction in a negligent, reckless, or other manner so as to endanger the safety of others or to unreasonably interfere with the navigation of other watercraft and vessels, and the harbor warden believes such operation of the vessel, watercraft or obstruction would continue unless possession be taken of the same;
- D. The vessel, watercraft or obstruction appears unsafe for water transportation. (Ord. 766 § 2, 1997).

8.24.038 Impound procedures.

The harbor warden shall implement the following procedures to impound any vessel, watercraft or obstruction under the authority provided in section 8.24.036;

A. Where immediate removal of the vessel, watercraft or obstruction is not required, the harbor warden shall attach a readily visible written notification to the vessel, watercraft or obstruction. The written notification shall contain the following information:

1. The date and time the written notification was attached;
2. A statement that if the vessel, watercraft or obstruction is not removed within 72 hours from the time the written notification is attached, it will be taken into custody, moored and stored at the owner's expense;
3. The address and telephone number where additional information may be obtained.

B. The harbor warden shall check the records to learn the identity of the last owner of record with the state of Washington. The warden shall make a reasonable effort to contact the owner by telephone in order to give the owner the information on the written notification.

C. If the vessel, watercraft or obstruction is not removed within 72 hours from the time the written notification is attached, or in those cases where immediate removal is appropriate (as described in this chapter), the harbor warden may take custody of the vessel, watercraft or obstruction and provide for the removal, mooring and/or storage to a place of safety.

D. All vessels, watercraft or obstructions shall be taken to the nearest mooring or storage location that has been inspected by the police department.

E. All vessels, watercraft or obstructions shall be handled and returned in substantially the same condition as they existed before being towed.

F. All personal belongings and contents in the vessel, watercraft or obstruction, with the exception of those items of personal property that are registered or titled with the police department, shall be kept intact, and shall be returned to the owner of the vessel, watercraft or obstruction during normal business hours and upon request and presentation of a driver's license or other sufficient identification. Personal belongings, with the exception of those items of personal

property that are registered or titled with the department, shall not be sold at auction to fulfill a lien against the vessel, watercraft or obstruction.

G. All personal belongings, with the exception of those items of personal property that are registered or titled with the police department, not claimed before the auction, shall be disposed of pursuant to Chapter 63.32 or 63.40 RCW.

H. Any person who shows proof of ownership or written authorization from the impounded vessel or watercraft's registration, or of the legal owner of the vessel or watercraft's insurer, may view the vessel or watercraft without charge during normal business hours.

I. The owner of the vessel, watercraft or obstruction is liable for costs incurred in removing, storing and disposing of same, less amounts realized at auction.

J. When the vessel, watercraft or obstruction is impounded, the harbor warden shall notify the legal and registered owners of the vessel, watercraft or obstruction if known, of the impoundment and proposed sale of same. The owners of any personal property registered or titled with the police department shall be notified of disposition of such property pursuant to Chapter 63.32 or 63.40 RCW, of the impoundment and proposed sale of same. The notification shall be sent by first class mail within 24 hours after the impoundment to the last known registered and legal owners of the vehicle, and the owners of any other items of personal property registered or titled with the police department. The notice shall include the location, time of the impoundment, and by whose authority the vehicle was impounded. The notice shall also include the written notice of the right of redemption and opportunity to contest the validity of the impoundment pursuant to the procedures described below.

K. Right to Hearing.

1. Any person seeking to redeem an impounded vessel, watercraft or obstruction under this section has a right to a hearing in the municipal court for the jurisdiction in which the vehicle was impounded, to contest the validity of the impoundment or the amount of towing and storage charges. Any request for a hearing shall be made in writing and must be received by the municipal court within 10 days of the date the opportunity was provided for in subsection J of this section. If the hearing request is not received by the municipal court within the

10-day period, the right to a hearing is waived and the registered owner is liable for any towing, storage or other impoundment charges permitted under this chapter.

2. The procedures to be followed by the municipal court for notification to parties, jurisdiction, and determinations to be made by the court shall be the same as set forth in state law for vehicles (RCW 46.55.120(2)(b) through 46.55.120(4), as the same currently exist or may hereafter be amended). In the event that the city has incurred costs relating to the towing, storage and impoundment of the vessel, watercraft or obstruction, the procedures for entry of a judgment in RCW 46.55.120 (as the same currently exists or may hereafter be amended) shall apply to the city.

L. Public Auction.

1. If, after the expiration of 30 days from the date of mailing of notice of impoundment and proposed sale required in subsection (J) of this section to the registered and legal owners, the vessel, watercraft or obstruction remains unclaimed and has not been listed as stolen, then the harbor warden shall conduct a sale of the vessel, watercraft or obstruction at public auction. Prior notification of the public auction shall be given by publication in the city's official newspaper at least once, more than ten days but less than twenty days prior to auction, which shall include the auction date, place and time. The notice shall also contain a description of the vessel, watercraft or obstruction, including any make, model, year and registration number and a notification that at least a three-hour viewing period will be available before the auction. The auction shall be held during daylight hours of a normal business day.

2. The following procedures are required in any public auction of such vessels, watercraft or obstructions:

a. The auction shall be held in such a manner that all persons present are given an equal time and opportunity to bid.

b. The harbor warden shall post a copy of the auction procedure at the bidding site. If the bidding site is different from the police department, the warden shall post a clearly visible sign at the police department that describes in detail where the auction will be held. At the bidding site, a copy of the newspaper

advertisement that lists the vessels, watercraft or obstruction for sale shall be posted.

c. All bidders must be present at the time of auction unless they have submitted to the harbor warden, who may or may not choose to use the preauction bid method, a written bid. Written bids may be submitted up to five calendar days before the auction and shall clearly state which vehicle is being bid upon, the amount of the bid, and who is submitting the bid.

d. The open bid process, including all written bids, shall be used so that everyone knows the dollar value that must be exceeded.

e. The highest two bids received shall be recorded in written form and shall include the name, address, and telephone number of each such bidder.

f. In case of bidder defaults, the next bidder has the right to purchase the vessel, watercraft or obstruction for the amount of his or her bid.

g. The successful bidder shall apply for title (if applicable) within 15 days.

h. If the harbor warden receives no bid, or if the warden is the successful bidder at auction, the warden shall sell the vessel, watercraft or obstruction to a licensed vehicle wrecker, hulk hauler, or scrap processor, or the warden shall apply for title to the vessel or watercraft.

M. The city shall have a lien upon the impounded vessel, watercraft or obstruction for services provided in the towing, storage and impoundment, unless the impoundment is determined to have been invalid. The lien does not apply to personal property in or upon the vessel, watercraft or obstruction that is not permanently attached to or is not an integral part of the vessel, watercraft or obstruction except for items of personal property registered or titled with the police department. The cost of the auction or a buyer's fee may not be added to the amount charged for the vessel, watercraft or obstruction at auction, or added to the lien imposed or any overage due. (Ord. 766 § 2, 1997).

8.24.040 Nuisances.

Nuisances Designated – Removal. Sunken vessels, refuse of all kinds, structures or pieces of any structure, dock sweepings, dead fish or parts thereof, dead animals or parts thereof, timber, logs, piles, boom sticks, lumber, boxes, empty containers and oil of any kind floating uncontrolled on the water, and all other substances of a similar nature, are declared to be public nuisances and it shall be unlawful for any person to throw or place, or cause or permit to be thrown or placed, any of the above articles in the Gig Harbor Bay, or upon the shores thereof or in such position that the same may or can be washed into the harbor, either by high tides, storms, floods or otherwise. Any person causing or permitting such nuisances to be placed in the Gig Harbor Bay shall remove the same, and upon his failure to do so, the same may be removed by the harbor warden and the expense thereof shall be paid by and recoverable from the persons creating the nuisance. In all cases, such nuisances may be abated in the manner provided by law including, but not limited to, Chapters 7.48 and 9.66 RCW. The abatement of any such public nuisance shall not excuse the person responsible therefor from prosecution under this chapter. (Ord. 766 § 2, 1997).

