

# **Gig Harbor City Council Meeting**

**November 13, 2006  
6:30 p.m.**



**AMENDED AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
November 13, 2006 – 6:30 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**EXECUTIVE SESSION:** For the purpose of discussing labor negotiations per RCW 42.30.140(4)(b).

**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 October 23, and Special City Council Meeting of October 30, 2006.
2. Correspondence / Proclamations: 1) Letter from DBWRA 2) Declaration of Emergency.
3. Resolution No. 690 – Wheeler Avenue Street Vacation – Barta.
4. Resolution No. 691– Rust Street Vacation – Beck.
5. Holiday Treelighting Contract Authorization.
6. Sanitary Sewer Facilities Easement and Maintenance Agreement – Harbor Crossing - Little Boat North Inc.
7. Stormwater Facilities Maintenance Agreement and Restrictive Covenant – Olympic Mixed Use Development – Olympic Drive Land LLC.
8. Stormwater Facilities Maintenance Agreement and Restrictive Covenant – Wilhelmson Short Plat – R-Anderson LLC.
9. Purchase Authorization – Dissolved Oxygen Analyzer.
10. Liquor License Application: Hot Iron Grill
11. Approval of Payment of Bills for November 13, 2006:  
Checks #51861 through #52027 in the amount of \$377,442.99.
12. Approval of Payroll for the month of October:  
Checks #4458 through #4488 and direct deposit entries in the amount of \$262,561.64.

**OLD BUSINESS:**

1. Second Reading of Ordinance - 2006 Property Tax Levy.
2. Second Reading of Ordinance – Relating to Annexation and Zoning – McCormick Ridge LLC (ANX 04-04).
3. Second Reading of Ordinance – Changing the Meeting Time of the Regular City Council Meetings.

**NEW BUSINESS:**

1. Public Hearing - Resolution for Harbor Hill Development Application (postponed from last meeting.)
2. Public Hearing and Resolution – Hansen Annexation ANX 16-1313.
3. Tideland Easement – Peter Stanley.
4. “Road Map” for Interchange Improvements on SR-16 – Contract Amendment.
5. Burnham/Borgen/SR-16 Corridor Improvement Project – Contract Authorization for Professional Engineering Services.
6. Public Hearing and First Reading of Ordinance – 2007 Proposed Budget.

**STAFF REPORT:**

1. Mike Davis, Chief of Police – October Report.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Gig Harbor North Traffic Options Committee Meeting, November 15<sup>th</sup> at 9:00 a.m. in Community Room B.
2. Operations and Public projects Committee Meeting, November 16<sup>th</sup> at 3:00 p.m. in the Operations/Engineering Conference Room.

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

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 23, 2006

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Dick, Kadzik and Mayor Hunter. Councilmember Payne arrived later in the meeting.

**CALL TO ORDER:** 7:03 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 October 9, 2006.
2. Liquor License Renewals: Maritime Mart; Marketplace Grille; Finholm's Market; GH Shell.
3. Approval of Payment of Bills for October 23, 2006:  
Checks #51734 through #51860 in the amount of \$424,940.72.

**MOTION:** Move to approve the Consent Agenda as presented.  
Franich / Conan – unanimously approved.

### **OLD BUSINESS:**

1. Second Reading of Ordinance – Interlocal Agreement with Pierce County to Expand the Hospital Benefit Zone. David Rodenbach, Finance Director, presented this ordinance that expands the Hospital Benefit Zone to include some areas of Unincorporated Pierce County up to 144<sup>th</sup>, and also approves an Interlocal Agreement with Pierce County to include these areas. He asked for two separate motions.

Mayor Hunter opened the public hearing at 7:02 p.m. No one came forward to speak and the public hearing closed.

**MOTION:** Move to adopt Ordinance No. 1057 as presented.  
Young / Dick – unanimously approved.

**MOTION:** Move to approve the attached Interlocal Agreement with Pierce County.  
Young / Conan – unanimously approved.

### **NEW BUSINESS:**

Mayor Hunter asked for an amendment to the agenda to move agenda item number three, Resolution for Harbor Hill Development Application, to the end of New Business.

**MOTION:** Move to amendment to the agenda to move agenda item number three, Resolution for Harbor Hill Development Application, to the end of New Business.

Ekberg / Franich – unanimously approved.

1. Resolution No. 688 - Setting the Public Hearing for the Milton Avenue Street Vacation Request – Drolshagen. John Vodopich, Community Development Director, explained that the resolution sets a public hearing date of November 27, 2006 for a street vacation request received from Jeffrey Drolshagen for a portion of Milton Avenue.

Councilmember Dick voiced concern that there is an existing, open road on the site being asked to be vacated. He said that because the road has been open, the non-user statute does not apply to the site and it would not be appropriate to follow this process. Therefore, it isn't appropriate to hold a public hearing.

Councilmember Young said that staff has indicated that area in question is surplus to the city's needs, and he would suggest that Mr. Drolshagen bring the request back through the normal street vacation process rather than using the non-user statutes.

Councilmember Franich asked for clarification on the width of the easement and whether or not this is excess. Councilmember Dick made the following motion.

**MOTION:** Move to refer this to staff to see if there is an issue to be considered by Council and to see if there is property that is needed for city use.  
Dick / Franich – unanimously approved.

2. Public Hearing – Resolution No. 689 Accepting the Shafer Annexation Petition (ANX 06-1302). John Vodopich explained that on August 14<sup>th</sup>, Council accepted the Notice of Intention presented by Mr. Shafer to annex one parcel along Soundview Drive. On August 23<sup>rd</sup>, the petition was certified by the Assessor-Treasurer as being legally sufficient, and so this resolution would accept the annexation petition and refer it to the Boundary Review Board.

Mayor Hunter opened the public hearing at 7:11 p.m.

Lita Shoemaker – 6119 Soundview Drive. Ms. Shoemaker explained that she is the daughter of the applicant, Mark Shafer. She said that he is doubling his square footage and adding 2-1/2 baths to the existing residence. The annexation would allow him to hook up to city sewer rather than adding a new drain-field and septic system, as well as the benefit of working with the city on permits for the remodel.

