

# **Gig Harbor City Council Meeting**

**May 27, 2003  
7:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
May 27, 2003 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**PUBLIC HEARING:** Planning Commission Recommendation – Planned Community Development Land Use Plan Map

**CONSENT AGENDA:**

*These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.*

1. Approval of the Minutes of City Council Meeting of May 12, 2003.
2. Correspondence / Proclamations: a) Hire A Veteran Month.
3. Donkey Creek Park - Environmental Services.
4. Pioneer Water Main Replacement Project – Engineering Services.
5. Skansie Avenue Pedestrian Street Improvements.
6. Liquor License Renewals: Fred Meyer Marketplace; Harbor Humidor; Puerto Vallarta Restaurant; Round Table Pizza.
7. Liquor License Application: Central 76
8. Approval of Payment of Bills for May 27, 2003.  
Checks #40146 through #40 278 in the amount of \$309,660.55.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Adoption of the Park, Recreation & Open Space Plan.

**NEW BUSINESS:**

1. Planning Commission Recommendation – Planned Community Development Land Use Plan Map.
2. Skansie Brothers Park - Recommendation from the Ad Hoc Committee.
3. Maritime Pier Committee Recommendation.
4. NPDES Permit Water Quality Studies – Consultant Services Agreement.

**STAFF REPORTS:**

1. GHPD – April Stats.
2. Dept. of Community Development – Harborview Street End Viewpoint.

**PUBLIC COMMENT:**

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

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30.110(1)(b).

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF MAY 12, 2003

**PRESENT:** Councilmembers Ekberg, Young, Franich, Owel, Picinich, and Ruffo.  
Councilmember Dick acted as Mayor Pro Tem in Mayor Wilbert's absence.

**CALL TO ORDER:** 7:04 p.m.

### PLEDGE OF ALLEGIANCE

### CONSENT AGENDA:

*These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.*

1. Approval of the Minutes of City Council Meeting of April 28, 2003.
2. Correspondence / Proclamations: a) Kinship Caregiver Day b) Tourism Week  
c) Maritime Gig Teen Dance
3. Appointment to the Planning Commission.
4. Appointment to the Lodging Tax Advisory Committee.
5. Shoreline Inventory Consultant Services Contract.
6. Skansie / 72<sup>nd</sup> Street Waterline Project Bid Award.
7. Skansie / 72<sup>nd</sup> Street Waterline - Construction Survey Consultant Services Contract.
8. Skansie / 72<sup>nd</sup> Street Waterline - Geotechnical Materials Testing Consultant Services Contract.
9. Burnham Drive Curb and Gutter Contract Authorization.
10. Shurgard Reservoir Tank Repainting Project – Amendment No. 1 to Consultant Services Contract.
11. Remote Monitoring and Telemetry System - Contract Authorization.
12. Approval of Payment of Bills for May 12, 2003.  
Checks #40011 through #40145 in the amount of \$336,678.13.
13. Approval of Payroll for the month of April:  
Checks #2492 through #2544, and direct deposit entries, in the amount of \$234,377,78.

**MOTION:** Move to approve the consent agenda as presented.  
Ruffo / Picinich – six voted in favor. Councilmember Franich abstained.

### OLD BUSINESS:

1. Second Reading of Ordinance – Moorage Fees. Mark Hoppen, City Administrator, explained that Council could choose to eliminate moorage fees as a risk management tool, or allow them to remain as a revenue source. He stressed that significant staff time can be involved in a claim filed against the city, and that he agreed with the city attorney's recommendation to eliminate the fees. He said that Councilmember Franich had a memo stating an opposing position.

Councilmember Franich explained that he met with Fred Crumley, Risk Manager for Association of Washington Cities, who inspected the dock. Mr. Crumley found the

facility to be in excellent condition. After the inspection, Councilmember Franich spoke with another representative from AWC who told him that barring a catastrophic incident at the dock, the city's insurance premiums would not be affected. He said he thought the city should continue to collect the fees as a revenue source. He said that in the ten years that the dock has been in place, no claims have been filed, and with the growing popularity of the facility revenues will increase. He suggested increasing the fees to collect even more.

Councilmember Picinich said that he was in favor of increasing the fees. He asked about potential revenue and if staff has other duties at the dock other than collecting fees.

Councilmember Young said that he agreed that the threat of litigation was not that great. He added that he is not in favor of raising the fees, but that user fees are important to prevent abuse of the dock and would help offset the cost of upkeep. He said it was unfair to ask the taxpayers to pick up the entire tab, as the city should participate in park funding. He said that there are other ways to avoid costly litigation by pressing for tort reform.

Councilmember Ekberg said that eliminating the fee is an inexpensive risk management tool that could help to avoid a nuisance suit and save on staff time. He said that it is an insurance premium well spent. He said that the fee could be reinstated at a later date, adding that he was in favor of this management tactic.

Councilmember Ruffo said that it is a sound business decision and that the revenue gained by 25 cents per foot is not worth the risk. Councilmember Franich suggested raising the fee to 50 cents. Councilmember Ruffo said that some point, risk is equal to the reward, but not at 25 cents.

Councilmember Dick said that risk management is important, but to eliminate this revenue source is a judgment call. He said that if the cost of legal defense is born by the insurance pool, and the policy will not be cancelled or the premiums increased if the fees are not eliminated, then the decision becomes internal, such as the issue of staff time. He said that you couldn't govern the way the city does business by risk limitation. He said that if a loss occurs, the risk might be minimized by this type of proposal in the future.

Councilmember Ekberg pointed out that this was not being recommended by staff to keep insurance rates from increasing, but to protect the city from minimal type losses and the associated cost of staff time.

Councilmember Ruffo said that if the city was in the marina business, it would be different, but at this time, the dock is not a real revenue source. He said that tort reform will take forever, and the city cannot rely upon that.

Councilmember Franich said that no one can quantify how much staff time might be

involved in a claim, and so it's not worth giving up the revenue.

Councilmember Young recommended that if the fees are eliminated, that some sort of time restriction be imposed on the dock to prevent abuse.

Councilmember Owel said that she was not convinced that recreational immunity would prevent someone from suing. Carol Morris explained that it wouldn't prevent the suit from being filed, but it would allow the city attorney to file a motion for summary judgment. She continued to explain that the statute doesn't allow for a negligence claim, and described how a claim would be dismissed under this recreational immunity statute. She stressed that if the city doesn't charge a fee, and provides notice of latent hazards, a claim would be dismissed on summary judgment. Carol offered to provide copies of the cases that have been interpreted under the recreational immunity statute for Council's review.

Councilmember Picinich said that in regards to the behavior of the boaters, he thought there would be more trouble if the fees were eliminated. He said he would vote against this ordinance.

**MOTION:** I move that we take the city attorney's recommendation and pass Ordinance No. 930 eliminating the moorage fees at the city dock.  
Ekberg / Ruffo -

Councilmember Ruffo stressed that in business you always assess risk verses reward. He said that there is a latent risk involved with charging fees, and that putting the city at risk for \$14,000 is irresponsible, adding that it would only take one claim. He said that there are other ways to obtain revenue for the city that don't have the same level of risk.

Councilmember Young said that it's a matter of fairness of who has to pay. There are many risky activities that the city assumes a level of responsibility, such as building sidewalks, but it continues to do so. He said that one year of a staff member's time spent on a lawsuit is still less that what could be collected in ten years in moorage fees.

Councilmember Franich called for the question.

**RESTATED MOTION:** I move that we take the city's recommendation and pass Ordinance No. 930 eliminating the moorage fees.  
Ekberg / Ruffo - a roll call vote was taken.

Ekberg - yes; Young - no; Franich - no; Dick - no; Owel - yes; Picinich - no; Ruffo - yes.

The motion failed, four to three.

## **NEW BUSINESS:**

1. **Certified Local Government Program.** Megan Duvall, Coordinator from the Washington State Office of Archaeology and Historic Preservation, presented information on the benefits of becoming a Certified Local Government. She described the financial and technical assistance available to preserve historic properties and the steps involved for a city to become certified. She talked about the special tax valuation, which is the main incentive for property owners to make improvements.

Megan then answered Council's questions. Mark Hoppen and Lita Dawn Stanton were asked to work with Megan to draft an ordinance to bring back for consideration.

2. **First Reading of Ordinance – Adoption of the Park, Recreation & Open Space Plan.** John Vodopich, Director of Community Development, presented the background for the development of this portion of the Comprehensive Plan.

Councilmember Owel requested that the minutes from the meetings when the ferry landing was discussed could be included in the next packet, as it provides additional background.

**Nick Tarabochia – 8021 Shirley Avenue.** Mr. Tarabochia voiced concern with the recommendation for the Harborview Ferry Landing included in the plan. He said that he has been working with the city on a design for a viewpoint, and that three issues remain with the residents; one, that there be no beach access; two, no formal park design, only a viewpoint; and three, that the area be kept under local control with no state or federal funding. He asked that any reference in the plan to a "trailhead" or "trails and staircases" be eliminated to prevent any future misconception of the purpose of the site. He finalized by talking about the liability of someone becoming stranded and trapped by high tides.

Councilmember Owel said that she recalled the discussion that occurred last fall, which included concerns that an elaborate concept was undesirable. Councilmember Picinich requested that a copy of the plans for the next meeting.

Councilmembers and staff discussed the time constraints for passing this last element of the Comprehensive Plan in order to apply for IAC Grant funding. Staff assured Council that these changes could be made before the second reading, and that the plan can be amended annually after adoption.

Nick said that the Ferry Landing is a special place to him, and asked if there could be a spot to commemorate Bill Chains and Carl Jacobsen, his friends that lost their lives as a result of the Vietnam War.

**Scott Wagner – 6502 27<sup>th</sup> Ave. NW.** Mr. Wagner requested that rather than just eliminating the reference to beach access and trails as suggested by Nick, that

language be included to clearly define that there will be no beach access or trails located there.

**STAFF REPORTS:**

GHPD – March Stats. No verbal report given.

**PUBLIC COMMENT:**

Jim Pasin – 2710 39<sup>th</sup> Street. Mr. Pasin talked about the economic impact to the Westside Business District if the Department of Transportation and the Tacoma - Narrows Constructors move their offices to the site by the concrete batch plant. He described the project and talked about the negative impacts that would occur as a result of the temporary facility.

Mr. Pasin said that the city has protected the scenic view of Highway 16 and now a large area is going to be unnecessarily clear-cut. He talked about the appearance of indifference to other large vendors if the City doesn't take an active role in encouraging the businesses to stay within city limits.

He said that PNA, the neighborhoods, Terry Lee and Pat Lantz are joining forces to block or to modify the project, and asked Council to think about what they wanted to do.

Councilmember Dick asked if the Pierce County land-use rules would apply on this property. Mr. Pasin said that a site plan had been approved for an office park on the property, but added that he didn't believe that clear-cutting the property was included in the original approval.

Councilmember Owel said that the Federal Scenic Highways Vista Act might come into play for this project and offered to look into it.

Councilmember Ruffo asked why they had not considered the space across the highway. Mr. Pasin explained that there were issues with Fisherman's Village that the state and TNC decided could not be resolved.

Councilmember Young said that Pierce County cannot permit projects in the right of way of Highway 16 and that it would take a legislative act to exempt the project from local zoning regulations. After discussion, Councilmembers agreed that all the facts should be obtained before any action is taken, and directed staff to speak with Linea Laird, WSDOT, and Terry Lee, Pierce County Representative, to get the different viewpoints and to bring back a recommendation.

Mr. Pasin recommended that a city representative attend the meeting scheduled for May 19<sup>th</sup> with Terry Lee and the WSDOT representatives.

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

Councilmember Ruffo asked staff to do a market study on appropriate moorage fees.

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation per RCW 42.30.110(1)(i).

**MOTION:** Move to adjourn to Executive Session for approximately five minutes to discuss potential litigation at 8:54 p.m.  
Franich / Owel - unanimously approved.

**MOTION:** Move to return to regular session at 9:00 p.m.  
Franich / Young - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:00 p.m.  
Picinich / Ruffo - unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 - 7  
Disc #2 Tracks 1 - 8

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Gretchen Wilbert, Mayor

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City Clerk



May 6, 2003

TO: Office of the Mayor

FROM: Sal Cantu, Local Veterans Employment Representative  
WorkSource Pierce

SUBJECT: Hire-A-Veteran Month

Attached is a draft proclamation (Sample Only) declaring June 2003 as "Hire-A-Veteran Month" by the Mayor.

For 2003, we want to continue the tradition of past years by honoring veterans and their family members through the services we provide. The Event this year will have a very special meaning because this year we will be working with some of our returning "Iraqi Freedom War Troops" that will be coming home, some will be getting out and will be looking for a job. We will focus on providing placement and job development assistance to these deserving men and women, and our veterans who served in the Armed Forces.

We are asking for your support in this year's "Hire-A-Veteran Month" event. This event will involve Veteran Organizations and Community Leaders across the state for employment events to secure jobs from local, state and national employers, that will provide employment opportunities to veterans in Pierce County, the Employment Security Department, Pierce County Vets and American Veterans (AMVETS) are planning "Hire-A-Vet Job Fair" in Tacoma, the event will bring 50 employers and over 1000 veterans and job seekers together to discuss job opportunities for the Veterans and job seekers that attend.

Your support will send a positive message to the veteran community that we care enough about our troops and veterans to make a difference.

If you have any questions regarding this effort, please contact-  
Sal Cantu at (253-593-7361) - [sacntu@esd.wa.gov](mailto:sacntu@esd.wa.gov)  
WorkSource Pierce  
1305 Tacoma Ave South, Ste- 201  
Tacoma WA 98402-1903

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**WHEREAS**, there are more than 649,000 veterans residing in Washington State and have served our country with dedication, perseverance and courage, ranking our state veteran population fourth highest per capita in the nation; and

**WHEREAS**, Washington employers have recognized the lifelong contributions that veterans and family members have made in this state; and

**WHEREAS**, Our Troops that participated in the " Iraqi Freedom War" are returning home and some of these deserving Active, Reserve, and National Guard members will be returning to civilian life and will be looking for jobs to support their families and become an active part of our community; and

**WHEREAS**, the state of Washington recognizes that veterans are well-trained, sometimes an untapped pool of labor with a wide range of technical skills; and

**WHEREAS**, the state of Washington and the Employment Security Department are committed to provide quality employment and training assistance to all of our veterans, and will make a special effort to secure the support of our Military and Community Leaders in Pierce County to set up A "Hire-A-Vet Job Fair" at American Veterans (AMETS) Post # 1 in Tacoma, to bring Employers and Veterans to gather to secure jobs for our deserving Veterans;

**NOW, THEREFORE**, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare June 2003, as

## **HIRE-A-VETERAN MONTH 2003**

in the City of Gig Harbor and I encourage all employers, service providers and our Citizens to join me in observing this event of honor for our service men and women, recognizing that when we help a veteran to secure employment, we also help the family, our community and ourselves.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 27th day of May, 2003.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

\_\_\_\_\_  
Date



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: DONKEY CREEK PARK**  
**CONSULTANT SERVICES CONTRACT- ENVIRONMENTAL SERVICES**  
**DATE: MAY 27, 2003**

**INTRODUCTION/BACKGROUND**

A budgeted objective for 2003 included the design and construction of a restroom/shelter at the Donkey Creek Park located at Harborview and North Harborview. This project requires the preparation of a Habitat Management Plan under the City's adopted Municipal Code (18.12.090(C)).

After reviewing the Consultant Services Roster, the environmental consulting firm of Baillie & Associates was selected as the most qualified to perform the work. Their selection was based on their understanding of the project and familiarity with the area.

**POLICY CONSIDERATIONS**

Baillie & Associates is able to meet all of the City's standard insurance provisions for professional services contracts.

**FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2003 Budget and is within the 2003 Parks, Objective No. 11 budgeted allocation of \$50,000.

**RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with Baillie & Associates for the Habitat Management Plan in the amount not to exceed five thousand five hundred dollars and zero cents (\$5,500.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
BAILLIE & ASSOCIATES**

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THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Baillie & Associates, a corporation organized under the laws of the State of Washington, located and doing business at 7700 Pioneer Way, Suite 101, Gig Harbor, Washington 98335, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the Habitat Management Plan for the Donkey Creek Park Restroom Facilities and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 8, 2003, 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**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit A**.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed five thousand five hundred dollars and zero cents (\$5,500.00) for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII 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.

### III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

### IV. 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 July 10, 2003, provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' 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. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Consultant's liability 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 INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.**

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

### **VIII. 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, sub-consultants or sub-contractors.

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. All policies and coverage's shall be on a claims made basis.

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.

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.

### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

### **XI. 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.

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.



### **XIII. 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 sub-consultants 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.

### **XIV. 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.

### **XV. Resolution of Disputes and Governing Law**

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.

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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT  
Geoffrey L. Baillie, President  
Baillie & Associates  
7700 Pioneer Way, Suite 101  
Gig Harbor, Washington 98335  
(2535) 858-1499

David G. Brereton  
Director of Operations  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

### XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

### XVIII. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

### XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CONSULTANT  
By: Geoffrey Baillie  
Its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
Geoffrey L. Baillie, President  
Baillie & Associates  
7700 Pioneer Way, Suite 101  
Gig Harbor, Washington 98335  
(253) 858-1499

David G. Brereton  
Director of Operations  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that GEORGEY BAILIE 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 PRESIDENT of BAILIE & ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/21/03

Sonia R. Billingsley

SONIA R. BILLINGSLEY  
(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:

GIG HARBOR  
My Commission expires: 11/9/05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

My Commission expires: \_\_\_\_\_

MAY 09 2003

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING  
Planning  
Environmental  
Project Management

May 8, 2003

Mr. David Brereton  
Director of Operations  
City of Gig Harbor  
Department of Community Development  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Donkey Creek Park Restroom  
Habitat Management Plan Proposal

Dear Mr. Brereton:

As we discussed recently, and further to the scope and schedule proposal provided to you on April 23, 2003, following is Baillie & Associates, Inc. (Baillie) proposal to provide the City of Gig Harbor (City) with environmental consulting services for the City's proposed new restroom for Donkey Creek Park. This proposal is valid for ninety days from the date shown above.

### **Background**

The City of Gig Harbor is in the process of developing Donkey Creek Park as a major component of the City's park system. The City retained J.A. Brennan to develop three alternative concept plans for the park, which were presented to the City Council and the public in early 2002. Work performed at that time included an informal, limited habitat assessment, park development alternatives, and a range of proposed in-stream improvements. The latter were developed in response to public interest and were intended to improve/restore the natural habitat. The City has not yet finalized its plans for the park.

MAY 09 2003

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

*Mr. David Brereton  
May 8, 2003, page two*

### **State Environmental Policy Act (SEPA) Review of the Project**

The City proposes to conduct phased environmental review of the full project under SEPA as follows:

- **Phase 1.** Demolition of Borgen Building and removal of certain fill materials (completed 2002).
- **Phases 2 and 3.** Selection of Preferred Alternative for the Park and related stream habitat improvements as may be required by SEPA and state and federal permits.

This proposed action (restroom facility) would be in addition to the proposed two major phases shown above and, unless categorically exempt, would require separate environmental review.

### **Proposed Action**

In advance of the last two major phases of the project, the City desires to permit and construct a restroom facility on the site adjacent to the north/west sidewalk on North Harborview Drive and just east of the former footprint of the Borgen building. The restroom facility would consist of men's and women's restrooms only, be connected to the sanitary sewer line in North Harborview Drive, be provided with electrical service, be connected to the existing adjacent storm drainage line, and have approximate overall dimensions of 20 feet by 30 feet. The restroom facility would be located within the stream buffer for Donkey Creek, a critical fish and wildlife habitat area under the City's Environment Ordinance, Title 18 of the City Municipal Code.

### **Regulatory Requirements**

The City's adopted Municipal Code (18.12.090(C)) requires the preparation of a Habitat Assessment to determine if a Habitat Management Plan (HMP) needs to be prepared. If a critical fish and wildlife habitat area lies within 300 feet of the proposed site, an HMP is required. The proposed restroom facility is well within this setback from Donkey Creek, which is identified as a critical fish and wildlife habitat area. The City intends to submit the HMP to appropriate resource/regulatory agencies for review, even though no permit is likely to be required for this phase of the project.

MAY 09 2003

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

*Mr. David Brereton  
May 8, 2003, page three*

### **Proposed Team**

Located in downtown Gig Harbor for the past five years, Baillie & Associates, Inc. (Baillie) staff has over 30 years of experience in permitting and management of multidisciplinary studies of all types. For this work, we propose to team with John Comis Associates of Tacoma, wetland, stream, and floodplain consultants with extensive experience in stream analysis for Washington State projects, large and small.

### **Proposed Scope of Work**

Because the City desires to expedite the restroom facility portion of the park development in advance of and separate from the larger decision on the overall park development alternative (and the attendant SEPA requirements), and because the proposed restroom facility is benign in nature, this work scope is proposed to meet the minimum requirements of the City's HMP ordinance, but not meet the larger issues and expanded work associated with meeting the much stricter requirements of the U.S. Fish and Wildlife Service (USFWS) as generally described in their outline and guidance, Land Use and Management Series 600, Habitat Management Practices (Part 620).

**Task 1. Review Existing Studies, Perform Site Reconnaissance, Prepare/Finalize Habitat Management Plan Outline.** Baillie & Associates will review the previously prepared environmental studies, conduct a limited field reconnaissance of the site, and prepare and submit an outline of the HMP for approval by the City. Baillie will meet with the City and participate in a telephone conference with reviewing agencies to finalize HMP requirements. Should the reviewing agency or agencies require the HMP to be more involved than proposed herein, the City and Baillie will discuss appropriate scope, schedule, and compensation adjustments.

