GIG HARBOR CITY COUNCIL MEETING

FEBRUARY 24, 1992

7:00 p.m., City Hall Council Chambers

e e e	 the state of the state of	

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING FEBRUARY 24, 1992

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

A CONTRACTOR OF SAID

PUBLIC HEARINGS: None scheduled.

APPROVAL OF MINUTES:

CORRESPONDENCE: None scheduled.

OLD BUSINESS:

- 1. Critical areas ordinance 3rd reading.
- 2. Ordinance approving ANX91-03: Randall Drive 2nd reading.
- Vacation of a portion of alley request by Nick and Nancy Jerkovich.

NEW BUSINESS:

- 1. Request for time extension/modification to site plan by Bush/Polen Office Building.
- 2. Street name changes at North Creek Estates.
- 3. Contract for professional services wetlands mapping project.
 - 4. Tacoma Public Utilities request for water service.
 - 5. Standard utility service extension agreement.
 - 6. Eden Systems software support contract.

DEPARTMENT MANAGERS' REPORTS: None scheduled.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT: None scheduled.

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

Warrants # through # in the amount of \$

EXECUTIVE SESSION: None scheduled.

ADJOURN:

	the state of the state of the state of	$(-1, \Delta_{\rm color}) = (-1, -1, \Delta_{\rm color})$	The second second	11 - 1 - 14	Programme and the	2.20	
						i	

REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 10, 1992

PRESENT: All present.

PRESENTATIONS:

- 1. Ric Silva and King Cushman, representing Pierce
 Transit, provided information regarding the Regional
 Transit Project.
- 2. <u>Larry Oathout showed slides on fish habitats on Donkey</u> and Crescent Creeks.

CALL TO ORDER: 7:50 p.m.

APPOINTMENTS:

1. Planning Commission member.

Mayor Wilbert introduced Carl Halsan as her nominee to fill the seat vacated by Jeanne Stevens-Taylor on the Planning Commission.

MOTION:

To confirm the appointment of Carl Halsan to the Planning Commission. His term to end June, 1993.

English/Frisbie - approved by a vote of 4 - 1 with Markovich voting against.

2. Jeanne Stevens-Taylor was appointed as an alternate delegate to the steering committee of the Growth Management Coordinating Committee.

PUBLIC HEARINGS: None scheduled.

MINUTES:

MOTION: To approve the minutes as corrected of the

meeting of January 27, 1992.

English/Platt - unanimously approved.

OLD BUSINESS:

Critical areas ordinance - 2nd reading.
 Planning Director Ray Gilmore provided counci

Planning Director Ray Gilmore provided council with the revised and modified ordinance as recommended by the joint Planning Commission and City Council worksession.

MOTION: To adopt Ordinance #619.

Frisbie/English - (this item was tabled)

MOTION TO AMEND ORIGINAL MOTION:

On page three: Section 18.12.030 - To read: "This chapter applies to all designated or defined critical areas within the City of Gig Harbor." Also, include a definition of Critical Areas: "Consists of those lands which are subject to natural hazards, contain important or significant natural resources, or which have a high capability of supporting important natural resources." Frisbie/Markovich - unanimously approved.

MOTION TO AMEND ORIGINAL MOTION:

On page seven: Section 18.12.040A - add the words "SEPA Environmental Review" after reference to the Environmental Policy Ordinance.
Frisbie/Markovich - unanimously approved.

MOTION TO AMEND ORIGINAL MOTION:

On page nine: Section 18.12.050A - Item #2, leave subsection (a) and remove subsection (b).

Markovich/Frisbie - approved by a vote of 4 - 1 with Platt voting against.

MOTION TO AMEND ORIGINAL MOTION:

On page eleven: Section 18.12.050A - Item #2 in subsection (b) delete ii. Frisbie/Stevens-Taylor - unanimously approved.

MOTION TO AMEND ORIGINAL MOTION:

Section 18.12.050A - Item #2, create a new subsection (d) to read: "Project construction shall be required to implement all recommended mitigation requirements of the report referenced in subsection 2.a., and any additional requirements as determined by city staff. In addition, should adjacent properties be adversely impacted by the implementation or construction, additional mitigation measures necessary to minimize or eliminate these impacts shall be implemented by the applicant."
Frisbie/Markovich - unanimously approved.

n grafagen de en en en het de en fafo

MOTION TO AMEND ORIGINAL MOTION:

To delete 18.12.060C.

Frisbie/Markovich - unanimously approved.

MOTION TO AMEND ORIGINAL MOTION:

To add to Section 18.12.090(3), a new subsection (f) which reads: "Assessment of project impact or effect on water quality in Crescent or Donkey (North) Creeks, and any proposed methods or practices to avoid degradation of water quality."

Frisbie/English - unanimously approved.

MOTION TO AMEND ORIGINAL MOTION:

To add to Section 18.12.110(B) (6): "The director may impose any reasonable conditions on the granting of the reasonable use exception, consistent with the minimum requirements of this chapter."

Markovich/English - unanimously approved.

MOTION TO AMEND ORIGINAL MOTION:

To table until the meeting of February 24,
1992.
English/Frisbie - unanimously approved.

2. Resolution approving VAR91-24: Jerkovich.

MOTION: To approve Resolution #345.

Markovich/Stevens-Taylor - unanimously approved.

3. Resolution approving PUD91-01: Rush Construction.

MOTION: To approve Resolution #346.
Frisbie/Markovich - unanimously approved.

4. Hearing Examiner report and recommendation on SDP91-06/VAR91-25: Logan.

Mr. Gilmore provided council with information on the report.

MOTION: To approve Resolution #347.

Markovich/English - unanimously approved.

gen iku mangan menjangan digunggan mengan mengan digunggan digunggan digunggan digunggan menjang digunggan digu

5. Request for sewer utility service - Dan Perkins.
Public Works Director Ben Yazici explained the request for sewer service.

MOTION: To approve the request for sewer utility service as recommended by the Public Works Director with a new standard contract for utility extension agreements to be brought to council.

Frisbie/Stevens-Taylor - unanimously

approved.

6. PTI franchise ordinance - 2nd reading.

MOTION: To adopt Ordinance #620.

Frisbie/Platt - unanimously approved.

7. Waterfront land acquisition ordinance - 2nd reading.

Chuck Lindner, acting as the city's agent in the purchase of the property, explained the confusion that currently exists with the purchase due to the owner declaring bankruptcy.

Paul Gustafson, former owner of the property, provided some information pertaining to the transactions between himself and the current owners.

MOTION: To table this issue until it can be

determined who owns the property and if it is

actually for sale.

Markovich/ - motion died for lack of a

second.

MOTION: To terminate all ties with Mr. Lindner, Mr.

Mason, and MCI, Inc. and all deals on this project until it can be clearly established

who has ownership and title.

Frisbie/Platt - unanimously approved.

8. Ordinance transferring a portion of Stinson - 2nd reading.

MOTION: To adopt Ordinance #621.

Frisbie/Stevens-Taylor - unanimously

approved.

Minutes of 2/10/92 Page 5

NEW BUSINESS:

- Ordinance approving ANX91-03: Randall Drive 1st reading.
- Dolphin Reach Associates.

 Mr. Gilmore explained the request to place quarry rock along the shoreline. The Hearing Examiner recommended denial of the request.

Robert Prahler, Joe Alvarez, and Carl Noble all spoke in favor of the request.

John Chen, neighboring property owner, expressed concerns over the installation of the rock and the effect such installation would have on his property.

MOTION:

To remand this item back to the Hearing Examiner and have the applicant present new evidence in favor of his proposal within 30 days.

Committee to the committee of the commit

Markovich/English - unanimously approved.

DEPARTMENT MANAGERS' REPORTS:

- 1. Public Works:
 - a. East/West Road.
 Mr. Yazici provided information on the alternatives proposed by Pierce County for the construction of the East/West Road. He also indicated that Alternative #3 was the city's choice as it would best alleviate the city's traffic congestion.
 - b. Soundview Drive.
 Mr. Yazici explained that a turn lane was needed on Hunt Street.

MOTION: To authorize the Public Works Director to have INCA Engineers design a three-lane section on Hunt Street, with the sidewalk to be placed on the south side of the street. There will be no marked crosswalks.

Frisbie/English - unanimously approved.

Minutes of 2/10/92 Page 6

MOTION: To authorize the design of three-lane

sections at the intersections of

Soundview/Erickson, Soundview/Grandview,

and Soundview/Ryan.

Frisbie/Stevens-Taylor - unanimously

Control of the Company of the Control of the Contro

approved.

Frank Witt, resident of the Soundview area, expressed the desire for sidewalks on both sides of Soundview.

2. Police:
The Police Chief was unavailable

The Police Chief was unavailable for this meeting, but provided written statistics of the department's activity.

APPROVAL OF PAYROLL:

MOTION: To authorize payment of warrants #6673

through #6780 in the amount of \$135,045.10.

Frisbie/English - unanimously approved.

APPROVAL OF BILLS:

MOTION: To authorize payment of warrant #8385 through

#8468 in the amount of \$30,468.32. Platt/English - unanimously approved.

MOTION: To deny the claim of Del-Mar Construction.

Frisbie/English - unanimously approved.

MOTION: To approve the deletion of the Public Works

Foreman position and create a new Maintenance

Worker position.

English/Platt - unanimously approved.

ADJOURN:

MOTION: To adjourn at 11:50 p.m.

Frisbie/English - unanimously approved.

Minutes of 2/10/92 Page 7

> Cassette recorder utilized. Tape 266 Side A 000 - end Tape 267 Both Sides Tape 268 Both Sides Tape 269 Side A 000 - 088

Mayor

	 La Carlo Control	•		e e e e sa companyo de la companyo d		• • .	
		·			•		
			·				



City of Gig Harbor. The "Maritime City." 3105 JUDSON STREET • P.O. BOX 145 GIG HARBOR, WASHINGTON 98335 (206) 851-8136

FROM

MAYOR WILBERT & CITY COUNCILMEMBERS

RAY GILMORE, PLANNING DIRECTOR

DATE:

FEBRUARY 20, 1992

SUBJECT: CRITICAL AREAS ORDINANCE

Attached for your review is the revised draft of the Critical Areas Ordinance. Changes adopted by Council at the last regular meeting February 10th are included in this draft. The City Attorney is currently reviewing the revised draft and any comments or changes advised will be forwarded for consideration prior to or at the meeting.