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. 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 _____, 2016.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela Summerfield

FILED WITH THE CITY CLERK: 02/24/16
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



Business of the City Council City of Gig Harbor, WA

Subject: Ordinance – School Impact Fee Code Amendment.

Proposed Council Action: Adopt Ordinance No. 1332 on first reading correcting the consumer price index adjustment for school impact fees.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: March 14, 2016

Exhibits: Ordinance

	Initial & Date
Concurred by Mayor:	JL 3-1-16
Approved by City Administrator:	Ron W 3/1/16
Approved as to form by City Atty:	VIA EMAIL 2/29/16
Approved by Finance Director:	CJ 2/29/16
Approved by Department Head:	JL 2/29/16

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

The City has the authority to adopt impact fees to address the impact on school facilities caused by new development pursuant to RCW 82.02.050 through 82.02.110. The City has codified the collection of school impact fees in Chapter 19.12 of the Gig Harbor Municipal Code.

On January 26, 2015, the Gig Harbor City Council adopted Ordinance 1309 which amended the fee schedule for school impact fees. This ordinance also provided for an annual adjustment consistent with the Consumer Price Index (CPI) for the Seattle/Tacoma/Bremerton Standard Metropolitan Statistical area as requested by the Peninsula School District.

However, the CPI timeline stated in Ordinance 1309 does not follow the currently recognized CPI timeline. This proposed ordinance amends the CPI timeline in Chapter 19.12 and revises the City's adjustment of the school impact fee to April of each year.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

This topic has not been presented to a board or committee.

RECOMMENDATION/MOTION

Adopt Ordinance No. 1332 correcting the consumer price index adjustment for school impact fees.

ORDINANCE NO. 1332

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SCHOOL IMPACT FEES; AMENDING SECTION 19.12.070(B) OF THE GIG HARBOR MUNICIPAL CODE TO CORRECT THE CONSUMER PRICE INDEX ADJUSTMENT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has the authority to adopt impact fees to address the impact on school facilities caused by new development, pursuant to RCW 82.02.050 through 82.02.110, and has codified such provisions in chapter 19.12 of the Gig Harbor Municipal Code; and

WHEREAS, on January 26, 2015, the Gig Harbor City Council adopted Ordinance 1309 which amended the fee schedule for school impact fees, including the Peninsula School District's request for an annual adjustment consistent with the Consumer Price Index for the Seattle/Tacoma/Bremerton Standard Metropolitan Statistical area; and

WHEREAS, the reference to the Consumer Price Index requires amendment for consistency with the Consumer Price Index timeline and the City Council desires to correct the inconsistency;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 2. Section 19.12.070 GHMC - Amended. Subsection B of Section 19.12.070 of the Gig Harbor Municipal Code is hereby amended as follows:

19.12.070 Fee schedules and establishment of service area.

A.

B. Impact fees for schools to be paid by developers shall be as follows:

1. The amount of the impact fees to be paid by developers for schools effective February 1, 2015 shall be:

Single-Family Residential \$ 3,270 per dwelling unit

Multi-Family Residential \$ 1,725 per dwelling unit

2. The amount of the impact fee shall automatically be adjusted on February April 1 of each subsequent year ~~according to~~ in accordance

with any increase in the Consumer Price Index - U for the Seattle/Tacoma/Bremerton Standard Metropolitan Statistical area (utilities), February to February, and rounded to the nearest \$1, using January 2015 as the base year.

3. At no time shall the school impact fee imposed by the City exceed the impact fee calculation identified in the school district's Capital Facilities Plan adopted by the school district's Board of Directors.

C.

Section 3. 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 4. Effective Date. This ordinance shall take effect and be in full force and effect five 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 14th day of March, 2016.

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: 02/29/16
PASSED BY THE CITY COUNCIL: 03/14/16
PUBLISHED: 03/16/16
EFFECTIVE DATE: 03/21/16
ORDINANCE NO: 1332



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

Subject: Grandview Forest Park Restoration Project – Small Public Works Contract

Dept. Origin: Public Works/Engineering

Proposed Council Action:

1. Approve a Small Public Works Contract with SMS Superior Maintenance Solutions LLC, in the amount of \$26,060.22 for park restoration.
2. Authorize the Public Works Superintendent to approve additional expenditures up to \$3,000 for contract change orders.

Prepared by: Marcos McGraw *MM*
Project Engineer

For Agenda of: March 14, 2015

Exhibits: Small Public Works Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial & Date

JG 3-1-14
Pan W. 3/1/16
sig email 2/29/16
DR 3/1/16
JW 2/29/16
JW 2-29-16

Expenditure Required	\$29,060.22	Amount Budgeted	<i>See Fiscal Consideration Below</i>	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Last year trees that presented risk to life, limb and property were removed from the park. This contract consists of replanting native trees and underbrush as well as resurfacing the walking paths within the park.

BID RESULTS

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from landscape construction contractors on the Small Works Roster and obtained the following quotes to complete the scope of work. The Engineer's Opinion of Probable Cost is \$33,758.69. The City received two (2) quotes on February 24, 2016. Bid results from each bidder are summarized below showing the total bid amounts including Washington State sales tax (WSST).

No.	BIDDER	TOTAL BID AMOUNT
1	SMS Superior Maintenance Solutions	\$ 26,060.22
2	Woodland Industries	\$ 68,503.65

FISCAL CONSIDERATION

This project was unbudgeted for the 2015-2016 biennial budget. However, due to the priority of the project, Public Works Staff recommends proceeding with the work as proposed in the small public works contract. Sufficient funds existing in the ending fund balance for Parks Operating will fund this work.

Budgeted Local Funds	\$ 0
Anticipated Construction Expenses:	
Grandview Forest Park Restoration	\$ 26,060.22
Change Order Authority for Public Works Contract	\$ 3,000.00
<p style="text-align: right;">Total Anticipated Expenses:</p>	\$ 29,060.22

BOARD OR COMMITTEE RECOMMENDATION

This project was discussed by the Parks Commission during their meetings held on August 6, 2014 and October 1, 2014.

RECOMMENDATION/MOTION

1. Approve a Small Public Works Contract with SMS Superior Maintenance Solutions LLC, in the amount of \$26,060.22 for park restoration.
2. Authorize the Public Works Superintendent to approve additional expenditures up to \$3,000 for contract change orders.

**CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Gig Harbor, Washington (the "City"), and SMS Superior Maintenance Solutions LLC, a Limited Liability Company (the "Contractor").

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Work.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Twenty-Six Thousand Sixty Dollars and Twenty-Two Cents (\$26,060.22), including applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Twenty-Six Thousand Sixty Dollars and Twenty-Two Cents (\$26,060.22).

4. Retainage.

[This section intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This section intentionally left blank.]

6. Warranty/Maintenance Bond.

The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. The Contractor will warranty the labor and installation of materials for a two-year warranty period and shall furnish a maintenance bond for 15% of the contract amount on the City's standard maintenance bond form in order to guarantee that the work specified in Exhibit A and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

A. The Contractor 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 attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees or volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

8. Insurance.

A. The Contractor and its Subcontractors shall secure and maintain in force throughout the duration of this Contract, business auto coverage for any auto no less than a \$1,000,000 each accident limit.