**Task 2. Prepare and Submit Draft Habitat Management Plan.** Baillie will prepare a draft HMP that meets the requirements of the City Municipal Code as described in deliverables, below. The report will include data evaluation (with findings) and a stream corridor inventory, as well as a description of field data, methodology, and general site conditions, including values and functions analysis and stream categorization or rating. The analysis will evaluate potential impacts to the adjacent stream or downstream receiving water, and recommend buffers or other methods for impact avoidance, as appropriate. Baillie will work closely with the City during preparation of the HMP to determine impacts, if any, and appropriate associated mitigations.



MAY 09 2003

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

*Mr. David Brereton  
May 8, 2003, page four*

**Task 3. Review and Finalize Habitat Management Plan.** Baillie will meet with the City to receive comments and determine final changes to be made to the HMP. Baillie will finalize the HMP and provide one unbound original for reproduction and distribution by the City to agencies and others with interest and/or jurisdiction.

**Task 4. Agency Review/Coordination Assistance.** Baillie will meet with the City to review agency comments, assist the City in its dialogue with the reviewing agencies, and make final changes to the HMP as requested by the City and the reviewing agencies, consistent with this work scope. If the desired changes (City and/or the reviewing agencies requests) are outside of the scope described herein, the City and Baillie will discuss and determine appropriate changes to scope, schedule, and/or compensation.

**Task 5. SEPA Checklist.** Baillie will prepare a SEPA checklist as described below for the City's use in making, as appropriate, a Determination of Nonsignificance (DNS) or a Mitigated DNS for the project.

#### **Deliverables**

**Habitat Management Plan.** An HMP that meets City Municipal Code requirements including:

- a. The project's effects on critical fish and wildlife habitat including critical plant communities;
- b. Special management recommendations that have been developed for species or habitat located on the site by federal or state agencies;
- c. Mitigation measures that could minimize or avoid impacts;
- d. Evaluation of the effectiveness of mitigation measures that may be proposed;
- e. Evaluation of ongoing management practices that protect critical fish and wildlife habitat after development of the proposed project, including monitoring and maintenance programs;
- f. Assessment of project impact or effect on water quality in Donkey (North) Creek, and any methods or practices that may be proposed to avoid or minimize degradation of water quality.

**SEPA Checklist.** A SEPA checklist, prepared on the basis of previous studies and the HMP, to SEPA and City standards

RECEIVED

MAY 09 2003

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

*Mr. David Brereton  
May 8, 2003, page five*

**City Supplied Information**

The City will provide a project site plan, two copies of the previous environmental studies (including a survey map with wetland and stream delineations), concept plans for connections to power, sanitary sewer, and storm drainage systems, and a copy of the previously prepared SEPA checklist for the demolition phase.

**Schedule**

We are prepared to complete the above work within 30 days of notice to proceed.

**Compensation and Payment**

Compensation for the above-described services shall be in the lump sum amount of \$5,500, payable consistent with progress.

**Excluded Items**

This scope of work does not include more detailed technical studies such as hydrologic monitoring or a detailed mitigation phase with planting plans or other detailed landscape designs for compensatory mitigation or buffer modifications, as they are unlikely requirements for the City or the involved resource agencies.

Thank you for the opportunity to submit this proposal. Please contact me directly at 858-1499 if you have any questions or need clarification.

Yours truly,



Geoffrey L. Baillie  
President

Cc: John Comis



## Donkey Creek Park Restroom Habitat Management Plan

### Exhibit B Estimated Fee Schedule

#### Consulting Services

##### Baillie & Associates, Inc.

Principal, 7 hours @ \$150/hr	\$1,050
Word Processor, 8 hours @ \$42/hr	336
Expenses (estimated)	<u>154</u>
<b>Subtotal</b>	<b>\$1,540</b>

##### John Comis Associates (see attached breakdown)

Principal Biologist, 31 hours @ \$90/hr	\$2,790
Assistant, 19 hours @ \$40/hr	760
Expenses (estimated)	<u>410</u>
<b>Subtotal</b>	<b>\$3,960</b>
<b>Total</b>	<b>\$5,500</b>



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT  
3510 GRANDVIEW STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PIONEER WAY WATER MAIN REPLACEMENT PROJECT**  
**ENGINEERING SERVICES - CONSULTANT SERVICES CONTRACT**  
**DATE: MAY 27, 2003**

#### **INTRODUCTION/BACKGROUND**

An identified 2003 Water Operating Objective provides for the design and construction of a 12-inch water main replacement along Pioneer Way. The existing water main is an old asbestos main and has a history of recent ruptures.

After reviewing the Consultant Services Roster, and conducting an interview to determine their qualifications and relevant design capabilities, the consulting firm of URS Corporation was selected as best qualified to perform the design for the project.

The consultant is able to meet the City's current insurance requirements.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$9,665 with URS Corporation for the design of the Pioneer Way Water Main Replacement project.

#### **FISCAL CONSIDERATIONS**

This project is identified in the Water Operating Fund, Objective No. 12 of the 2003 Annual Budget which allocated \$115,000 for this work.

#### **RECOMMENDATION**

I recommend that the Council authorize the execution of the Consultant Services Contract with URS Corp. for the design of the Pioneer Way Water Main Replacement project in an amount not-to-exceed nine thousand six hundred sixty five dollars and zero cents (\$9,665.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
URS CORPORATION**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and URS Corporation, a corporation organized under the laws of the State of Washington, located and doing business at Century Square, 1501 4<sup>th</sup> Avenue, Suite 1400, Seattle, WA 98101-1616, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of the Pioneer Water Main Replacement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 13, 2003, 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**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit A**.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed nine thousand six hundred sixty-five dollars and zero cents (\$9,665.00) for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B-Estimated Fee Schedule**. 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 XVIII 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.

### III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

### IV. 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 September 30, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' 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. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Consultant's liability 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 INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.**

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

### VIII. 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, sub-consultants or sub-contractors.

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. All policies and coverage's shall be on a claims made basis.

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.

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.

### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

### **XI. 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.

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

### **XIII. 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 sub-consultants 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.

### **XIV. 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.

### **XV. Resolution of Disputes and Governing Law**

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.

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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT  
Kris Guttormsen, P.E.  
URS Corporation  
Century Square  
1501 4<sup>th</sup> Avenue, Suite 1400  
Seattle, Washington 98101-1616  
(206) 438-2700

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

**XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

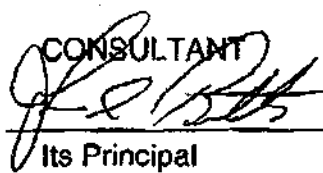
**XVIII. Modification**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

**XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

By:   
CONSULTANT  
Its Principal

By: \_\_\_\_\_  
CITY OF GIG HARBOR  
Mayor

Notices to be sent to:  
Kris Guttormsen, P.E.  
URS Corporation  
Century Square  
1501 4<sup>th</sup> Avenue, Suite 1400  
Seattle, Washington 98101-1616  
(206) 438-2700

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

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

My Commission expires: \_\_\_\_\_

## Exhibit A

### SCOPE OF SERVICES DESIGN ENGINEERING PIONEER WAY WATER MAIN REPLACEMENT CITY OF GIG HARBOR

URS will provide engineering services to the City of Gig Harbor for the design of the Pioneer Way Water Main Replacement project. The services shall consist of the following:

#### Task 1 - Project Management

Provide overall management of the project design process, staff and subconsultant(s). This task includes securing the services of a Subconsultant for professional land surveying as required for project design and the submittal of all deliverables to the City of Gig Harbor.

#### Task 2 - Design Services

Design services for the Pioneer Way Water Main Replacement project shall include:

- A. Field survey work performed by a Professional Land Surveyor licensed in the State of Washington. Survey work to include plan and location (P&L) of pavements, surface improvements, underground utilities; and surface elevations for one-half of the right-of-way section at 50-foot cross-section intervals.
- B. One (1) site visit for field review of the general project conditions and the alignment proposed for replacement of approximately 1,100 lineal feet of water main located along Pioneer Way, southwesterly from Harborview Drive. The site visit will be conducted after all field survey and base map work has been completed.
- C. Preparation of two (2) Construction Drawings sealed by a Professional Engineer licensed in the State of Washington as follows:
  1. Water Main Replacement Plan, 1" = 50' scale, based on field survey shall include roadway centerlines, right-of-way, roadway pavement, underground utilities including existing water main and proposed 12" water main improvements.
  2. Water Main Details, scale as required, to include typical and special details required for construction of the proposed replacement 12" water main.

#### Work Not Included

The City of Gig Harbor will provide all other engineering work not listed above as may be required for construction of the 12" Water Main Replacement including cost estimates, contract documents, technical specifications, bidding services, traffic control plans, erosion and sedimentation control plans, easements and special permit applications.

Exhibit A Scope of Work

**BUDGET SUMMARY  
PIONEER WAY WATERMAIN REPLACEMENT**

Task	Description	Labor Hours	Labor Cost	Expenses	Total Cost
Task 1	Project Management	12	\$1,378	\$0	\$1,378
Task 2	Design	53	\$5,061	\$3,226	\$8,287
Task 3	Specifications	0	\$0	\$0	\$0
Task 4	Cost Estimate	0	\$0	\$0	\$0
Task 5	Other Work	0	\$0	\$0	\$0
<b>TOTAL</b>		65	\$6,439	\$3,226	\$9,665



## EXHIBIT B ESTIMATED FEE SCHEDULE

### EXPENSE ESTIMATE

#### PIONEER WAY WATERMAIN REPLACEMENT

PM: Skip Grodt  
Date: May 13, 2003

EXPENSE ITEM	Cost/Unit	Task 1		Task 2		Task 3		Task 4		Task 5		Total Expense
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Lodging	per day		\$0		\$0		\$0		\$0		\$0	\$0
Meals	per day		\$0		\$0		\$0		\$0		\$0	\$0
Mileage	\$0.36 per mile		\$0	200	\$72		\$0		\$0		\$0	\$72
Car Rental	per day		\$0		\$0		\$0		\$0		\$0	\$0
Air Travel	round trip		\$0		\$0		\$0		\$0		\$0	\$0
Parking & Misc.												\$0
Surveying					3000							\$3,000
Postage												\$0
Delivery & Shipping												\$0
Supplies												\$0
Xerox Copies	0.1 each		\$0		\$0		\$0		\$0		\$0	\$0
Small Check Prints	each		\$0		\$0		\$0		\$0		\$0	\$0
Large Check Prints	each		\$0		\$0		\$0		\$0		\$0	\$0
Small Plots	each		\$0		\$0		\$0		\$0		\$0	\$0
Large Plots	each		\$0		\$0		\$0		\$0		\$0	\$0
Printing												\$0
CAD Computer	per hour											\$0
Engineer's PC	per hour											\$0
WordPro PC	per hour											\$0
Other Expenses												\$0
<b>Sub Total</b>			\$0		\$3,072		\$0		\$0		\$0	\$3,072
<b>Markup @ 5%</b>			\$0		\$154		\$0		\$0		\$0	154
<b>Total Expenses</b>			\$0		\$3,226		\$0		\$0		\$0	\$3,226

## EXHIBIT B ESTIMATED FEE SCHEDULE

**LABOR BUDGET ESTIMATE  
PIONEER WAY WATERMAIN REPLACEMENT**

Project Mngr.: Skip Grodt  
Date: May 13, 2003

Task No.	Name Description	Project Manager Grodt \$133		Designer Smith \$99		CAD \$71		Word Pro \$58		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
<b>1. Bid Management</b>											
a		8	\$1,064	2	\$198		\$0	2	\$116	12	\$1,378
b			\$0		\$0		\$0		\$0	0	\$0
c			\$0		\$0		\$0		\$0	0	\$0
<b>Total Task 1</b>		<b>8</b>	<b>\$1,064</b>	<b>2</b>	<b>\$198</b>	<b>0</b>	<b>\$0</b>	<b>2</b>	<b>\$116</b>	<b>12</b>	<b>\$1,378</b>
<b>2. Design</b>											
a	Verify Sizing	2	\$266		\$0		\$0		\$0	2	\$266
b	Initial Field Review	4	\$532	4	\$396		\$0		\$0	8	\$928
c	Preliminary Design	2	\$266	8	\$792	16	\$1,136		\$0	26	\$2,194
d	Plan & Spec Review	2	\$266	6	\$594					8	\$860
e	Final Design	1	\$133	4	\$396	4	\$284			9	\$813
<b>Total Task 2</b>		<b>11</b>	<b>\$1,463</b>	<b>22</b>	<b>\$2,178</b>	<b>20</b>	<b>\$1,420</b>	<b>0</b>	<b>\$0</b>	<b>53</b>	<b>\$5,061</b>
<b>3. Specifications</b>											
a	Specifications	0	\$0	0	\$0		\$0	0	\$0	0	\$0
<b>Total Task 3</b>		<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
<b>4. Cost Estimate</b>											
a	Cost Estimate		\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>Total Task 4</b>		<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
<b>5. Other Work</b>											
c			\$0		\$0		\$0		\$0	0	\$0
<b>Total Task 5</b>		<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>
<b>TOTAL ALL TASKS</b>		<b>19</b>	<b>2,527</b>	<b>24</b>	<b>2,376</b>	<b>20</b>	<b>1,420</b>	<b>2</b>	<b>116</b>	<b>65</b>	<b>\$6,439</b>



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: CONSULTANT SERVICES CONTRACT – SKILLINGS-CONNOLLY, INC.**  
**PLANS, SPECIFICATIONS, AND ESTIMATE FOR SKANSIE AVENUE**  
**PEDESTRIAN IMPROVEMENT PROJECT**  
**DATE: MAY 27, 2003**

**INTRODUCTION/BACKGROUND**

A budgeted objective for 2003 provides for the design and construction of curb, gutter, sidewalk, planter strip, and storm drain improvements along the western side of Skansie between Rosedale and the Henderson Bay Alternative High School. Preparation of plans, specifications, and estimate is required to establish the construction parameters for this project. Construction for this project will be delayed until the 2004 fiscal year due to lack of TIB funding assistance in 2003.

Skillings-Connolly, Inc. was selected to perform the design work for this project based on their understanding of the project, several interviews, familiarity with the area, and extensive municipal roadway design experience. Based on this criterion, Skillings-Connolly, Inc. has been selected to provide the design services.

**POLICY CONSIDERATIONS**

Skillings-Connolly, Inc. is able to meet all of the city's standard insurance provisions for professional services contracts.

**FISCAL CONSIDERATIONS**

This project was identified in the Street Operating Fund, Objective No. 13 of the 2003 Annual Budget. The contract amount is within the budgeted allocation of \$95,000 for this work.

**RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Skillings-Connolly, Inc. for plans, specifications, and estimate in the amount not to exceed twenty six thousand five hundred thirty six dollars and thirty-four cents (\$26,536.34).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
SKILLINGS-CONNOLLY, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Skillings-Connolly, Inc., a corporation organized under the laws of the State of Washington, located and doing business at PO Box 5080, Lacey, Washington 98509-5080 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of the Skansie Avenue Pedestrian Improvement Project, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated May 15, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, 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**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit A**.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty six thousand five hundred thirty six dollars and thirty-four cents (\$26,536.34) for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Task Schedule/Cost Estimate**. 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 XVIII 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.

### III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

### IV. 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 October 31, 2003; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' 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. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Consultant's liability 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 INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.**

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

### VIII. 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, sub-consultants or sub-contractors.

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. All policies and coverage's shall be on a claims made basis.

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.

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.

### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

### **XI. 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.

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.



### **XIII. 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 sub-consultants 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.

### **XIV. 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.

### **XV. Resolution of Disputes and Governing Law**

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 and the City shall determine the term or provision's true intent or meaning. The City Engineer 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.

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's 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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT  
Steve Thomas, P.E.  
Skillings-Connolly, Inc.  
PO Box 5080  
Lacey, Washington 98509-5080  
(360) 491-3399

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

**XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

**XVIII. Modification**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

**XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CONSULTANT  
By:   
Its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Steve Thomas, P.E.  
Skillings-Connolly, Inc.  
PO Box 5080  
Lacey, Washington 98509-5080  
(360) 491-3399

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

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ 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 \_\_\_\_\_ Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:

My Commission expires: \_\_\_\_\_

# EXHIBIT A

## SCOPE OF SERVICES

**PROJECT TITLE:** Skansie Ave Pedestrian Facility Improvement Project.

**LOCATION OF PROJECT:** This project is located on the west side of Skansie Ave., between 90<sup>th</sup> Street NW and Rosedale St NW in the city of Gig Harbor, Washington.

**DESCRIPTION OF PROJECT:** The Skansie Ave Pedestrian Facility Improvement Project will add approximately 700 l.f. of pedestrian facilities to the west side of Skansie Ave. The improvements will connect to existing pedestrian facilities on both ends. The project will include trimming the existing asphalt paved shoulder to a uniform width, adding cement concrete curb and gutter, adding a four foot wide planter strip, and a five foot six inch cement concrete sidewalk for the full length of the improvements.

### SECTION 100 COLLECT DATA

**Task 101 -- Collect Available Data From CITY Sources.** Information needed will include:

- Traffic and turning movement counts for the Rosedale St. and Skansie Ave. intersection
- Aerial Photography
- Topographic mapping
- As-Built drawings

Work under this item includes requesting and receiving information, review of information, classifying and filing the information into project files.

**Task 102 -- Base Maps.** Skillings-Connolly will call for utility locates and produce a three dimensional topographic map of the project area. The mapping limits will be from the painted centerline of Skansie Ave to the approximate location of the west right of way line, for the length of the proposed improvements. Information from as-builts and other record drawings will be added to the survey information to produce the base maps. The base map will depict approximate location of existing rights of way, but will not be suitable for right of way acquisition as none is anticipated for the project.

### SECTION 200 PRELIMINARY DESIGN

**Task 201 -- Drainage Design.** Skillings-Connolly will use existing topographic maps and City drainage system maps to identify the extent of the basins contributing storm drainage to the project area. Design flows will be calculated and the proposed collection and conveyance system will be sized accordingly. It is anticipated that the new impervious area will be below the 5,000 s.f. limit, and that no stormwater detention will be required. It is also anticipated that as the new impervious area is sidewalk, no water quality treatment will be required.

**Task 202 -- Traffic Study.** The City will provide current traffic volumes and turning movement counts for the Skansie Ave / Rosedale Street NW intersection. Skillings-Connolly will analyze the information provided and determine if a right turn pocket or taper is

warranted on Skansie Ave. A letter report will be prepared for the City describing any improvements warranted.

**Task 203 -- Preliminary Design.** Skillings-Connolly will lay out the geometry necessary to describe the proposed curb & gutter, planter strip and sidewalk. This process will generate preliminary earthwork quantities and identify catch points. The preliminary design, including the storm drainage system, will be drafted on plan and profile sheets and submitted to the City for review.

#### SECTION 300 FINAL DESIGN

**Task 301 -- Storm Drainage Design.** Final design of the stormwater system will include adjusting and adding detail to the preliminary design. It is anticipated that for 2 hundred to 3 hundred feet, special treatment in the form of strip drains will be necessary to deal with seepage from the cut slope west of the proposed sidewalk. Detail will also be added at road approaches and at connections to the existing system on both ends of the project.

**Task 302 -- Curb & Gutter Layout.** Grades will be calculated and the geometry of the new curb & gutter will be adjusted as necessary to conform to field conditions and match existing improvements.

**Task 303 -- Landscape Strip.** The proposed landscape strip will be detailed to include material depths and planting details.

**Task 304 -- Sidewalk Layout.** Grades will be calculated and the geometry of the new sidewalk will be adjusted as necessary to conform to field conditions and match existing improvements. Handicap ramps including truncated dome tactile strips will be developed as warranted.

**Task 305 -- Walls.** Where the proposed sidewalk and strip drains encroach on the existing cut slope, walls will be designed to eliminate the need to re-grade to the top of the slope. It is anticipated that there will be 200 to 300 l.f. of wall needed. It is also anticipated that the modular block (Keystone or similar) walls will not exceed 3 feet in height, and will not require geogrid reinforcement. No handrails or similar features are anticipated for the walls.

#### SECTION 400 FINAL PS&E

All plan production shall be consistent with the standards followed by The CITY. The plan set will be drafted in AutoCAD v-14 using the line types, line weights, text styles, text heights, symbols, scales and methodology which will give them the "look and feel" of plans prepared by the CITY.

**Task 401 -- Draft Plan Sheets.** The following plan sheets, are anticipated:

- 1 Cover sheet w/ Vicinity Map and Legend
- 1 Summary of Quantities
- 2 Plan and Profile Views of layout and Intersection Channelization
- 1 Detail sheet for drainage, landscape and sidewalk details

**Task 402 -- Specifications.** Skillings-Connolly will prepare Special Provisions based on WSDOT Standard Specifications. These will be provided to the City in electronic format for their use in preparing the bid packet.

**Task 403 -- Engineer's Estimate.** Skillings-Connolly will compile an engineer's estimate of probable construction cost including engineering, contingencies, and other "below the line" items using bid items and quantities.

**SECTION 500 PROJECT MANAGEMENT COMMUNICATION**

**Task 501 -- Quality Assurance and Quality Control.** Skillings-Connolly will provide project management, quality assurance and quality control throughout the life of the project. The hours estimated for the individual task elements include time for on-going QA/QC reviews and principal involvement. This task element provides for the final review of the project by the project manager and principal in charge prior to project sign-off.