There were no further public comments and the hearing closed at 7:13 p.m. Clerk Towslee asked that Council renumber the Resolution to 688 as the last agenda item was postponed.

**MOTION:** Move to adopt Resolution No. 688 as presented.  
Young / Conan – unanimously approved.



3. Public Hearing – 2007 General Fund Budget Revenue Sources and First Reading of Ordinance - 2006 Property Tax Levy. David Rodenbach, Finance Director, explained that this is the annual public hearing on revenue sources for the General Fund. He said that the estimated revenues include the 1% increased 2007 Tax Levy, and gave an overview of taxes and revenue sources. He then presented the background information on the 2006 Property Tax Levy, explaining that the increase in the total assessed valuation is due to the 1% increase, new construction, and annexed property.

Councilmember Young said that he didn't see the dollar per thousand increase listed for the regular levy. Mr. Rodenbach said that this ordinance was copied from last year's sent from the Department of Revenue. He said that the dollar per thousand was set by the Assessor's Office when they receive the final assessments. This ordinance is based in estimated assessments.

Councilmember Dick further explained that the levy rate is statutorily determined from the dollar amount that the city requests and the city's priorities.

Mayor Hunter opened the public hearing at 7:15 p.m. No one came forward to speak.

Councilmember Franich recommended not enacting the 1% Tax Levy increase as a nice gesture to the citizens. He said that the 2006 Tax Revenues are up by \$300,000 and 2007 are projected to increase another \$300 - \$400,000. He said that he will be making a motion at the next meeting to forego the increase this year.

Councilmember Conan agreed, and said that this has been discussed over the past few years. It is such a small amount that it may be a good gesture to forego the increase for one year. It is more the principal, and he would be in favor of tightening the city's budget by this amount.

Councilmember Dick expressed concern that when we began dealing with the hospital to try and solve the traffic growth on city streets caused by development in the County, we found a huge backlog of road projects that need to be done just to keep the status quo. He continued to explain that the reason that the law permits the limited growth of property tax dollars is because the expenses of doing projects go up more than the limit allowed on the taxes. He said that it shouldn't be suggested that we don't need the property tax increase when there is a backlog of millions of dollars of unfunded road projects. He recognized that the city relies heavily on sales tax, but the property tax is designed to help pay the bills. If you don't increase the amount of taxes brought in, the problems caused by development won't be addressed. He said that the limitations keep property taxes from increasing as fast as inflation of public works projects, and because property values are increasing, right-of-way purchases are also increasing. The city needs the growth in taxes in order to be able to keep the status quo.

Mayor Hunter agreed that the city is struggling on road projects.

Councilmember Franich said that he agrees that every dollar that can be put toward road improvements is money well spent. He said he also believes that property taxes have been going up astronomically. Even though it is a small amount, it is a show of good faith, and \$15,000 isn't going to put any road project in jeopardy. He said that he hopes that during the budget process, Council keeps in mind how important the road projects are.

Mayor Hunter closed the public hearing at 7:22 p.m. and said that the ordinance will return at the next meeting for a second reading.

4. First Reading of Ordinance – Relating to Annexation and Zoning – McCormick Ridge LLC (ANX 04-04). John Vodopich said that City Council accepted the McCormick Ridge Annexation and referred it to the Boundary Review Board, which has deemed it approved. The next step is the adoption of a formal ordinance annexing the property and establishing zoning. There was no further discussion and the Mayor said that the ordinance will return for a second reading at the next meeting.

5. First Reading of Ordinance – Changing the Meeting Time of the Regular City Council Meetings. John Vodopich explained that at the last meeting, Council directed staff to prepare an ordinance to consider changing the regular meeting time of the City Council from 7:00 p.m. to 6:00 p.m. The City Attorney crafted an ordinance for discussion.

Councilmember Franich said that he asked for this to weigh the pros and cons of changing the time. He said that his only concern is the ability for public participation; however, he doesn't think it will be a problem because people only come for specific issues. He added that it will benefit some of the people who come to the meetings that have to wait through the meeting in order to speak under public comment. Changing the starting time will help. He said that it is an idea that can be tried, and if it doesn't work out, we can go back.

Mayor Hunter asked if anyone from the public wished to speak on the issue. No one came forward.

Councilmember Ekberg said that he agreed with Councilmember Franich, and that it is worth a try. He added that other commissions and committees of the city meet at various earlier times, and citizens who have technical people that need to come and speak on an issue, as well as staff, would be better served by an earlier meeting time.

Councilmember Young said that he brought up the suggestion to consider changing the meeting day, and after thinking about it further, he realized that he has no interest in altering the day.

Councilmember Dick explained that he has reservations on an earlier time due to public participation. He said that he received comments to that effect before the meeting, and personally, it is difficult to get back across the bridge, get a bite to eat, and get ready to

make it to the meeting. He said that it would constrain him and a lot of the people that come to speak. If it is a big enough issue that effect their financial interests, they may take off work to be here, but it may inhibit public comment from the well-meaning citizens who want Council to improve things. That weighs heavily for him and he is having difficulty with changing the time.

There were no further comments and the Mayor announced that this will return for a second reading at the next meeting.

6. Borgen Boulevard Roundabout Re-Striping Project – Bid Award. John Vodopich explained that staff and members of the Operations and Public Projects Committee had met to discuss appropriate signage and striping options for the roundabouts in the Borgen Boulevard Corridor. This contract award is for striping the Borgen / 51<sup>st</sup> and the Harbor Hill / Borgen Boulevard Roundabouts. He explained that the work was not anticipated in the 2006 Budget, but there is sufficient revenue in the street operating fund to cover the expense.

Mayor Hunter asked if this includes signage. Mr. Vodopich explained that the city crew would be doing the signage. He then responded that Road Runner Striping has been around for awhile, and the city has used them as a contractor before.

**MOTION:** Move to approve the contract with Road Runner Striping, Inc. in the amount of Eight Thousand Nine Hundred Sixty Dollars and No Cents (\$8,960.00), including retail sales tax.  
Franich / Payne – unanimously approved.