B. The Contractor and its Subcontractors shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to

the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor'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 commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

C. The Contractor and its Subcontractors 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 Contractor's coverage.

D. In addition, the Contractor and its Subcontractors shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

9. Prevailing Wage.

A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.

B. On or before the date of commencement of the work, the Contractor and its Subcontractors shall provide to the City an approved Statement of Intent to Pay Prevailing Wages filed under oath with the City and with the Department of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement, including an Affidavit of Wages Paid shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. Before Final Acceptance is issued an approved Affidavit of Wages Paid shall be provided to the City by the Contractor and its Subcontractors.

10. Termination.

A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part thereof with such diligence that will insure its completion within the time specified in this Contract, or defaults under any provision or breaches any provision of this Contract, the City may serve notice upon the Contractor and its surety of the City's intention to terminate by default the right of the Contractor to perform the Contract, and unless within ten (10) days after the serving of such notice, the Contractor shall satisfactorily arrange to cure its failure to perform and notify the City of the corrections to be made, the right of the Contractor to proceed with the work shall terminate. In the event of any such termination, the City shall serve notice thereof upon the Surety and the Contractor, provided, however, that if the Surety does not commence performance thereof within twenty (20) days from the date of the mailing to such Surety of the notice of termination, the City may take over the work and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

11. Compliance with Laws. The Contractor shall at all times comply with all applicable state and local laws, rules, ordinances and regulations.

12. Nondiscrimination. Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

13. Independent Contractor. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.

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

15. Legal Action. In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

16. Entire Agreement. This Contract, together with all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, whether written or oral. This Contract may be amended only by written change order, properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A – SCOPE OF WORK

Summary

Grandview Forest (Park) is an 8.6 acre park located adjacent to the City of Gig Harbor Civic Center at 3510 Grandview Street. The park amenities include walking trails surfaced by fine wood shavings and asphalt with various benches. There is a public restroom located in the northeast corner of the Park. Well No. 4 including two water storage tanks are located on the east side of the Park adjacent to Grandview Street.

After the restoration sites are graded as needed and topsoil placed the shrubs and trees shall be planted plus mulch placed. The split rail cedar fence shall be placed in the location and alignment shown on the Plans.

Any damage to Park trails, utilities, infrastructure or structures shall be repaired by the Contractor at no additional cost to the City.

Specifications

Project Schedule

1. The Contractor shall complete all physical Contract Work within 30 "working days" specified herein or as extended by the City.
2. Every day will be counted as a "working day" unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, or a holiday, and;
3. Recognized holidays during the anticipated duration of the project are: the third Monday of February and Memorial Day, and;
4. An unworkable day is defined as a day the City declares to be unworkable because of weather or conditions beyond the Contractor's control that prevents satisfactory and timely performance of the Work.

Construction and Hauling Equipment:

Vehicular access to the site is off Grandview Street, at the intersection with McDonald Avenue. The grass strip at the east side of the park (west side of Stanich Lane) may be used as a staging area. All equipment and tools shall be in good working order. Personnel with experience described in the Invitation to Bidders shall be on site every day work is performed. All appurtenant tools and equipment are to be considered incidental to the associated work, available to the project as needed, and delivered to the site as a function of job mobilization.

Site Preparation

1. Temporarily close all public access points into the Park. This closure shall be in place prior to mobilization and throughout the work processes until demobilization and cleanup is complete; and
2. Place all necessary temporary erosion control BMP's prior to commencing work; and
3. Install temporary security fencing as needed; and
4. Install temporary driving surfaces and working surfaces where deemed necessary by the Contractor.

Site Clearing and Development

Clearing and development of the site is limited to removing branches from previously felled trees and placing new plants following methods in the order shown:

1. Site mobilization:
 - a. The Contractor shall submit for review all equipment to be used and operated within the Park; and
 - b. The Contractor shall submit a plan and description for closing the work areas to public access; and
 - c. Site access is limited to existing access points for vehicles.
2. Pre-development inspection:
 - a. The Contractor shall conduct a pre-redevelopment inspection of the Park to identify existing conditions; and
 - b. The Contractor shall note the condition of all trails, structures and amenities throughout the Park.
3. Removal of branches and debris:
 - a. The Contractor shall remove all branches from previously felled trees that are ½-inch diameter and larger; and
 - b. All branches from the felled trees within 5 feet of the trail edge shall be removed from the site; and
 - c. Debris pile near the asphalt path is to be completely removed regardless of branch size.
4. Soil preparation:
 - a. The Contractor shall place '3-way' topsoil over each area to be planted; and
 - b. The topsoil shall be placed 3-inches thick; and
 - c. Mulch shall be placed 3-inches thick over the topsoil; and
 - d. The mulch shall consist of fine or medium bark from a commercial source; and
 - e. Place a mulch ring around the plants in Zone 3.
5. Replacement trees:
 - a. Each replacement tree shall be a seedling that is 18-inches to 24-inches tall; and
 - b. The species of new trees shall be Western Red Cedar, Western White Pine and Red Alder; and
 - c. Quantity of each tree planted per zone shall be Western Red Cedar – 17 in Zone #1, 9 in Zone #2 and 16 in Zone #3; Western White Pine – 6 in each zone; and
 - d. Commercial fertilizer, appropriate to each plant type, shall be added to the planting hole prior to planting each tree.
6. Native understory and restoration:
 - a. The native understory shall be restored at locations identified on the Plans; and
 - b. Additional native plants shall be placed adjacent to each side of the trail within the hatched areas for topsoil and mulch; and
 - c. Native plants shall be planted at a ratio of 1 plant per 3 square feet, except in Zone #3 (see notes on Plans); and
 - d. Native plants shall be 1-gallon size minimum; and
 - e. The native plants to be used are salal, western sword fern and evergreen huckleberry; and

- f. The cedar fence shall be placed where and as detailed on the Plans; and
 - g. The trail dressing material shall be wood shavings supplied by Peninsula Topsoil in Belfair, Washington; and
 - h. The wood shavings shall be placed 3 to 4 inches thick.
7. Post-redevelopment inspection:
- a. The Contractor shall conduct a post-redevelopment inspection of the Park; and
 - b. The Contractor shall remove all loose trash, tools, equipment and debris associated with the work.

Site Cleanup and Restoration

- 1. Remove temporary security fencing.
- 2. Restore the site to the original condition with repairing gravel driving surfaces, removing temporary surfaces, and repairing grass landscaping surfaces.
- 3. Coordinate with the City for final acceptance inspection.

BID PROPOSAL

A. Acknowledgement

The undersigned bidder declares they have read the Contract, understands the conditions of the Contract, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

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

The work under this Contract shall be fully completed within the times specified in the Contract.

Any bid proposal with an incomplete unit price shall be considered non-responsive.

B. Bid Schedule

Show unit prices in figures only.