**-- End of Scope of Work --**

All documents will be prepared in MS Word '97 format. Copies of all submitted work products will be submitted in electronic file format on compact disk / computer disk.

The city will prepare and process any required environmental permits or documents.

The foregoing Scope of Work and accompanying Man-Hour Estimate describe the work tasks, and the level of effort necessary to accomplish the work tasks, to the best of our knowledge. It is understood that at this time, our knowledge of site conditions and project constraints is very limited. If, as the project progresses, it becomes apparent that work or the level of effort described above is not reflective of the actual work to be done, Skillings-Connolly and the City will negotiate an equitable adjustment to the Scope and/or Budget.

Scope of work prepared by:

\_\_\_\_\_  
Skillings-Connolly

Scope of Work reviewed by:

\_\_\_\_\_  
City of Gig Harbor



**Exhibit B**  
**SKILLINGS-CONNOLLY, INC.**  
CONSULTING ENGINEERS

Project Name: Skansie Ave Pedestrian Improvements		PRINCIPAL	SCHEDULE RIGHT OF WAY NEGOTIATION	SCHEDULE/COST ESTIMATE							2 MAN SURVEY CREW	3 MAN SURVEY CREW	CLERICAL	CONTRACTS ADMINIS
TASK #	TASK DESCRIPTION			PROJ. ENGINEER/MANAGER	ENGINEER	TECHNICIAN	INSPECTOR	PROF. SURVEYOR						
<b>100</b>	<b>Collect Data</b>													
101	Collect Available Documents			4	4	4								
102	Field Survey					4		4	16					
<b>200</b>	<b>Preliminary Design</b>													
201	Drainage Analysis			4	8	2								
202	Traffic Analysis			2	8									
203	Preliminary Design			8	24	16								
<b>300</b>	<b>Final Design</b>													
301	Storm Drainage Design			2	24	16								
302	Curb & Gutter Layout				8	4								
303	Landscape Strip				8	4								
304	Sidewalk Layout				8	4								
305	Walls			8	16	16								
<b>400</b>	<b>Final PS&amp;E</b>													
401	Final Plans			6	8	16								
402	Specifications			2	12									
403	Estimate			2	6									
<b>500</b>	<b>QUALITY CONTROL</b>													
501	Peer/Principal review	2		4	2									

# SKILLINGS-CONNOLLY, INC.

CONSULTING ENGINEERS

## EXHIBIT B

### CONSULTANT FEE SCHEDULE -- SUMMARY SHEET

Project Name: Skansie Ave Pedestrian Improvements

DIRECT SALARY COST (DSC):					
Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL	2	X	\$52.88	=	\$105.76
RIGHT OF WAY NEGOTIATOR	0	X	\$33.65	=	\$0.00
PROJ. ENGINEER/MANAGER	42	X	\$42.00	=	\$1,764.00
ENGINEER	136	X	\$31.00	=	\$4,216.00
TECHNICIAN	86	X	\$24.00	=	\$2,064.00
INSPECTOR	0	X	\$28.85	=	\$0.00
PROF. SURVEYOR	4	X	\$33.00	=	\$132.00
2 MAN SURVEY CREW	16	X	\$32.00	=	\$512.00
3 MAN SURVEY CREW	0	X	\$57.85	=	\$0.00
CLERICAL	0	X	\$23.56	=	\$0.00
CONTRACTS ADMINISTRATOR	0	X	\$25.00	=	\$0.00
<b>Total Hours =</b>	<b>286</b>				<b>Total Cost = \$8,793.76</b>
OVERHEAD Including Salary Additives (OH):					
OH Rate X DSC	159.29%	X	\$8,793.76	=	\$14,007.58
FIXED FEE (FF):					
FF Rate X (DSC+OH)	15%	X	\$22,801.34	=	\$3,420.20
REIMBURSABLES:					
MILEAGE @	180	X	0.36	=	\$64.80
MISC. EXPENSE					\$250.00
			<b>SUB TOTAL</b>		<b>\$314.80</b>
GRAND TOTAL					
				=	<b>\$26,536.34</b>
<b>PREPARED BY:</b>	_____			<b>DATE:</b>	_____

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20030831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 FRED MEYER STORES, INC.	FRED MEYER MARKETPLACE 5500 OLYMPIC DR BLDG B GIG HARBOR WA 98335 0000	076448	GROCERY STORE - BEER/WINE
2 HARBOR HUMIDOR INC.	HARBOR HUMIDOR 3123 56TH ST NW #5 GIG HARBOR WA 98335 0000	080669	BEER/WINE SPECIALTY SHOP
3 ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
4 WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE

RECEIVED

MAY 15 2003

CITY OF GIG HARBOR



NOTICE OF LIQUOR LICENSE APPLICATION

RECEIVED
MAY 12 2003
CITY OF GIG HARBOR

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 5/07/03

TO: CITY OF GIG HARBOR

RE: ASSUMPTION

From GIG HARBOR GASOLINE LLC
Dba CENTRAL 76

APPLICANTS:

KO-AM DEVELOPMENT, INC.

KOH, BONG SIK 1939-04-03 246-25-0997
KOH, SHIN JA 1942-05-01 246-25-0819

License: 081604 - 1J County: 27
UBI: 601-289-935-001-0002
Tradename: CENTRAL 76
Address: 3718 56TH ST
GIG HARBOR WA 98335-8240

Phone No.: 206-440-3060 JOHN HUR

Privileges Applied For:
GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time.

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
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



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT  
3510 GRANDVIEW STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

**TO: MAYOR WILBERT AND CITY COUNCILMEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF AN ORDINANCE - ADOPTION OF THE**  
**MARCH 2001 PARK, RECREATION, & OPEN SPACE PLAN**  
**DATE: MAY 27, 2003**

#### **INTRODUCTION/BACKGROUND**

In 1996, the City of Gig Harbor adopted the existing Park, Recreation, and Open Space Plan. As required under the Growth Management Act, the City has completed an update of the adopted Plan for Council's consideration. A copy of the March 2001 Park, Recreation, & Open Space Plan has been placed in the Councilmember's office for review.

Public comment on the updated Plan at the first reading of this ordinance centered on the Harborview Drive Street End (Old Ferry Landing) and beach trails in this vicinity. Council Member Owel requested that a copy of Council meeting minutes from late in 2002 at which the Harborview Street End was discussed. I have enclosed an excerpt from the November 12, 2002 meeting at which this issue was raised as it related to the adoption of the 2003 Annual Budget.

In the proposed Plan, many references are made of the possible improvements to the existing Harborview Drive Street End with a great deal of flexibility in the final use and design. This area has been discussed at length and \$25,000 was allocated in the 2003 Annual Budget for viewpoint improvements at the Harborview Drive Street End. Consistent with public comment and Council direction through the budgetary process, the following changes should be incorporated into the final Plan:

- Page 43 describes the recently completed public urban design visioning workshops that proposed to develop the site to provide a structured overlook with benches, and other day use facilities. I recommend that the reference to the structure, fishing access and possible stair climb to the shoreline be removed from the plan.
- Page 111 describes anticipated facility developments and specifically identifies the development of a structure at the Old Ferry Landing. I recommend that the reference to the construction of a structure at this location be removed from the plan.
- Page 147 identifies the Old Ferry Landing as a waterfront/overlook access that and makes reference to the development of a structure and access to the beach.

I recommend that the reference to the construction of a structure at this location and access to the beach be removed from the plan.

- Pages 151 and 152 identify the Old Ferry Landing as a proposed picnic facility and makes reference to the development of a structure with picnic facilities. I recommend that the reference to the construction of a structure and picnic facilities at this location be removed from the plan.
- Pages 173, 175, and 179 identify the Old Ferry Landing as a proposed trailhead. I recommend that this reference be removed from the plan.
- Pages 180, 181, and 182 identify the Old Ferry Landing stair climb as the beginning point of a proposed shoreline trail. I recommend that these references be removed from the plan and replaced with a statement that there is no desire to have a shoreline trail in the 'south beach' area in the future.
- Page 264 identifies the Old Ferry Landing in the capital facility program and allocates \$344,316 for development of the site. I recommend that this figure be revised to reflect the \$25,000 allocated in the 2003 Annual Budget for this site.

#### **STAFF RECOMMENDATION**

I recommend that the City Council approve the Ordinance adopting the March 2001 Park, Recreation, & Open Space Plan, incorporating the changes outlined above.

## GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 12, 2002

**PRESENT:** Councilmembers Ekberg, Young, Franich Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

**CALL TO ORDER:** 7:03 p.m.

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC HEARING:**

1. 2003 Proposed Budget. Mayor Wilbert opened the public hearing at 7:03 p.m. David Rodenbach, Finance Director, explained that this is the first of two public hearings on the proposed budget. He said that this document reflects the changes as a result of the two Budget Workshops. Mayor Wilbert then asked the audience for comments.

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia voiced his concerns with the language regarding the Harborview Street End project that states that the construction will be consistent with comments made to area residents during design review meetings conducted in 1999. Mr. Tarabochia said that this issue has been on going since before 1994 and it seems the project is back to square one. He said that he knows of no one outside this administration that has come forward to ask that this area be developed. He read comments from letters from citizens in 1993, and others in 1999, voicing their dissatisfaction with the plan to develop the area. He discussed the parking, vandalism, safety and private property access problems, and asked that this area be maintained as a scenic viewpoint and not be developed as a formal park. He asked that the City Council remove this item from the budget. He answered Council's questions, and said that there were improvements that were beneficial, such as the lighting and sidewalks.

Bruce Rogers – 2804 Harborview Drive. Mr. Rogers said he agreed with some of what Mr. Tarabochia said. He said that two years ago he came to Council to ask for improvements to the streets and sidewalks. He said that there are still improvements that could be made with the 100 ft at the end of the street that would be acceptable to all. He added that not making improvements leaves it as an attractive nuisance. He said that the project has been studied to death, and Council should use the \$25,000 to do some simple things to improve the area for pedestrians. He agreed that there should be no beach access.

The public hearing was closed at 7:26 p.m. and the next public hearing opened.

2. 2001 Comprehensive Plan Amendments – John Vodopich, Community Development Director, explained that this was the first of two hearings. He said that tonight's hearing would cover updates to the 1994 Transportation Plan, 1993 Sewer Plan, the 1987 Stormwater Plan and the 1993 Water System Plan. He explained that what is being proposed with this draft ordinance is to adopt each plan update individually and then further adopt them by reference and incorporate them in the overall land use plan. He added that representatives from Gray and Osborne, who

3. Rushmore Watermain Replacement – Consultant Services Contract.
4. Liquor License Renewals; The Green Turtle, Marco's Restaurant.
5. Approval of Payroll for the Month of October.  
Checks #2133 through #2190 in the amount of \$212,372.36.
6. Approval of Payment of Bills for October 28, 2002.

**MOTION:** Move to approve the consent agenda as presented.  
Ruffo/Picinich – unanimously approved.

**OLD BUSINESS:**

1. Second Reading of Ordinance – 2002 Property Tax Levy Ordinance. David Rodenbach, Finance Director, presented the second reading of this ordinance proposing a 1% increase.

**MOTION:** Move to adopt Ordinance No. 917 as presented.  
Picinich/Dick - unanimously approved.

2. Second Reading of Ordinance – Providing for the Issuance and Sale of a Limited Tax General Obligation Bond for Financing the Acquisition of Real Estate. David Rodenbach explained that this bond is intended to take out the note being carried by the Skansie Brothers to purchase property. He said that language would be amended to reflect the correct budget fund.

**MOTION:** Move to adopt Ordinance No. 918 as amended  
Ruffo/Picinich - unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance – Adopting the 2003 Budget. David Rodenbach explained that he had nothing to add from the public hearing.

Councilmember Franich suggested an amendment to the parks and recreation goals to include funding to construct a Maritime Pier. David explained that this amendment would not be necessary, as there is no dollar amount connected with this goal, allowing it to be developed as the year progresses.

Councilmember Ruffo recommended leaving in the \$25,000 for the Harborview Drive Street Viewpoint, but to delete the specific language on what would be constructed to allow further discussion and flexibility. Councilmember Picinich agreed with this recommendation.

Councilmember Owel said that she understood from the public comments that they would like to eliminate the beach access and the seeking of grant funds from consideration, but not the inclusion of storm-drainage improvements or safety features.



Councilmember Franich agreed to leave in the funding to allow for in-house improvements to finish the limited goals discussed at previous meetings. He said that disagreed with the hiring of any more consultants or architects for design work.

Councilmember Ruffo suggested that staff re-write the goal to leave the funds in, but to delete any specifics to how the money would be spent before the second reading. Councilmember Ekberg agreed.

Councilmember Dick said that he attended some of the hearings, and though some residents were vocal in opposition to the improvement, several community members spoke in favor. He stressed that the purpose of the budget is to give direction to spend funds, and even a modest proposal to allow the area to be used as a viewpoint would require grant funding. He continued to explain that some design would be necessary to obtain grants, adding that \$25,000 wouldn't make much in the way of improvements. He said a decision would have to be made to either do nothing or to go forward with improvements. He concurred that it is a difficult decision to make and several issues would need to be reconciled. He said that a vague budget proposal would not be helpful.

Councilmember Franich asked for Council consensus based upon public input asking that the area be left as an informal place, stating that the only decision left to be made is whether to close the road off at the barricade.

Councilmember Ekberg recommended leaving in the \$25,000 and listing it as improvement to the street end. That would allow the decision to be made at a later time, whether it would be to hire a consultant to get a grant or to just do pavement repairs and install benches. He said that everyone is in agreement to leave the money in the budget.

**MOTION:** Move to leave the \$25,000 in the budget for street improvements to the Harborview Drive Street End.  
Ekberg/Ruffo – six voted in favor. Councilmember Franich voted no.

Mayor Wilbert suggested amending the budget to include a 3-way stop sign at the intersection of Vernhardson and Harborview Drive for safety concerns. Councilmember Young recommended seeking the comments of the city's traffic engineer on the subject.

Councilmember Ruffo said that he had done research on the Information Systems Assistant position and that the city was at the point of needing assistance in this department. He added that the salary range was also in line. Councilmember Ekberg reminded Council that this position was requested a year ago, but due to space constraints at the old building, it was put off. After further discussion, Councilmember Dick said that he was confident of the need for the additional position.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKS, RECREATION, AND OPEN SPACE PLANNING, ADOPTING THE MARCH 2001 CITY OF GIG HARBOR PARK, RECREATION, & OPEN SPACE PLAN, AS A STEP IN THE PROCESS FOR AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN, AS REQUIRED BY THE GROWTH MANAGEMENT ACT, RCW 36.70A.070(6).**

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WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the Act requires that the Comprehensive Plan include a land use element, consisting of, in part, recreation and open spaces (RCW 36.70A.070); and

WHEREAS, the Act allows the Comprehensive Plan to include an optional recreation element (RCW 36.70A.080); and

WHEREAS, the City adopted its GMA Comprehensive Plan in 1986, later updated in 1994 (together with parks and recreation element); and

WHEREAS, the City last adopted a Parks, Recreation and Open Space Plan in December 1996 (Ordinance No. 744); and

WHEREAS, the City engaged a consulting firm to aid in the formation of the March 2001 Park, Recreation, & Open Space Plan; and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Non-Significance with regard to the proposed adoption of the March 2001 Park,

Recreation, & Open Space Plan on April 14, 2003, pursuant to WAC 197-11-340(2);  
and

WHEREAS, the City Planning Director forwarded a copy of the March 2001 Park, Recreation, & Open Space Plan to the Washington State Office of Community Development on April 16, 2001, pursuant to RCW 36.70A.106; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on April 3, 2003, pursuant to RCW 36.70A.106; and

WHEREAS, pursuant to RCW 35A.12.140, a copy of the March 2001 Park, Recreation, & Open Space Plan has been on file in the office of the City Clerk for use and examination by the public; and

WHEREAS, on April 23, 2001 and May 14, 2001, the Gig Harbor City Council held public hearings to consider the March 2001 Park, Recreation, & Open Space Plan; and

WHEREAS, the City Council held a public hearing on this ordinance and the March 2001 Park, Recreation, & Open Space Plan on May 12, 2003, during the regular City Council meeting; and

WHEREAS, the City Council considered the adoption of the March 2001 Park, Recreation, & Open Space Plan during its regular City Council meeting on May 27, 2003;  
Now, Therefore,

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

Section 1. Park, Recreation, & Open Space Plan. The City Council hereby adopts the March 2001 Park, Recreation, & Open Space Plan (Exhibit A hereto), by

reference, as if the same were fully set forth herein.

Section 2. Subsequent Adoption as a Comprehensive Plan Element. The City Council acknowledges that the adoption of the March 2001 Park, Recreation, & Open Space Plan does not amend the City's Comprehensive Plan. The City Council will consider the March 2001 Park, Recreation, & Open Space Plan for adoption as an amendment to the City's Comprehensive Plan at the next annual Comprehensive Plan amendment hearing, and follow all required procedures for public notice, hearing and adoption at that time as well. The Community Development Director is directed to include the March 2001 Park, Recreation, & Open Space Plan in the amendment process at that time.

Section 3. Transmittal to State. The City Community Development Director is directed to forward a copy of this Ordinance, together with a copy of the March 2001 Park, Recreation, & Open Space Plan, to the Washington State Office of Community Development within ten days of adoption, pursuant to RCW 36.70A.106.

Section 4. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor

this \_\_\_ day of \_\_\_\_\_, 2003.

CITY OF GIG HARBOR

\_\_\_\_\_  
MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

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

**SUMMARY OF ORDINANCE NO.**  
of the City of Gig Harbor, Washington

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On \_\_\_\_\_, 2003, the City Council of the City of Gig Harbor, Washington, approved Ordinance No., the main points of which are summarized by its title as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKS, RECREATION, AND OPEN SPACE PLANNING, ADOPTING THE MARCH 2001 CITY OF GIG HARBOR PARK, RECREATION, & OPEN SPACE PLAN, AS A STEP IN THE PROCESS FOR AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN, AS REQUIRED BY THE GROWTH MANAGEMENT ACT, RCW 36.70A.070(6).**

The full text of this Ordinance will be mailed upon request.

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2003

---

MOLLY TOWSLEE, CITY CLERK



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT  
3510 GRANDVIEW STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS  
FROM: JOHN P. VODOPICH, AICP  
COMMUNITY DEVELOPMENT DIRECTOR  
SUBJECT: PLANNING COMMISSION RECOMMENDATION - PLANNED  
COMMUNITY DEVELOPMENT (PCD) LAND USE PLAN MAP  
DATE: MAY 27, 2003

#### INTRODUCTION/BACKGROUND

On April 14, 2003, the City Council directed the Planning Commission to hold one public hearing on a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area and present a recommendation back to the City Council for public hearing at the May 27, 2003 meeting.

The Planning Commission held a legally advertised public hearing on this matter on May 7, 2003. A copy of the meeting minutes have been attached for your review.

The following is the Planning Commission recommendation in response to the Council's request:

Proposed textual amendment (additions underlined, deletions ~~struck~~):

#### Gig Harbor Comprehensive Plan, November 1994 – Pages 9 & 10

##### 9. Generalized Land Use Categories Planned Community Development

~~A Planned Community Development (PCD) incorporates all of the other land use designations into a site development without prescribing a specific land use or zoning designation on a parcel(s) or site(s).~~ The purpose of a Planned Community Development (PCD) is to promote optimum site development options which are compatible with the communities' planning goals and interests. A PCD should meet the following minimum general guidelines:

- Minimum area allocated must be 100 acres.
- Land Use allocation should be approximately as follows:

Residential	<del>45</del> <u>60</u> % maximum
Commercial	<del>40</del> <u>11</u> % maximum
Employment	<del>25</del> <u>29</u> % minimum
Parks/Open Space	<del>10</del> <u>10</u> % minimum

Schools ————— 10% minimum

- Residential may consist of:
  - Housing units above or connected to commercial shops;
  - Allowances for Single Room Occupancy (SRO) housing;
  - Studio apartments;
  - Parks for full size and efficiency sized manufactured housing units.
- ~~The allocations Adequate provisions for Parks/Open Space and Schools should be provided for in the PCD may be combined.~~
- Site development design must be consistent with Community Design standards of the Comprehensive Plan and adopted design guidelines.