7. Resolution - Council Opposition to I-933. John Vodopich explained that this resolution had been requested by Councilmember Franich. This property rights initiative would require local government entities to either wave regulations or pay property owners for perceived diminishment in value. It would also roll back regulations to 1996. This resolution crafted by the City Attorney states that the City Council's opposition to the initiative.

Carol Morris pointed out there is a procedural formality with a resolution opposing an initiative. She said that there has to be equal opportunity for the public or council to express an opposing view.

Mayor Hunter asked for any public comment. No one came forward.

Councilmember Franich said that this is an important issue to be discussed by Council. He said he understands that property owners feel that their rights have eroded over the years, but the GMA is the legislative action that started the process when they delineated the designated rural and urban designation. Then came the Critical Areas Ordinance, which severely limited property rights. He said that he doesn't believe that I-933 is the way to address the concerns. It is broadly worded and could cost the city a

lot of money in legal fees and possible restitution to property owners. He said that it could also damage zoning ordinances that help to protect the character of the city.

Councilmember Young added that if passed, this initiative would be catastrophic for Gig Harbor, and it would be complete devastation for cities created after 1996. Every land use regulation enacted after this date would have to be thrown out. No one could afford to pay damages to a property owner for not being allowed to construct to the highest use possible. He stressed that everyone should oppose this initiative.

Councilmember Dick said that he appreciated this being brought before Council. He agreed that this initiative has monumental proportions. The resolution describes serious impacts on the city, the citizens and the public in general. He said that he would like to add language to the resolution that addressed the effects on the small business community due to the adverse consequences of uncontrolled development. In Gig Harbor, most of the zoning laws that have been passed since 1996 affect the character of the town and if this initiative passes, all that would be rendered unenforceable unless you want to pay. There would be zero certainty. He said that he has two main concerns. He stressed that it is unconstitutional to enforce the laws passed since 1996 against only the willing. This would be unfair. The other concern is current tax limitations in the State of Washington. He said that no government could pay the expense that will be demanded by this initiative without ceasing doing everything else. Councilmember Dick stressed the negative effects of similar legislation that has recently passed in Oregon.

**MOTION:** Move to adopt Resolution No. 689.  
Franich / Conan –

Councilmember Dick offered the addition of language to the resolution before passage.

**AMENDMENT TO MOTION:** Move to include of the following “whereas” paragraphs on page 3.

“(1) WHEREAS, I-933 pretends to authorize governments to waive adoption or enforcement of regulations subject to the initiative if they cannot pay all reduction in value of all real and personal property affected, but waiver of regulations against citizens who object and enforcement against those who do not is patently unfair and unconstitutional, and

(2) WHEREAS, the prohibition of I-933 against passing new laws or enforcing laws adopted since 1996, until after every affected property owner has been paid for any diminution in value of property would not permit adoption or enforcement of any laws (except exempt laws), because Washington tax limitations would preclude any government in Washington from collecting enough to

pay the prerequisite amounts, without ceasing virtually all existing services, and.”

Dick / Young – unanimously approved.

**MOTION:** To adopt Resolution No. 689 as amended.  
Franich / Conan – unanimously approved.

8. Public Hearing - Resolution for Harbor Hill Development Application. Mayor Hunter announced that the purpose of this hearing is for the City Council to consider the pertinent facts, applicable law and to make a final decision on the application of the Harbor Hill LLC for a Development Agreement for the development of the residual parcels at the Costco shopping center in the Gig Harbor North Area.

Mayor Hunter asked for cooperation in the following procedure: Everyone present will be given an opportunity to be heard. The City Clerk will make a tape recording of the proceedings. Therefore, when you address the Council, begin by stating your name and address. Speak slowly and clearly. Only one person will be allowed to speak at a time.

The Appearance of Fairness Doctrine requires that this hearing be fair, in form, substance and appearance. The hearing must not only be fair, it also must appear to be fair. Mayor Hunter asked whether any member of this decision making body has engaged in communication with opponents or proponents regarding this issue outside of the public hearing process.

Councilmember Young said that the City Attorney has recommended that this hearing be continued until the next meeting.

Carol Morris recommended that the public hearing be continued until the next meeting because if Council is asked if they have had any ex parte contact, they will have to disclose them again at the next hearing. She said that one way to proceed is to ask Council if they would like to vote to continue this until the next hearing. She said that she is recommending a continuation because she received materials from the attorney for the applicant on Friday, and she would like to do a response, but did not have sufficient time to do so today. The response that she is drafting involves two legal issues raised by the letter that will assist Council in coming up with a decision on this development agreement.

**MOTION:** Move to continue the hearing until the next, regular Council meeting.  
Young / Franich – unanimously approved.

**STAFF REPORT:**

1. David Rodenbach, Finance Director – Quarterly Report. Mr. Rodenbach offered to answer any questions.

## **PUBLIC COMMENT:**

Gretchen Wilbert. Ms. Wilbert reported that she attend the Cascadia Forum in San Francisco and asked Councilmembers to review the packet of information that she had left for them. The information is about the passenger ferry coalition formed in 2003 to partner public / private entities to utilize the Puget Sound as an alternative method of transportation. She said that if Jerisich Dock is used for loading and unloading, parking and a town around bus system needs to be addressed. This is another reason to open the discussion with Pierce Transit. She added that with the aging population, it is important to get them people out of their automobiles to relieve the traffic congestion. She asked that the Cascadia Packets be returned to her via the receptionist to be shared with the County Councilmembers and State Legislature. She said she would be happy to continue to bring forth information on this transportation choice, but would also be happy to pass the experience on to someone else.

Tony Giminaro – 2415 89<sup>th</sup> St. Ct. NW. Mr. Giminaro, President of the East Harbor Estates Homeowner Association, discussed the negative effects on the local community of a proposed development. He mentioned absent greenbelts and buffers, density levels, stormwater drainage, environmental impacts, noise, traffic, and pollution.