S 17 S 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	•		and the second of the second	·	A STATE OF S
					,
			•		
			•		
					•



City of Gig Harbor. The "Maritime City." 3105 JUDSON STREET • P.O. BOX 145 GIG HARBOR. WASHINGTON 98335 (206) 851-8136

TO:

MAYOR WILBERT AND COUNCILMEMBERS

FROM

RAY GILMORE, PLANNING DIRECTOR

DATE:

FEBRUARY 20, 1992

SUBJECT:

ANNEXATION 91-03 -- 2ND READING OF ORDINANCE

Attached for your review and consideration is the ordinance for the annexation of 10+ acres lying contiguous to the City of Gig Harbor, west of Randall Drive NW. Resolution #318, annexing the subject area, was passed by Council on August 8, 1991, following a public hearing.

The annexation proposal has been reviewed by the Pierce County Boundary Review Board and has been waived from further review. Council's favorable consideration of this ordinance is requested.

· CITY OF GIG HARBOR

And the second of the second o

ORDINANCE NO.

AN ORDINANCE ANNEXING TO AND INCORPORATING WITHIN THE CITY OF GIG HARBOR CERTAIN UNINCORPORATED TERRITORY LYING WEST OF RANDALL DRIVE NW AND EAST OF GIG HARBOR BAY, CONTIGUOUS TO THE CITY OF GIG HARBOR.

WHEREAS, it has been determined that the best interest and general welfare of the City of Gig Harbor would be served by the annexation of certain real property as described in "Exhibit A" to this ordinance, and:

WHEREAS, the annexation of the property is a reasonable extension of the east city boundary in this area, and;

WHEREAS, the annexation proposal is consistent with the criteria for annexations in accordance with Chapter 36.93.180 as the property is accessed by a public street (Randall Drive NW) and city utilities currently serve this area, and;

WHEREAS, the proposed annexation is in compliance with the Urban Area Agreement as entered into between Pierce County and the City of Gig Harbor, and;

WHEREAS, the proposed zoning designation of R-1 (low density single family) and Shoreline Master Program designation of Urban Environment is consistent with the City of Gig Harbor Comprehensive Plan which designates this planning area as urban low density residential, and,:

WHEREAS, the petitioners agree to assume their pro-rata share of the City's bonded indebtedness.

NOW, THEREFORE, the city council of the City of Gig Harbor ORDAINS as follows:

Section 1. The real property described in this ordinance as "Exhibit A" is hereby annexed into the City of Gig Harbor

Ordinance No. Page 2

and is accorded a zoning designation of R-1 (low density single family residential) and a Shoreline Master Program designation of Wrban.

Section 2. This ordinance shall be in full force and take effect five (5) days after publication, according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council on this 24th day of February, 1992.

Gretchen Wilbert, Mayor

ATTEST:

Mark E. Hoppen City Clerk/Treasurer

Filed with the City Clerk: 2/6/92 Passed by the City Council: 2/24/92 Date Published:

Effective Date:

• •		٠.	 ٠	

.

9610 40th Ave. Court NW Gig Harbor, WA. 98332

February 20, 1992

Ben Yazici, P.E. Public Works Director Gig Harbor City Council 3105 Judson Street Gig Harbor, WA. 98335

Gentlemen:

We wish to withdraw our request for street vacation submitted October 2, 1991. In further checking with the title company, it appears this would not be the correct procedure.

Thank you for your consideration.

Sincerely,

Nancy Jerkovich

₹.	 	•			
				٠	



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR. WASHINGTON 98335
(206) 851-8136

But Shing &

TO: FROM DATE! SUBJECT: MAYOR WILBERT & CITY COUNCILMEMBERS RAY GILMORE, PLANNING DIRECTOR FEBRUARY 20, 1992

REQUEST FOR TIME EXTENSION AND TO AMEND SITE PLAN (SPR 89-16, BUSH/POLEN)

Attached for your consideration is a request by Mr. Thomas Bush and Mr. Howard Polen for a revision to a previously approved site plan (SPR 89-16) and to grant a time extension to the site plan, which will expire on March 1, 1992. The applicants have submitted a summary comparison between the approved plan and the proposed revision.

Because this revision does not involve additional structures, the City Council may act on this request without referral to the Hearing Examiner. The proposed revision is consistent with the applicable sections of the zoning code (Section 17.28, RB-1 District). The original proposal required a rezone from R-3 (multi-family), to RB-1 (professional office) and the ordinance adopting the rezone required that building permits must be secured or the property would revert to an R-3 designation. One month later, an area wide rezone was adopted for the City, which included this area. The subject property and surrounding area was redesignated to a RB-1. It is staff's opinion that the area wide rezone supercedes the previous rezone and that the property would not revert to a multi-family designation.

Staff recommends approval of the site plan revision request, provided that the original conditions of approval remain valid, including the approved architectural rendition. A resolution for approval of the time extension and revised plan is attached, including the Hearing Examiner's adopted conditions of approval.

CITY OF GIG HARBOR

RESOLUTION

WHEREAS, Applicants Thomas Bush and Howard Polen were granted site plan approval (SPR89-16) on March 12, 1990 to construct a 6,200 square foot medical/professional building on Stinson Avenue; and

WHEREAS, the applicants have requested a time extension to allow completion of the project and to revise the site plan to reorient the proposed building; and

WHEREAS, the proposed revision is consistent witht eh applicable sections of the zoning code; and

WHEREAS, the Gig Harbor Hearing Examiner has made specific findings and conclusions and has recommended conditional approval of SPR89-16 in his report dated February 16, 1990.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington as follows:

That the request for revision is granted and a time extension of two years is granted provided conditions of approval of Resolution #274 (SPR 89-16) remain valid including the architectural rendition approved by Council.

PASSED	this	_ day	of	1992.		
				Gretchen	Wilbert,	Mayor
ATTEST:						
Mark E.	Hoppen,	City	Administrator			

Filed with City Clerk: 2/20/92

Passed by City Council:

History of Building Project Located on Stinson Avenue RECEIVED

FEB 1 2 1992

- 1. Property was purchased and escrow closed March 3, 1990. CITY OF GIG HAPBOR
- A two year time period was set by Gig Harbor City Council to start construction of the approved site plan, on or before March 1, 1992.
- 3. Partners in the project (the two doctor's) decided to split their practice, therefore delaying the project start. We had to buy out their share of the partnership which was completed June 1991.
- 4. Peninsula Light made the adjacent property available for purchase. This property solved the potential parking problem needs and the property was purchased and escrow closes February 20, 1992.
- 5. The only access to the back property was blocked by our approved site plan hence a building redesign was required and is now being submitted for your approval.
- 6. The new enlarged site plan reconfigures the building to a 32' x 144' rectangle along the south property line and allows access to and development of the additional property.
- 7. The two story building will have the first floor approx. 2 ft. below the level of Stinson Ave. A partial or full basement is anticipated to fit the existing topography and to provide fill for the parking area. This will be non-occupied storage or service use.
- 8. _Some comparison features include:

engaja karan enga kaja meneral mengenegan adaptengan pengengan pengengan pengengan pengengan beranda adapten b

- a.\ Original design resulted in 70% site coverage.\ New design is 40%.
- b. Original design had 6256 sf footprint. New design has 4608 sf.
- c. Original design had no buffer/screening along north property line.
 New design has 5 ft. buffer.
- d. Original design had paved parking area between building and Stinson Ave.
 New design has 30 ft. + landscaped area facing Stinson Ave.

Respectively Submitted

Thomas R. Bush

Date

2/12/92

Howard R. Polen

nate

- B. One neighboring property owner testified in favor of the application at the hearing. She said she felt on RB-1 zone is appropriate for this lot, however, she felt additional landscaping should be provided.
- C. Two Letters of support were received from neighboring property owners (Exhibits C &D).
- D. No testimony or evidence was entered into the record by the general public in opposition to this request.

II. CONCLUSIONS:

- A. The staff evaluation prepared by the Planning Staff and set forth on pages 3 and 4 of the Planning Staff's Advisory Report accurately sets forth a portion of the conclusions of the Hearing Examiner and by this reference is adopted as a portion of the Hearing Examiners conclusions. A copy of said report is attached hereto as Exhibit A.
- B. The recommendations of the Traffic Consultant (Exhibit F) the Public Works Director (Exhibit G) with respect to site/frontage improvements are reasonable and should be implemented.
- C. The landscape plan submitted by the applicant is acceptable, except as modified in the conditions recommended below.
- D. All of the conditions recommended below are believed to be reasonable and should be required to insure compatibility with surrounding buildings and to comply with adopted regulations.

III. RECOMMENDATION:

Based upon the foregoing findings of fact and conclusions, the requested approval of SPR 89-16 (Wollochet Investors Group revised site plan stamped January 12, 1990 submitted by Crane Design) should be granted subject to the following conditions:

- 1. The landscaping plan as submitted by Crane Design and dated January 12, 1990, is accepted, subject to the following modifications:
 - A. A mechanical irrigation system shall be provided for all landscape areas.
 - B. The minimum planting height for the sweetgum, birch, and flowering cherry fronting Stinson Avenue shall be eight (8) feet.

- C. Existing trees on-site which are proposed for retention shall be protected during construction by providing a ten foot "no grading" buffer to prevent root damage.
- D. The fence on the north property line shall consist of a solid cedar board fence with a minimum height of six feet.

The above requirements shall be clearly indicated or stated on the final landscape plan. The final plan shall be submitted to the Planning Director for approval.

2. The following street, access and traffic control improvements shall be constructed to mitigate the impacts of the proposed project on the adjacent street system, as well as vehicular/pedestrian travel and safety conditions.