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	L.S.	\$ 2500.00	\$ 2500.00 ✓
2	General Force Account	1	Allow.	\$ 3,000.00	\$ 3,000.00 ✓
3	Topsoil	30	CY	\$ 75.00	\$ 2250.00 ✓
4	Mulch	30	CY	\$ 75.00	\$ 2250.00 ✓
5	Western Red Cedar	42	EA	\$ 19.52	\$ 819.84 ✓
6	Western White Pine	18	EA	\$ 19.52	\$ 351.36 ✓
7	Red Alder	47	EA	\$ 19.52	\$ 917.44 ✓
8	Restore Native Understory	1	LS	\$ 5000.00	\$ 5000.00 ✓
9	Trail Dressing	50	CY	\$ 75.00	\$ 3750.00 ✓
10	Cedar Fence	48	LF	\$ 35.00	\$ 1680.00 ✓
11	Maintenance Bond	1	LS	\$ 1500.00	\$ 1500.00 ✓
SUB-TOTAL					\$ 24,018.64 ✓
SALES TAX @ 8.5 %					\$ 2041.58 ✓
BID TOTAL					\$ 26,060.22 ✓

C. Measurement and Payment

As the plants for restoration of the native understory, Western Red Cedar, Western White Pine and Red Alder are secured by the Contractor, partial payments will be made after inspection by the Engineer. Payment of 15 percent (15%) of the unit Contract price of each associated item will be made when the plant materials have been secured. The Contractor shall provide the Engineer with certification that the plant material has been procured or contracted for delivery to the project for planting within the time limits of the project. The certification shall state the location, quantity, and size of all material.

1. "Mobilization and Demobilization" This lump sum item includes all labor, equipment, and materials to mobilization and demobilization to and from the work site. It shall include all fees incidental to the described work not otherwise captured by the remaining bid items below. It shall include all costs associated with furnishing and operating all equipment and tools necessary to perform the work described in this contract. Plus, site preparation, gaining access to the Park, setup and removal of all equipment will be included in this item.
The Contractor shall be responsible for proper maintenance of the site and periodic removal of all waste. Upon completion, the Contractor shall remove all equipment, extra materials, and waste, plus restore the site to its original condition as directed by the City.
The Contractor will be paid 70% of this item when equipment set up is completed and 30% when work at the site (including cleanup and restoration) is complete and all equipment is off site.
2. "General Force Account" This item includes payment as allowed and authorized by the City for additional work. No additional work shall proceed without prior approval from the City. The Contractor shall submit a "Project Labor List" (List). The List will be used to calculate force account labor payment. It shall include regular time and overtime rates for all work classifications of employees on site or expected to participate in force account work. The rates shall include the basic wage and fringe benefits. The City will reimburse invoice cost for Contractor-supplied materials. The City will reimburse the Contractor for the cost of equipment utilized in the force account work. The amount of payment for equipment that is utilized shall be determined according to a "Project Equipment List" submitted by the Contractor. This list shall include sufficient description to easily identify the equipment and the associated Blue Book rental value hourly rate. This rate shall be full compensation for all fuel, oil, lubrication, ordinary repairs, maintenance, and all other costs incidental to furnishing and operating the equipment except labor for operation. In addition to compensation for direct costs defined above, the City will pay markup of 29% of labor, 21% of equipment and 21% of materials. These markup amounts will cover project overhead, general company overhead, profit, bonding, insurance, Business & Occupation tax, and any other costs incurred.
The City has estimated and included in the Proposal, a dollar amount only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the City does not warrant expressly or by implication that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the City.
3. "Topsoil" This per cubic yard item includes all costs for furnishing of material, equipment, labor, and tools necessary to furnish and place topsoil where shown on the Plans.
4. "Mulch" This per cubic yard item includes all costs for furnishing of material, equipment, labor, and tools necessary to furnish, place and spread mulch where shown on the Plans.

5. "Western Red Cedar" This per each item includes furnishing of all plant materials, equipment, labor, tools and miscellaneous materials necessary to plant the new western red cedar trees (*Thuja Pllicata*) as shown on the Plans and described in Exhibit 'A'.
6. "Western White Pine" This per each item includes furnishing of all plant materials, equipment, labor, tools and miscellaneous materials necessary to plant the new western white pine trees (*Pinus Monticola*) as shown on the Plans and described in Exhibit 'A'.
7. "Red Alder" This per each item includes furnishing of all plant materials, equipment, labor, tools and miscellaneous materials necessary to install the new red alder trees (*Alnus Rubra*) as shown on the Plans and described in Exhibit 'A'.
8. "Restore Native Understory" This lump sum item includes all labor, equipment, and materials to furnish and install the native plants in areas shown on the Plans and described in exhibit A. It shall include all fees incidental to the described work not otherwise captured by the remaining bid items.
9. "Trail Dressing" This per cubic yard item includes all costs for furnishing of material, equipment, labor, and tools necessary to furnish, place and spread the fine wood shavings where shown on the Plans.
10. "Cedar Fence" This per linear foot item includes all costs for furnishing of material, equipment, labor, and tools necessary to construct the cedar split rail fence where shown on the Plans.

D. Bid Proposal Signature:

Bidder Signature:  _____

Printed Bidder Name: David Wescott

Company Name: SMS- Superior Maintenance Solutions LLC

Mailing Address: 19410 Hwy 99 Ste. A-136
Lynnwood, WA 98036

Phone: (425) 233-8669 cell (206) 790-2510

Fax: (888) 699-1936

Email: office@s-m-s-services.com

*** END OF EXHIBIT A ***



Subject: First Reading of Ordinance
McCormick Creek Phase 1 Rezone to PRD
Zone (PL-FPRD-15-0005)

Proposed Council Action: Adopt ordinance
No. 1333 at first reading, as allowed by GHMC
1.08.020.C.

Dept. Origin: Planning Department

Prepared by: Kenneth George, Associate Planner
KMG 3/7/2016

For Agenda of: March 14, 2016

Exhibits: Ordinance
Final Plat Map

Initial & Date

Concurred by Mayor: *SG 3/7/16*
Approved by City Administrator: *RonW 3/7/16*
Approved as to form by City Atty: *email 3/7/16*
Approved by Finance Director: *N/A*
Approved by Department Head: *JK 3/7/16*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION/BACKGROUND

Attached for your consideration is an ordinance directing the Planning Director to amend the official City Zoning Map to reflect the approval of the Final Planned Residential Development for McCormick Creek Plat Phase 1, as required by GHMC 17.89.130.

The approval of the McCormick Creek Phase 1 Final Plat and Final PRD is a closed record decision and a separate agenda item has been placed on the consent agenda for March 14, 2016 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. 1333 at first reading, as allowed by GHMC 1.08.020.C.

ORDINANCE NO. 1333

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING 52.16 ACRES FROM R-1 ZONING DISTRICT AND MUD OVERLAY DISTRICT TO PRD (PLANNED RESIDENTIAL DEVELOPMENT), LOCATED OFF BURNHAM DRIVE AT 50TH AVENUE NORTHWEST, AND CITY OF GIG HARBOR FILE NO. PL-FPRD-15-0005, AND AMENDING THE OFFICIAL ZONING MAP TO BE CONSISTENT THEREWITH

WHEREAS, McCormick Creek, LLC requested Final PRD Approval for Phase 1 of the McCormick Creek Plat located on the east side of Burnham Drive at 50th Avenue Northwest; Pierce County Assessor-Treasurer Parcel Number 0222312023, 0222312027, 0222312028, 0222312029, 0222313008, 0222313012, 0222313023, 0222313069 and 0222313070; and

WHEREAS, the land use designation in the Comprehensive Plan for the subject site is Mixed Use; and

WHEREAS, the existing zoning district on the Official Zoning Map of the City for the subject site is Single-Family Residential (R-1) with a Mixed Use District Overlay (MUD); and

WHEREAS, on December 17, 2009, McCormick Creek LLC requested Preliminary Planned Residential Development (PRD) approval for 52.16 acres, comprised of 9 parcels, into 182 single family residential lots and 3 nonresidential lots that would be developed with a total of 185 units on the subject site; and