Mayor Hunter stressed that this development is in Pierce County. Mr. Giminaro said that the city gets to comment on the project as it in the UGA. He said that they are not opposed to the project; the neighborhoods just want to be assured that the development gets serious scrutiny and adequate review, especially by Gig Harbor so that it maintains the character and nature of the local neighborhoods.

Councilmembers asked for clarification on the project. Mr. Giminaro responded that this is a 19.36 acre site with a proposed 64 home development. The homes are minimum 5,000 s.f. located up Dana Drive off Crescent Valley Drive.

Don Schultz – 89<sup>th</sup> St. Ct. NW. Mr. Schultz said that he knows the project is in Pierce County, but is concerned. He suggested going to Anthony's Restaurant and looking up at the hill. Currently there are a couple of homes, but if the development is approved, there will be homes all the way across. He said that that these hills are made of sand and these homes are on septic systems. Everything runs downhill, and when the rains start, the stormwater runoff will all end up in the harbor.

John Vodopich explained that Jennifer Kester, Senior Planner, is working with Pierce County on this project. Ms. Kester responded that a UGA Application has been submitted and so there are maps and a plan that she will share with Council.

Mayor Hunter said that he has forwarded several letters that he has received on the project to the Planning Department.

Jon Rose – President, Olympic Property Group – 19245 10<sup>th</sup> Ave. NE, Poulsbo. Mr. Rose reported on the success of the open house event that OPG held on October 4<sup>th</sup> to

invite public input on the future of the city. He said that 180 people showed up to talk about what they would like to see in their city. Mr. Rose voiced disappointment that more Councilmembers were unable to attend. He then commented that only about 10% of the property has a plan, with 300 acres remaining. He stressed that there is one chance to develop a plan for the remaining 300 acres the right way. Mr. Rose said that given the opportunity, innovative zoning can be used to “do something cool.” He said that this couldn’t be done unless we act as partners, and not as adversaries. He offered to come back with a report of the information gathered at the open house, stressing again that this is a big opportunity. He said that we need to work hard at dialogue and innovation, which now, is challenging. If you want “great” you have to be willing to step out the proverbial box. He said that OPG has done everything that they have asked to do over the past 20 years and that they would like to take it to a new level, but can’t do it alone.

Mr. Rose then said that he is not pleased that their agenda item had been postponed. He said that we can do better by the city, by OPG, and by the 180 people that showed up at the open house. We are not going to be more interesting and dynamic by taking 10-12 weeks to work out small details. He said that he would be happy to present the report and some of the exhibits from the open house at a less stressed-out time. He said that Council should care, as they do.

Councilmember Ekberg commented that he had attended the open house and was quite impressed with the turnout. He said that there was a lot of exchanged of ideas, and he would be interested in a compilation on what transpired. Councilmember Young apologized for not being able to attend due to work.

Councilmember Payne thanked Mr. Rose. He said that OPG is doing a great job up there. He added that it may seem adversarial, but we will get through it together.

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

Councilmember Payne apologized for being late, adding that if the meeting changes to a 6:00 p.m. starting time, the commute from San Diego is going to get harder.

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

1. Gig Harbor North Traffic Options Committee Meeting, October 25<sup>th</sup> at 9:00 a.m. in the Community Rooms at the Gig Harbor Civic Center.
2. Operations and Public Projects Committee Meeting, October 26<sup>th</sup> at 3:00 p.m. in the Engineering/Operations Conference Room at the Community Development Department.
3. Special Council Meeting, Gig Harbor Peninsula Historical Society Proposed Draft Agreement, October 30<sup>th</sup> at 7:00 p.m. in the Council Chambers at the Gig Harbor Civic Center.

Councilmembers recommended moving the time to 6:00 p.m. for the Special Council Meeting on October 30<sup>th</sup>. It was agreed to notice the meeting for 6:00 p.m.

Councilmember Young announced that he would not be able to attend that evening.

4. Budget Worksessions: Monday, November 6th and Tuesday, November 7th at 6:00 p.m. in the Community Rooms at the Gig Harbor Civic Center.

Mr. Rodenbach was asked when a copy of the Draft 2007 Budget would be available. He responded that it would be passed out on October 30<sup>th</sup>.

**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 15 minutes at 8:10 p.m. in order to discuss potential litigation per RCW 42.30.110(1)(i).  
Franich / Young – unanimously approved.

**MOTION:** Move to return to regular session at 8:21 p.m.  
Franich / Conan – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:21 p.m.  
Kadzik / Franich – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 – 30

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Charles L. Hunter, Mayor

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Molly M. Towslee, City Clerk



## **SPECIAL GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 30, 2006**

**PRESENT:** Councilmembers Ekberg, Franich, Conan, Dick, Payne, Kadzik and Mayor Hunter. Councilmember Young was absent.

**CALL TO ORDER:** 6:03 p.m.

**PLEDGE OF ALLEGIANCE:**

### **NEW BUSINESS:**

1. Gig Harbor Peninsula Historical Society Agreement. John Vodopich, Community Development Director, explained that over the past several months, members of the Gig Harbor Peninsula Historical Society, the Engineering and Operations Council Committee, the City Attorney and City Staff have been meeting to develop a proposed agreement between the city and the Historical Society regarding a new museum property. He said that the agreement before Council would donate \$400,000 to the Historical Society over the course of five years with five annual installments of \$80,000 each year. After the first installment, the city would enter into a purchase and sale agreement and receive the deed for approximately 7,000 square feet of property located in the Donkey Creek Parcel. After the second installment, the city would receive a conservation easement over the top of the Donkey Creek Property in order to daylight the parcel. The three remaining installment payments would go towards the ongoing maintenance and operation, and construction of the museum. He apologized for the late version passed out right before the meeting, adding that he had received the changes from the PHS at 4:30 this afternoon. The changes relate primarily to the dates and timing of the cycling of the Historical Society's effort to solicit funding.

Carol Morris, City Attorney, explained that the agreement has blanks and is missing the exhibits. All that is needed tonight is a motion that the Council will approve the agreement with it comes back in final form.

Councilmember Kadzik asked for clarification on page 4, Section 3-5 and page 6, Section 5-1 and whether the dates of the right of first refusal should be the same.