Site/Frontage Improvements

- A. Construct 24-foot site entrance near the north property boundary to City of Gig Harbor design and construction standards. Note: Install "STOP" sign or stopline near exit point onto Stinson Avenue.
- B. Construct new concrete curb and gutter and sidewalk sections along site frontage on Stinson Avenue as shown on the Site Plan. The gutterline for the new curb should be placed 24 feet from centerline to accommodate future widening of this arterial north of Grandview. The developer would also provide new asphalt paving along Stinson between the existing pavement and the new curb plus a 100-foot pavement taper to match existing 2-land section north of the project site.
- C. Provide a total of 23 on-site parking stalls adjacent to the new medical-office building. Two (2) handicapped stalls would be provided near the building entry.
- 3. An on-site storm water retention facility shall be designed to the specifications as required by the City Engineer. The approved storm water retention facility shall be constructed prior to issuance of a certificate of occupancy for the building.
- 4. All improvements required under site plan approval shall be subject to a bond or assignment of funds equal to 110% of an accepted contractor's bid. Said bond or assignment of funds shall be posted prior to the issuance of any construction permits.

5. Fire flow and fire flow improvements, as required under the Uniform Fire Code, subject to the approval of the City of Gig Harbor Fire marshal, shall be installed and verified as operational prior to the issuance of a certificate of occupancy.

 $(x,y) = (x,y) \cdot x^{\frac{1}{2}} (T_{x_{1}}(y), y) = 0$

- 6. The architectural rendition of the structure, as depicted on the site plan, is accepted. The structure shall adhere to this design.
- 7. Substantial progress toward construction of the facility shall be commenced within two (2) years of the approval of the site plan. Substantial progress shall include the letting of bids or making of contracts, signing of a notice to proceed, completion of grading and excavating, or the installation of a major utilities.
- 8. All conditions of site plan approval are deemed binding upon the applicant. Revisions to the site plan which are minor and which may be authorized by the Planning Director include location adjustment to building pads by ten feet or less from the original, species variation/substitution for landscaping plants and variations in building height by 10% or less, not to exceed the height limit as specified in the zoning code. Revisions to the site plan not deemed as binding shall be reviewed and, if appropriate, authorized by the City Council.

Dated this 16th day of February, 1990

Ron McConnell Hearing Examiner



City of Gig Harbor. The "Maritime" City." 3105 JUDSON STREET • P.O. BOX 145 CIG HARBOR, WASHINGTON 98335 (206) 851-8136

TO: Mayor Gretchen Wilbert and City Council

the control of the second of the control of

FROM: Steve Bowman, Building Official/Fire Marshal

RE: STREET NAME CHANGES FOR NORTH CREEK ESTATES

DATE: February 18, 1992

The city has received requests for the naming of private lanes within North Creek Estates. Notification of the proposed street names has been circulated among adjacent property owners and to city, county and public agencies for comments. Please find attached: proposed street names and letter of request, location maps, comments from the Gig Harbor Postmaster, Pierce County Fire District # 5.

COMMENTS:

The Addressing Ordinance recognizes the use of Peninsula Historical Society names or others as allowed by the Gig Harbor City Council. Historical names have been submitted to the neighborhood and have not been accepted. The neighboring property owners have met to determine alternate street names. The Gig Harbor Postmaster has reviewed the proposed Street names and has not found conflict with other street names in the Gig Harbor post office district.

Deer Creek and Salmon Creek Lanes: Fire District No. 5 has recommended each street which alligns with another street to have a common name. Deer and Salmon Creek Lanes are alligned in an east/west direction and separated by a gully. Since each of these streets end in cul-de-sacs and will not be extended, it is recommended that they each have a separate street name.

Eagle Creek and Bear Creek Lanes: Eagle and Bear Creek Lanes also are alligned in an east/west direction and separated by a gully. Since each of these streets end in cul-de-sacs and will not be extended, it is recommended that they each have a separate street name.

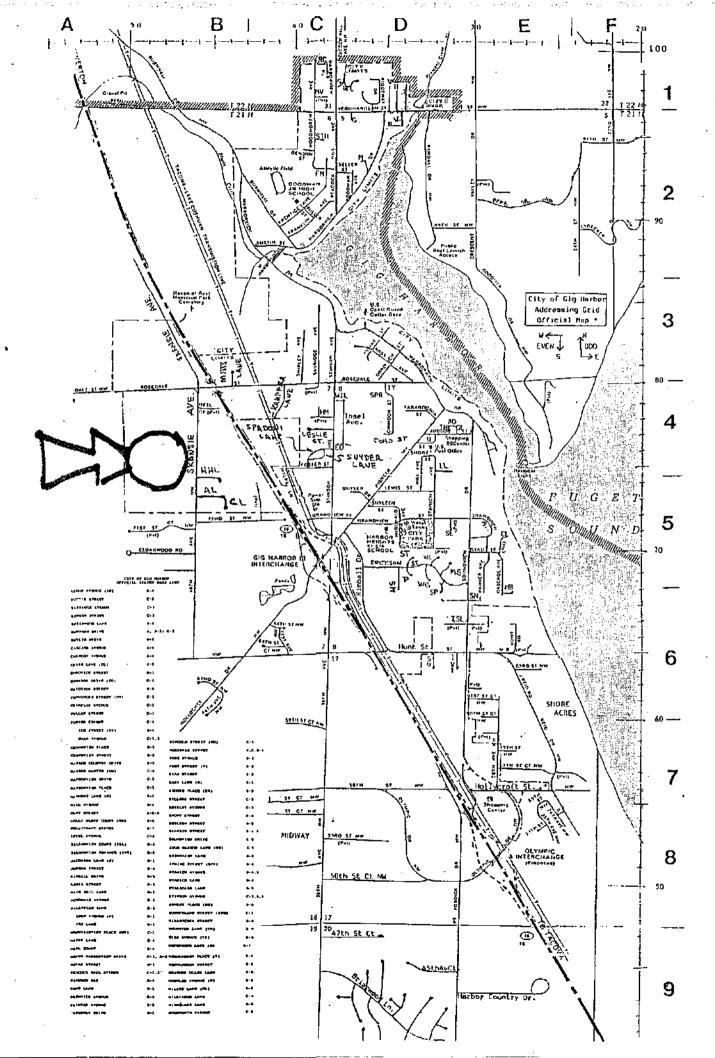
RECOMMENDATION:

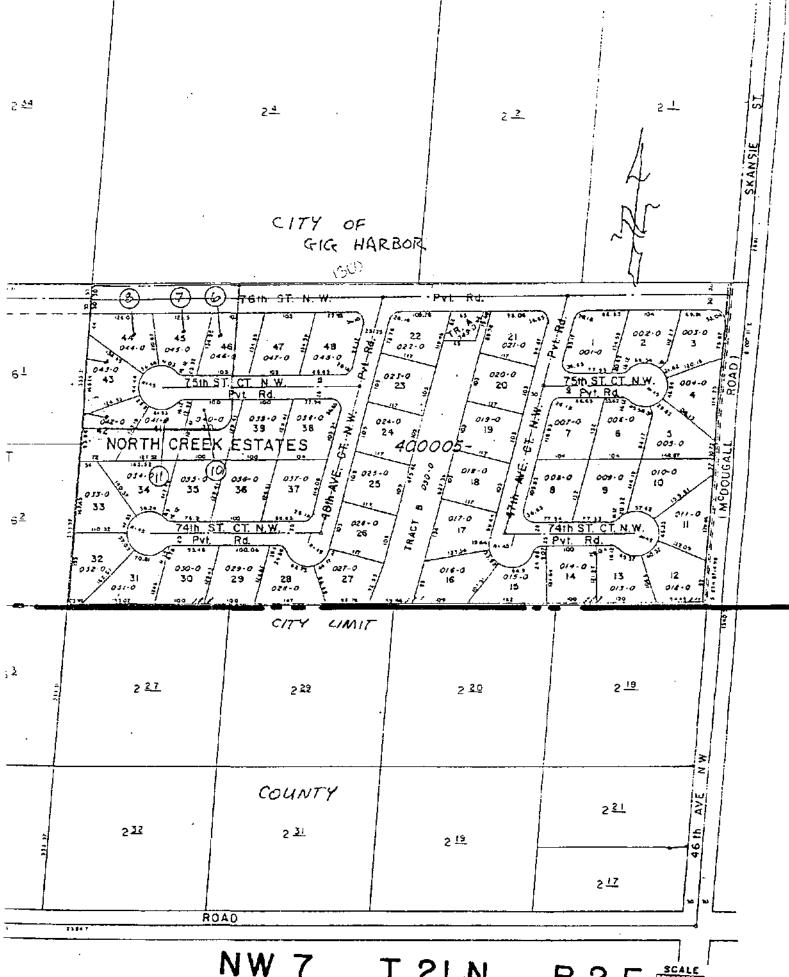
The Mayor and City Council approve the street names as proposed by the property owners of North Creek Estates

MEMORANDUM FROM:
CITY OF GIG HARBOR
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. BOX 145
GIG HARBOR, WASHINGTON 98335

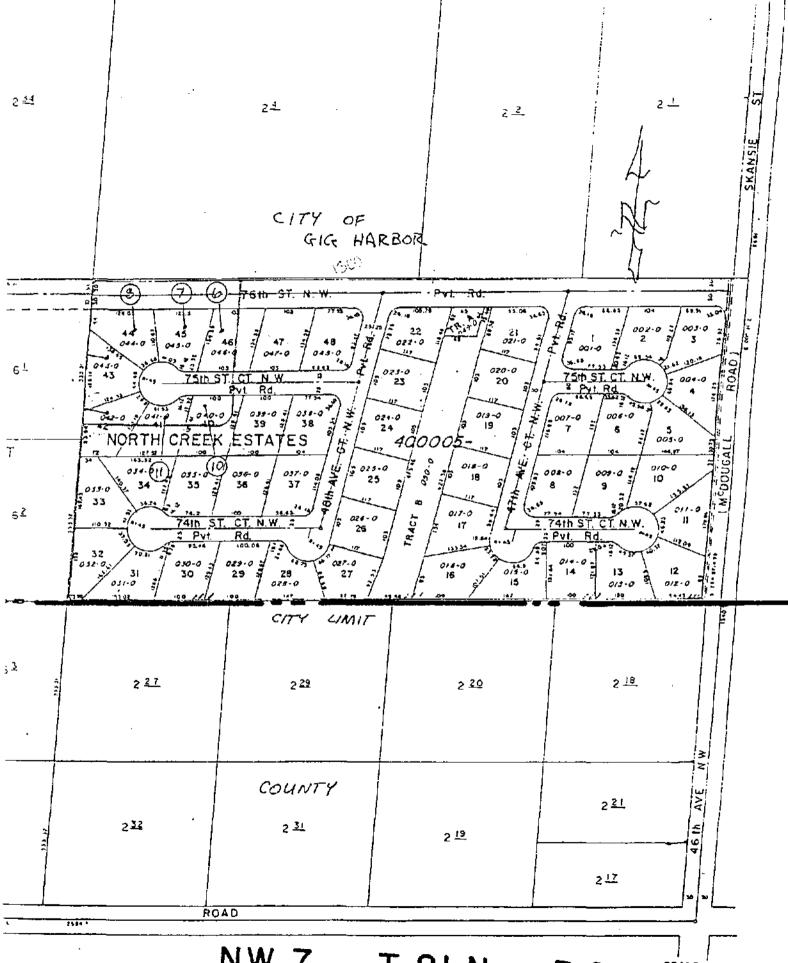
 $(g_{ij}, g_{ij}) = (g_{ij}, g_{ij}, g_{ij},$