WHEREAS, a Revised SEPA threshold determination of Mitigated Determination of Nonsignificance was issued on February 4, 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 April 1, 2010, at which time the Hearing Examiner heard public testimony on the preliminary PRD; and

WHEREAS, the Hearing Examiner approved the Preliminary PRD in a decision dated April 7, 2010; and

WHEREAS, no appeals of the decision were filed; and

WHEREAS, McCormick Creek LLC requested a Revision to the Approved Preliminary Planned Residential Development (PRD) for the park and open space tracts to accommodate reducing the total number of lots from 185 to 160 (comprising of 157 residential lots and 3 nonresidential lots) on February 18, 2014; and

WHEREAS, the preliminary PRD is a Type III-A action as defined in GHMC 19.01.003(B); and

WHEREAS, Amendment No. 1 to the McCormick Creek Development Agreement recorded on August 7, 2014 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 14, 2014; and

WHEREAS, the appeal period expired on September 4, 2014; and

WHEREAS, no appeals of the decision were filed; and

WHEREAS, an application for final PRD approval was submitted to the City and deemed complete on October 20, 2015 for Phase 1, 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. 1029 on March 14, 2016; 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 March 14, 2016;

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

Section 1. The real property located east of Burnham Drive at 50th Avenue Northwest, a portion of Pierce County Assessor-Treasurer Parcel Number 0222312023, 0222312027, 0222312028, 0222312029, 0222313008, 0222313012, 0222313023, 0222313069 and 0222313070, and legally described in Exhibit "A", is hereby rezoned from Single-Family Residential (R-1) and Mixed Use Overlay (MUD) to Planned Residential Development (PRD).

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 14nd day of March, 2016.

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:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO: 1333

LEGAL DESCRIPTION

McCormick Creek Phase 1 property

North portion

That portion of Government Lots 2 and 3 and the Northwest quarter of the Southeast quarter of the Northwest quarter, all in Section 31, Township 22 North, Range 2 East, W.M., in Pierce County, Washington, described as follows:

BEGINNING at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 31;

THENCE North 01° 21' 35" East, 993.99 feet along the West line thereof to the South line of the North 330 feet of said Northwest quarter of the Southeast quarter of the Northwest quarter;

THENCE South 88° 22' 12" East, 27.00 feet along said South line;

THENCE North 01° 21' 35" East, 111.66 feet to a point of curvature;

THENCE Northeasterly along the arc of a curve to the right, having a radius of 20.00 feet, through a central angle of 90° 16' 45" and an arc length of 31.51 feet;

THENCE North 01° 05' 38" East, 42.00 feet to a point on a curve, the radius point of which bears North 01° 38' 21" East;

THENCE Northwesterly along the arc of a curve concave to the Northeast, having a radius of 20.00 feet, through a central angle of 89° 43' 15" and an arc length of 31.32 feet;

THENCE North 88° 07' 05" West, 46.00 feet to a point on a curve, the radius point of which bears North 88° 38' 25" West;

THENCE Southwesterly along the arc of a curve concave to the Northwest, having a radius of 20.00 feet, through a central angle of 56° 47' 45" and an arc length of 19.83 feet;

THENCE North 01° 21' 06" East, 106.68 feet;

THENCE North 88° 21' 39" West, 150.00 feet;

THENCE South 01° 38' 21" West, 110.00 feet;

THENCE North 88° 21' 39" West, 6.14 feet;

THENCE South 01° 38' 05" West, 42.00 feet to a point on a curve, the radius point of which bears South 01° 38' 21" West;

THENCE Southeasterly along the arc of a curve concave to the Southwest, having a radius of 20.00 feet, through a central angle of 89° 42' 45" and an arc length of 31.32 feet;

THENCE South 01° 21' 06" West, 70.10 feet;

THENCE North 88° 21' 39" West, 105.35 feet;

THENCE South 01° 38' 21" West, 132.00 feet;

THENCE South 88° 21' 39" East, 6.01 feet;

THENCE South 01° 21' 06" West, 90.00 feet;

THENCE North 88° 21' 39" West, 145.71 feet;

THENCE South 73° 39' 01" West, 142.51 feet;

THENCE South 89° 37' 44" West, 85.21 feet;

THENCE North 54° 11' 38" West, 74.06 feet;

THENCE South 13° 41' 08" East, 92.74 feet;

THENCE North 44° 59' 04" East, 4.14 feet to a point of curvature;

THENCE Northeasterly along the arc of a curve to the right, having a radius of 60.00 feet, through a central angle of 93° 42' 21" and an arc length of 98.13 feet;

THENCE South 41° 18' 36" East, 28.16 feet;
THENCE South 41° 45' 18" East, 43.97 feet to a point of curvature;
TEHCNE Southeasterly along the arc of a curve to the right, having a radius of 60.00 feet, through a central angle of 17° 02' 01" and an arc length of 17.84 feet;
THENCE South 24° 43' 17" East, 15.55 feet;
THENCE South 85° 40' 24" East, 7.76 feet;
THENCE South 83° 48' 17" East, 62.45 feet to a point of curvature;
TEHNCE Southeasterly along the arc of a curve to the right, having a radius of 60.00 feet, through a central angle of 10° 41' 43" and an arc length of 11.20 feet;
THENCE South 73° 06' 33" East, 45.37 feet;
THENCE South 76° 03' 21" East, 42.21 feet to a point of curvature;
THENCE Southeasterly along the arc of a curve to the right, having a radius of 60.00 feet, through a central angle of 52° 46' 52" and an arc length of 55.27 feet;
THENCE South 23° 16' 29" East, 29.59 feet to a point of curvature;
THENCE Southerly along the arc of a curve to the right, having a radius of 60.00 feet, through a central angle of 67° 54' 39" and an arc length of 71.12 feet;
THENCE South 44° 38' 10" West, 28.36 feet;
THENCE South 20° 03' 32" West, 25.46 feet;
THENCE South 33° 29' 21" West, 52.50 feet to a point of curvature;
THENCE Southwesterly along the arc of a curve to the right, having a radius of 60.00 feet, through a central angle of 43° 55' 22" and an arc length of 46.00 feet;
THENCE South 77° 24' 44" West, 6.98 feet;
THENCE South 33° 14' 59" West, 2.16 feet;
THENCE South 08° 39' 29" West, 43.34 feet;
THENCE South 14° 29' 17" West, 32.83 feet to a point of curvature;
THENCE Southwesterly, Westerly and Northwesterly along the arc of a curve to the right, having a radius of 60.00 feet, through a central angle of 169° 36' 11" and an arc length of 177.61 feet;
THENCE North 04° 05' 28" East, 27.73 feet;
THENCE North 05° 55' 29" East, 42.69 feet to a point of curvature;
THENCE Northeasterly along the arc of a curve to the right, having a radius of 60.00 feet, through a central angle of 06° 33' 24" and an arc length of 6.87 feet;
THENCE North 12°28' 53" East, 35.29 feet to a point of curvature;
THENCE Northeasterly along the arc of a curve to the Northeast, having a radius of 60.00 feet, through a central angle of 15° 54' 06" and an arc length of 16.65 feet;
THENCE North 28° 22' 59" East, 34.72 feet;
THENCE North 39° 00' 46" West, 18.90 feet;
THENCE North 81° 10' 58" West, 14.70 feet;
THENCE South 81° 23' 20" West, 70.85 feet;
THENCE North 60° 59' 16" West, 39.31 feet to the East margin of the City of Tacoma's Lake Cushman Electric Power Line Right of Way, as established by the Survey recorded under Auditor's File No. 8505230259, records of Pierce County, Washington;
THENCE South 13° 40' 59" East, 458.15 feet along said margin;
THENCE North 76° 18' 52" East, 4.52 feet to a point of curvature;
THENCE Easterly and Southeasterly along the arc of a curve to the right, having a radius of 112.50 feet, through a central angle of 70° 59' 29" and an arc length of 139.39 feet;
TEHNCE South 32° 41' 39" East, 45.58 feet;
THENCE South 43° 55' 14" East, 22.49 feet to a point of curvature;
THENCE Southerly along the arc of a curve to the right, having a radius of 112.50 feet, through a central angle of 37° 38' 36" and an arc length of 73.91 feet;