A Planned Community Development (PCD) incorporates the following generalized land use categories:

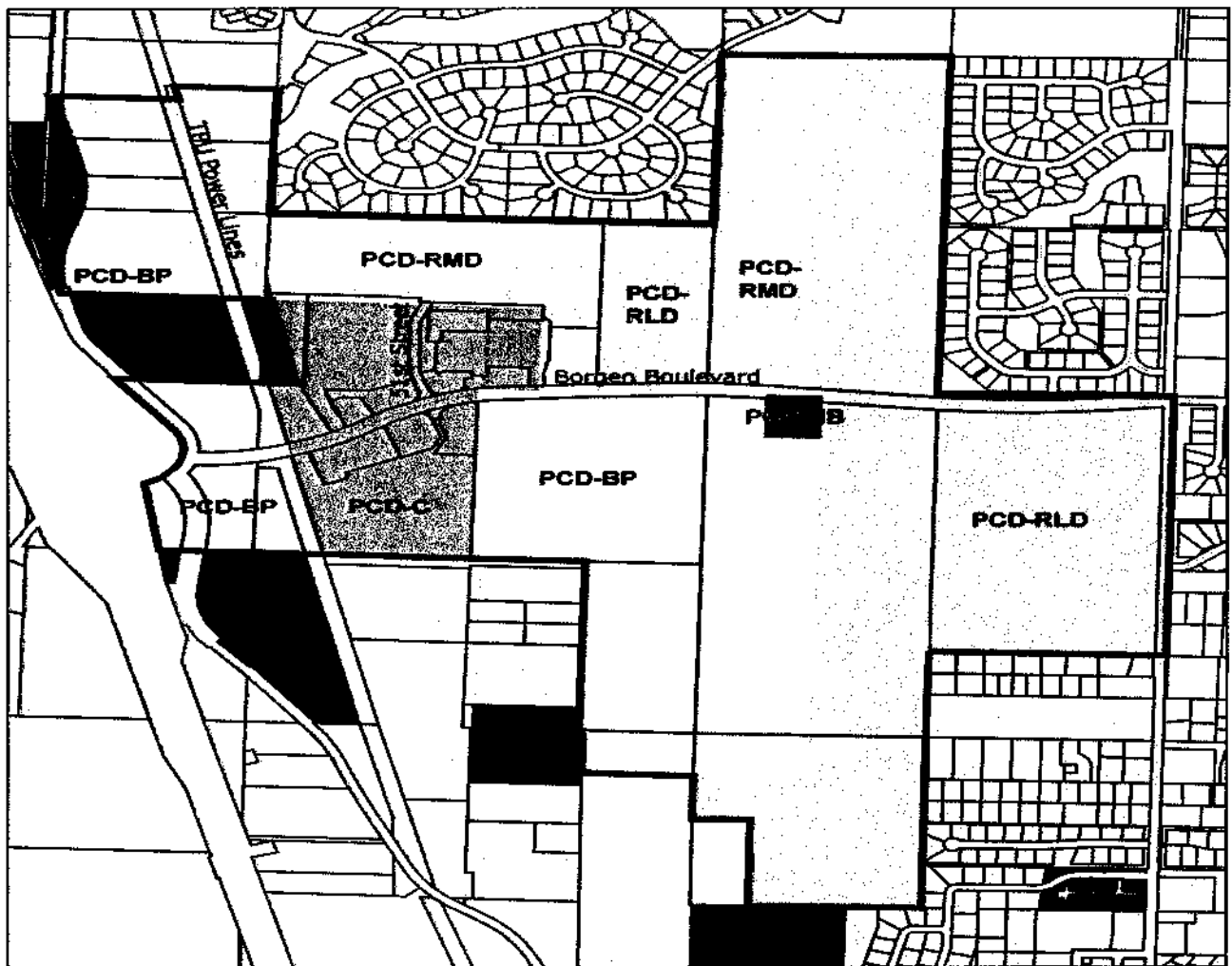
- Planned Community Development Residential Low (PCD-RLD, 4.0 - 7.0 dwelling units per acre) - Provides for well designed residential developments which are located to minimize adverse effects on the environment or sensitive natural areas; provides for clustering of dwelling units to protect important natural features and amenities, limit the costs of development and public service costs and to maintain, enhance and complement the natural beauty of the Gig Harbor community; and allows unique and innovative residential development concepts that will provide for unconventional neighborhoods, provide affordable housing for a wide range of income levels, maintain or enhance community linkages and associations with other neighborhoods, and to allow village and traditional neighborhood forms.
- Planned Community Development Residential Medium (PCD-RMD, 8.0 - 16.0 dwelling units per acre) - Provides for greater population densities to facilitate high quality affordable housing, a greater range of lifestyles and income levels; provides for the efficient delivery of public services and to increase residents' accessibility to employment, transportation and shopping; and serves as a buffer and transition area between more intensively developed areas and lower density residential areas.
- Planned Community Development Commercial (PCD-C) - Provides for the location of businesses serving shoppers and patrons on a wider basis as distinguished from a neighborhood area; encourages urban development; encourages attractive natural appearing development and landscaping; promotes a quality visual environment by establishing standards for design, size and shape of buildings that create an attractive business climate; and where appropriate, residential uses should be located above commercial uses.
- Planned Community Development Business Park (PCD-BP) - Provides for the location of high quality design development and operational standards



for technology research and development facilities, light assembly, and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises; is intended to be devoid of nuisance factors, hazards and potentially high public facility demands; and retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.

- Planned Community Development Neighborhood Business (PCD-NB) - Provides for businesses serving the everyday needs of neighboring residents; is limited in overall site area and availability of uses and is not intended to provide regional retail facilities; and provides retail and service uses that are easily accessible to local residents.

Planning Commission recommended Planned Community Development (PCD) Comprehensive Plan Land Use Map [This proposed map is based upon the existing zoning currently in place and represents no proposed increase in the amount commercially designated land]:



The land use allocation percentages are reflective of the amount of land for each designation that is delineated on the recommend land use plan map. The proposed descriptions of land use designations for the Planned Community Development (PCD) designation are verbatim intent statements taken from the zoning code (Sections 17.17.010; 17.21.010; 17.41.010; 17.54.010; & 17.56.010 GHMC).

At the May 7, 2003 public hearing, two proposals were submitted requesting changes in the proposed designations (attached). Both requests involved increasing the amount of commercially designated land in the PCD. It should be noted that neither of these requests have undergone the necessary SEPA review or traffic impact analysis. Staff has requested that the applicants submit additional information by May 23, 2003 so that further analysis can be conducted.

After receiving revised SEPA documents and traffic information, the City will issue a notice of application (NOA) for the proposals. A new SEPA determination will be rendered once the fifteen-day NOA comment period has expired. The City will then issue a revised SEPA determination for these requests for consideration in the Council's decision-making process. It is anticipated that this process can be completed by early July.

#### **RECOMMENDATION**

I recommend that the Council delay action on this matter until such a time as the results of the SEPA and traffic analysis can be brought forward and utilized in the decision making process. I would further recommend that this matter be scheduled for a first reading of an Ordinance on the Planning Commission recommendation at the July 28, 2003 Council meeting.

**City of Gig Harbor Planning Commission  
Minutes of Public Hearing  
Wednesday, May 7, 2003  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Carol Johnson, Paul Conan, Kathy Franklin, Bruce Gair, Theresa Malich-Mueller, Dick Allen and Chairman Paul Kadzik. Staff present: John Vodopich, Steve Osguthorpe and Diane Gagnon

**CALL TO ORDER:** 7:00 p.m.

**PUBLIC HEARING:**

Planned Community Development (PCD) Land Use Plan Map (COMP 03-01).  
Chairman Paul Kadzik opened the public hearing on this amendment at 7:01 p.m. John Vodopich, Community Development Director, gave a brief introduction and background of the amendment. He stated that on April 14, 2003, the City Council considered the March 20th, 2003 Planning Commission recommendation to deny the comprehensive plan amendment applications #02-01, Olympic Property Group and #02-02, SHDP Associates, LLC. He further stated that at the conclusion of the meeting, Council directed the Planning Commission to hold one public hearing on a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area and present a recommendation back to the City Council for public hearing at the May 27, 2003 meeting. Mr. Vodopich then outlined the staff's proposal to accomplish the directive of the City Council by deleting the sections in the PCD relating to percentages and adding the text defining generalized land use categories along with a map amendment reflective of those categories.

Matt Halvorsen, 3041 Eastbay Dr., Gig Harbor WA 98335 – Mr. Halvorsen voiced his concerns with the proposal, stating he would like to see more public participation in the amendments to the Comprehensive Plan. He further stated that he did not feel that the intent of the PCD zone would be met with these revisions. Mr. Halvorsen read from page 16 of the Comprehensive Plan outlining the goals of the PCD zone.

John Vodopich, Community Development Director addressed Mr. Halvorsens concerns by stating that page 16 of the Comprehensive Plan was not being changed with this amendment and followed up with the percentage breakdown of the proposed land use designations:

59.6% Residential; 10.9% Commercial; and 29.5% Employment

Mr. Vodopich further stated that these percentages were calculated exclusive of the right of way.

Chairman Paul Kadzik announced that testimony would be limited to 5 minutes.

Dave Folsom, 3160 Anne Marie Ct., Gig Harbor WA 98335 – Mr. Folsom testified that he did not feel that these proposed changes were in the best interest of the city. He cited several examples of possible negative impacts and stated that there must be another solution.

Bill Nerin, 11221 35<sup>th</sup> Ave Ct NW, Gig Harbor WA 98332 – Mr. Nerin referenced a letter he had written to the Planning Commission on January 17, 2003 outlining 8 reasons why the proposed change to the PCD should not be approved. He asked the Planning Commission to think about this proposal in a larger context and how big they want this area to grow. Perhaps the City and County should work together on a growth plan for this area. Mr. Nerin gave the Planning Commission a copy of his comments dated May 7<sup>th</sup>, 2003.

Joel Wingard, Peninsula Neighborhood Association, 3604 121<sup>st</sup> St Ct NW Gig Harbor WA 98332 – Mr. Wingard addressed the percentages of the original PCD versus tonight's proposal. He stated he had concerns that there were no percentages for open space and schools in the proposal. Additionally, he added that although he understood the need to make it easier to calculate the impacts of a proposal he felt that this was a philosophical change.

Ann Robertson-Nerin, 11221 35<sup>th</sup> Ave Ct, Gig Harbor WA 98332 – Ms. Robertson-Nerin stated that she was concerned that the reasons she chose to live in Gig Harbor were going away. She further stated that we need to preserve the quality of the village and noted that there is frequently a back-up of 9-12 cars at the roundabout at Albertsons.

Scott Miller, 16934 SE 47<sup>th</sup>, Bellevue WA 98006 – Mr. Miller spoke as the representative of the Bingham Family which owns 20 acres within the area proposed to be changed. He stated that the Bingham family supports the proposed map change and elimination of the percentages.

Dale Pinney, SHDP & Associates, 1359 N 205<sup>th</sup>, Shoreline WA – Mr. Pinney stated that he agreed with the staff recommendation. He further commented on the difficulty of analyzing any proposal with the existing percentages. Mr. Pinney exhibited a preliminary site plan of their proposal, creating a residential step down approach as a response to concerns from Canterwood residents. He submitted a letter and attachments dated May 5, 2003. He also expressed SHDP's desire to have their proposal considered in this amendment cycle.

Scott Shanks, SHDP & Associates, 1359 N. 205<sup>th</sup>, Shoreline WA – Mr. Shanks spoke about their proposed project and creating a marketplace for the Peninsula. He further stated that they felt that this mixed use development with an over 55 gated residential community along with open space and pedestrian links will meet the intent of the PCD while addressing noise, traffic, etc.

Jon Rose, Olympic Property Group, 19245 10<sup>th</sup> Ave NE, Poulsbo WA 98370 – Mr. Rose handed out a letter and an attached map dated May 7<sup>th</sup>, 2003 to the Planning

Commission. Mr. Rose stated that he was not here to comment on whether the Planning Commission should adopt the proposed map, but rather to discuss why these zones were put in place to begin with. He presented a proposal to keep non-residential uses clustered together establishing a residential buffer.

Chairman Paul Kadzik asked about Donkey Creek as it was delineated on their proposal. Was this an official open space? Mr. Rose stated that it was a critical area buffer that would be preserved.

Carmela Micheli, 10429 Sunrise Beach Dr NW, Gig Harbor WA 98332 – Ms. Micheli voiced her concerns with Gig Harbor North becoming a regional shopping center and the impacts this will have. She asked the Planning Commission to allow the current plans to be fully realized before changing them and to consider the impact on the downtown merchants.

Paul Cyr, 4102 55<sup>th</sup> St Ct NW, Gig Harbor WA 98332 – Mr. Cyr spoke in support of the staff recommendation and stated that he felt this was an opportunity to look at 2 thoughtful proposals and plan this area as a mixed use development. Mr. Cyr handed out an aerial photo of the area and pointed out that only a small portion of the overall 500 acres is commercial. He further stated that he felt this new mapping proposal allowed further study and makes the area easier to plan.

Dave Skinner, 8108 Wood Dr., Olympia WA – Mr. Skinner asked the Planning Commission to look to the future by looking at the past first. He stated that the processes currently in place have allowed development that is a success that should be allowed to grow.

Judy Olson, 4417 69<sup>th</sup> St Ct NW, Gig Harbor WA 98332 – Ms. Olson stated that she felt that the true impetus behind these changes was Costco and that she was concerned that the Planning Commission was making such a large change to accommodate the location of a specific store. She asked the commission to not rush these decisions.

There being no further public comment Chairman Paul Kadzik closed the Public Hearing at 8:05 p.m.

#### **OTHER BUSINESS:**

**MOTION:** Move to approve minutes of May 1, 2003 as written.  
Conan/Malich-Mueller – unanimously approved

#### **Planned Community Development (PCD) Land Use Plan Map (COMP 03-01).**

Discussion was held regarding the proposed changes. Community Development Director John Vodopich stated that the 2 proposals presented tonight by SHDP & Associates and Olympic Property Group have not undergone SEPA review, therefore, if the Planning Commission wanted to recommend either of them to the City Council a

SEPA analysis would have to be performed. He further pointed out that these proposals if not included in tonight's recommendation would not be able to return until next year as comprehensive plan amendments can only be made once a year. Mr. Vodopich then submitted a revised staff report to the Planning Commission in response to public comment. The revised report kept the intent statements and retained a percentage approach to land use allocations, but changed the percentages to reflect the proposed land use designations. He reminded the commission that although staff was proposing to delete the percentages for parks, open space and schools these were still allowed uses and keeping the percentage did not prevent the land from being developed without parks, open space, and schools.

Commissioner Allen commented that there is no guarantee now for parks and open space. Chairman Paul Kadzik further stated that we have no control over schools as that is within the School District's control.

Commissioner Carol Johnson added that she felt that the addition of the intent statement was appropriate as the Comprehensive Plan is a policy document.

**MOTION:** Move to amend the Comprehensive Plan as recommended in the revised staff report.  
Franklin/Johnson -

The Commission further discussed the need to keep the concept and intent of the PCD while still improving the map. Possible language to address parks, schools and open space was discussed.

**AMENDED MOTION:** Move to amend the Comprehensive Plan as recommended in the revised staff report with the added language, "adequate provisions for parks, schools and open space should be provided for in the PCD".  
Franklin/Johnson – unanimously approved

**NEXT REGULAR MEETING:** Community Development Director John Vodopich polled the Commission on their availability to hold a Work-Study Session and Public Hearing on proposed zoning code text amendments on June 19<sup>th</sup>, 2003.

May 15 <sup>th</sup>	-	Cancelled
June 5 <sup>th</sup>	-	Public Hearing 7p.m.
June 19 <sup>th</sup>	-	Work-Study Session 6 p.m., followed by a Public Hearing at 7 p.m.
July 3 <sup>rd</sup>	-	Cancelled

**ADJOURN:**

**MOTION:** Move to adjourn at 8:45 p.m.  
Conan/Malich-Mueller – unanimously approved

CD recorder utilized: Disc #1 Track 1 & Disc #2 Track

# SHDP ASSOCIATES, LLC

1359 N. 205th Street, Suite B Shoreline, WA 98133  
(206) 533-2181  
Fax: (206) 533-2164

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May 5, 2003

John Vodopich  
CITY OF GIG HARBOR  
3510 Grandview  
Gig Harbor, WA 98335

**RECEIVED**  
CITY OF GIG HARBOR  
**MAY 6 2003**  
**COMMUNITY  
DEVELOPMENT**

**PROJECT: 2003 COMPREHENSIVE PLAN AMENDMENT**

**SUBJECT: REVISION TO REVISED APPLICATION NO. CP-02-02**

Dear John:

On April 14, 2003 the City Council held discussions on the proposed Comprehensive Plan Amendments. The staff analysis that accompanied this recommendation included an additional Comprehensive Plan concept that had not been previously discussed. Staff indicated that, due to the complexities of working with the existing PCD requirements and guidelines, the entire PCD designation should be modified. These modifications would replace the concept of undefined zoning areas and allocation of uses, based on percentages. Staff would recommend that the Gig Harbor North Annexation zoning areas be applied to the Comprehensive Plan Map and that descriptions for these zoning areas be included in the Comprehensive Plan text. It also placed the review of the current amendment requests in abeyance until this issue is resolved. The exact language is defined in your April 22, 2003 memo to the Planning Commission.

Per our recent phone discussions, SHDP understands that it would be acceptable for us to revise our current amendment request. The proposed changes to the PCD designation eliminate the textural elements that we proposed to modify in our 12/5/02 application. SHDP feels that when the Council is considering the annexation zoning designations, appropriate map changes should also be considered. The attached Comprehensive Plan Map Amendment request is based on the assumption that the Planning Commission and the Council will first review and acknowledge a modified Comprehensive Plan Map that contains the annexation zoning inside the PCD area. It is understood that the Planning Commission will evaluate this zoning and any proposed changes. This Planning Commission map will be recommended to the Council for approval. The Council will evaluate and make a final determination on the Comprehensive Plan Map and any amendments that should be included. Our new request is site specific based on the new zoning designations. This will allow the Council to modify the PCD requirements while also evaluating our proposed change to the Comprehensive Plan Map.

Attached to this letter is an application for a Comprehensive Plan Map amendment. This application shall serve as a revision to our existing 12/5/02 application. Included with this application are the required exhibits which detail the proposed zoning changes. Also attached is a site plan of the proposed Costco development. We have included a check for \$350.00 to cover

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John Vodopich  
May 5, 2003  
Page 2

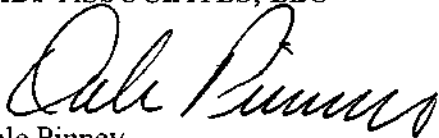
the difference in the application fees between a text amendment and the map amendment. As stated on the application, if additional SEPA information is required the City will notify the applicant.

If the Council does not adopt new PCD requirements, then our textural amendment for a 4% increase of the commercial use allocation would remain in effect.

If you have any questions with regard to this revision to our request, please call.

Sincerely,

SHDP ASSOCIATES, LLC



Dale Pinney  
Member

cc: Mark Hoppen  
Carol Morris  
Planning Commission Members



## CITY OF GIG HARBOR COMPREHENSIVE PLAN LAND USE MAP SITE-SPECIFIC AMENDMENT APPLICATION

A site-specific amendment is a proposed change in the Comprehensive Plan land use map designation of an individual parcel or parcels of land. A site-specific amendment to the Comprehensive Plan land use map does not result in a rezone, if approved, the applicant would be required to apply for a rezone at the conclusion of this process.

(Please Print or Type)

Owner/ Applicant: SHOP. Associates, LLC  
 Mailing Address: 1359 N. 205<sup>th</sup> St., Suite B  
 City: Shovelino State: WA Zip: 98133  
 Phone: (206) 533-2181 Fax: (206) 533-2164

Agent/ Contact: Dale Pinney  
 Mailing Address: 1359 N 205<sup>th</sup> St. Suite B  
 City: Shovelino State: WA Zip: 98133  
 Phone: (206) 533-2181 Fax: (206) 533-2164

Site Address: Borgan Boulevard (East of GHW)  
 City: Gig Harbor Zip: -

Lot Size: 50.97

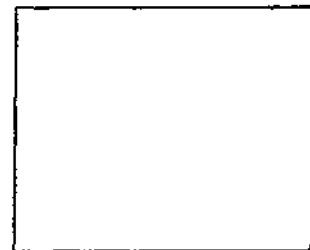
Assessor's Account #: 0222303010, 0222303011,  
0222303002

Legal Description: (Please attach)

Section: 30 Township: 22N Range: 2E

### FOR CITY USE ONLY

Application Received (stamp)



Received by: \_\_\_\_\_

Assigned to: \_\_\_\_\_

Minimum Application Fee: ✓ \_\_\_\_\_

SEPA Checklist & Fee\* ✓ \_\_\_\_\_  
 if required

Site Map ✓ \_\_\_\_\_

Questionnaire ✓ \_\_\_\_\_

Assessor's Map ✓ \_\_\_\_\_

Ownership Certificate ✓ \_\_\_\_\_

Pre-Submittal Review ✓ \_\_\_\_\_

Date: 1/1

Staff: \_\_\_\_\_

Application Complete\* ✓ \_\_\_\_\_

Date: 1/1

Staff: \_\_\_\_\_

Is the property in a special taxation or land-use program?

No  Yes (specify) \_\_\_\_\_

Current Comprehensive Plan Designation:

*PCD-RMD, PCD-RLD, PCD-BP*

Requested Comprehensive Plan Designation:

*PCD-RMD, PCD-C*

The applicant agrees to pay a minimum application fee of \$750.00, in accordance with the adopted fee schedule on file with the City of Gig Harbor Department of Planning and Building Services. If the Planning Commission approves the application for further consideration by the City Council, the applicant may be required to submit a State Environmental Policy Act (SEPA) checklist and an additional fee of \$150.00. The applicant further understands that approval of a site-specific amendment is not a rezone. If approved, the applicant must file an application for a rezone with the City of Gig Harbor Department of Planning and Building Services. Acceptance of this application and/or payment of fees does not guarantee final approval.

Applicant Signature: \_\_\_\_\_

*Dale Pinner*

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

*5/5/03*

**OWNERSHIP CERTIFICATION**

I, Dale Pinney, hereby certify that I am the majority property owner or officer of the corporation ~~owning~~ controlling property described in the attached application, and I have familiarized myself with the rules and regulations of the City of Gig Harbor with respect to filing this application, and that the statements, answers and information submitted presents the argument on behalf of this application and are in all respects true and correct to the best of my knowledge and belief.