REQUEST COMMENTS FOR:	
New/Change of address New/Change of street name	ne <u>x</u>
Owner/Project Name NORTH CREEK ESTATES	
Present Address/Name See Attached	
New Address/Name See Attached	
Owner's Office Phone No	
Owner's Home Phone No	
Copy of memo sent to: Date: January 22, 199	92
<pre>x Planning/Building City Hall x Gig Harbor Police City Hall x Public Works City Hall x Water & Sewer City Hall x Fire Prevention 6711 Kimball Drive, Gig Har x Post Office Gig Harbor x Peninsula Light P.O. Box 78 x 9-1-1 Emergency Staff . 8102 Skansie Attn:Janie Car x Cable TV Puget Sound . 2316 S. State St., Tacoma 9 x 9-1-1 Tacoma Office Rm B-33, 930 Tacoma Ave. S,</pre>	penter 8405
COMMENTS:	
If comments are not received by February 14, 1992 Address/Name change will be finalized. You will receive an official notice stating the approve Address/Name change. This is not a notice of approval	ed
If you have any questions or if we may be of any assist please call Steve Bowman, Building Official at 851-8130	tance, S.
Encl: Grid map x ; A.P. map x ; Information letter	x _





SCHOOL 401



NW 7

T 21 N

R2E

February 12, 1992

Dear North Creek Residents:

As most of you know the street names will be changed within the next few months. Several of us met with Steve Bowman of the City Council late last month to suggest a new set of names.

The City Council is meeting in February and has requested a letter signed by the North Creek Residents agreeing to the new names. Please sign the approval list and pass it on to your neighbor, so we can get this to the City Council in a timely manner. A sheet has been done for each cul de sac. When all residents have had an opportunity to sign please return this to either Fran Ferrier, Wanda Sell, or Jill Hansen.

You will also find an address roster from last May. Please make whatever changes, additions or deletions that are necessary. We will get an updated roster out shortly.

Thank you for your help. I know that I much prefer Deer Creek Lane to Monzingo Lane.

Sincerely,

∕Jill G. Hansen

Enc.

I/WE APPROVE OF THE NAME CHANGE FROM 48TH AVE. CT. TO-MOSS CREEK

Name Address Signature

KENNETH & MARTHA 7404 48th Aw. ct. NW. Mr. of Mrs Ken Holt.

Holt

Mose creek and Time Creek Lanes have been revised to Elk Creek and Beaver Creek.

Em Tito NAME AND AND AND OFF THE STATE OFFICER FROM

9097

495 Minster 方方下 818十 hasty & babble Bes + 4

ritions 4409 245+CT

bray OR

Laterino Shu

GREG WALFSHEIMER

4901 74 57. C7. N.W.

Forthe o'bt

Lawdon Brown Gordyn Brown 49/2-74th St. Ct.

9 +RUL + PAY SHUBEAT 4915- 7445 FCT.

and shilly

Anthony 1 Mary Shypard 1908 MEST Ct. Mount Shypand BILISTERS

4904 14 STCTION

η; ΕΤ' (ξί (),

I/WE APPROVE OF THE NAME CHANGE FROM 75TH ST. CT. TO DEER CREEK LANE.

Name	Address	Signature
GeorgeLosh	4820 7579 STCT	John wifele
JOHN PARK	4820 757957CT 4821 754 57 CT NW	John in flee
Theo K Every	IT 4902 15thd.	tit. S.a. Sather
Stanley a Sa	ther 4907 75 32	tt. S.U. Sather
Kinse Haffey	4906 754 ST CT NW	Denice Haffey
3:11 CHOwn	4903 75th Ct NU	Bull Sle
fell Harrien	4911 75/L St Ct	fil tame

I/WE APPROVE OF THE NAME CHANGE FROM 74TH ST. CT. TO BEAR CREEK LANE.

Name

Address

MR & MRS. R. J. SELL

4616 74 3 ST. CT. NW.

Mr. Mrs. George Collett

4705 74 St. Ct. N.W.

Mr.+Mrs.K.L.Gray 4620 74th StC+NW C Mr.+Mrs. Ron Hendrickson 4702 74th Stct Nico Mr.+Mrs. Justy 4705 74th STCTNW AREMOS Sandy Pemberster 4615 74th STCTNW Meimrs. James LWIDICK 4615 74th STCTNW MR. Has. Scott Sanorz 4619 74th STCTNW H. II

I/WE APPROVE OF THE NAME CHANGE FROM 75TH ST. CT. TO SALMON CREEK LANE.

Name Address Signature

Kent & Bonnie Stepan 4610-75+ St. Ct. NW Kneed Start Tom ROXHWE WENHERIXH 4611 75th ST. CT. NW Thomas Willy heaved

Rusy Kathy Keagle 4619 75th ST. CT. NW Kathy Keagle

Signature

Kent & Bonnie Stepan 4610-75th ST. CT. NW Thomas Willey heaved

Kathy Keagle

Signature

White Start Start Start St. Ct. NW Thomas Company

Signature

When I start Start St. Ct. NW Thomas Children Start Start St. Ct. NW Start Start Start St. Ct. NW Down J. Coopen

Signature

None Stepan 4610-75th St. Ct. NW Start St. Ct. NW Start St. Ct. NW Down J. Coopen

Signature

None Stepan 4610-75th St. Ct. NW Start St. Ct. NW Start St. Ct. NW Down J. Coopen

Signature

None Stepan 4610-75th St. Ct. NW Start St. Ct. NW Start St. Ct. NW Start St. Ct. NW Down J. Coopen

Signature

None Stepan 4610-75th St. Ct. NW Start St. Ct. NW Start St. Ct. NW Start St. Ct. NW Down J. Coopen

Signature

None Stepan 4610-75th St. Ct. NW Start St. Ct. NW St. Ct.

I/WE APPROVE OF THE NAME CHANGE FROM 47TH AVE. CT. TO PINE CREEK LANE.

Name

Address

7410 475 Au Ct.

Vitconch

DAVID/SHARON CONRAD

7504 471HAUECT

Gerry Mary Dryen 7416 47 Ave. CT.

<u>Signature</u>

Curi I teterne

Slaver I comed

Than Dine

	 	e e e e e e	•• •• •	Programme in	-,	2.00000	er i kalandari S	The state of the s	A. Carlon
								,	



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: FROM DATE: MAYOR WILSON AND CITY COUNCILMEMBERS

RAY GILMORE, PLANNING DIRECTOR

FEBRUARY 20, 1992

SUBJECT: CONTRACT FOR PROFESSIONAL SERVICES

WETLANDS DELINEATION & MAPPING, I.E.S. ASSOCIATES

Attached for your consideration and approval is a contract for professional services to retain I.E.S. Associates to delineate, map and classify wetlands within the city limits. Three bids and proposals were received by qualified firms:

T.E.S. Associates \$ 8,800 David Evans & Assoc. \$ 9,800

Wiltermood Associates \$10,000 (+2,500 contributed

services by staff)

Although all three would be capable of performing the task and developing a quality product, I.E.S. has the experience and the most realistic work program, particularly in regards to the public review process. Also, the project costs as proposed by I.E.S. are well within budget and, based upon the level of effort per objective and the final product to be developed, represents the best value for the dollar.

The contract is currently under review by legal counsel, Wayne Tanaka. Any recommendation for changes by Wayne will be presented at the council meeting on Monday. Council's favorable consideration is appreciated.

CITY OF GIG HARBOR AND

I.E.S. ASSOCIATES (OLYMPIA) CONTRACT FOR PROFESSIONAL CONTRACTOR SERVICES

CONTRACTOR:	CONTRACTEE:
City of Gig Harbor	IES ASSOCIATES
P.O. Box 145	1514 Muirhead Avenue
Gig Harbor, WA 98335	Olympia, WA 98502
PROJECT: Wetlands Delineation M	Mapping and Classification
understanding relative to the or Project into a single agreement correspondence and discussions.	superseding all previous efessional services described ty of Gig Harbor, as well as all be in accordance with the in the following Sections
whole agreement. Section I Section III Section IV Section V Section V	Relationship of the Parties Scope of Services Schedule Payment Standard Provisions Scope of Work
IN WITNESS WHEREOF, the Pacontract on this day of	rties hereto execute this
APPROVED: CITY OF GIG HARBOR (Contractor)	I.E.S. Associates
Mayor	Rex Van Wormer
ATTEST:	

1.00

SECTION I: RELATIONSHIP OF THE PARTIES

The City of Gig Harbor, hereinafter referred to as "City", desires to inventory, classify and map all wetlands within the incorporated limits of the City and contract with I.E.S. Associates of Olympia, a corporation of the State of Washington, hereinafter referred to as the "Consultant", to accomplish this project in a timely and professional manner.

The City desires the professional services of the Consultant to delineate, map and classify wetlands within the incorporated City limits based upon the criteria in the City Wetland Management Ordinance, Chapter 18.08 of the Gig Harbor Municipal Code and to make recommendations, as appropriate, in refining the ordinance to more effectively accomplish its objectives. All work will be done under the supervision of the Planning Director.