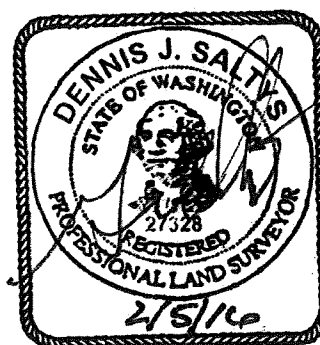
THENCE South 06° 16' 38" East, 65.51 feet;
THENCE South 21° 31' 44" East, 13.75 feet to a point of curvature;
THENCE Southeasterly along the arc of a curve to the right, having a radius of 112.50 feet, through a central angle of 09° 01' 44" and an arc length of 17.73 feet;
THENCE South 12° 30' 00" East, 25.60 feet;
THENCE South 27° 03' 19" East, 19.50 feet;
THENCE North 66° 14' 16" East, 86.12 feet to a point of curvature;
THENCE Easterly along the arc of a curve to the right, having a radius of 112.50 feet, through a central angle of 57° 11' 39" and an arc length of 112.30 feet;
THENCE North 78° 46' 37" East, 43.28 feet to a point of curvature;
THENCE Easterly along the arc of a curve to the right, having a radius of 112.50 feet, through a central angle of 17° 14' 27" and an arc length of 33.85 feet;
THENCE South 00° 54' 55" West, 18.22 feet to a point of curvature;
THENCE Southerly along the arc of a curve to the left, having a radius of 207.00 feet, through a central angle of 24° 00' 11" and an arc length of 86.72 feet to the East line of said Government Lot 3;
THENCE North 00° 54' 44" East, 311.92 feet along said line to the POINT OF BEGINNING.

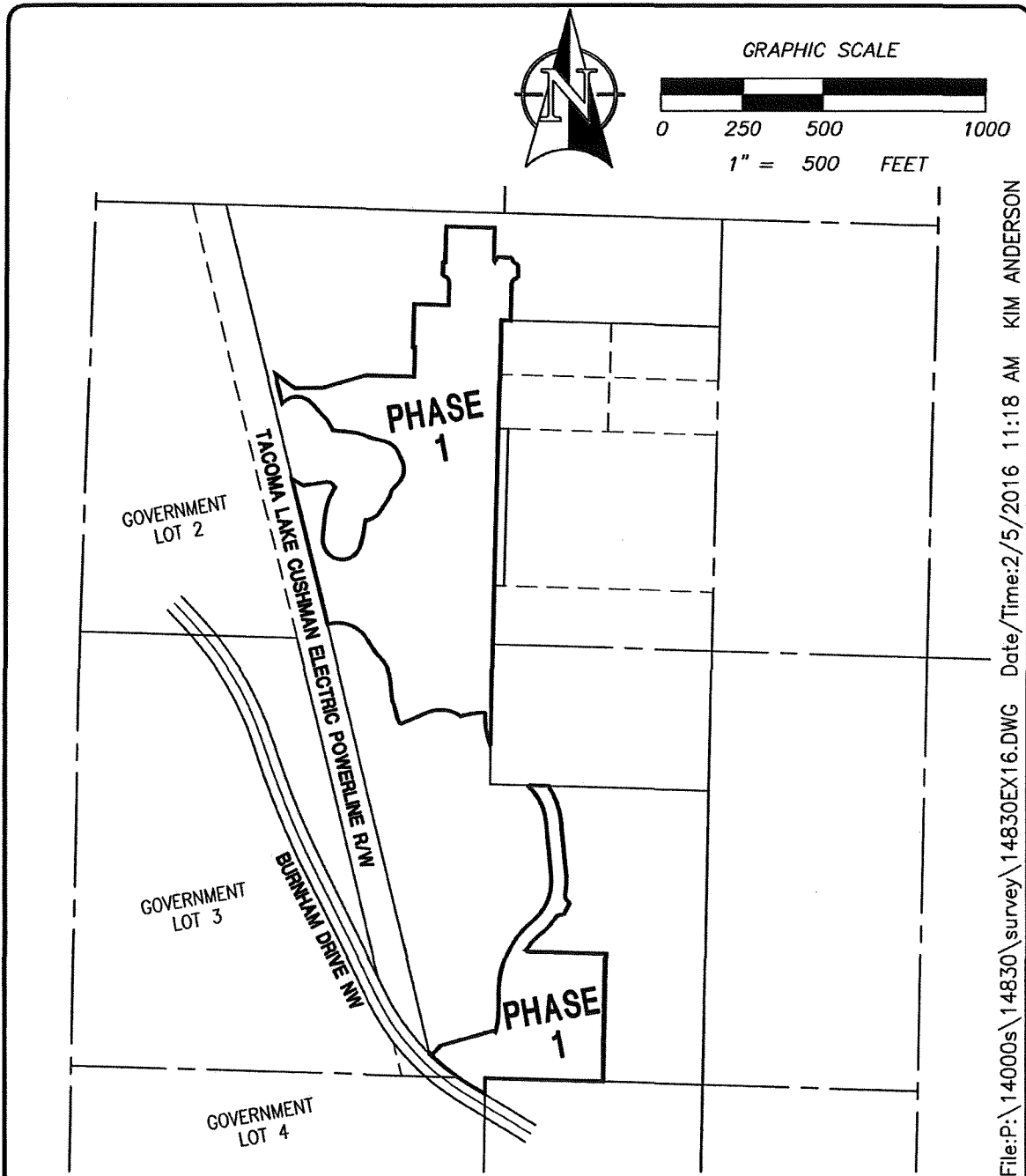
South portion

That portion of Government Lots 3 and 4 and the West half of the Northeast quarter of the Southwest quarter, all in Section 31, Township 22 North, Range 2 East, W.M., in Pierce County, Washington, described as follows:

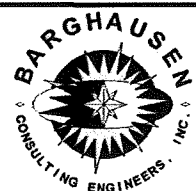
BEGINNING at the Southwest corner of said West half of the Northeast quarter of the Southwest quarter;
THENCE South 88° 16' 20" East, 360.31 feet along the South line thereof;
THENCE North 01° 02' 49" East, 389.94 feet;
THENCE North 88° 16' 16" West, 244.82 feet to appoint on a curve, the radius point of which bears South 58° 07' 39" East;
THENCE Northeasterly along the arc of a curve concave to the Southeast, having a radius of 227.00 feet, through a central angle of 15° 49' 00" and an arc length of 62.66 feet;
THENCE North 47° 41' 21" East, 28.25 feet to a point of curvature;
THENCE Northeasterly along the arc of a curve to the left, having a radius of 199.00 feet, through a central angle of 14° 22' 34" and an arc length of 49.93 feet to a point of reverse curvature;
THENCE Northeasterly along the arc of a curve to the right, having a radius of 20.00 feet, through a central angle of 75° 41' 21" and an arc length of 26.42 feet;
THENCE North 28° 07' 57" East, 42.85 feet to a point on a curve, the radius point of which bears North 13° 48' 01" East;
THENCE Northwesterly along the arc of a curve concave to the Northeast, having a radius of 20.00 feet, through a central angle of 87° 49' 54" and an arc length of 30.66 feet to a point of reverse curvature;
THENCE Northerly along the arc of a curve to the left, having a radius of 199.00 feet, through a central angle of 17° 05' 20" and an arc length of 59.35 feet;
THENCE North 05° 27' 24" West, 168.97 feet to a point of curvature;