Address: 1359 N 205th St. Suite B

City and State: Shovelino WA. Phone: (206) 533-2181

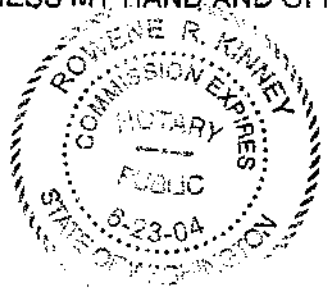
Signature: Dale Pinney for SHOP ASSO. LLC  
(give corporation or company name)

**ACKNOWLEDGMENT**

State of Washington )  
County of KING ss. )

On this day personally appeared before me DALE PINNEY known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that HE signed the same as HIS free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 5th day of May, 2003



Rowene R. Kinney  
Notary Public in and for the State of Washington  
Rowene R. Kinney  
My Commission Expires: 6/23/04

Other property owners in this application must be listed below:

Name: N/A Signature: —  
Address: — City/State: — Zip: —

## QUESTIONNAIRE

FOR SITE-SPECIFIC COMPREHENSIVE PLAN LAND USE PLAN MAP AMENDMENT APPLICATION

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Please answer the following questions in text and/or graphic form on separate pages and attach them to the application. Answer all questions separately and reference the question number in your answer. An application will be considered incomplete until all the questions are answered. This questionnaire applies to map and site-specific amendment applications.

1. Please provide a detailed description and explanation of proposed amendment.
2. Has there been a change in circumstances pertaining to the Comprehensive Plan, public policy, or (if applicable), the subject property (beyond the control of the landowner)?
3. What do you anticipate will be the impacts caused by the change, including the geographic area affected and the issues presented?
4. How would the proposal comply with the community vision statements, goals, objectives, and policies of the Comprehensive Plan?
5. Is there public support for this proposal (i.e. have you conducted community meetings, etc.)? Note: All applications will be subject to full public participation, notice, and environmental review.
6. Identify the location of the subject property on a Pierce County assessor's map, which has been dated and signed by the Applicant.

# COMPREHENSIVE PLAN MAP AMENDMENT

## PLANNED COMMUNITY DEVELOPMENT GIG HARBOR NORTH

### QUESTIONNAIRE / ADDITIONAL INFORMATION

May 5, 2003

#### GENERAL SITE INFORMATION

The area affected by this map amendment is in the Planned Community Development (PCD) zone that comprised the major portion of the Gig Harbor North Annexation Area. The site generally located north of Borgen Boulevard just east of Gig Harbor North. In the last year and a half two commercial developments were completed in the PCD. These developments are commonly known as Gig Harbor North and Gig Harbor South. All of Gig Harbor South is currently leased as well as the bulk of Gig Harbor North. Borgen Boulevard and its freeway roundabouts have provided ample and convenient access through and to the PCD.

#### MAP AMENDMENT QUESTIONNAIRE

**1. Please provide a detailed description and explanation of the proposed amendment.**

Our request involves changing the comprehensive plan designation on three different parcels. All of the parcels are located around the existing Gig Harbor North project. Our proposal, in general is to modify some low density residential to medium density and create a commercial area from a business park parcel and portions of low and medium density residential. These changes are detailed on the attached property maps, one depicts the existing zoning and the other shows the proposed zoning.

	<u>Existing</u>		<u>Proposed</u>	
Parcel # 1	PCD-RMD	29.290 ac.	PCD-RMD PCD-C	25.33 ac. 3.96 ac.
Parcel # 2	PCD-BP	2.88 ac.	PCD-C	2.88 ac.
Parcel # 3	PCD-RLD	18.80 ac.	PCD-RMD PCD-C	5.09 ac. 13.71 ac.

The net result of the amendment would be to create a 20.55 acre commercial site adjacent to, and east of, the existing Gig Harbor North Development. This amendment also creates a contiguous area of medium density zoning between the commercial zone and Cantorwood.

This amendment creates a minimal commercial area that is sized to accommodate the planned Costco development. The proposed commercial development would be designed similar to the existing and successful Gig Harbor North and South projects. The goal of our design would be to create an attractive uniform streetscape through the Borgen Boulevard commercial district.

**2. Has there been a change in circumstances pertaining to the Comprehensive Plan, public policy, or (if applicable), the subject property (beyond the control of the landowner)?**

There have been changes in the Gig Harbor community that directly pertain to the composition of the current Comprehensive Plan. They are as follows:

1. The current Comprehensive Plan designation for this area was contemplated in 1991 with the Gig Harbor North Annexation Area, with actual zoning designations being adopted in late 1995. Actual commercial interest in the area started in 2000 with development occurring in 2001 and 2002. The point of this being that the level of commercial zoning established in 1995 did not correctly depict the current 2002 demand for commercial goods and services. The level of need for commercial uses is hard to define in a mathematical sense, but is easy to define in a practical manner. The practical method is based on occupancy of commercial space and sales activity. Both of these elements, in the current commercial projects, would indicate there is strong pressure for additional commercial zoning in the PCD. The reports in the annexation study indicated that commercial development in the PCD would occur over the next 12 years, it occurred in a year and a half.

2. The current Comprehensive Plan was established before the State of Washington approved the second Tacoma Narrows Bridge. With the opening of adequate access across the Narrows, growth in the Gig Harbor area will occur sooner than was originally anticipated. The need for commercial services will/has exceed what is currently available in the area.

3. The existing Comprehensive Plan utilized some method of establishing the correct level of commercial use at the time when the plan was adopted. One of the tools the City created during this time frame is the Design Review Manual. This manual provides specific design regulations for planning and layout of all developments in the city. One element of this manual is a requirement that 20% of significant native growth be retained on a site. The effect of this, in the Gig Harbor North area, is that the developable area of a project is significantly reduced. The current 50 acres of commercial property only yielded

40 acres of commercial development. The requested map amendment would restore commercial development area that was anticipated in the existing Comprehensive Plan.

4. The attitude toward commercial development in the Gig Harbor community has changed over the past year. The community has seen, through Gig Harbor North and South, that commercial development can be an appealing and attractive element in the community if it is done correctly and in accordance with city development guidelines. Now that the community has had an opportunity to utilize these services, they have indicated through a variety of sources that there is a desire to have one additional national retailer join the Gig Harbor community. It is our goal to establish a location and bring a Costco retail location into this community.

**3. What do you anticipate will be the impacts caused by the change, including the geographic area affected and the issues presented?**

If our proposed map amendments are accepted, a rezone application would be submitted for the area northeast and east of the existing Gig Harbor North development, creating additional commercial property. Ultimately, a development application for a new Costco development would be submitted and approved on the site. This commercial use would be incorporated into the existing commercial district that is known as Gig Harbor North.

The specific impacts of this map amendment need to be evaluated as the net difference between the proposed use and the use that is currently allowed. And then understanding that, compare those impacts with the current uses in the area. The SEPA document contains a comprehensive evaluation of impacts, but following is a general discussion of the most common impacts.

Traffic

The modification from residential and business park to commercial will place additional traffic trips on the Borgen Boulevard corridor. The reduction in residential property will actually mean a reduction of potential new trips inside the city. The added commercial will redirect other existing trips inside the city as well as bring some new trips to this location. In total, trips along the corridor will increase. It has always been anticipated that Borgen Boulevard would be expanded as additional development occurred. The city traffic consultant, in previous public hearings, has preliminarily confirmed that the roadway, with expansion, has the capacity to serve commercial on this site. Attached to this report is a memo from Gibson Traffic Consultants that specifically details the traffic impacts from the Costco development on the referenced site. It also confirms that the Borgen Boulevard corridor, with additional improvements, can serve a Costco development and operate at an acceptable LOS.

Utilities

Commercial facilities on this site would general place a larger demand on some utilities, while actually reducing the demand on others. A commercial development will have a higher demand for phone service and larger power loads. Also a commercial development will have larger storm drainage requirements that will include larger ponds

and conveyance systems. Conversely, this commercial development will use far less water than the potential residences on this site, as well as creating less sewerage. Again as express by the city engineer in previous public hearings, the utility infrastructure that currently exists can support commercial development on this site. Modifications to these systems may be required but can serve the site.

#### Economic

The approval of a commercial on this site, with a big box retailer such as Costco, would add significantly to the tax revenues collected by the city of Gig Harbor. This commercial use would replace residential uses which are generally a burden on city budget.

#### Public Benefit

Allowing commercial on this site would continue address the cities obligation to provide convenient access to commercial goods and services in side the city.

#### **4. How would the proposal comply with the community vision statements, goals, objectives and policies of the Comprehensive Plan.**

The Comprehensive Plan for the City of Gig Harbor supports elements required for the citizens of the city to maintain a high quality of life. To accomplish this you need to provide quality residential areas, local jobs inside the Gig Harbor area, availability to goods and services, schools and public safety. The city will develop these elements in accordance with the vision defined in the Comprehensive Plan. The city will be pedestrian friendly, it will be green, there will be plenty of open space, and it will be architecturally appealing. At the same time the city will have a strong economic base with the resources to maintain and expand city services.

Attached to this application is Exhibit A. This is a chart that indicates how our proposal complies with the vision, goals, objectives and policies of the Comprehensive Plan.

#### **5. Is there public support for this proposed text amendment (i.e. have you conducted community meetings, etc.)? Note : all applications will be subject to full public participation, notice and environmental review.**

Based on our discussions with local community leaders and the public, we have found there is significant public support to allow Costco into the community. This map amendment will provide the additional commercial designation in the PCD to allow this to occur. Support for a Costco in Gig Harbor was voiced by many people in a recent public hearings. Also, the applicant has recently held a public meetings with the Canterwood Community on our proposals. Although they had concerns about some aspects of our proposal, there was overwhelming support for a Costco in Gig Harbor.



**6. Identify the location of the subject property on a Pierce County assessor's map, which has been dated and signed by the applicant.**

See attached Exhibit B.

**EXHIBIT "A"**  
**GOALS AND POLICIES RELATIONSHIP**

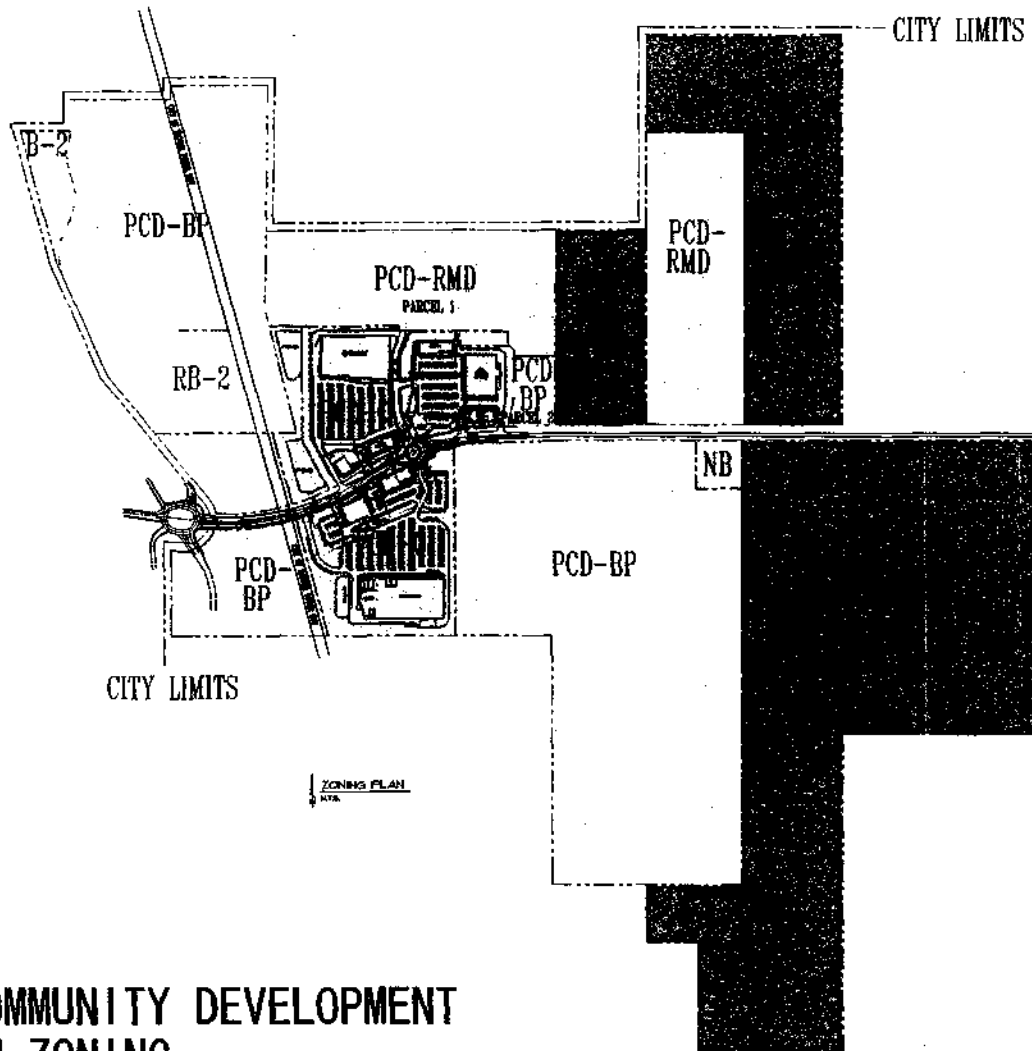
<b>COMPREHENSIVE GOALS AND POLICIES</b>	<b>RELATIONSHIP OF PROPOSAL TO GOAL</b>
<p><b>LAND USE ELEMENT</b></p> <p><b>Goal: Manage urban growth potentials.</b></p> <p><b>Capable Areas</b> To the best degree possible, allocate high density/intensity urban development onto lands which are capable of supporting urban uses which pose the fewest environmental risks.</p> <p><b>Suitable Areas</b> As much as possible, allocate urban development onto lands which are suitable for urban use and which have the least social value in an undeveloped state.</p> <p><b>Serviceable Areas</b> Allocate urban uses onto capable, suitable lands which can be provided roads, sewer, water, storm drainage, and other basic urban utilities and transportation facilities.</p>	<p>The proposed site is currently fully supported by existing city roadway and utility infrastructure. The proposed site has no environmental risks such as wetlands or steep slopes.</p> <p>The site is adjacent to other active urban uses and would become integral part of the commercial activity center. The current land use is forested but holds very little benefit for wildlife or public use.</p> <p>The proposed site is currently fully supported by existing city roadway and utility infrastructure.</p>
<p><b>Urban Growth Area</b> Allocate sufficient land within the urban growth area to allow efficient operation of market forces and to allow for areas which have environmental limitations to building construction, such as wetlands, steep slopes, geologically hazardous areas, and critical fish and wildlife habitat.</p>	<p>There is currently a shortage of undeveloped commercially zoned land within the City of Gig Harbor. Market forces now demand additional land to meet current retail need. Our proposal accomplishes this.</p>
<p><b>Growth Management Priorities</b> Provide sufficient land area to accommodate a projected population of approximately 15,000 to 18,000 within the defined urban growth area over the next twenty years.....</p>	<p>Providing land area to accommodate future, and current, population includes development of areas to provide adequate goods and services to the community.</p>
<p><b>Goal: Create Community Based Urban Form</b></p> <p><b>Urban Form</b> Create a recognizable urban pattern..... .....which establishes a harmonious relationship between the natural and the built environment.</p>	<p>Commercial development on this site would continue the established urban pattern used on the Gig Harbor North and South projects. This blends the natural and built environments.</p>

**EXHIBIT "A"**  
**GOALS AND POLICIES RELATIONSHIP**

<b>COMPREHENSIVE GOALS AND POLICIES</b>	<b>RELATIONSHIP OF PROPOSAL TO GOAL</b>
<p><b>Planned Community Development</b> The purpose of the PCD is to promote optimum site development options which are compatible with the communities planning goals and interests.</p>	<p>This map amendment would represent the type of flexibility that was intended for the PCD. The PCD is an area that adapts to the constantly changing needs of the community.</p>
<p><b>Goal: Promote Community Diversity and Distinction and Increase Housing Opportunites</b></p> <p><b>Housing Choice</b> ...allow a broad choice of housing types...</p> <p><b>Public Schools &amp; Education</b> Encourage the development of a broad tax base through appropriate land use planning process for the siting and development of significant revenue generators such as new or expanded business and employment centers and retail sales/services.</p>	<p>As part of this proposal it is anticipated that gated retirement community will be established on the PCD-RMD property north of the commercial zone.</p> <p>This proposal addresses this policy directly. Allowing a minor increase to the commercial area allocation will allow area suitable for development of a significant revenue generator such as Costco, which the SHDP proposal includes.</p>
<p><b>Goal: Protect and maintain groundwater quality and quantity used for public water supplies.</b></p> <p><b>Aquifer Recharge Area and Site Suitability</b></p>	<p>This site would meet all of the siting requirements outlined in this goal statement.</p>
<p><b>Goal: Open Space/Presentation Areas</b></p> <p><b>Critical Areas</b> Designate the following critical areas as open spaces and presentation area:</p> <ul style="list-style-type: none"> <li>- Slopes in excess of 25%.</li> <li>- Sidewalks, ravines, and bluffs.</li> <li>- Wetland and wetland buffers</li> </ul>	<p>As required in the Design Review Manual, any development on this site will be required to preserve significant vegetation. This will be done in open space areas that will be approximately 20% of the development site.</p> <p>This site does not contain any defined critical areas.</p>

**EXHIBIT "A"**  
**GOALS AND POLICIES RELATIONSHIP**

<b>COMPREHENSIVE GOALS AND POLICIES</b>	<b>RELATIONSHIP OF PROPOSAL TO GOAL</b>
<p><b>Goal: Provide Land Use Site Development Flexibility</b></p> <p><b>Planned Community Development</b>            Promote site development flexibility for properties which have long-term development plans, which are suitable for a variety of intensity and density of developments and which commit to incorporating innovative design concepts.</p>	<p>The existing commercial development has been carefully planned and executed to conform with goals and policies of the Design Review Manual. While the existing development has been generally well received for its visual character, care must be taken when expansion of the commercial area is considered. Future expansions should be located in a manor that will allow the existing design concept to be continued. This will provide a consolidated commercial activity center focused on the existing commercial development. This site would meet this goal.</p>
<b>Environment Element</b>	
<p><b>Goal: Resect the Natural Environment</b></p> <p><b>Tributary Drainage</b>            Protect streams, ponds, springs and other wetland areas from land use developments...</p>	<p>Due to its location this site would help meet this requirement by directing storm water runoff away from the Donkey Creek drainage system. This site would drain to the west in the established commercial drainage cooridors.</p>
<p><b>Goal: Conserve Natural Resources</b></p> <p><b>Wetland Wildlife Habitat</b>            Protect these habitats....</p>	<p>This site would meet this goal as there are no wetlands on this site.</p>



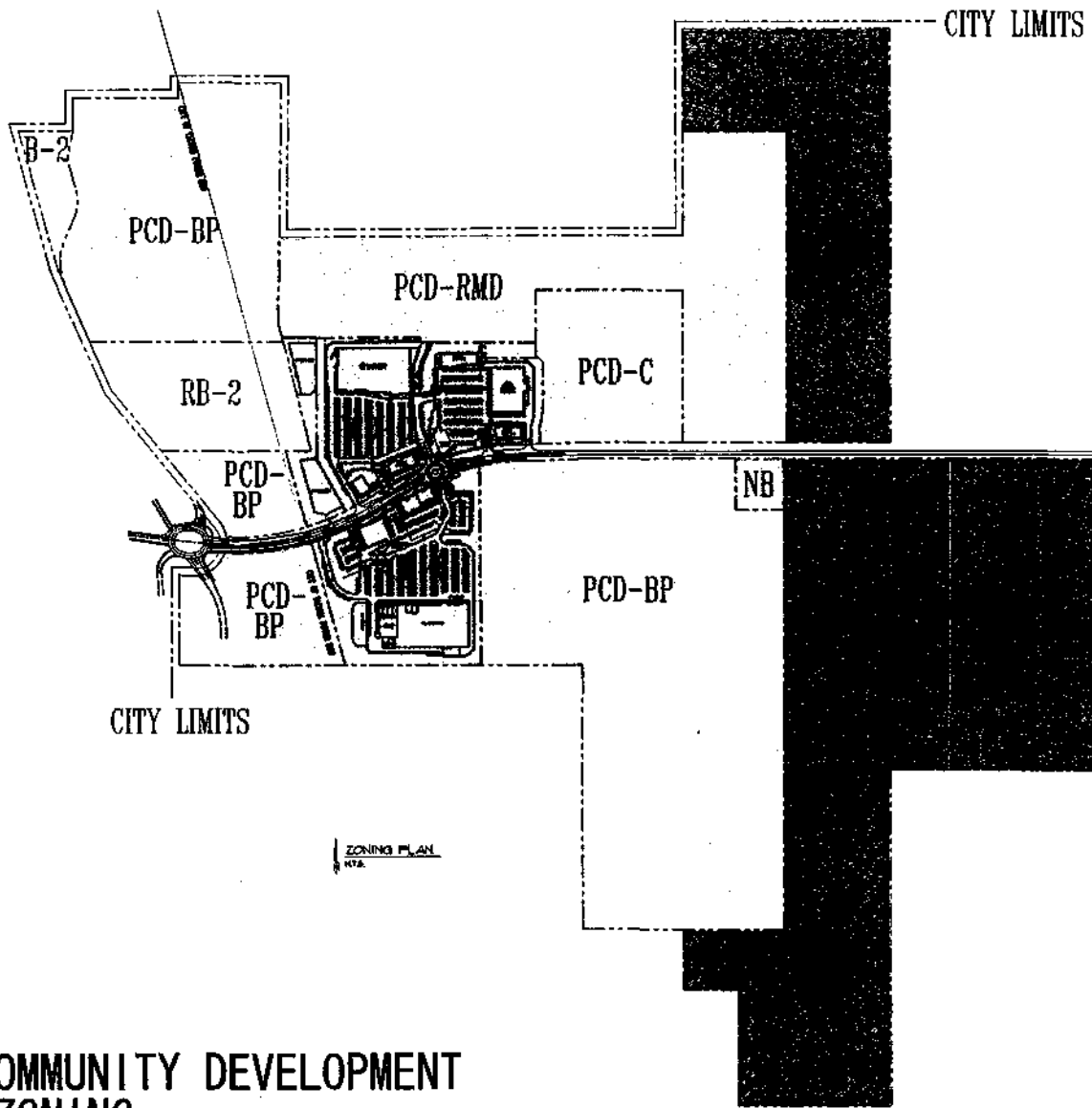
**PLANNED COMMUNITY DEVELOPMENT  
ANNEXATION ZONING**