The Parties to the Agreement, to the extent permitted by law, each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants to the Agreement.

SECTION II: SCOPE OF SERVICES

- A. The Consultant shall provide the services as detailed described in Contractor's Proposal of January 15, 1992, "Proposal for Wetlands Delineation and Classification of Wetlands Within the City Limits of Gig Harbor for Future Planning and Project Evaluation Purposes", and by letter of revision dated February 18, 1992. These services shall include:
 - 1) Pre-field background data collection and analysis.
 - 2) Map and report preparation.
 - 3) Resource, regulatory and development team coordination to include presentation of data, final product and recommendation to the City Planning Commission and the Gig Harbor City Council.
- B. The Contractor shall provide finished wetland delineation maps at a scale equivalent of one inch

unu anno

equals two hundred feet (1:200). Wetlands map shall be on a stable, mylar base (or equivalent) and drawn or plotted using a permanent ink.

- C. The City shall provide timely notification to property owners who have preliminary wetlands identified informing them of the nature of the project and requesting their assistance in this endeavor.
- D The City shall make available aerial photographs for use by the Consultant and such resource information deemed necessary to accomplish the project in an efficient and timely manner.

SECTION III: SCHEDULE

The Contractor shall complete the work detailed in this contract by no later than May 20, 1992. The following schedule for completion will be followed:

ITEM	COMPLETE
Pre-field background data collection and analysis	March 7
Field Verification/Analysis	March 27
Mapping of Wetlands including buffers	April 15
Completion of Wetlands Evaluation Report	April 24
Report/Recommendation to Planning Commission (Public Hearing)	May 5
Public Review by City Council	May 18

SECTION IV: PAYMENT

A. The Consultant shall be compensated on the basis of reimbursable costs plus a fixed fee. The fixed fee for this scope of work shall be EIGHT THOUSAND, EIGHT HUNDRED (8,800) DOLLARS. The total maximum payment to the consultant for services provided under this contract shall not exceed TEN THOUSAND (10,000) DOLLARS.

The total amount paid to the Contractor for direct

Additional Control

labor, over head (indirect costs), other direct costs and fee for the performance of services as described above shall not exceed the established cost ceiling of EIGHT THOUSAND EIGHT HUNDRED (\$8,800), unless agreed to in advance and in writing by the City Administrator, upon approval of the City Council, after demonstration by the Contractor that additional services above that amount projected and agreed to herein are necessary to adequately complete this project. If changes in the scope of the work for services under this Contract Amendment occur, an adjustment in the initial cost ceiling shall be negotiated by the Consultant and the City and an amendment executed.

B. Invoices shall be submitted monthly to the City with status reports along with copies of such supporting documents as may be required by the City.

The City shall promptly review all billing upon receipt and shall promptly process it for payment utilizing the City's normal billing process. Progress payments shall be based on percent completed as described in the regular monthly invoice.

C. The City shall retain 10% of all payment due per invoice. Upon satisfactory completion of the project, all retainage shall be paid to consultant within thirty (30) days of project completion.

SECTION V: STANDARD PROVISIONS

- A. PROFESSIONAL SERVICE The Consultant shall be the technical advisor to the City and shall not be an agent or representative of the City, except as may specifically be authorized in writing by the City in respect to particular scope(s) of services relating to the project. The Consultant represents that the studies, reports, maps and all other data collection, and analytical services furnished under this contract will be in accordance with generally accepted professional practices and will be suitable to accomplish the purposes desired by the City. The Consultant makes no other representation or warranty express or implied.
- B. INTEREST The City agrees promptly to make payments, after receipt of approve invoice, for services and costs for work performed to the City's satisfaction to

be furnished and incurred under this Agreement.

C. INSURANCE - The Consultant shall provide and maintain, during the term of this contract, the following insurance coverage:

туре	e e e e e e e e e e e e e e e e e e e	Amo	ount
1)	Workers Compensation Profession Liability	sta	atutory
۷,	(errors and omissions)		,000,000
3)	General Liability	\$1	,000,000
4)	Automobile Liability		
	Personal injury, per person	\$	500,000
	Personal injury, each accident	\$	500,000
	Property damage	\$	500,000

The Consultant shall provide City with certificates of insurance prior to commencing work.

The City agrees and the Consultant shall include in the contract specifications that Contractors and Subcontractors working directly or indirectly in the project provide a separate policy of insurance covering public liability, death and property damage naming the City and the Consultant, and their officers, employees and agents as additional insured, and that said Contractor and Subcontractors shall maintain such insurance in effect and bear all costs for the same until completion and acceptance of the work.

- D. HOLD HARMLESS The Consultant shall hold the City harmless from all suits, claims and liabilities of any nature, including attorney's fees, costs and expenses for injuries or damages sustained by any persons or property to the extent that the same are proximately caused by the negligent acts or omissions of the Consultant, its agents or employees, and are the responsibility of the Consultant under the principles of comparative negligence.
- E. EQUAL OPPORTUNITY The Consultant will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex or national origin.

F. TERMINATION - City may terminate this Contract or an amendment for convenience, and its option by sending a written Notice of Termination to Consultant. Consultant may similarly terminate for convenience in the event of delay or suspensions exceeding forty-five (45) days. the Notice of Termination shall specify when and which services shall be discontinued and when termination shall be effective. Termination shall be effective ten (10) days from receipt of the Notice of Termination. No later than thirty (30) days after termination, City shall pay Consultant upon invoice for services performed and charges prior to termination, plus termination charges. Termination charges shall include, without limitation, personnel, the putting of project documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges incurred, directly attributable to termination.

Either party can terminate this Contract, or amendment, for cause if the other commits a material, uncured breach of this Contract.

The Notice of Termination for cause shall contain specific reasons for termination. Termination shall not be effective if the breach has been remedied before expiration of the period specified in the Notice of Termination. In the event of termination by either party for cause, Consultant shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Contract. In the event this agreement is terminated by the Consultant, the City shall be entitled to reimbursements of the reasonable costs incurred due to such termination.

City and Consultant recognize that professional standards and ethics govern Consultant's services under this Contract. If circumstances arise which, in Consultant's opinion, preclude it for professional or ethical reasons from continuing performance, Consultant shall advise City of that fact. The parties shall immediately attempt to arrive at a mutually satisfactory solution. If this cannot be done to the satisfaction of both parties, either may terminate. If so, City shall compensate Consultant in accordance with

this Section.

Upon termination, all records, drawings and pertinent files relative to the City's affairs and past projects shall be personally delivered to the City by the Consultant, or sent registered mail to the attention of the City Administrator.

January 15, 1992

Report of the second section of the

Proposal for a Wetlands Delineation and Classification of
Wetlands Within the City Limits of Gig Harbor for
Future Planning and Project Evaluation Purposes

City of Gig Harbor
Department of Community Development
P. O. Box 145
Gig Harbor, Washington 98335

by

IES Associates 1514 Muirhead Avenue Olympia, Washington 98502 February 18, 1992

RECEIVED

1514 Muirhead Olympia, WA 98502 Ph: (206) 943-0127

FEB 1 9 1992

8835 SW Canyon Lane Portland, OR 97225

CITY OF GIG HARBOR Ph: (503) 297-6081

Mr. Ray Gilmore City of Gig Harbor Director of Planning PO Box 145 Gig Harbor, Washington 98335

the state of the s

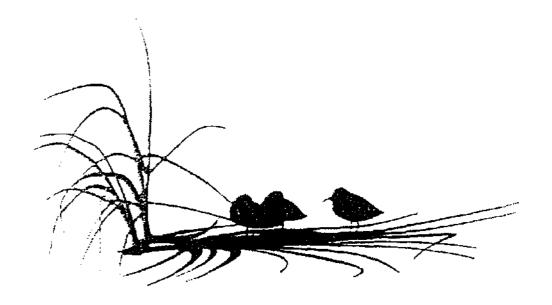
RE: Revision to Initial Proposal Provided by IES Associates for Wetland Delineation Mapping and Document Preparation for the City of Gig Harbor

Dear Mr. Gilmore:

In our initial proposal, we did not take into consideration two elements relating to wetlands mapping. These were: (1) detailed classification of each wetland using the Gig Harbor wetland ordinances to provide sufficient enough documentation to determine buffer and (2) determination or recommendation of the appropriate buffer for each wetland.

In rereading and reviewing the Gig Harbor ordinance, it is evident that this level of work will require additional field time and coordination with the Gig Harbor advisory staff. Therefore, to accommodate this increased degree of definition, classification and the establishment of buffers for each of the wetlands, we are requesting an increase of 10% of the total of our initial proposal. This translate to an increase of \$797 to the original contract or a total of \$8767.50.

As you are aware, the request for the additional 10 percent was discussed in your office on February 12, 1992 and agreed to by both parties.



Revision to Initial Proposal by IES Associates for Wetland Delineation Mapping and Document Preparation for the City of Gig Harbor February 18, 1992

We are looking forward to the opportunity to work with you, your staff, your advisory of Gig Harbor with a user friendly, comprehensive wetland mapping and classification system that will assist your department and the property owners during their efforts or desires to develop private land.

Sincerety

R.L. Van Wormer Senior Biologist IES Associates

IES Associates

IES Associates was formed as Independent Ecological Services in December 1980. It is an outgrowth of Rex Van Wormer's 24 years of experience with the US Fish and Wildlife Service, Forest Service and two State game agencies.

Rex is the owner and Senior Biologist of this individually owned fish, wildlife and environmental review firm. IES emphasizes the value of existing conditions on projects and strives to protect or enhance those resources through project design and/or mitigation of impacts.

IES has a long history of experience and cooperation with State and Federal agencies through direct involvement in the processing of permits. This involvement gives IES an insight into the requirements and thinking of the review staffs that work with individual projects. The goal of IES is to expedite project success in as environmentally sound a manner as possible. IES has found, through experience, that the incorporation of environmental amenities not only expedites the permit and EIS process, but also creates developments that can demand premium rates and are highly desired by prospective tenants.

IES specializes in wetlands, streams, riparian borders, related wildlife and vegetative analyses and the creation of mitigation packages that preserve or enhance biological and functional wetland values. In these areas, IES emphasizes habitat creation, restoration, enhancement and management. IES designs, supervises the construction of and monitors wetlands, including ponds, streams and marshes. IES also manages physical property for duck clubs and management areas.