THENCE Northwesterly along the arc of a curve to the left, having a radius of 223.00 feet, through a central angle of 29° 36' 25" and an arc length of 115.23 feet to the North line of the South 900 feet of said West half;
THENCE North 88° 16' 20" West, 62.43 feet along said North line to appoint on a curve, the radius point of which bears South 42° 44' 30" West;
THENCE Southeasterly along the arc of a curve concave to the Southwest, having a radius of 177.00 feet, through a central angle of 41° 48' 06" and an arc length of 129.13 feet;
THENCE South 05° 27' 24" East, 168.97 feet to a point of curvature;
THENCE Southerly and Southwesterly along the arc of a curve to the right, having a radius of 153.00 feet, through a central angle of 53° 08' 45" and an arc length of 141.92 feet;
THENCE South 47° 41' 21" West, 28.25 feet to a point of curvature;
THENCE Southerly along the arc of a curve to the left, having a radius of 273.00 feet, through a central angle of 46° 46' 25" and an arc length of 222.86 feet;
THENCE South 00° 54' 56" West, 79.13 feet to a point of curvature;
THENCE Southerly along the arc of a curve to the right, having a radius of 173.00 feet, through a central angle of 16° 47' 12" and an arc length of 50.69 feet;
THENCE South 30° 59' 18" West, 2.06 feet;
THENCE North 58° 57' 48" West, 9.00 feet;
THENCE South 74° 28' 13" West, 166.95 feet;
THENCE South 42° 41' 57" West, 39.14 feet to a point on a curve, the radius point of which bears North 43° 32' 16" East;
THENCE Northwesterly along the arc of said curve, concave to the Northeast, having a radius of 683.20 feet, through a central angle of 01° 03' 34" and an arc length of 12.63 feet to a point on the East margin of said City of Tacoma's Lake Cushman Electric Power Line Right of Way;
THENCE South 13° 40' 59" East, along said margin, 5.68 feet to a point on a curve, being the North margin of Gig Harbor Longbranch Highway (Old State Hwy. No. 14) (Burnham Drive NW), a 30.00 foot half right-of-way width, the radius point of which bears North 44° 11' 38" East;
THENCE Southeasterly along said margin, along the arc of a curve concave to the Northeast, having a radius of 686.20 feet, through a central angle of 13° 00' 16", and an arc length of 155.75 feet;
THENCE South 58° 48' 38" East, 55.18 feet along said margin to the East line of said Government Lot 4;
THENCE North 00° 54' 44" East, 49.00 feet along said line to the POINT OF BEGINNING.





File:P:\14000s\14830\survey\14830EX16.DWG Date/Time:2/5/2016 11:18 AM KIM ANDERSON

SCALE: HORIZONTAL 1"=500' VERTICAL N/A		MCCORMICK CREEK PHASE 1 REZONE EXHIBIT R-1 TO PRD	JOB NUMBER 14830				
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES			14830L.014.DOC SHEET 1 of 1				
DESIGNED	XXX	DRAWN	KMA	CHECKED	APPROVED	DATE	2/4/16



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

Subject: Official Ballot for Zoo/Trek Authority Board Position No. 2

Proposed Council Action:

Cast a vote for Michael Perrow for Position 2
On the Zoo / Trek Authority Board.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk

For Agenda of: March 14, 2016

Exhibits: Ballot and Bios

Initial & Date.

Concurred by Mayor:

*JB 3-3-16
Rowl 3/3/16*

Approved by City Administrator:

Approved as to form by City Atty:

N/A

Approved by Finance Director:

N/A

Approved by Department Head:

N/A

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

INFORMATION / BACKGROUND

Last month Council forwarded a recommendation to nominate Councilmember Michael Perrow for representation on the Zoo/Trek Authority Board. This position is established to specifically represent the viewpoint of the thirteen small cities and towns in Pierce County.

Four nominations are before you: Caroline Belleci, City of University Place; Justin Evans, City of Bonney Lake; Denise McCluskey, City of University Place; Michael Perrow, City of Gig Harbor; Heather Shadko, City of Puyallup, and Lew Wolfrom, City of Fife.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Cast a vote for Michael Perrow for Position Two on the Zoo/Trek Authority Board.

**ZOO and TREK AUTHORITY BOARD
POSITION TWO**

**OFFICIAL BALLOT
VOTE FOR ONE**

Caroline Belleci	City of University Place
Justin Evans	City of Bonney Lake
Dee-Dee Gethers	City of Fife
Denise McCluskey	City of University Place
Michael Perrow	City of Gig Harbor
Kim Roscoe	City of Fife
Heather Shadko	City of Puyallup
Lew Wolfrom	City of Fife

write-in candidate

The city/town of Gig Harbor wishes to cast its vote for Michael Perrow of the City/Town of Gig Harbor to serve as a member of the Zoo and Trek Authority Board (ZTA) for a three-year term, representing the 11 larger cities and towns within the Pierce County Regional Council boundary.

Date: _____

By: _____

Title: Mayor

Please submit this form with a council resolution or motion. Please email your ballots by **March 17, 2016 at 4:00 pm.** to Cindy Anderson, PCRC Clerk, at cander5@co.pierce.wa.us or call 253-798-2630 if you have any questions. Thank you.

Zoo and Trek Authority Board
Position Two Nominations
Biographies

Caroline Belleci – City of University Place

Family: Married with two sons

Schooling: Teheran American School in Tehran, Iran; AA Degree, Business Administration at Western Oklahoma State College, Altus, OK; BA Degree, Business Administration–Accounting Major at University of Puget Sound, Tacoma, WA

Occupation: 25 years of experience in accounting, contracting and project administration in a wide range of businesses from health related, non-profit and ten plus years in commercial construction

Professional Interests: Community planning and land use issues, local community events, such as Duck Parade, Community Festival, Cider Squeeze, NJROTC Booster Club volunteer at Curtis High School, Community Volunteerism

Council Experience: Community Council and resulting incorporation campaign, Planning Commission, including chair, Citizens Advisory Committee for Chambers Bay Master Site Plan, Tacoma Narrows Bridge Citizens Advisory Committee

Justin Evans – City of Bonney Lake

Family: Married with one daughter

Community Service: Founder of “A March to Give” toy drive to benefit the children of Seattle Children’s Hospital-Strong Against Cancer Foundation, Volunteer Firefighter / EMT, and Beautify Bonney Lake volunteer

Professional Experience: Operations manager, project manager, project engineer, and logistics coordinator

Elected/Legislative Experience: City of Bonney Lake Councilmember also serving on the Public Safety and Economic Development committees, PSRC alternate, PCRC alternate, legislative session assistant to State Senator Jim Kastama

Dee-Dee Gethers – City of Fife

Personal Information: Married with children, lived in Fife for nine years

Education: MBA in Human Resources and Bachelor’s Degree in Marketing

Professional Experience: Works locally as a Senior Healthcare Sourcing Recruiter.

Community Involvement: Fife City Councilmember and sub-committee for Board & Commission appointments, alternate liaison to the Fife School Board, the Volunteer Police Department Reserve Board and the Parks, Recreation and Community Service Advisory Board, Fife Chamber of Commerce, Saddle Creek HOA, and Fife PRCS board member.