Gig Harbor, Washington

**DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.**  
200 1000 1000 1000 1000 1000 1000 1000 1000 1000

EXISTING ZONING

DATE:	4-28-92
REV. #:	2081-02
FILE NAME:	4-1.MXD



# PLANNED COMMUNITY DEVELOPMENT PROPOSED ZONING

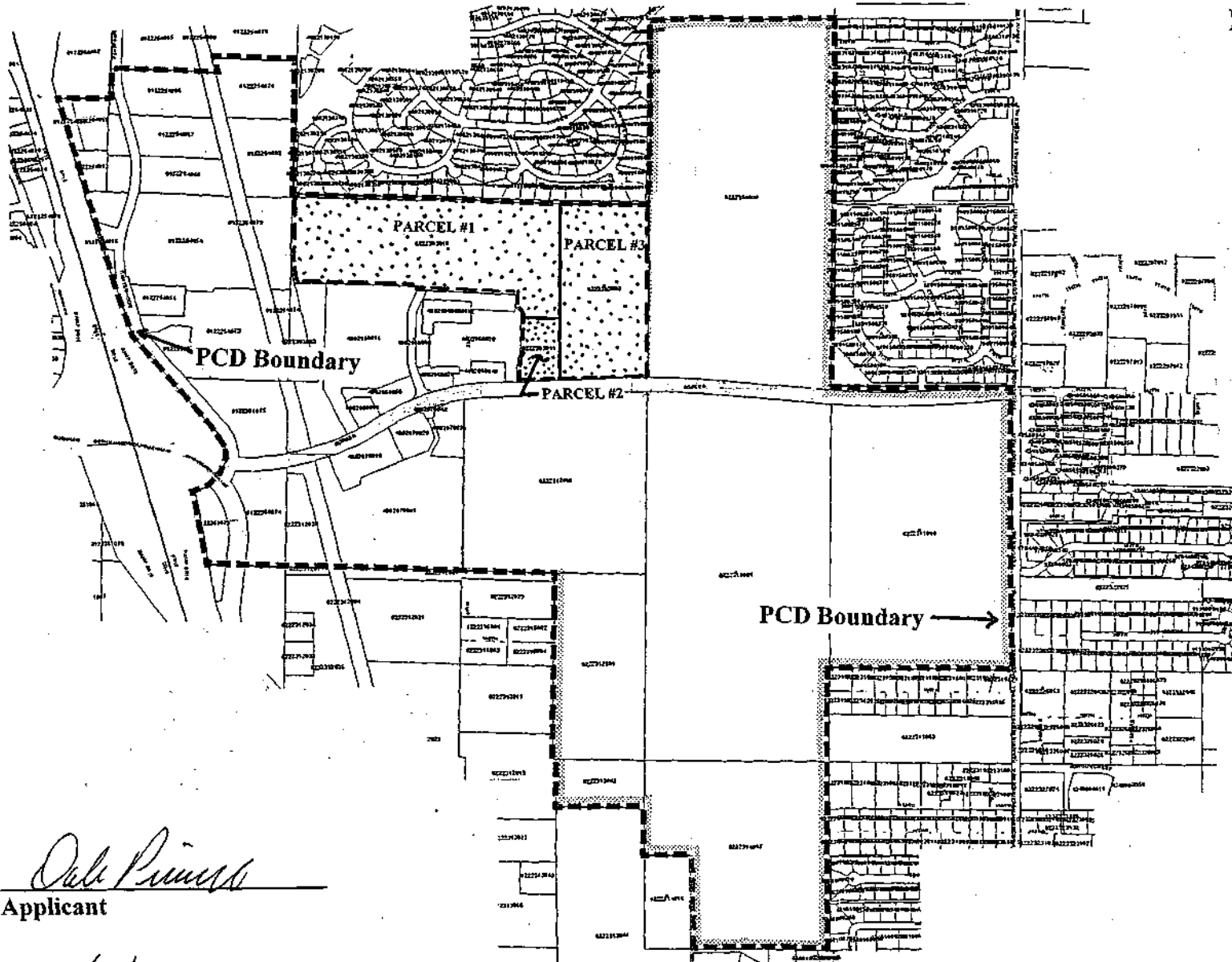
Gig Harbor, Washington

**DONAROU DESIGN GROUP ARCHITECTS, A.L.C.**  
1000 10TH AVENUE, SUITE 1000, SEASIDE, WASHINGTON 98148

PROPOSED ZONING

DATE: 4-28-01  
 JOB #: 2001-02  
 FILE CODE: 4-2-2001

EXHIBIT "B"



*Debi Pinner*  
Applicant

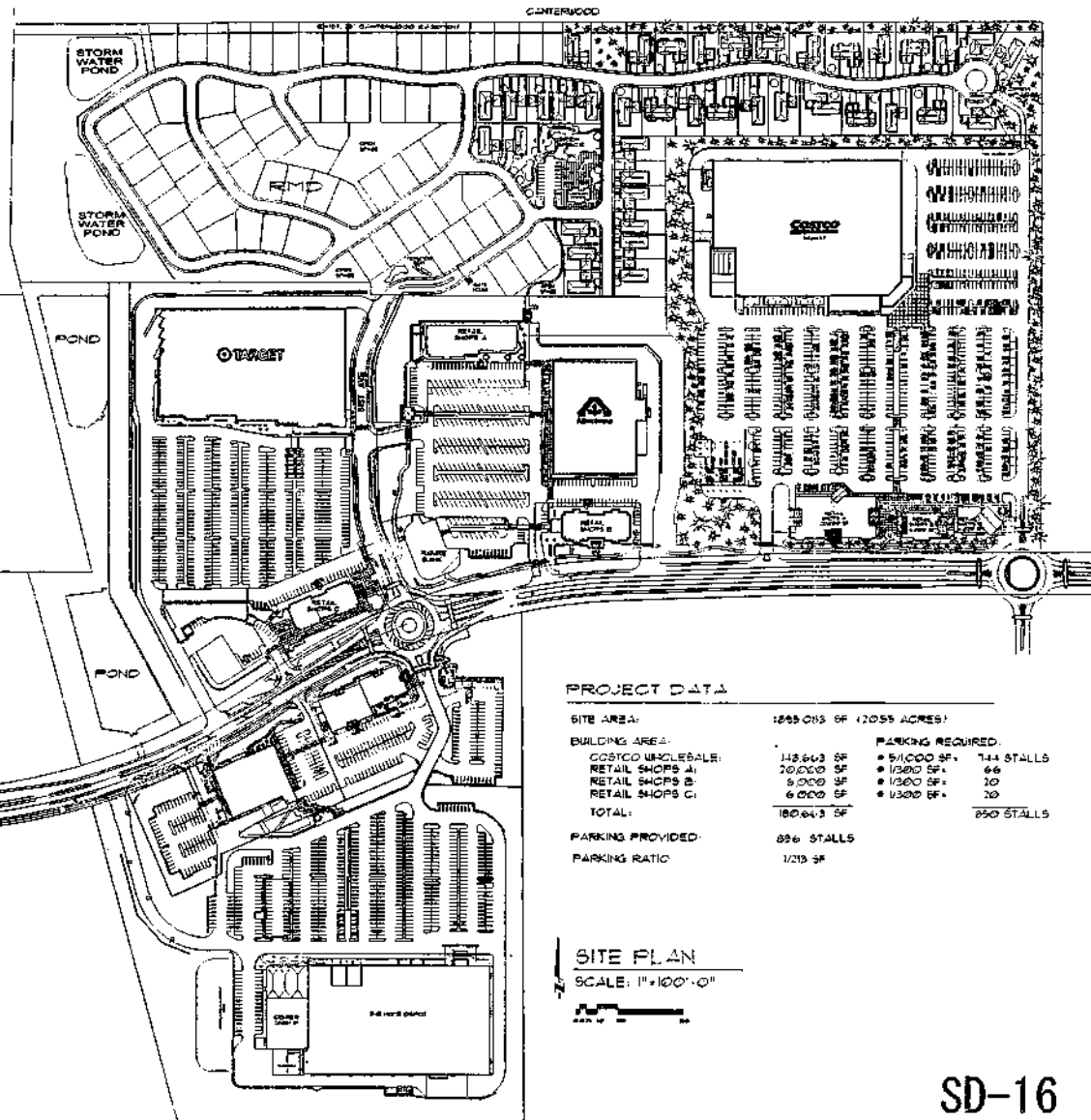
5/5/03  
Date

ASSESSOR MAP

# COSTCO WHOLESALE

Gig Harbor, Washington

DONAHOU DESIGN GROUP ARCHITECTS, L.L.C.  
 200 NORTH 10TH ST. SUITE 200 GIG HARBOR, WA 98250  
 PHONE: (360) 853-1100 FAX: (360) 853-1101



### PROJECT DATA

SITE AREA:	1265.015 SF (29.55 ACRES)		
BUILDING AREA:		PARKING REQUIRED:	
COSTCO WHOLESALE:	113,643 SF	• 51,000 SF:	144 STALLS
RETAIL SHOPS A:	20,000 SF	• 13200 SF:	66
RETAIL SHOPS B:	5,000 SF	• 13200 SF:	20
RETAIL SHOPS C:	6,000 SF	• 13200 SF:	20
TOTAL:	180,643 SF		290 STALLS
PARKING PROVIDED:	896 STALLS		
PARKING RATIO:	1/213 SF		

### SITE PLAN

SCALE: 1"=100'-0"



PRELIMINARY SITE PLAN

SD-16

DATE: 5-2-01  
 JOB #: 2001-C3  
 FILE NAME: SP-16.DWG



**Memorandum**

TO: Dale Pinney, FWDS  
FROM: Terry Gibson, GTC *TLG*  
DATE: May 5, 2003  
RE: Traffic Assessment Update for Gig Harbor Costco North Development

**Background:** As you are aware, Gibson Traffic Consultants (GTC) completed preliminary traffic analyses of a potential Gig Harbor Costco development on the north side of Borgen Blvd. (Feb. 27, 2002 and July 15, 2002 memorandums to Dale Pinney and David Skinner). These preliminary traffic studies assumed the Costco site would be located directly north of Target, with ingress provided via 51<sup>st</sup> Avenue (between Target and Albertson's) and ingress/egress provided via a new access intersection east of Albertson's. The latest site proposal for the "Costco North" development has the Costco store plus support retail stores (37,200 SF) located directly east of Albertson's and includes about 150 multi-family/retired town-homes north of Target, Albertson's and Costco buildings. Site access for the new proposal would be provided via a new single-lane roundabout (RAB) plus a right-only access on Borgen Blvd. to Costco/retail stores and via 51<sup>st</sup> Avenue/main entrance RAB to the new retired community homes. GTC is presently conducting a full traffic impact analysis (TIA) for the Costco North proposal, using March 2003 weekday PM and Saturday peak counts at all Borgen Blvd. intersections, to identify traffic impacts and clarify mitigation measures per SEPA requirements. This memorandum summarizes the preliminary conclusions of GTC's prior and ongoing traffic studies as to peak traffic flow conditions in the Borgen Blvd. corridor plus likely mitigation improvements needed at critical/RAB intersections to handle increase traffic generated by the Costco North proposal.

**Conclusions of Preliminary Traffic Studies:** Based on GTC's preliminary traffic studies completed in February and July 2002 and the ongoing TIA study for the Costco North development, the following conclusions can be made:

1. A separate access would be required to accommodate the additional traffic generated by the Costco North site. The current site plan shows a new north-south access road to be constructed along the east boundary to serve Costco and support retail shops plus a right-only access opposite the gas pumps.  
Note: Access to the retired community town-homes would be provided via 51<sup>st</sup> Avenue between Target and Albertson's stores.
2. Borgen Blvd. could accommodate daily and peak-hour traffic volumes for existing GHN and GHS retail stores plus the proposed Costco North proposal at an acceptable service level, with the following mitigation improvements:
  - a) Add second westbound travel lane from proposed/new Costco North access road west to just east of the SR-16 "oval" RAB.
  - b) Convert existing single-lane RAB at Target/Home Depot entrances to 2-lane RAB (re-striping only required).

- c) Provide additional RAB intersection where new N-S access road intersects Borgen Blvd. (single-lane RAB with Costco North).
3. Existing roundabout (RAB) intersections at SR-16 NB ramps, SR-16 SB ramps and Target/Home Depot could accommodate the increased traffic from the Costco North proposal with existing geometrics, except for conversion of the Target/Home Depot RAB to two-lanes (see Item 2b on prior page):
  4. Costco North development would primarily generate left-in and right-out trips from/to Borgen Blvd, while the Costco South development would have mostly left-out and right-in trips. Note: The "left-out" movement is most critical for LOS/delay at driveway intersections since conflicts with all other turning movements (left-in conflicts only with opposing through/right vehicles).
  5. Costco North would contribute about 50-60 % of trips arriving/departing to the west/SR-16 through the new access/RAB intersection on Borgen Blvd. while Costco South would contribute 80-90 % through the new RAB (since all left-exit vehicles would have to pass through the RAB). Thus, the overall peak traffic through the new RAB intersection would be much higher and peak LOS conditions worse for Costco South compared with the Costco North proposal.

**Trip Generation Update:** Using the ITE *Trip Generation Manual* (6<sup>th</sup> edition, 1997), GTC has estimated weekday daily (AWDT) and PM peak trips as well as Saturday peak trips to be generated by the Costco North. As shown on the attached spreadsheet summaries, the proposed Costco store with 143,460 SF and 6 gas pumps plus 37,200 SF of specialty retail store and 150 retired community town-homes would generate 8,855 new AWDT, 753 new PM peak trips and 968 new Saturday peak trips. Without the Costco North proposal, there would be 1,515 AWDT, 154 PM peak and 112 Saturday peak trips generated if the subject property were developed per existing zoning (business park and low/medium density residential). Thus, the total net site traffic to be added to the Borgen Blvd. corridor with the Costco North proposal is 7,340 AWDT, 599 PM peak and 856 Saturday peak trips.

**Summary of March 2003 Traffic Counts:** New weekday and Saturday peak turning movement counts were taken on March 13<sup>th</sup> (Thursday) and March 22<sup>nd</sup> (Saturday) at all Borgen Blvd. intersections to be analyzed in the ongoing TIA studies for Costco North and Costco South developments. Overall, the recent peak traffic counts confirmed that ITE manual estimates for GHN and GHS driveways were fairly accurate and within 10 % and in most cases ITE peak volume estimates were higher than actual counts. The March 2003 count data also confirmed that there are more existing local trips diverting to the Borgen Blvd. corridor than predicting by Parametrix in their traffic/EIS studies conducted in the late 1990's. Note: Eastbound and westbound through traffic on Borgen Blvd. was higher by 75-100 vph during the weekday PM peak period than estimated by Parametrix.

This memorandum has been prepared to provide an overview of conclusions and findings for GTC's preliminary traffic assessment for the Costco North proposal. GTC will be completing the full TLA study for the proposed mixed-use development prior to the May 27<sup>th</sup> public hearing with the City Council. If you have any questions, please call me at (253) 857-8840. Thanks.

Attachments (Trip Generation tables)

EXISTING ZONING

Trip Generation for: Weekday  
(a.k.a.): Average Weekday Daily Trips (AWDT)

LAND USES		VARIABLE		ITE LU code		NET EXTERNAL TRIPS BY TYPE																
						Gross Trips						Internal Crossover		IN BOTH DIRECTIONS				DIRECTIONAL ASSIGNMENTS				
						Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL	PASS-BY	DIVERTED LINK	NEW	PASS-BY	DIVERTED LINK	NEW				
						In+Out (Total)	% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In+Out (Total)	In	Out	In	Out	In	Out					
PCD-RLD	55.00	Units	210	9.57	50%	50%	526	0%	0	526	0%	0	0%	0	526	0	0	0	0	263	263	
PCD-RMD	48.00	Units	230	5.86	50%	50%	281	0%	0	281	0%	0	0%	0	281	0	0	0	0	141	140	
BP	2.50	Acres	770	149.79	50%	50%	374	5%	19	355	0%	0	0%	0	355	0	0	0	0	178	177	
PCD-RLD	20.00	Units	210	9.57	50%	50%	191	0%	0	191	0%	0	0%	0	191	0	0	0	0	96	95	
<b>Totals</b>							1374		19	1355		0		0	1355	0	0	0	0	678	677	

LAND USES		VARIABLE		ITE LU code		NET EXTERNAL TRIPS BY TYPE																
						Gross Trips						Internal Crossover		IN BOTH DIRECTIONS				DIRECTIONAL ASSIGNMENTS				
						Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL	PASS-BY	DIVERTED LINK	NEW	PASS-BY	DIVERTED LINK	NEW				
						In+Out (Total)	% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In+Out (Total)	In	Out	In	Out	In	Out					
PCD-RLD	55.00	Units	210	9.57	50%	50%	526	0%	0	526	0%	0	0%	0	526	0	0	0	0	263	263	
PCD-RMD	48.00	Units	230	5.86	50%	50%	281	0%	0	281	0%	0	0%	0	281	0	0	0	0	141	140	
BP	2.50	Acres	770	149.79	50%	50%	374	5%	19	355	0%	0	0%	0	355	0	0	0	0	178	177	
PCD-RMD	60.00	Units	230	5.86	50%	50%	352	0%	0	352	0%	0	0%	0	352	0	0	0	0	176	176	
<b>Totals</b>							1534		19	1515		0		0	1515	0	0	0	0	758	757	

Costco  
GTC #03-055

EXISTING ZONING

Trip Generation for: Weekday, Peak Hour of Adjacent Street Traffic, One Hour between 4 and 6 p.m.  
(a.k.a.): Weekday PM Peak Hour

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE					DIRECTIONAL ASSIGNMENTS						
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	IN BOTH DIRECTIONS		DIVERGED LINK			NEW			PASS-BY		DIVERGED LINK		NEW	
										TOTAL	PASS-BY	DIVERGED LINK	NEW	PASS-BY	DIVERGED LINK	NEW	In	Out	In	Out	In	Out	
																							In+Out (Total)
PCD-RLD	55.00	Units	210	1.01	64%	36%	56	0%	0	56	0%	0	0%	0	56	0	0	0	0	36	20		
PCD-RMD	48.00	Units	230	0.54	67%	33%	26	0%	0	26	0%	0	0%	0	26	0	0	0	0	17	9		
BP	2.50	Acres	770	16.84	20%	80%	42	5%	2	40	0%	0	0%	0	40	0	0	0	0	8	32		
PCD-RLD	20.00	Units	210	1.01	64%	36%	20	0%	0	20	0%	0	0%	0	20	0	0	0	0	13	7		
<b>Totals</b>							144		2	142		0		0	142	0	0	0	0	74	68		

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE					DIRECTIONAL ASSIGNMENTS						
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	IN BOTH DIRECTIONS		DIVERGED LINK			NEW			PASS-BY		DIVERGED LINK		NEW	
										TOTAL	PASS-BY	DIVERGED LINK	NEW	PASS-BY	DIVERGED LINK	NEW	In	Out	In	Out	In	Out	
																							In+Out (Total)
PCD-RLD	55.00	Units	210	1.01	64%	36%	56	0%	0	56	0%	0	0%	0	56	0	0	0	0	36	20		
PCD-RMD	48.00	Units	230	0.54	67%	33%	26	0%	0	26	0%	0	0%	0	26	0	0	0	0	17	9		
BP	2.50	Acres	770	16.84	20%	80%	42	5%	2	40	0%	0	0%	0	40	0	0	0	0	8	32		
PCD-RMD	60.00	Units	230	0.54	67%	33%	32	0%	0	32	0%	0	0%	0	32	0	0	0	0	21	11		
<b>Totals</b>							156		2	154		0		0	154	0	0	0	0	82	72		

EXISTING ZONING

Trip Generation for: Saturday, Peak Hour of Generator

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE					DIRECTIONAL ASSIGNMENTS					
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	IN BOTH DIRECTIONS		NEW			PASS-BY		DIVERTED LINK		NEW		
											% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In+Out (Total)	In	Out	In	Out	In	Out	
PCD-RLD	55.00	Units	210	0.94	54%	46%	52	0%	0	52	0%	0	0%	0	52	0	0	0	0	28	24	
PCD-RMD	48.00	Units	230	0.47	54%	46%	23	0%	0	23	0%	0	0%	0	23	0	0	0	0	12	11	
BP	2.50	Acres	770	3.67	50%	50%	9	5%	0	9	0%	0	0%	0	9	0	0	0	0	5	4	
PCD-RLD	20.00	Units	210	0.94	54%	46%	19	0%	0	19	0%	0	0%	0	19	0	0	0	0	10	9	
<b>Totals</b>							103		0	103		0		0	103	0	0	0	0	55	48	

LAND USES	VARIABLE		ITE LU code	Gross Trips						Internal Crossover		NET EXTERNAL TRIPS BY TYPE					DIRECTIONAL ASSIGNMENTS					
				Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	IN BOTH DIRECTIONS		NEW			PASS-BY		DIVERTED LINK		NEW		
											% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In+Out (Total)	In	Out	In	Out	In	Out	
PCD-RLD	55.00	Units	210	0.94	54%	46%	52	0%	0	52	0%	0	0%	0	52	0	0	0	0	28	24	
PCD-RMD	48.00	Units	230	0.47	54%	46%	23	0%	0	23	0%	0	0%	0	23	0	0	0	0	12	11	
BP	2.50	Acres	770	3.67	50%	50%	9	5%	0	9	0%	0	0%	0	9	0	0	0	0	5	4	
PCD-RMD	60.00	Units	230	0.47	54%	46%	28	0%	0	28	0%	0	0%	0	28	0	0	0	0	15	13	
<b>Totals</b>							112		0	112		0		0	112	0	0	0	0	60	52	

Costco North Proposal

Trip Generation for: Weekday  
(a.k.a.): Average Weekday Daily Trips (AWDT)

LAND USES	VARIABLE	ITE LU code	Gross Trips		Internal Crossover		NET EXTERNAL TRIPS BY TYPE													
							IN BOTH DIRECTIONS						DIRECTIONAL ASSIGNMENTS							
							TOTAL	PASS-BY		DIVERTED LINK <sup>3</sup>		NEW	PASS-BY		DIVERTED LINK		NEW			
In+Out (Total)	% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	% of Ext. Trips	In+Out (Total)	In	Out	In	Out	In	Out	In	Out						
Costco with Gas Pumps	143.46 K ft <sup>2</sup>		83.66 <sup>1</sup>	50%	50%	12002	5%	600	11402	20%	2280	15%	1710	7412	1140	1140	855	855	3706	3706
Retirement Community	150.00 Units	250	2.56 <sup>2</sup>	50%	50%	384	5%	19	365	0%	0	0%	0	365	0	0	0	0	183	182
Specialty Retail	37.20 K ft <sup>2</sup>	814	40.67	50%	50%	1513	5%	76	1437	25%	359	0%	0	1078	180	179	0	0	539	539
<b>Totals</b>						13899		695	13204		2639		1710	8855	1320	1319	855	855	4428	4427

<sup>1</sup> Used a ratio of ADT to PM Peak Hour from ITE LU 820 to determine ratio to be applied to Costco PM Peak Hour to find ADT Trip Rate.