With the involvement of 3 associated companies, IES has an experienced "Innovative

and Alternative" wastewater treatment team specializing in the design of aquatic tertiary treatment and land infiltration sewage systems, biological surface water treatment and mine reclamation.

IES is affiliated with "The Wetlands Group", a native plant landscape construction firm and nursery that specializes in streams and stream bank wetlands and land reclamation.

IES's expertise also includes plant and animal evaluations and the determination of ecological interactions that are imperative to their continued co-existence in an ecosystem. The IES staff includes personnel with extended experience in governmental studies, review of permits and environmental statements and the development of planning documents. IES has endangered species expertise, both in evaluation techniques and legal procedures.

IES's client emphasis is on personalized service by Rex and other experienced qualified individuals. In legal or regulatory matters, Rex will be personally involved to give the client the experience, knowledge and access to contacts earned through 24 years of integrated working relationships with the agency staff personnel who will review the client's project.

With the IES business structure, a small nucleus of staff with quality sub-consultants, IES can offer the most qualified expertise available at reasonable rates.

IES Associates 1514 Muirhead Olympia, WA 98502

(206) 943-0127

Introduction

IES Associates has been involved in biological studies, including wetland delineations per the 1989 multi-parameter procedure, i.e., Manual for the Identification and Delineation of Jurisdictional Wetlands (1989), in Gig Harbor and areas of Pierce County surrounding Gig Harbor for 10 years. Work within the City has included work with marinas, estuarine studies, general wildlife monitoring and wetland delineations. Three wetland mitigation plans with detailed monitoring requirements have been completed within the past 5 years. A partial list of projects is included for your review.

Rex Van Wormer, principal and the staff biologist have had formal wetlands delineation training for the multi-parameter training as well as the advanced wetland soils training courses. Rex was part of a multi-disciplinary team evaluating the 1989 method in Oregon before it was instituted by the Army Corps of Engineers.

Rex has had experience working with Mr. Ray Gilmore when Rex was an employee of the US Fish and Wildlife Service evaluating wetlands for permitting purposes and acting as an expert witness for Washington Department of Ecology and the US Department of Justice.

The enclosed proposal is designed to provide baseline data and information to the City of Gig Harbor regarding known wetlands within the city limits, their location, approximate size and classification. The work will include a map based on the city's zoning map, which would provide basic wetland information to both the city for review processes and for landowners and property developers, who propose development within city limits.

Procedures

The procedures will include a review of the US Fish and Wildlife Service NWI maps, Soil Conservation Service (SCS) soil survey of the area, wetland maps (to determine those areas which are identified as having, or potentially have, wetlands within the city limits.) In addition, aerial photographs will be obtained and utilized to locate and estimate the wetland boundaries of any wetlands identified by the US Fish and Wildlife Service and the SCS soil survey. Once this work has been completed, the best available contour and drainage way maps of properties within the city limits will be obtained, and examined, and then used to locate and analyze all drainage ways. These contour and drainage way maps will provide information relative to potential wetland areas, i.e., low depressions, or water movement corridors which might harbor wetlands.

Vegetation within each area will be identified and recorded to provide basic information for at least two parameters of wetlands criteria as required by the Unified Federal Agency Delineation Procedure.

Areas will be photographed to provide an archive of historic conditions based on the date of the survey. Once the areas are defined, a base wetland map of the area will be created identifying the location, approximate size and configuration of each of the wetlands within the city limits. This map would be an overlay to existing zoning maps to provide the city with working documents that are consistent with the remainder of the site evaluation processes.

The wetlands will be categorized based on the Proposed Gig Harbor Wetlands Classification System. The tabular inventory of the different wetland areas would identify location, approximate size, dominant vegetation, soil types and classification. Field data forms will be generated for each wetland. These field data forms will be included with the wetland report and map for distribution or sale to prospective developers and for utilization by the city of Gig Harbor for planning and zoning purposes.

The work is divided into three elements. These elements include:

- 1. Pre-field background data collection and analysis.
- 2. Map and report preparation.
- 3. Resource, regulatory and development team coordination.

Element 1 - Pre-field Background Data Collection and Analysis

Scope of Work

Per "Procedures" above:

Cost Estimate

Data, Document and Map
Collection and Analysis:
Senior Biologist 12 hrs @80.00/hr 960.00

Cn-site Evaluation:
Senior Biologist 5 days @500.00/day 2,500.00

Element 2 - Map and Report Preparation

Scope of Work

Element 2 consists of producing the generalized wetland report which will identify the different wetlands within the city limits, and their classifications, with a wetland-by-wetland report, in an individual expanded report with field data forms and wetlands maps of each wetland.

Cost Estimate

Senior Biologist	15 hrs	@80.00/hr	1,200.00
Mapping	8 hrs	@35.00/hr	280.00
Clerical	10 hrs	@21.50/hr	210.50
Misc expenses (report	copying, bi	nding, etc.)	250.00

Element Total \$ 1,940.50

Element Total \$ 3,460.00

Five copies of the final report will be provided to the city for internal review. Additional copies would be anticipated to be produced by the city, however additional copies could be reproduced at a fixed cost by IES Associates.

Element 3 - Resource, regulatory and development team coordination Scope of Work

This element includes coordination with the agency and development team. The work will include any technical meetings with the city of Gig Harbor, including (1) a pre-site meeting, (2) preliminary (pre-report) review, (3) site visits and (4) presentation of the final product.

Cost Estimate

Control of the Contro

Estimates 5 meetings @ 3 hours each and travel and miscellaneous expenses.

Senior Biologist	15 hrs	@80.00/hr	1,200.00
Presentation at public me	eetings:*		
Preparation of graphics Senior Biologist Drafting Misc expenses	4 hrs 10 hrs	@80.00/hr @35.00/hr	320.00 350.00 300.00
Presentation - Senior Biologist	5 hrs	@80.00/hr	400.00

^{*} If a formal public presentation is desired by the city.

Note: Additional meetings will be charged at time and materials per the attached rate sheet.

Element Total \$ 2,570.00

Timing

Work could be initiated within ten working days of receipt of the approved proposal with the final report to be submitted within fifteen working days after completion of the field work.

Standards

All material and services are guaranteed to be as specified. All work will be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed upon verbal or written orders, charged as time and materials per the attached fee schedule, and will be considered extra charges over and above the estimate.

Payment

Payment is due upon receipt of invoice. Interest will be charged on all past due accounts at a rate of .015 percent per month or an annual percentage rate of 18 percent. Purchaser is to pay reasonable attorney's fee and costs in the event IES Associates is required to employ an attorney for collection or legal action to enforce the terms of payment as specified herein.

Acceptance of Proposal

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

and the control of t

R. L. Van Wormer Principal IES Associates	(Date)
(Signature)	(Date)
(Signature)	(Date)

FEE SCHEDULE

ing the second of the second o

Position	**Hourly Rate	*Daily Rate
Senior Biologist/Project Leader	80.00	500.00
Soils Specialist	65.00	450.00
Botanist	55.00	350.00
Staff Biologist	35.00	300.00
Endangered Species Biologist	60.00	_
Invertebrate Zoologist	55.00	400.00
Groundwater Hydrologist	50.00	400.00
Draftsman	35.00	
Clerical	21.50	
Admin Assistant	27.50	
Field Technician	18.50	
Construction Foreman	18.50	
Nursery	18.50	
Landscape Foreman	23.50	
Construction Laborers	10.00	
Mileage (per mile)	.35	
Miscellaneous Expenses	Cost + 15%	

- ** 1. Daily rate will be charged for field work when hours are uneven. Two hours or greater will be charged as a half day, five hours or greater is charged as a day. Daily charges do not include expenses such as mileage or special materials.
- 2. Travel is charged one-way only.
 **1. Administration/office overhead is charged as 15 percent.

Associates:

Chemical Engineer/	75.00
Water Quality Specialist	
Marine Engineer	80.00
Technical Writer/Editor	35.00

November 7, 1991

Partial List of Gig Harbor Projects

Biological Evaluation, benthic analysis and mitigation plan development with Jeff Layton and Associates, two marina sites, located on Harbor View Drive. 1983-85.

Benthic analysis and biological review of bulkhead reconstruction, Harbor View Drive, 1981.

Wetland Evaluation and mitigation plan development, 64th Street and Wollochet Dr. NW, 1990.

Wetland evaluation and impacts analysis for Neighborhood Association, Hunt Street and 51st Avenue, 1989.

Wetlands Evaluation and general biological study, blue heron review, Crescent Creek and Valley Dr. NW. 1987

Gig Harbor and surrounding area was part of Rex Van Wormer's area of responsibility when head of the Permits Review Program for U.S. Fish and Wildlife Service, 1976-1980.

As coordinator of "Muskoxen", Rex was part of a multi-agency team reviewing Gig Harbor fish and wildlife values.

Carporate Carporal States of the Control

1514 Muirhead Olympia, WA 98502 Ph: (206) 943-0127

8835 SW Canyon Lane Portland, OR 97225

Ph; (503) 297-6081

Personal Resume R. L. (Rex) Van Wormer

Position

President and Lead Biologist, IES Associates Senior Partner, The Wetlands Group Senior Partner, Wetlands Northwest

Education

BS, Zoology and Chemistry, Nebraska State College, 1960 Graduate Studies, Utah State University, 1960-1963 Estuarine Ecology, University Oregon Wetlands Ecology, Ohio State University, Correspondence Wetlands Ecology, Oregon State - Summer

Supplemental Studies

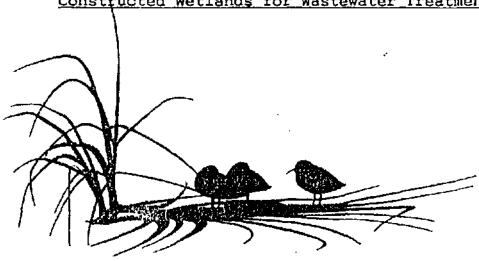
Estuarine Ecology, Grays Harbor Community College Habitat Evaluation Procedures, US Fish and Wildlife Service, 1982 Wetland Evaluation Techniques, Army Corps of Engineers, 1986 Wetlands Delineation, 1989 Advanced Wetlands Delineation, Soils, 1990

Professional Societies

American Society of Surface Mining and Reclamation Society of Wetland Managers Society of Wetland Scientists American Water Resources Association Association of State Wetland Managers Water Pollution Control Federation Wildlife Society

Publications

Hollis, A., Pierce, G. and Van Wormer R., 1989, Considerations and Techniques for Vegetation Establishment in Constructed Wetlands, Constructed Wetlands for Wastewater Treatment, Hammer ed.