Denise McCluskey – City of University Place

Family: Married with two grown children and one grandchild

Schooling: AA in Arts and Business; BA-Organizational Leadership: Chapman University; MS-Human Resources Development: Chapman University

Occupation: Regional Manager, RMHS, Fort Lewis

Community Services: School enhancement instructor, Dance Theatre Northwest board, Boy Scouts, Girl Scouts, Pierce College business advisory committee, University Place Capital Strategy Task Force, Conservation Futures board, Curran Cider Squeeze, Gilda Club, Hess Park Committee liaison, Homestead Park volunteer; Parks Appreciation Day facilitator; University Place Planning Commission, Preservation committees for Kobayashi, Colgate, and Curran House, Regional Center Advisory committee member, steering committee for fire chief selection, Tahoma Audubon Society, Toastmasters, United Way

Michael Perrow – City of Gig Harbor

Family: Married

Education: BA in Business with concentration in economics and finance, Gonzaga University

Occupation: Small business owner/operator in Gig Harbor and owner/manager of commercial and residential real estate

Personal Information: Gig Harbor resident over 35 years, married with two young children

Community Involvement: City of Gig Harbor Parks Commission; Gig Harbor City Council; Organizer of Parks Appreciate Day for City of Gig Harbor; Tacoma Narrows Airport Advisory Commission; Peninsula High School Scholarship Program; Harbor History Museum Advisory Board; Downtown Waterfront Alliance; Peninsula School District

Kim Roscoe – City of Fife

Personal Information: Married with three sons

Education: Bachelor of Arts, Business Administration - WWU

Professional Experience: Small business owner since 2004; Event Coordinator for CHI Franciscan Health; Event Manager Camp Patriot; Contract Coordinator; Customer Service Representative; Life insurance Administrator

Community Involvement: Fife City Councilmember, Fife Planning Commission, Zoo/Trek Authority, the Police Advisory Committee, the Jail expansion Committee; Councilmember Liaison for the Fife Milton Edgewood Chamber of Commerce and Wellness Committee, sits on the Council Sub-Committee for Board & Commission Appointments, is alternate liaison PSRC Freight Mobility Roundtable, PSRC Transportation Policy Board, the Pierce County Flood Control Zone District Advisory Committee, the Fife Historical Society, and the Voucher Review Committee.

Heather Shadko – City of Puyallup

Personal Information: Married, originally from the Midwest, has lived in Puyallup since 1998

Education: BS in Business Administration, University of Mississippi

Professional Experience: Contract and procurement specialist Port of Tacoma, Hospital clinic administrator and educational testing administrator

Community Involvement: Puyallup City Council, Puyallup Library Board Chair and Board member, Puyallup Planning Commission, Puyallup Library Foundation member, Girl Scouts, volunteers for projects such as rain garden installation, Pierce Conservation tree plantings, and Library Foundation program

Lew Wolfrom – City of Fife

Personal Information: Married with three daughters and one son-in-law.

Education: Olympic Community College; BS Life Science, University of Portland; BS Pharmacy, UW

Professional Experience: U.S. Air Force, Captain, B-52 Navigator and Registered Pharmacist

Community Involvement: Fife City Council, Council Liaison to the Puyallup School Board, the Parks, Recreation & Community Services Citizen Advisory Board and the Tree Commission, alternate liaison to the Youth Commission, the Fife School Board, and the PCRC, former Fife School Board member, Fife Planning Commission member, Fife's "Night Out Against Crime," the Fife Library project, and the Fife Milton Daffodil parade float.

THE STATE OF WASHINGTON



JAY INSLEE
GOVERNOR

In acknowledgment of special trust and confidence in the integrity,
diligence and discretion of

Stephen Misiurak

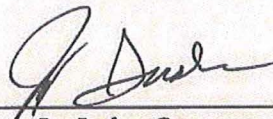
I, Jay Inslee, Governor of the State of Washington, do appoint and
commission as a member of the

Public Works Board

for the term ending June 30, 2019 to hold the office with all rights,
duties and responsibilities legally pertaining to this position of public
trust.

In Testimony Whereof, I have set my hand
and caused the Seal of State to be affixed at
Olympia, this February 24, 2016.




Jay Inslee, Governor


Kim Wyman, Secretary of State

March 4, 2016

Molly Towslee, City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Molly:

AWC is currently calling for applications for open positions on the AWC Board of Directors. Included with this letter please find a memo from AWC Nominating Committee Chair, Craig George regarding the 2016 AWC Board of Directors Recruitment. If possible, please add to the next council meeting agenda and distribute to your elected officials.

All applications must be submitted to AWC by 5:00 pm Friday, March 25, 2016. You may mail, fax or email this form to the attention of Michelle Catlin, Association of Washington Cities, 1076 Franklin Street SE, Olympia, WA 98501; Fax: (360) 753-0149; or michellec@awcnet.org.

Thank you for helping us get information about the AWC Board of Directors recruitment to your elected officials. If you have any questions please feel free to contact me.

Sincerely,



Michelle Catlin
AWC Executive Assistant

DATE: March 4, 2016

TO: Elected Officials

FROM: Craig George, Chair, AWC Nominating Committee Chair and Immediate Past President

SUBJECT: **2016 AWC Board of Directors Recruitment**

As communicated in the recent issue of CityVoice - electronic newsletter, the 2016 AWC Nominating Committee is currently calling for applications for open positions on the AWC Board of Directors and I wanted to let you know that there is still an opportunity to submit applications.

An AWC Bylaw amendment approved by the membership in 2014 went into effect in 2015, making At-Large Position #2 Western; and At-Large #4 Eastern, two-year terms beginning in 2016. At Large Positions #1 and #3 were elected to two year terms in 2015.

Members of the AWC Board of Directors play a critical leadership role in the success of the Association. As a board member, you provide overall governance and policy direction for the Association. The AWC Board annually adopts state and federal legislative priorities, adopts the AWC budget, establishes membership fees, and provides policy direction regarding a wide variety of other issues affecting cities and towns, and the association.

The Nominating Committee has received applications from the following candidates:

Open Positions

2016 Board Applicants

- | | |
|-------------------------------------|---|
| • President | Jim Restucci, Mayor, Sunnyside (incumbent) |
| • Vice President | Pat Johnson, Mayor, Buckley (incumbent) |
| • District 2 | KC Kuykendall, Councilmember, Waitsburg (incumbent) |
| • District 4 | |
| • District 6 | |
| • District 8 | Jon Nehring, Mayor, Marysville (incumbent) |
| • District 12 | Ed Stern, Councilmember, Poulsbo (incumbent) |
| • District 14 | Beth Munns, Councilmember, Oak Harbor (incumbent) |
| • At-Large #2 (Western, <5,000 pop) | |
| • At-Large #4 (Eastern, <5,000 pop) | Dorothy Knauss, Mayor, Chewelah (incumbent) |

If you are interested in serving, I strongly encourage you to apply. To do so, please complete and return the Board of Directors application, located at www.awcnet.org/AboutUs/Getinvolved.aspx, to AWC by **5:00 pm Friday, March 25, 2016**. You may mail, fax or email this form to the attention of Michelle Catlin, Association of Washington Cities, 1076 Franklin Street SE, Olympia, WA 98501; Fax: (360) 753-0149; or michellec@awcnet.org.

If you have questions about the AWC Board, please feel free to contact Luann Hopkins luannh@awcnet.org. You will find additional information about the AWC Board of Directors on awcnet.org (About Us, Board of Directors).