<sup>2</sup> Used a ratio of PM Peak Hour to PM Peak Hour from ITE LU 210 to determine ratio to be applied to ITE LU 210 ADT to find ADT Trip Rate.

<sup>3</sup> Crossover Trip exchange between proposed Costco North and existing GHN/GHS retail stores.

Costco North Proposal

Trip Generation for: Weekday, Peak Hour of Adjacent Street Traffic, One Hour between 4 and 6 p.m.  
(a.k.a.): Weekday PM Peak Hour

LAND USES	VARIABLE	ITE LU code	NET EXTERNAL TRIPS BY TYPE																	
			Gross Trips						Internal Crossover		IN BOTH DIRECTIONS				DIRECTIONAL ASSIGNMENTS					
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	PASS-BY % of Ext. Trips	PASS-BY In+Out (Total)	DIVERTED LINK <sup>2</sup> % of Ext. Trips	DIVERTED LINK <sup>2</sup> In+Out (Total)	NEW In+Out (Total)	PASS-BY In Out		DIVERTED LINK In Out		NEW In Out	
Costco with Gas Pumps	143.46 K ft <sup>2</sup>		7.29 <sup>1</sup>	48%	52%	1046	5%	52	994	20%	199	15%	149	646	96	103	72	77	310	336
Retirement Community	150.00 K ft <sup>2</sup>	250	0.27	56%	44%	41	5%	2	39	0%	0	0%	0	39	0	0	0	0	22	17
Specialty Retail	37.20 K ft <sup>2</sup>	814	2.59	43%	57%	96	5%	5	91	25%	23	0%	0	68	10	13	0	0	29	39
<b>Totals</b>						1183		59	1124		222		149	753	106	116	72	77	361	392

<sup>1</sup> Used findings from a study performed on Costcos with Gas pumps to determine the PM Peak Hour Trip Rate.

<sup>2</sup> Crossover Trip exchange between proposed Costco North and existing GHN/GHS retail stores.



Costco North Proposal

Trip Generation for: Saturday, Peak Hour of Generator

LAND USES	VARIABLE	ITE LU code	NET EXTERNAL TRIPS BY TYPE																	
			Gross Trips				Internal Crossover		IN BOTH DIRECTIONS				DIRECTIONAL ASSIGNMENTS							
			Trip Rate	% IN	% OUT	In+Out (Total)	% of Gross Trips	Trips In+Out (Total)	TOTAL In+Out (Total)	PASS-BY % of Ext. Trips	PASS-BY In+Out (Total)	DIVERTED LINK <sup>3</sup> % of Ext. Trips	DIVERTED LINK <sup>3</sup> In+Out (Total)	NEW In+Out (Total)	PASS-BY In	PASS-BY Out	DIVERTED LINK In	DIVERTED LINK Out	NEW In	NEW Out
Costco with Gas Pumps	143.46 K ft <sup>2</sup>		9.69 <sup>1</sup>	48%	52%	1390	5%	70	1320	20%	264	15%	198	858	127	137	95	103	412	446
Retirement Community	150.00 K ft <sup>2</sup>	250	0.27	50%	50%	41	5%	2	39	0%	0	0%	0	39	0	0	0	0	20	19
Specialty Retail	37.20 K ft <sup>2</sup>	814	2.68 <sup>2</sup>	43%	57%	100	5%	5	95	25%	24	0%	0	71	10	14	0	0	31	40
<b>Totals</b>						1531		77	1454		288		198	968	137	151	95	103	463	505

<sup>1</sup> Used a ratio of Saturday to PM Peak Hour from ITE LU 820 to determine ratio to be applied to Costco PM Peak Hour to find Saturday Peak Hour Trip Rate.

<sup>2</sup> Used a ratio of Saturday ADT to Weekday ADT determine ratio to be applied to the PM Peak Hour to find the Saturday Peak Hour Trip Rate.

<sup>3</sup> Crossover Trip exchange between proposed Costco North and existing GHN/GHS retail stores.



May 7, 2003

Gig Harbor Planning Commission  
3510 Grandview  
Gig Harbor, WA 98335

Re: Comprehensive Plan Amendment for Gig Harbor North Area

**Planning Commission Members:**

As you are aware, City Staff has previously recommended approval of a Comprehensive Plan amendment that would increase the commercial lands allocation in the Planned Community Development (PCD) District and Gig Harbor North annexation area (GHN) from 10% to 18%. During your own hearings we heard, among other concerns, that if the amount of commercial land was to be increased, it should be done so with locational criteria.

We are providing you with a suggested location for additional commercial area that:

- Minimizes changes to the land plan for the Gig Harbor North annexation area
- Minimizes impacts to existing residential subdivisions
- Minimizes increases to traffic and other SEPA related issues

**I. Location for Additional Commercial Area**

We suggest that the Planning Commission consider the Proposed PCD Land Use Map including additional commercial area, as shown on the attached Exhibit E. This location would be consistent with the planning principles articulated at the time of the GHN annexation and, more recently, during the hearings on these Comprehensive Plan amendments.

**II. Land Planning Justification**

Throughout the Comprehensive Plan amendment process, significant testimony was offered to the effect that additional commercial lands in the GHN area were desirable if they could be implemented properly. (For example, see the Will



— Olympic Property Group —  
19245 Tenth Avenue Northeast, Poulsbo, WA 98370-7456  
(360) 697-6626 • Seattle: (206) 292-0517 • Fax: (360) 697-1156



Schenk and Len McAdams letters, Exhibits B and C.) Many expressed a concern that the City adhere to the original planning principles that governed the creation of the PCD. These principles are set forth below.

A. Cluster Non-Residential Uses.

Through zoning, the PCD/GHN annexation clustered more intense non-residential uses together. As a result, the Business Park (BP), Commercial (C), and Mixed Use Development (MUD) overlay zones were clustered in a compact planning area rather than dispersed throughout the annexation area. (See the current land use map in Exhibit A.) If additional commercial use is authorized for the PCD/GHN area, its location should respect this principle. Such clustering also assures that no residential lands will be converted to commercial uses.

Conversion of Business Park land to Commercial makes sense for several reasons. There are similar drainage, traffic and other environmental impacts generated by Business Park and Commercial uses. Also, our studies have shown that there is a deficit in the amount of commercial land available to serve the growth anticipated for Gig Harbor and a surplus of employment land.

The location described above would maintain the clustering of commercial uses while limiting it to lands already zoned Commercial or Business Park.

B. Buffer Established Residential Development.

A primary principle in the GHN annexation was the creation of a buffer between *existing* residential development and more intense uses. Non-residential zoning was not authorized next to established residential areas. The maintenance of this residential buffer has been requested repeatedly in recent public testimony on the Comprehensive Plan amendments. (See Exhibits A and B.)

The location described above would keep commercial uses *away from* established neighborhoods.

Gig Harbor Planning Commission  
May 7, 2003  
Page 3

C. Protect SR-16 Interchange "Gateway".

The land uses directly adjacent to the SR-16 interchange were designed to implement the City's policy of designating and protecting "visually sensitive areas." (Gig Harbor Comprehensive Plan, pages 21, 22.) These areas include the three SR-16 interchanges that are depicted on the City's "Visually Sensitive Areas" Map. (See Exhibit D.) Planning for the GHN annexation intended to eliminate the possibility that *convenience stores and gas stations* would be immediately visible from this important gateway to the City.

The location described above would keep commercial uses *completely outside* of this visually sensitive area.

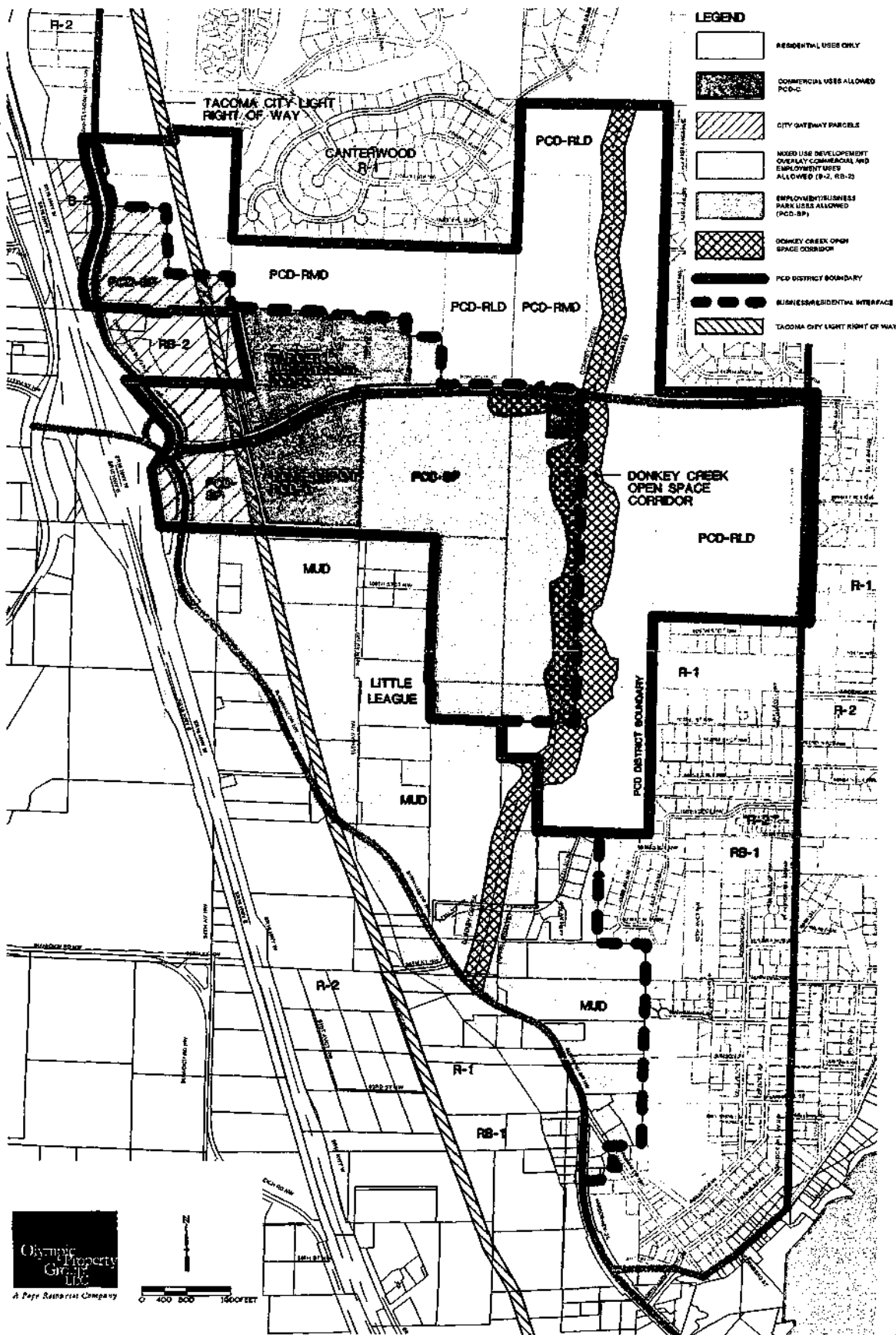
In summary, we believe that if the Planning Commission was inclined to allow additional commercial areas within the PCD Land Use Map; it should consider the map shown in Exhibit E, as the location that would have the smallest deviation from existing zoning coupled with the least environmental impact.









Very truly yours,



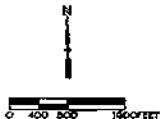
Jon Rose  
President  
Olympic Property Group

cc: Mark Hoppen  
John P. Vodopich  
Carol A. Morris



- LEGEND**
-  RESIDENTIAL USES ONLY
  -  COMMERCIAL USES ALLOWED (PCD-C)
  -  CITY GATEWAY PARCELS
  -  MIXED USE DEVELOPMENT OVERLAY COMMERCIAL AND EMPLOYMENT USES ALLOWED (P-2, RB-2)
  -  EMPLOYMENT/BUSINESS PARK USES ALLOWED (PCD-BP)
  -  DONKEY CREEK OPEN SPACE CORRIDOR
  -  PCD DISTRICT BOUNDARY
  -  BUSINESS/RESIDENTIAL INTERFACE
  -  TACOMA CITY LIGHT RIGHT OF WAY

Olympic Property Group LLC  
A Page Residential Company





read  
2/6/03  
e.p.c.  
Public Hearing

TO: Gig Harbor Planning Commission  
John Vodopich, Director, GH Planning Department

FROM: William Schenck, President, Canterwood HOA *WS*

DATE: February 6<sup>th</sup>, 2003

SUBJECT: Comprehensive Plan Amendments CP02-01/CP02-02

---

My name is William Schenck and I reside at 4511 126<sup>th</sup> ST CT NW in Canterwood. I am also the President of the Canterwood Homeowners Association, a 550-home planned community adjacent to the Gig Harbor North PCD area.

My brief comments this evening are provided both as an individual resident of greater Gig Harbor, and in my official capacity as a member, and current President, of the Board of Directors of the Canterwood Homeowners Association.

First, as an individual, I am a relatively new resident of the area, having moved, most recently, from Northern California to Gig Harbor in late '90s. My family and I were attracted to the area by the quaint harbor, the forested privacy, several specific people we met during our initial visits to the area, it's proximity to my job in Tacoma and the reputation of the community for quality schools, neighborhoods, and amenities.

We have watched our immediate community, Canterwood, and the greater Gig Harbor community, including Gig Harbor North, grow around us significantly in the past several years and generally we are proud of the way in which this planned development has evolved, preserved, and even enhanced, our local neighborhood. As the City, it's planners and elected officials consider the proposals at hand, we ask that the same or perhaps even greater care be given to the limited resource of developable land remaining in this PCD. That we not spoil what has been a successful retail expansion in Gig Harbor North to date and that we study and balance the potential impacts of an increase in commercial zoning in this area with the benefits that will be provided back to the greater Gig Harbor community.

And now, more specifically, in my capacity as the President of the Canterwood Homeowners Association, I'd like share a few thoughts regarding the comprehensive plan amendments before the Commission tonight:

- First, given the stated and previously discussed purposes for these amendments (i.e. location of a Costco store within the Gig Harbor city limits), any amendment should be as specific and limiting as possible as to the application of the increase in commercial density to the area and not allow for mis-use or unintended use of commercial expansion (i.e. we don't need a K-Mart, Safeway or Lowes in the area).
- Second, significant additional study of the key impacts of expanded commercial development (i.e. traffic, light and noise pollution, utilities, and residential capacity displacement) should be mandated and require input from all potentially impacted entities, which would include our adjacent community.
- Third, any specific sites to be considered for commercial use should not reduce residential capacity of the area nor destroy the transitional zoning intent of the original PCD (i.e. no commercial/retail adjacent to low-density residential).
- And, finally, we ask that the Commission, the City Planners and elected officials continue their measured and thoughtful approach to fulfilling the long-term vision of this community where we preserve the unique nature of Gig Harbor, while allowing and encouraging development that will bring additional amenities and open space to our neighborhood.

Based on a recent survey we conducted on this subject, I can also say that the grand majority of the residents of Canterwood shop at Costco and would like a Costco on this side of the bridge (closer than Silverdale), and also that the majority of this diverse community would support a Costco south of Borgen Blvd, if sufficient traffic mitigation measures were required.

I thank the Commission for this opportunity to offer these comments and wish you the best in your important deliberations.

*4026 Canterwood Drive NW, Suite A, Gig Harbor, WA 98332*  
*Website: [www.canterwood.org](http://www.canterwood.org)*  
*(253) 851-6158 (253) 851-1685-Fax*

recd  
2/6/03  
@ P.C.  
Rubble Heeg

Thursday, February 06, 2003

To: Gig Harbor Planning Commission



From: Len McAdams

Subject: Land Use Proposals: SHDP and Olympic Properties

I am Len McAdams and I live at 4310 Foxglove Dr NW in Canterwood. I have some brief comments.

The residents of Canterwood would like to see the much talked about major commercial entity locate in the Gig Harbor area to reduce their trips across the bridge. More than 75% of our residents polled have so expressed themselves. Also we are sure that locating such a facility in Gig Harbor North would be of substantial financial benefit to the City of Gig Harbor.

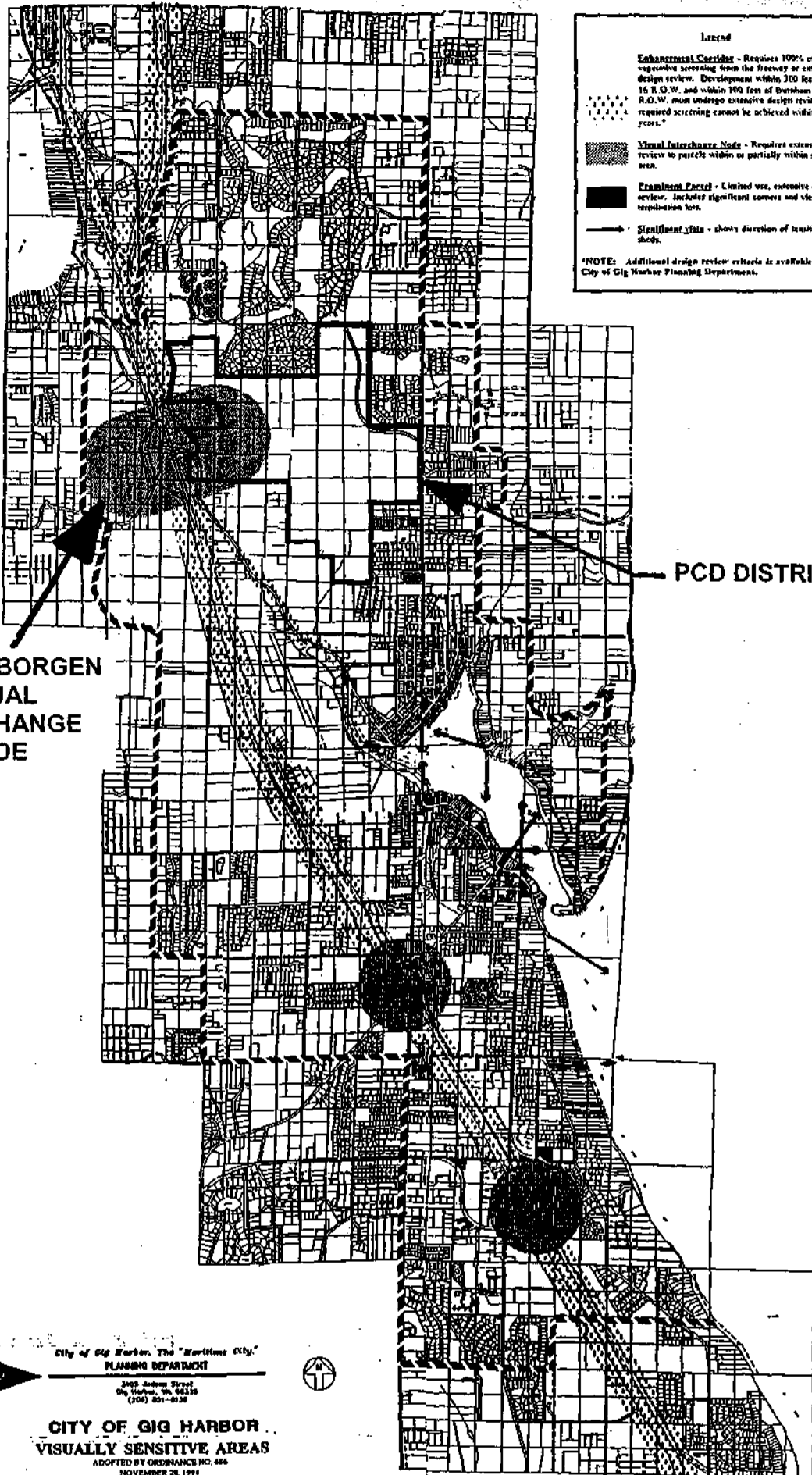
We would strongly recommend that if a rezoning were granted that allows such an entity to come to Gig Harbor North, its location be that proposed by Olympic Properties. This approach has these major advantages:

- 1) It does not disturb the planned residential buffer between Albertson's and Target and our quality residential development.
- 2) It will allow Olympic Properties to begin their very positive planned development which includes a much desired YMCA and other needed amenities.