John Vodopich responded that Section 3-5 does need to be changed. The Historical Society has a goal to collect the funds on or before December 31<sup>st</sup>, 2008.

Councilmember Dick asked if the source of the funds to make the payments had been identified. Mr. Vodopich responded that he could not recall what had been discussed.

Councilmember Dick asked if anyone else had given any thought to this. He said that he likes the project, but there is a need to set aside more revenue for unfunded road projects in order to meet grant requirements and to do projects that do not require grants. He said that nothing had been set aside over the past two to three years for this purpose. Council discussed taking \$150,000 of the 2006 Ending Fund Balance for this purpose, but there will not be any Ending Fund Balance this year. He said that it is a

question of priorities. If we can't get around doing the business of the city, can we afford this kind of money for projects that benefit our citizens? It is also a timing issue. If we cannot identify where the money is coming from, do we want to stop other capital expenses? He said he is trying to identify the sources of funds to pay for this new, large expense.

John Vodopich responded that it would come from General Fund Budget, but he was unsure of the specific line item in the budget.

Councilmember Payne said that David Rodenbach, Finance Director, attended the meetings and was more than comfortable with the amount identified to be paid on an annual basis. In addition, there was discussion that some of the funding would come from the Hotel / Motel Tax Revenues. Councilmember Payne said that he is comfortable knowing that the Finance Director was supportive of the amount and the terms. It was determined that this is less than 3/10 of a percent of the annual budget to support this project that he believes the city cannot afford not to support.

Councilmember Franich followed up by explaining that we have a commitment from the Marketing Director, Laureen Lund, for \$20,000 per year.

Councilmember Ekberg explained that the first payment has been pushed out to 2008 because of the exact concerns that Councilmember Dick expressed. He said that David Rodenbach was in the meetings and by moving the payments out until 2008, along with the contributions from the Lodging Tax Fund, the money is there.

Chuck Hunter said that it is a matter of priorities. Council is going to have to make hard decisions when it comes to funding this project. The money is going to have to come from something else.

Councilmember Dick said that his concern is that Council has spent money on several park facilities, and with those projects came additional capital needs. So the city's balance has been spent down. To incur an additional expense without setting aside money for road projects raises a concern. He said that he thought the focus was to move away from parks and move towards roads, and that we are getting to the point where we need to show restraint. If we can find the funds to support this project, while keeping the business climate that generates our revenue system alive, it would be good. He then said that the sacrifice of planning ahead to set aside funds concerns him.

Councilmember Franich responded that he whole-heartedly agrees with Councilmember Dick's assessment. He said that he agrees that Council needs to start working on putting money away for roads and sewer, and that he would have preferred to see this proposal come through after the 2007 Budget cycle. Personally, he said that he doesn't know if it is the city's role to be this active in private activities, even though it is a great project and will be a great benefit to the community. He said that he feels that there has been a lot of community support for the project, and he will support it, but would like to

support it at a lesser number. The \$20,000 from Hotel/Motel Tax Fund will help us to more easily afford this in the future.

Walt Smith – 19216 99<sup>th</sup> St. KPN. Mr. Smith said that the Society is in full agreement with the revision submitted to Council this afternoon. He acknowledged Mayor Hunter for his leadership, as well as John Vodopich, Councilmembers Franich, Payne, and Ekberg, who spent a lot of time working through many issues. He said that the events of the past and present will shape the community, and a favorable vote tonight will allow the Historical Society to preserve and transcend Gig Harbor's time and place for the future. He said that they sincerely appreciate these efforts and urged support.

Beth Perrow – 9119 North Harborview Drive. Ms. Perrow, Board Member with the Historical Society and Co-chair of the Capital Campaign, said that she realizes that any organization has financial challenges and decisions to make. She agreed with Councilmember Franich that the community is behind this project, and they are doing a huge amount of the work. She said that they are asking for money from the city, but not a lot of on-going work. They will be taking care of all the details. The project will be a big asset to the community and will enhance the business community: the restaurants, the hotels, the downtown stores, and it will bring a lot of people who will spend more time in the harbor. Ms. Perrow said that it will be a good investment for the city and that she hopes that Council votes in favor of the agreement.

Carol Morris, City Attorney, discussed needed amendments to page 6, second paragraph. She said that 6.4 should be amended to read 4.8. In addition, in negotiations, they agreed upon the words "indemnify" and "hold the city harmless." The words "indemnify and" are missing, and she believes that the Historical Society would be okay with the inclusion of this language.

Mayor Hunter asked about going through the latest changes. Since the amendments were only date related, no one thought it necessary. He continued to say that the latest revisions seem to address the concerns in the letter from the Historical Society.

Councilmember Ekberg disclosed that for some years he was a member of the Historical Society Board of Directors, but is not currently, nor was this project ever discussed while he served on the Board. He said that currently, he is a member of the Historical Society, as are other members of Council. He then said that the museum is a client of his firm, however, he said that he doesn't feel that any of these issues will impact his ability to fairly evaluate this proposal.

Councilmember Franich suggested amendments to the agreement. In Section 3.4.2, he recommended changing the sentence to read "conservation easement" rather than "Donkey Creek property." The second recommendation is in Section 4.7 to change add "and Public Works" after "Planning Department."

John Vodopich responded that this language needs to be changed from “Planning Department” to “Community Development Department” which would be all encompassing.

Councilmember Payne pointed out another change that had been missed in Section 4.7 to change “ingress and egress” to “ingress and /or egress.” This language was agreed upon by both parties at the last meeting.

Councilmember Ekberg commented that Section 4.8 does have language that the Society is holding the city harmless. He asked Carol Morris if this is sufficient. Ms. Morris responded that indemnification goes beyond just holding them harmless. She said that the section should also include indemnification language.

**MOTION:** Move to approve the Gig Harbor Peninsula Historical Society Agreement for the Mayor’s signature upon its return for final review to include the changes that have been discussed this evening.  
Payne / Ekberg – unanimously approved.

Carol Morris said that this will be brought back before Council in final form at the next Council meeting. She said that she hopes to have the Historical Society’s signature on the agreement at that time.