TERMINATION - City may terminate this Contract or an F. amendment for convenience, and its option by sending a written Notice of Termination to Consultant. Consultant may similarly terminate for convenience in the event of delay or suspensions exceeding forty-five (45) days. the Notice of Termination shall specify when and which services shall be discontinued and when termination shall be effective. Termination shall be effective ten (10) days from receipt of the Notice of Termination. No later than thirty (30) days after termination, City shall pay Consultant upon invoice for services performed and charges prior to termination, plus termination charges. Termination charges shall include, without limitation, personnel, the putting of project documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges incurred, directly attributable to termination.

Either party can terminate this Contract, or amendment, for cause if the other commits a material, uncured breach of this Contract.

The Notice of Termination for cause shall contain specific reasons for termination. Termination shall not be effective if the breach has been remedied before expiration of the period specified in the Notice of Termination. In the event of termination by either party for cause, Consultant shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Contract. In the event this agreement is terminated by the Consultant, the City shall be entitled to reimbursements of the reasonable costs incurred due to such termination.

City and Consultant recognize that professional standards and ethics govern Consultant's services under this Contract. If circumstances arise which, in Consultant's opinion, preclude it for professional or ethical reasons from continuing performance, Consultant shall advise City of that fact. The parties shall immediately attempt to arrive at a mutually satisfactory solution. If this cannot be done to the satisfaction of both parties, either may terminate. If so, City shall compensate Consultant in accordance with

and the control of th

this Section.

Upon termination, all records, drawings and pertinent files relative to the City's affairs and past projects shall be personally delivered to the City by the Consultant, or sent registered mail to the attention of the City Administrator.

1. Programme + 1. Programme | 1. Pro

January 15, 1992

Proposal for a Wetlands Delineation and Classification of
Wetlands Within the City Limits of Gig Harbor for
Future Planning and Project Evaluation Purposes

City of Gig Harbor
Department of Community Development
P. O. Box 145
Gig Harbor, Washington 98335

by

IES Associates 1514 Muirhead Avenue Olympia, Washington 98502 February 18, 1992

RECEIVED

1514 Muirhead Olympia, WA 98502 Ph: (206) 943-0127

FEB 1 9 1992

8835 SW Canyon Lane Portland, OR 97225

CITY OF GIG HARBOR

Ph: (503) 297-6081

Mr. Ray Gilmore City of Gig Harbor Director of Planning PO Box 145 Gig Harbor, Washington 98335

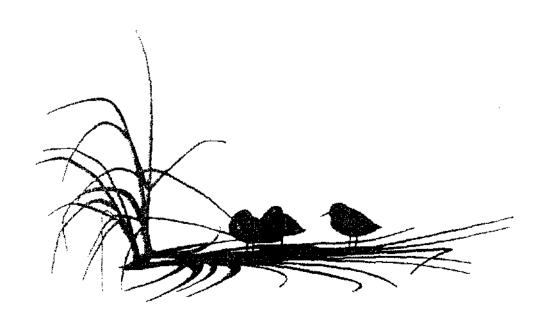
> RE: Revision to Initial Proposal Provided by IES Associates for Wetland Delineation Mapping and Document Preparation for the City of Gig Harbor

Dear Mr. Gilmore:

In our initial proposal, we did not take into consideration two elements relating to wetlands mapping. These were: (1) detailed classification of each wetland using the Gig Harbor wetland ordinances to provide sufficient enough documentation to determine buffer and (2) determination or recommendation of the appropriate buffer for each wetland.

In rereading and reviewing the Gig Harbor ordinance, it is evident that this level of work will require additional field time and coordination with the Gig Harbor advisory staff. Therefore, to accommodate this increased degree of definition, classification and the establishment of buffers for each of the wetlands, we are requesting an increase of 10% of the total of our initial proposal. This translate to an increase of \$797 to the original contract or a total of \$8767.50.

As you are aware, the request for the additional 10 percent was discussed in your office on February 12, 1992 and agreed to by both parties.



Revision to Initial Proposal by IES Associates for Wetland Delineation Mapping and Document Preparation for the City of Gig Harbor February 18, 1992

We are looking forward to the opportunity to work with you, your staff, your advisory of Gig Harbor with a user friendly, comprehensive wetland mapping and classification system that will assist your department and the property owners during their efforts or desires to develop private land.

Sincerely

R.L. Van Wormer Senior Biologist IES Associates IES Associates was formed as Independent Ecological Services in December 1980. It is an outgrowth of Rex Van Wormer's 24 years of experience with the US Fish and Wildlife Service, Forest Service and two State game agencies.

Rex is the owner and Senior Biologist of this individually owned fish, wildlife and environmental review firm. IES emphasizes the value of existing conditions on projects and strives to protect or enhance those resources through project design and/or mitigation of impacts.

IES has a long history of experience and cooperation with State and Federal agencies through direct involvement in the processing of permits. This involvement gives IES an insight into the requirements and thinking of the review staffs that work with individual projects. The goal of IES is to expedite project success in as environmentally sound a manner as possible. IES has found, through experience, that the incorporation of environmental amenities not only expedites the permit and EIS process, but also creates developments that can demand premium rates and are highly desired by prospective tenants.

IES specializes in wetlands, streams, riparian borders, related wildlife and vegetative analyses and the creation of mitigation packages that preserve or enhance biological and functional wetland values. In these areas, IES emphasizes habitat creation, restoration, enhancement and management. IES designs, supervises the construction of and monitors wetlands, including ponds, streams and marshes. IES also manages physical property for duck clubs and management areas.

With the involvement of 3 associated companies, IES has an experienced "Innovative

and Alternative" wastewater treatment team specializing in the design of aquatic tertiary treatment and land infiltration sewage systems, biological surface water treatment and mine reclamation.

IES is affiliated with "The Wetlands Group", a native plant landscape construction firm and nursery that specializes in streams and stream bank, wetlands and land reclamation.

IES's expertise also includes plant and animal evaluations and the determination of ecological interactions that are imperative to their continued co-existence in an ecosystem. The IES staff includes personnel with extended experience in governmental studies, review of permits and environmental statements and the development of planning documents. IES has endangered species expertise, both in evaluation techniques and legal procedures.

IES's client emphasis is on personalized service by Rex and other experienced qualified individuals. In legal or regulatory matters, Rex will be personally involved to give the client the experience, knowledge and access to contacts earned through 24 years of integrated working relationships with the agency staff personnel who will review the client's project.

With the IES business structure, a small nucleus of staff with quality sub-consultants, IES can offer the most qualified expertise available at reasonable rates.

IES Associates 1514 Muirhead Olympia, WA 98502

(206) 943-0127

Introduction

IES Associates has been involved in biological studies, including wetland delineations per the 1989 multi-parameter procedure, i.e., Manual for the Identification and Delineation of Jurisdictional Wetlands (1989), in Gig Harbor and areas of Pierce County surrounding Gig Harbor for 10 years. Work within the City has included work with marinas, estuarine studies, general wildlife monitoring and wetland delineations. Three wetland mitigation plans with detailed monitoring requirements have been completed within the past 5 years. A partial list of projects is included for your review.

Rex Van Wormer, principal and the staff biologist have had formal wetlands delineation training for the multi-parameter training as well as the advanced wetland soils training courses. Rex was part of a multi-disciplinary team evaluating the 1989 method in Oregon before it was instituted by the Army Corps of Engineers.

Rex has had experience working with Mr. Ray Gilmore when Rex was an employee of the US Fish and Wildlife Service evaluating wetlands for permitting purposes and acting as an expert witness for Washington Department of Ecology and the US Department of Justice.

The enclosed proposal is designed to provide baseline data and information to the City of Gig Harbor regarding known wetlands within the city limits, their location, approximate size and classification. The work will include a map based on the city's zoning map, which would provide basic wetland information to both the city for review processes and for landowners and property developers, who propose development within city limits.

Procedures

The procedures will include a review of the US Fish and Wildlife Service NWI maps, Soil Conservation Service (SCS) soil survey of the area, wetland maps (to determine those areas which are identified as having, or potentially have, wetlands within the city limits.) In addition, aerial photographs will be obtained and utilized to locate and estimate the wetland boundaries of any wetlands identified by the US Fish and Wildlife Service and the SCS soil survey. Once this work has been completed, the best available contour and drainage way maps of properties within the city limits will be obtained, and examined, and then used to locate and analyze all drainage ways. These contour and drainage way maps will provide information relative to potential wetland areas, i.e., low depressions, or water movement corridors which might harbor wetlands.

Vegetation within each area will be identified and recorded to provide basic information for at least two parameters of wetlands criteria as required by the Unified Federal Agency Delineation Procedure.

Areas will be photographed to provide an archive of historic conditions based on the date of the survey. Once the areas are defined, a base wetland map of the area will be created identifying the location, approximate size and configuration of each of the wetlands within the city limits. This map would be an overlay to existing zoning maps to provide the city with working documents that are consistent with the remainder of the site evaluation processes.

The wetlands will be categorized based on the Proposed Gig Harbor Wetlands Classification System. The tabular inventory of the different wetland areas would identify location, approximate size, dominant vegetation, soil types and classification. Field data forms will be generated for each wetland. These field data forms will be included with the wetland report and map for distribution or sale to prospective developers and for utilization by the city of Gig Harbor for planning and zoning purposes.

The work is divided into three elements. These elements include:

- Pre-field background data collection and analysis.
- Map and report preparation.
- 3. Resource, regulatory and development team coordination.