In any case, we believe that the City should insist that after rezoning the necessary facilities to effectively handle the increased traffic are provided.

Thank you for considering these remarks.





HWY 16 / BORGEN  
VISUAL  
INTERCHANGE  
NODE

PCD DISTRICT

**Legend**

**Enhancement Corridor** - Requires 100% on-site responsive screening from the freeway or connecting design review. Development within 300 feet of SR-16 R.O.W. and within 100 feet of Borgen Drive R.O.W. must undergo extensive design review if required screening cannot be achieved within 3 years.

**Visual Interchange Node** - Requires extensive design review to parcels within or partially within shaded area.

**Prominent Parcel** - Limited use, extensive design review. Includes significant corners and view revelation lots.

**Significant Vista** - Shows direction of sensitive view sheds.

**NOTE:** Additional design review criteria is available at the City of Gig Harbor Planning Department.



City of Gig Harbor, The "Maritime City,"  
PLANNING DEPARTMENT

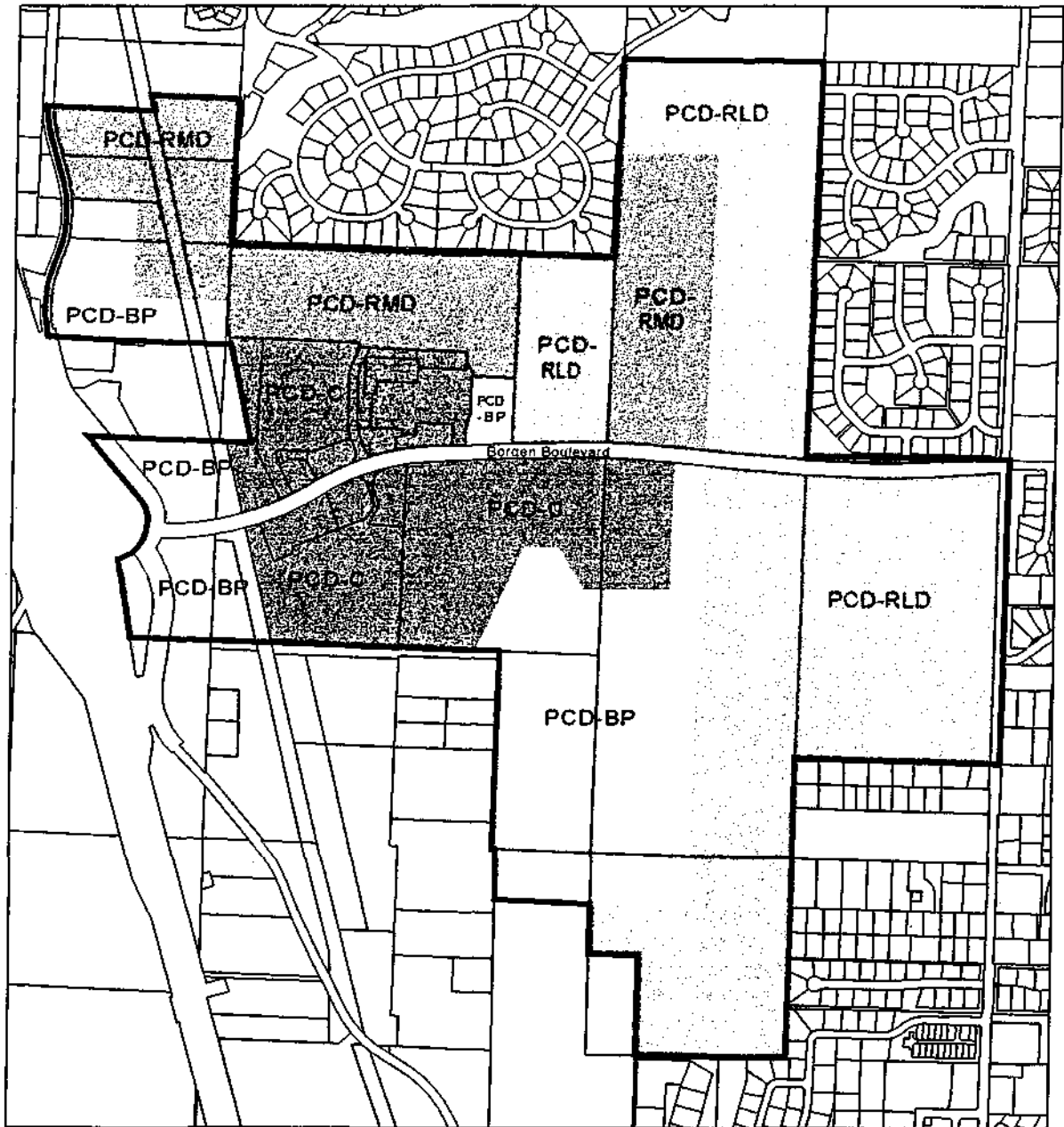
2402 Solway Street  
Gig Harbor, WA 98226  
(206) 801-8130

**CITY OF GIG HARBOR**  
**VISUALLY SENSITIVE AREAS**  
ADOPTED BY ORDINANCE NO. 466  
NOVEMBER 28, 1994



Exhibit D

Proposed Planned Community Development (PCD) Land Use Map  
Olympic Property Group  
May 2003



HUITZ-QUARS

Exhibit E



*Gary Glein*

3510 GRANDVIEW STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: GARY GLEIN, AD-HOC COMMITTEE MEMBER**  
**SUBJECT: SKANSIE BROTHERS PARK, SUMMARY OF AD HOC COMMITTEE CONCLUSIONS**  
**DATE: MAY 20, 2003**

#### **INTRODUCTION/BACKGROUND**

The Skansie Brothers Park Ad Hoc Committee held two public hearings to gather public input, then met three additional times to discuss the ideas gathered and to prepare a report to Council. A Mission Statement and Goals and Strategies were developed and are attached for your review.

Below is a summary of the recommended uses for the property.

- **Preserve Historic aspects of site**
  - Fishing & Maritime Heritage
  - Preservationist review and inventory of items
  - Primary focus on:
    - Net Shed -living heritage exhibit
    - Skansie Home -museum and "compatible" other uses
- **Preserve View Corridors and public access to water**
  - Leave the north gassy area open without structures except benches & trails
  - Provide and enhance public access to beach
- **Allow low impact public use for Gig Harbor Citizens**
  - Provide covered open structure - focus for community gatherings & events
  - Encourage educational uses of site
  - Invite fisherman to use site for net mending and other uses
- **Encourage Establishment of a Portal between water and land activities**
  - Consider establishment of a short term use pier (South end of site)

Connection to the Water

- Provide opportunities for the public to connect with the water through the Skansie Brothers Park
- Construct a short-time use, Maritime Pier, with vehicular access located on south side of property to include public education opportunities
- Explore beach enhancement and access for educational purposes

## SKANSIE BROTHERS PARK MISSION STATEMENT

*The mission of the Skansie Brothers Park is to preserve and secure an authentic historic site, including structures and landscape, which depicts the heritage of fishing families in Gig Harbor and promotes living history activities. The park will allow and encourage community use, strengthen a connection to the bay through access and view, provide educational opportunities, and other appropriate activities while carefully protecting the historical and environmentally sensitive aspects of the site for future generations. Re-establish the site as a portal between the water and the land.*

### GOALS & STRATEGIES

#### Preserve the Site's Integrity

Designate a preservation and planning team to work with city staff to inventory, evaluate and recommend a plan for the entire property. The team should include as a minimum, contracted preservationist(s), community members, fishermen, and the historical society (reference letter 4/16/03). The scope of work should include the buildings, contents of buildings, and natural aspects of the property. No dogs allowed.

#### Interpretation

- Use the netshed and grid as a living heritage exhibit as well as other appropriate uses.
- Use the house as a possible museum as well as other uses compatible with historical preservation
- Consider a covered, open structure for community gatherings, events, and celebrations (possible adaptive re-use of the garage)

#### Community Ownership

- No permanent new structures that detract from the view or the historical aspect
- Keep water access as a focus
- Provide opportunities for local service organizations to help with the preservation and development of the site
- Provide local groups and organizations access to the site for low-impact events, activities and education programs
- Invite fisherman to use the site for net mending and other work in the netshed and other appropriate community uses
- Address security issues

**COMMUNITY RESOURCES:**

Gig Harbor Historical Society & Museum

Help with historical inventory, collection plan, and policy

Gig Harbor Rotary Clubs

Design and build compatible Open Pavilion for community events

Gig Harbor Maritime Pier Committee

Design assistance for a maritime pier

**CONTINUING INVOLVEMENT:**

Many Ad Hoc committee members have interest in continuing assistance to the city with park development.



COMMUNITY DEVELOPMENT DEPARTMENT  
3510 GRANDVIEW STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: 2003 NPDES PERMIT WATER QUALITY STUDIES**  
**- CONSULTANT SERVICES CONTRACT - COSMOPOLITAN ENGR.**  
**DATE: MAY 27, 2003**

### **INTRODUCTION/BACKGROUND**

Consultant services are needed to satisfy the water quality monitoring requirements anticipated to be included in the new Department of Ecology (DOE) NPDES being finalized by the Department of Ecology. The goal of the ambient water quality monitoring program is to provide data that can be used to assess long-term water quality trends in Gig Harbor due to the City's effluent discharge. The sampling program will continue previous monitoring programs designed around critical conditions of algae blooms, and includes additional sampling requirements. Specifically, the additional requirements are:

- Weekly sampling will continue to the end of September as opposed to mid September.
- Dissolved Oxygen has been added to the list of items to be sampled.
- Metals sampling has been deleted.
- Three sampling events instead of two under the old permit.
- Phytoplankton speciation has been added to the list of analyses for the three sample stations.
- A continuous dissolved oxygen datalogger will be deployed for gathering and sampling data for two weeks in August and September.

In addition to the above scope of work, a sampling and analysis plan (SAP) will be prepared by the Consultant and submitted to the DOE for review by June 15, 2003 and a final water quality report shall also be prepared and submitted to the Department of Ecology by the end of February 2004.

Cosmopolitan Engineering Group was selected based on their previous work for the city, familiarity and recognized expertise with the special water sampling and testing requirements, and working relationships with Department of Ecology staff.

The Consultant Services Contract is the standard city form approved by the City Attorney.

**FISCAL CONSIDERATIONS**

Objective No. 8 of the 2003 Sewer Operating budget allocated \$20,000 for this annual monitoring program. However, the additional Department of Ecology water quality and sampling requirements could not have been known or foreseeable at the time of the adoption of the 2003 budget. Sufficient funds are available within the 2003 Sewer Operating Fund for this service.

**RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Cosmopolitan Engineering Group for the 2003 NPDES Permit Water Quality Studies, in an amount not to exceed thirty four thousand eight hundred dollars and no cents (\$34,800.00).



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 117 South Eighth Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the water quality sampling, monitoring and report preparation for the NPDES Permit Water Quality Studies and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 20, 2003 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 Cost**, 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**

**I. Description of Work**

The Consultant shall perform all work as described in **Exhibit A**.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed thirty four thousand eight hundred dollars and zero cents (\$34,800.00) for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII 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.

### III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

### IV. 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 31, 2004; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work and Cost referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' 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. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and volunteers, the Consultant's liability 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 INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.**

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

### VIII. 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, sub-consultants or sub-contractors.

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. All policies and coverage's shall be on a claims made basis.

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.

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.

### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

### **XI. 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.

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

### **XIII. 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 sub-consultants 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.

### **XIV. 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.

### **XV. Resolution of Disputes and Governing Law**

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 and the City shall determine the term or provision's true intent or meaning. The City Engineer 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.

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's 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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT  
Bill Fox, P.E., Principal  
Cosmopolitan Engineering Group  
117 South Eighth Street  
Tacoma, Washington 98402  
(253) 272-7220

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

### **XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

### **XVIII. Modification**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

### **XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CONSULTANT

CITY OF GIG HARBOR

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

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Bill Fox, P.E., Principal  
Cosmopolitan Engineering Group  
117 South Eighth Street  
Tacoma, Washington 98402  
(253) 272-7220

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

APPROVED AS TO FORM:

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City Attorney

ATTEST:

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City Clerk



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ 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 \_\_\_\_\_ Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF PIERCE                    )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## **EXHIBIT A – SCOPE OF WORK AND COST**

### **RECEIVING WATER QUALITY MONITORING PROGRAM**

#### **Goal**

This scope of work is intended to satisfy the water quality monitoring requirements anticipated to be included in the new NPDES permit being drafted by the Department of Ecology. The goal of the ambient water quality monitoring program is to provide data that can be used to assess long-term water quality trends in Gig Harbor due to the City's discharge. The sampling program will continue previous monitoring programs designed around critical conditions of phytoplankton algae blooms, and includes additional sampling requirements oriented to diurnal cycling of dissolved oxygen.

#### **Sampling and Analysis Plan**

Cosmopolitan shall prepare a sampling and analysis plan (SAP) for submittal to the Department of Ecology. The SAP shall be prepared according to Ecology guidelines and shall be submitted by June 15, 2003.

#### **Weekly Monitoring**

The City shall conduct weekly ambient water quality monitoring between August 1 and September 30. The City may monitor from a dock or other fixed structure that extends into the harbor within 1,000 feet from the outfall. Parameters measured weekly shall include temperature, dissolved oxygen, pH, and Secchi disk. Temperature, pH and dissolved oxygen shall be measured 1 ft below the water surface and 3 ft above the bottom. Monitoring shall be conducted between 2 p.m. and 3 p.m. each day. Cosmopolitan shall assist the City in planning and mobilizing for this sampling program.

#### **Monthly Monitoring**

Schedule. Cosmopolitan shall conduct three comprehensive water quality sampling events in 2003, one each in August, September and October. Monitoring for the August and September events shall be conducted as close to critical conditions as reasonably possible. The weekly monitoring described above shall be used to identify the critical conditions, which are defined as phytoplankton blooms, and indicated by elevated surface temperature, pH, dissolved oxygen saturation, and reduced water clarity (*i.e.* reduced Secchi disk readings). The monthly ambient sampling shall be conducted between noon and 3 p.m. each event. The October sampling shall be conducted during the final week in October.

Sampling Stations. Sampling shall be conducted at the same five monitoring stations as in previous NPDES permits:

1. Colvos Passage
2. Near Jerisich Dock
3. Near the Outfall
4. Crescent Creek
5. WWTP

## **EXHIBIT A – SCOPE OF WORK AND COST**

### Sampling Requirements.

Stations 1 through 3 shall be sampled in each event for the field and laboratory analytes specified in Section S12.C.1 of the current NPDES permit, excluding metals and phaeopigments. In addition, the surface sample for Station 3 shall be analyzed for phytoplankton species composition in the August and September events. Conductivity, temperature and depth profiles will be obtained with a Sea-Bird Model SBE-19 Seacat Profiler. Stations 4 and 5 shall be sampled for the analytes specified in Section S12.C.2. PSEP protocol shall be followed in the collection and handling of water samples. The same analytical laboratories from 1997-2002 are anticipated to be used again in 2003.

### **Continuous Dissolved Oxygen Monitoring**

Cosmopolitan shall conduct continuous dissolved oxygen monitoring of near-bottom water at or near the same station visited in the weekly monitoring. Monitoring shall be conducted twice annually, in August and September. The measuring instrument shall be a Seabird SBE-16DO, Hydrolab, or equal approved by Ecology. The continuous monitoring station shall be mounted three feet above the bottom. Measurement frequency shall be a maximum of 30 minutes. The monitoring instrument shall be deployed for a minimum of two weeks each deployment, and shall include the dates of the monthly monitoring described above. Twice-weekly grab samples shall be collected at the same station and depth during the deployment and analyzed using the modified Winkler method described in the Puget Sound Protocols. Grab sample times shall include both early afternoon and early morning. This data shall be used for calibration of the instrument and to check for instrument drift.

### **Reporting**

The results of all field studies will be prepared for submittal to Ecology as specified in the permit. The weekly monitoring data furnished by the City shall be presented as a series of temperature profiles. A narrative section will summarize the temperature and pH trends and justify the identified critical condition for the water quality sampling.

The 2003 water quality sampling results for conventional parameters shall be presented in the same table format as the 1997-2002 results. Figures showing the 2003 results in a timeline with past data shall also be presented.

Two copies of the report shall be submitted to Ecology by February 15, 2004. Two additional copies shall be submitted to the City of Gig Harbor for their records.

### **COST**

Compensation shall be on a lump sum basis per task as identified below.

<b>Task</b>	<b>Cost</b>
Sampling and Analysis Plan	\$2,200
3 Monthly Sampling Events	15,700
2 Continuous DO Deployments	13,400
Draft and Final Report	3,500
<b>Total</b>	<b>\$34,800</b>



"THE MARITIME CITY"

POLICE DEPARTMENT  
3510 GRANDVIEW STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236 • [WWW.CITYOFGIGHARBOR.NET](http://WWW.CITYOFGIGHARBOR.NET)

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE** *MB*  
**SUBJECT: APRIL INFORMATION FROM PD**  
**DATE: MAY 9, 2003**

The April activity statistics are attached for your review.

Our two Reserve Officers volunteered 70 hours in April. This was split between patrol and training time. Both Reserves assisted with perimeter security during the investigation at the Brame shooting scene as well.

The bike unit was used for 10 hours of patrol time in April.

The Marine Services Unit had 11 hours of service in April. This was primarily for training and preparing the boat. The boat will be put in service for the boating season shortly before Memorial Day weekend.



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## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

April 2003

	<u>Apr</u> <u>2003</u>	<u>YTD</u> <u>2003</u>	<u>YTD</u> <u>2002</u>	<u>% chg</u>
CALLS FOR SERVICE	434	1839	1903	- 3%
SECONDARY OFFICER ASSIST	49	259	302	-14%
CRIMINAL TRAFFIC	10	39	46	-15%
TRAFFIC INFRACTIONS	74	283	280	1%
DUI ARRESTS	4	16	19	-16%
FELONY ARRESTS	12	36	37	- 3%
WARRANT ARRESTS	6	16	27	- 41%
MISDEMEANOR ARRESTS	23	86	75	15%
CASE REPORTS	94	407	431	- 6%
REPORTABLE VEHICLE ACCIDENTS	16	56	65	-14%



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COMMUNITY DEVELOPMENT DEPARTMENT  
3510 GRANDVIEW STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: HARBORVIEW DRIVE STREET END VIEW POINT STAFF REPORT**  
**DATE: MAY 27, 2003**

### **STAFF REPORT**

The design and construction of a viewpoint at the end of Harborview Drive is identified in the 2003 Parks Budget. Objective No. 2 states "Gain council approval for design of the Harborview Drive Street End Viewpoint and make improvements as possible." This objective is to be completed by December 2003 and \$25,000 was allocated to complete this work. Residents from Harborview Drive met in December 2002 to discuss future plans for the viewpoint. The City took comments from the meeting and incorporated them into a draft plan showing angled parking with a turnaround, signs ("Local Access Only" and "Resident Parking Only Beyond This Point"), and a 12' x 100' viewing area with turnaround at the street end. This was presented at the City Council Parks Committee meeting on March 25, 2003.

The draft viewpoint plan was reviewed by the Harborview Drive residents in April 2003 with the following comments:

- Adequate signage (hours and parking)
- Reduce the size of the pedestrian area to 50 feet
- Move the turnaround to inside the fenced area
- Remove the last 100 feet of sidewalk or drop the sidewalk down to street elevation to provide more area for turnaround and load/unload.

The plan was then revised to reflect these comments.

### **RECOMMENDATION**

Council approval of the design as presented is requested.

HARBORVIEW DRIVE STREET END  
PARK

CABLE  
GUARDRAIL  
SYSTEM

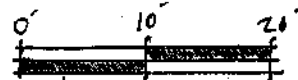
BRICK  
PLANTER W/  
EDGE AS BENCH

G.H. NORTH  
TYPE  
PICNIC  
TABLES

VEHICLE TURN AROUND  
AREA

LOADING ZONE  
+  
DISABLED PARKING

3' RADIUS  
ABOVE GROUND  
PLANTERS



5/2/2003  
Rob White