**ADJOURN:**

**MOTION:** Move to adjourn at 6:25 p.m.  
Ekberg / Conan – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 – 18

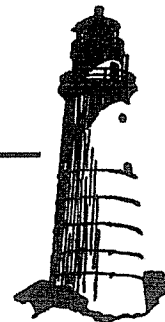
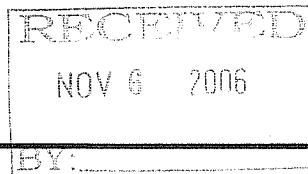
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Charles L. Hunter, Mayor

---

Molly M. Towslee, City Clerk

**GIG HARBOR WATERFRONT  
RETAIL & RESTAURANT ASSOCIATION**  
[www.gigarbordowntown.com](http://www.gigarbordowntown.com)



November 3, 2006

The Honorable Mr. Chuck Hunter  
Mayor, The City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor Hunter,

On behalf of the Gig Harbor Waterfront Retail & Restaurant Association, I would like to take this opportunity to thank the City for providing Police coverage for the Downtown Merchant's Halloween Trick Or Treat Event. Chief Davis, Lieutenant Bill Colberg and the rest of your officers who participated Tuesday evening not only provided a sense of security for parents and all participants, they demonstrated a sense of community. And that is what this event is about, the bringing together of community. We also wish to thank Gig Harbor's Finest for serving coffee to cold adults. Next year the Merchants will plan to provide hot cider or hot cocoa as well.

I genuinely get the feeling that we are beginning to pull together with the City towards the common good. All of your departments have been nothing short of spectacular when we have approached them for help or ideas especially Laureen Lund and Dave Brereton. Thanks to all the City Guys and Gals.

Very truly yours,

A handwritten signature in black ink, appearing to read "John R. Moist".

John R. Moist  
President

**PROCLAMATION OF EMERGENCY  
OF THE CITY OF GIG HARBOR**

**WHEREAS**, Pierce County Department of Emergency Management has reported that beginning on November 6, 2006, numerous problems resulting from extremely heavy rain and wind, including damage to transportation infrastructure, damage to private and public buildings and other facilities, and


**WHEREAS**, there is threat to citizens lives and livelihood resulting from flooding throughout the City of Gig Harbor and Unincorporated Pierce County, and

**WHEREAS**, due to the projected weather forecast, these problems may last for a significant period of time continuing to create a threat to life and property, and

**WHEREAS**, this constitutes an emergency as defined by the Pierce County Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted pursuant to Chapter 9.12 of the Gig Harbor Municipal Code, RCW 36.40.190 and RCW 38.52.070(2); now, therefore

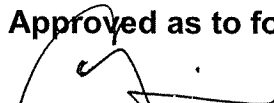
**BE IT PROCLAIMED by the Mayor of the City of Gig Harbor** that an emergency exists in the city; therefore, the City of Gig Harbor Departments are authorized to take emergency actions and to provide emergency services to protect the health and safety of persons and property pursuant to the Pierce County Comprehensive Emergency Management Plan ("Plan"), Chapter 38.52 RCW, and Chapter 9.12 of the Gig Harbor Municipal Code. As directed pursuant to the Plan, each Department is authorized to exercise the powers vested under this proclamation in the light of the urgent requirements of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements).

Dated this 6<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
Charles L. Hunter Mayor, City of Gig Harbor

Nov 6, 06  
Date

Approved as to form:

  
\_\_\_\_\_  
Carol Morris, City Attorney

11-6-06  
Date



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: RESOLUTION FOR PUBLIC HEARING**  
**- WHEELER AVENUE STREET VACATION REQUEST - BARTA**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

The City received a petition for vacation on March 8, 2006 from Maureen Barta, property owner of the abutting properties located at 9476 Wheeler Avenue, petitioning the City to vacate a portion of Wheeler Avenue in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the southern portion of Wheeler Avenue right-of-way currently held by the City, abutting the property frontage of Lot 10 Tax Parcel Number 2260000240.

The right-of-way proposed for vacation along Wheeler Avenue is identified in the City of Gig Harbor Parks Plan as a future street-end park. The City has had interest in developing a waterfront park at this location.

As defined in 12.14 GHMC, a resolution must be passed by the City Council setting a time and date for a public hearing on the proposed street vacation.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that the council pass a resolution setting Monday, December 11, 2006 at the City Council's regular meeting time for the public hearing on the proposed street vacation of Wheeler Avenue.

RESOLUTION NO. xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF WHEELER AVENUE LYING SOUTH OF THE INTERSECTION OF RUST STREET AND WHEELER AVENUE.**

---

WHEREAS, Ms. Maureen Barta desires to initiate the procedure for the vacation of the portion of Wheeler Avenue, originally created in the plat called Town of Artna, recorded in 1891 in Volume 5 of Plats at Page 68 in Pierce County, Washington.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor City Hall on Monday, December 11, 2006, at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