Element 1 - Pre-field Background Data Collection and Analysis

Scope of Work

Per "Procedures" above:

Cost Estimate

Data, Document Collection an		-			
Senior Biolog	ist l	.2 hrs	@80.00/hr		960.00
On-site Evalua					
Senior Biolog	ist 5	days	@500.00/day		2,500.00
			Element Total	Ś	3.460.00

Element 2 - Map and Report Preparation

Scope of Work

Element 2 consists of producing the generalized wetland report which will identify the different wetlands within the city limits, and their classifications, with a wetland-by-wetland report, in an individual expanded report with field data forms and wetlands maps of each wetland.

Cost Estimate

Senior Biologist	15 hrs	@80.00/hr	1,200.00
Mapping	8 hrs	@35.00/hr	280.00
Clerical	10 hrs	@21.50/hr	210.50
Misc expenses (report	copying, bi	nding, etc.)	250.00

Element Total \$ 1,940.50

Five copies of the final report will be provided to the city for internal review. Additional copies would be anticipated to be produced by the city, however additional copies could be reproduced at a fixed cost by IES Associates.

and the state of t

Element 3 - Resource, regulatory and development team coordination Scope of Work

This element includes coordination with the agency and development team. The work will include any technical meetings with the city of Gig Harbor, including (1) a pre-site meeting, (2) preliminary (pre-report) review, (3) site visits and (4) presentation of the final product.

Cost Estimate

Estimates 5 meetings @ 3 hours each and travel and miscellaneous expenses.

Senior Biologist	15 hrs	@80.00/hr	1,200.00			
Presentation at public meetings:*						
Preparation of graphics Senior Biologist Drafting Misc expenses	4 hrs 10 hrs	@80.00/hr @35.00/hr	320.00 350.00 300.00			
Presentation - Senior Biologist	5 hrs	@80.00/hr	400.00			

Element Total \$ 2,570.00

Note: Additional meetings will be charged at time and materials per the attached rate sheet.

^{*} If a formal public presentation is desired by the city.

Timing

Work could be initiated within ten working days of receipt of the approved proposal with the final report to be submitted within fifteen working days after completion of the field work.

of progression of the control of the second section of the section of the second section of the section of th

Standards

All material and services are guaranteed to be as specified. All work will be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed upon verbal or written orders, charged as time and materials per the attached fee schedule, and will be considered extra charges over and above the estimate.

Payment

Payment is due upon receipt of invoice. Interest will be charged on all past due accounts at a rate of .015 percent per month or an annual percentage rate of 18 percent. Purchaser is to pay reasonable attorney's fee and costs in the event IES Associates is required to employ an attorney for collection or legal action to enforce the terms of payment as specified herein.

Acceptance of Proposal

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

R. L. Van Wormer Principal IES Associates	(Date)
(Signature)	(Date)
(Signature)	(Date)

FEE SCHEDULE

and the second of the second o

Position	**Hourly Rate	*Daily Rate
Senior Biologist/Project Leader	80.00	500.00
Soils Specialist	65.00	450.00
Botanist	55.00	350.00
Staff Biologist	35.00	300.00
Endangered Species Biologist	60.00	-
Invertebrate Žoologist	55.00	400.00
Groundwater Hydrologist	50.00	400.00
Draftsman	35.00	
Clerical	21.50	
Admin Assistant	27.50	
Field Technician	18.50	
Construction Foreman	18.50	
Nursery	18.50	
Landscape Foreman	23.50	
Construction Laborers	10.00	
Mileage (per mile)	.35	
Miscellaneous Expenses	Cost + 15%	

** 1. Daily rate will be charged for field work when hours are uneven. Two hours or greater will be charged as a half day, five hours or greater is charged as a day. Daily charges do not include expenses such as mileage or special materials.

2. Travel is charged one-way only.

**1. Administration/office overhead is charged as 15 percent.

Associates:

Chemical Engineer/	75.00
Water Quality Specialist	
Marine Engineer	80.00
Technical Writer/Editor	35.00

November 7, 1991

Partial List of Gig Harbor Projects

Angelia transport of the second second

Biological Evaluation, benthic analysis and mitigation plan development with Jeff Layton and Associates, two marina sites, located on Harbor View Drive. 1983-85.

Benthic analysis and biological review of bulkhead reconstruction, Harbor View Drive, 1981.

Wetland Evaluation and mitigation plan development, 64th Street and Wollochet Dr. NW, 1990.

Wetland evaluation and impacts analysis for Neighborhood Association, Hunt Street and 51st Avenue, 1989.

Wetlands Evaluation and general biological study, blue heron review, Crescent Creek and Valley Dr. NW. 1987

Gig Harbor and surrounding area was part of Rex Van Wormer's area of responsibility when head of the Permits Review Program for U.S. Fish and Wildlife Service, 1976-1980.

As coordinator of "Muskoxen", Rex was part of a multi-agency team reviewing Gig Harbor fish and wildlife values.

1514 Muirhead Olympia, WA 98502 Ph; (206) 943-0127

8835 SW Canyon Lane Portland, OR 97225 Ph: (503) 297-6081

Personal Resume R. L. (Rex) Van Wormer

Position

President and Lead Biologist, IES Associates Senior Partner, The Wetlands Group Senior Partner, Wetlands Northwest

Education

BS, Zoology and Chemistry, Nebraska State College, 1960 Graduate Studies, Utah State University, 1960-1963 Estuarine Ecology, University Oregon Wetlands Ecology, Ohio State University, Correspondence Wetlands Ecology, Oregon State - Summer

Supplemental Studies

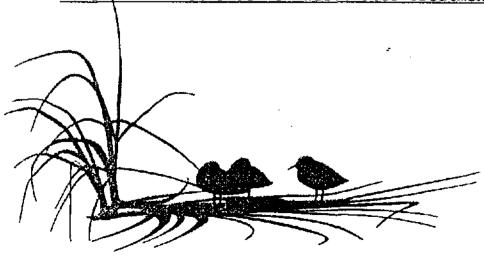
Estuarine Ecology, Grays Harbor Community College Habitat Evaluation Procedures, US Fish and Wildlife Service, 1982 Wetland Evaluation Techniques, Army Corps of Engineers, 1986 Wetlands Delineation, 1989 Advanced Wetlands Delineation, Soils, 1990

Professional Societies

American Society of Surface Mining and Reclamation Society of Wetland Managers Society of Wetland Scientists American Water Resources Association Association of State Wetland Managers Water Pollution Control Federation Wildlife Society

Publications

Hollis, A., Pierce, G. and Van Wormer R., 1989, Considerations and Techniques for Vegetation Establishment in Constructed Wetlands, Constructed Wetlands for Wastewater Treatment, Hammer ed.



Resume: R. L. Van Wormer

January 15, 1992

Van Wormer, R. L., 1990, Constructing Forested Wetland Systems in the Pacific Northwest, Society of Wetland Managers Annual Conference, Jackson, Mississippi.

Van Wormer, R.L., Trask, P., 1991, AlderLake Park Wastewater Treatment System, Design, Construction and Two Year Performance Standards, Water Pollution Control Federation Annual Conference, Seattle, WA.

Kadlec, R., Kirkbride, K.F. and Van Wormer, R.L., 1991, Water Quality Results from Model Test System Food Processing Wastewater Treatment System. Water Pollution Control Federation Conference, Seattle, WA.

Van Wormer, R.L., 1989, Vegetation and Planting Design for Constructed Wetlands, Park in the City Conference, Portland, Oregon.

Van Wormer, R.L., 1974, Water as a Controlling Consideration in Wetland Design, Restoration and Management, Pacific Northwest Chapter Wildlife Society Meeting, Olympia, WA.

Kadlec, R., Kirkbride, K.F., and Van Wormer, R.L., 1989, Poster Board Presentation, Food Processing Wastewater Treatment Test Facility, Constructed Wetlands for Wastewater Treatment Conference, Chattanooga, Tennessee.

Experience

Mr. Van Wormer's professional work, as President and Lead Biologist of IES Associates, is primarily concerned with the identification, design, creation, reclamation, and management of wetlands, streams, stream banks, riparian borders, and wildlife management units. Work also includes permit and licensing assistance for Section 404 and other wetlands-related ordinances.

Mr. Van Wormer is a partner and leader of Wetlands Northwest, a wetlands and native plant species nursery and wetlands construction, monitoring, and management firm.

Mr. Van Wormer is also the Senior Partner of The Wetlands Group, a multi-disciplinary firm that designs, constructs, and manages a variety of sewage and wastewater disposal systems. The Group specializes in the handling of food processing plant problems and municipal and private sewage discharge problems including water quality, water volume, regulation of water use, and odor.

Resume: R. L. Van Wormer

January 15, 1992

production and a second control of

1980 to present:

President and Lead Biologist, IES Associates.

In the 11 years since the creation of IES Associates, Mr. Van Wormer, in association with sub-consultants, has acted as a consultant on 350 private projects in Washington, Oregon, California, and Idaho. The studies range from preliminary biological evaluations to detailed wetlands analysis, including flagging, surveying, and development of detailed maps on large blocks of property. Since 1987, this includes over 150 wetlands delineations utilizing the "Triple Parameter" procedure as outlined in the Federal Manual for the Identification and Delineation of Jurisdictional Wetlands and over 150 wetlands delineations utilizing the US Army Corps of Engineers Corps of Engineers Wetlands Delineation Manual (1987)

Since 1965, Mr. Van Wormer has designed and built over 50 freshwater wetlands and three estuarine salt marshes that have more than two years history. This includes surface water and sewer outfall retention/detention ponds and aquatic tertiary treatment systems, waterfowl management areas up to 1200 acres in size, mudflats and salt marshes designed for salmonid use, and salmon and freshwater trout streams.

Examples of experience are:

- * Acted as a technical expert for private consultants and for cities, counties, and the State of Washington on wetland projects.
- * Designed and built a number of freshwater wetlands and two estuarine wetlands in western Washington and a variety of freshwater wetlands in Oregon.
- * Conducted ongoing monitoring programs of these systems and developed monitoring contingency plans and evaluation procedures for various sites.
- * Completed wetland surveys of freshwater and coastal areas that include in-stream flow studies, stream bottom surveys, riparian and freshwater vegetation analysis, impacts analysis on proposed developments and long-range impacts of developments on existing conditions.
- * Designed mitigation packages, including the design and creation of replacement or enhancement wetlands in