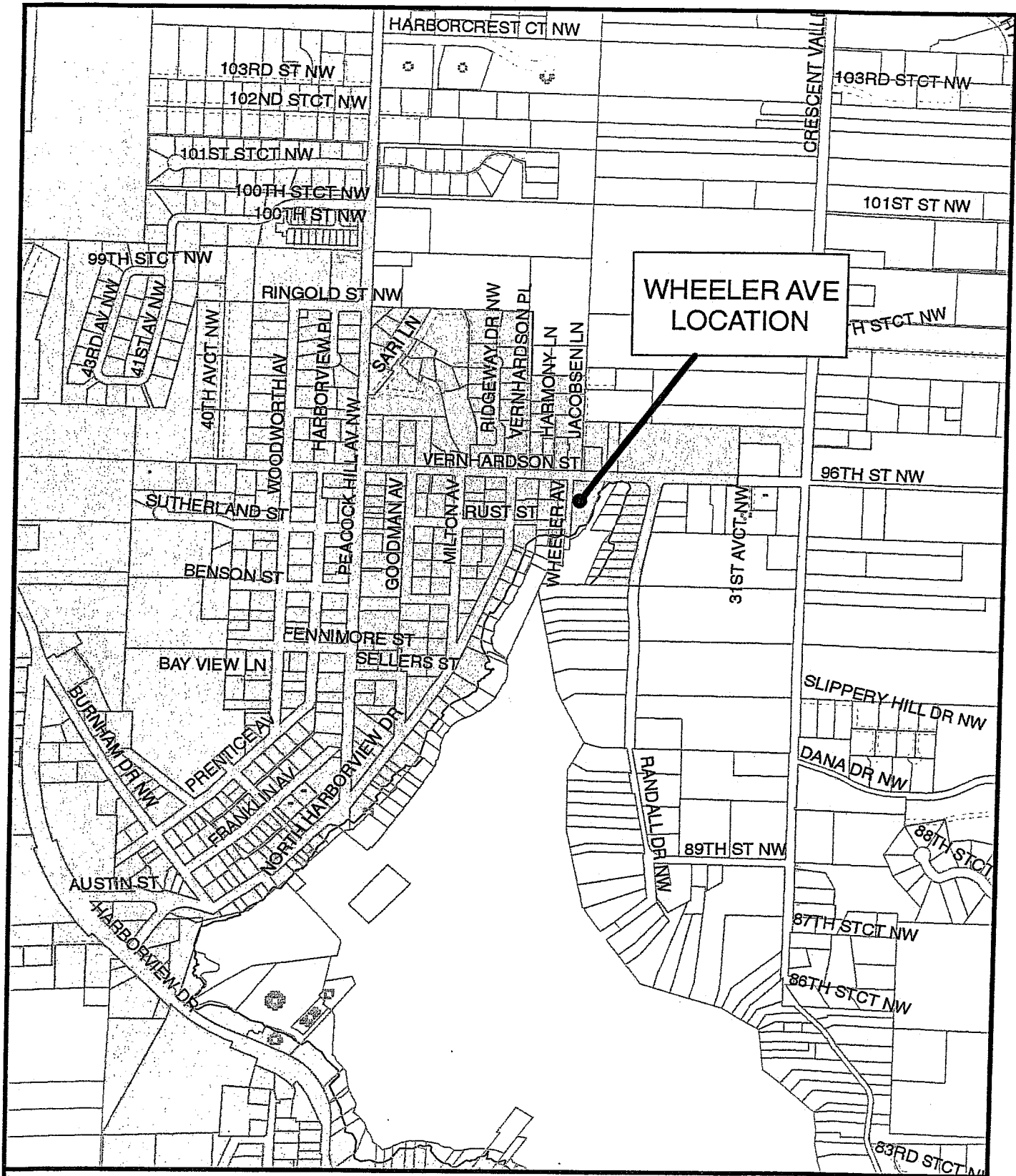
PASSED this \_\_\_\_th day of November, 2006.

\_\_\_\_\_  
Charles L. Hunter, Mayor

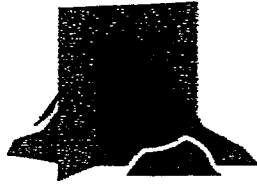
ATTEST:

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





WHEELER AVENUE STREET VACATION  
VICINITY MAP



**T H O R N T O N**  
L A N D S U R V E Y I N G , I N C .

8803 State Highway 16  
PO Box 249  
Gig Harbor, WA 98335  
T 253 858 8106  
F 253 858 7466  
thorntonls.com

8 March 2006

Mr. John P. Vodopich AICP  
Director of Planning and Building Services  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Vacation of a portion of Crescent Street (Wheeler Avenue) right-of-way

Dear Mr. Vodopich,

This letter serves as an official request to vacate a 37-foot wide strip of Crescent street right-of-way abutting my properties at 9476 Wheeler Avenue in the City of Gig Harbor. This right-of-way along with my property were created from the plat called "Town of Artna" in book 5 of plats at page 68 in Pierce County, Washington. This portion of Wheeler Avenue abutting my property at parcel numbers 2260000140 & 2260000240 has never been used as street, nor has it been constructed.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statue)", that portion of Prentice Avenue right-of-way abutting my parcel has adversely, by operation of law, become mine legally since this right-of-way was never opened nor used for its original purpose.

In light of this information, I wish to request that portion of the Wheeler Avenue abutting my property be vacated. See attached drawings depicting the original location of the subject portion of Wheeler Avenue right-of-way in relation to my parcels.

Thank you for your assistance.

Sincerely,

Maureen Barta

4

VACATED PORTION  
OF RUST ST PER  
AFN 200204300835

N 89°49'11" E

RUST STREET

11

37.00

30'

30.01

30.81

50.00

37.00

SUBJECT PROPERTY

30'

TPN: 2260000240

30.01

30.01

98.52

10

36.98

100.00

108.00

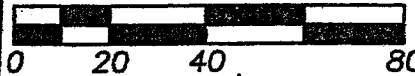
5

N 89°49'11" E

50.00

37.00

SCALE: 1"=40 FEET



103.06

11

124.99

N 01°30'44" E

WHEELER AVE. (CRESENT STREET)

AREA TO BE VACATED

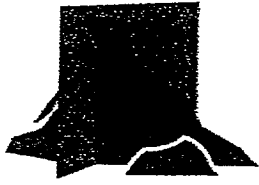
OTTER STREET

54.02

36.98

30'

39.96



**T H O R N T O N**  
LAND SURVEYING, INC.

8803 State Highway 16  
PO Box 249  
Gig Harbor, WA 98335  
T 253 858 8106  
F 253 858 7466  
thorntonls.com

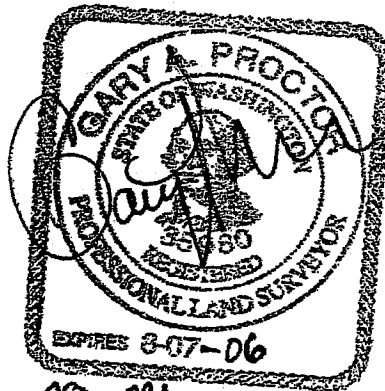
**PROPOSED  
LEGAL DESCRIPTION**

**RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO BARTA ADJOINER FOLLOWING VACATION OF A PORTION OF WHEELER AVENUE, GIG HARBOR, WASHINGTON.**

**A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**A PORTION CRESENT STREET (WHEELER AVENUE) AJACENT TO AND ABUTTING LOT 10, BLOCK 5 AND LOT 11, BLOCK 4 TOGETHER WITH THAT PORTION OF VACATED RUST STREET, WHICH ATTACHES BY OPERATION OF LAW, OF THE PLAT OF THE TOWN OF ARTENA, RECORDED IN VOLUME 5 OF PLATS AT PAGE 68, UNDER AUDITOR'S FILE NUMBER 39021, RECORDS OF PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE 37.00 FEET EASTERLY AND PARALLEL TO THE SOUTH LINE OF SAID LOT 11 TO THE EASTERLY MARGIN OF SAID CRESENT STREET, PER SAID PLAT; THENCE SOUTH ALONG SAID EAST MARGIN 160.02 FEET, MORE OR LESS TO A POINT OPPOSITE THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 10 37.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 10, 11 AND VACATED RUST STREET, TO THE POINT OF BEGINNING.**



*08 MAR 2006*



*"THE MARITIME CITY"*

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: RESOLUTION FOR PUBLIC HEARING**  
**- RUST STREET VACATION REQUEST - LARRY BECK**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

The City received a letter on September 25, 2006, from Mr. Larry Beck, owner of the abutting property, petitioning the City to vacate portions of Rust Street in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the north 30 feet of the Rust Street right-of-way currently held by the City, and abutting the southern property frontage of lots 12-16 of Block 4 of the plat of Artena, and for the vacation of the southern 30 feet of Rust Street abutting the northern property frontage of lots 5-7 of Block 5 of the plat of Artena.

As defined in 12.14 GHMC, a resolution must be passed by City Council setting a time and date for a public hearing on the proposed street vacation.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that the Council pass a resolution setting Monday, December 11, 2006 at the City Council's regular meeting time for the public hearing on the proposed street vacation of Rust Street.

**RESOLUTION NO. xxx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF RUST STREET LYING SOUTH OF VERNHARDSEN STREET.**

---

WHEREAS, Mr. Larry Beck desires to initiate the procedure for the vacation of the portion of Rust Street, originally created in the plat called Artena, recorded in 1891 in Volume 5 of Plats at Page 68 in Pierce County, Washington.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor City Hall on Monday, December 11, 2006, at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this \_\_\_\_th day of November, 2006.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST:

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

# Vintage Custom Homes, Inc.

Recognized For Quality Since 1972

Post Office Box 362  
Gig Harbor, Washington 98335  
(253) 851-7919  
Fax (253) 853-5400

RECEIVED  
CITY OF GIG HARBOR

NOV 08 2006

COMMUNITY  
DEVELOPMENT

November 8, 2006

Mr. John P. Vodopich  
Director of Planning and Building Services  
3510 Grandview Street  
Gig Harbor, WA 98335

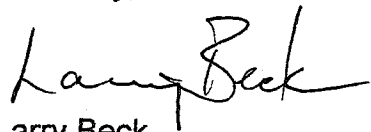
RE: Vacation of a portion of Rust Street Right-of-Way

Dear Mr. Vodopich,

This letter serves as an official request to vacate a portion of a 60 foot wide strip of Rust Street abutting properties at 3400 and 3415 Rust Street in the City of Gig Harbor. Rust Street (originally Walnut Street) is part of the Plat of Artena recorded in Book 5 of Plats at page 68 in the records of Pierce County, and was never built.

We respectfully request a waiver of appraisal as property rights have already been transferred by virtue of law. Attached is an exhibit depicting the portion of right-of-way for vacation. Please let me know if you have any questions, or if anything further is needed. Thank you for your assistance.

Sincerely,



Larry Beck  
Vintage Custom Homes

Encl. Letter of Authorization  
Legal Description  
Exhibit Drawing



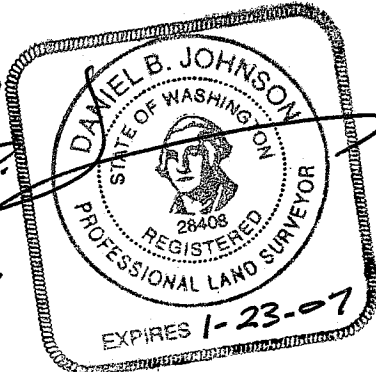


**LEGAL DESCRIPTION OF PROPOSED VACATED PORTION OF RUST STREET**

THAT PORTION OF RUST STREET ABUTTING LOTS 12 THROUGH 16, BLOCK 4 AND LOTS 5 THROUGH 7, BLOCK 5 OF THE PLAT OF ARTENA, PIERCE COUNTY, WASHINGTON AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 68.

RESERVING A 15 FOOT WIDE SANITARY SEWER EASEMENT TO THE CITY OF GIG HARBOR, 7.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 4 OF THE PLAT OF ARTENA, PIERCE COUNTY, WASHINGTON AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 68; THENCE SOUTH  $0^{\circ}01'15''$  EAST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 16, 27.44 FEET; THENCE NORTH  $89^{\circ}14'49''$  EAST, 125.01 FEET.

*Daniel B.*  
*10/31/06*



DANIEL B. JOHNSON  
STATE OF WASHINGTON  
REGISTERED  
PROFESSIONAL LAND SURVEYOR  
28408  
EXPIRES 1-23-07



**TO: MAYOR HUNTER AND CITY COUNCIL**  
**From: LAUREEN LUND** *LL* **DAVE BRERETON** *DB*  
**MARKETING DIRECTOR OPERATIONS DIRECTOR**  
**SUBJECT: CONTRACT AUTHORIZATION – HOLIDAY TREE LIGHTING**  
**EVENT**  
**DATE: NOVEMBER 13<sup>TH</sup>, 2006**

**INTRODUCTION**

Attached you will find 2 contracts for the HOLIDAY TREE LIGHTING EVENT to be held December 2, 2006.

|  |       |
|--|-------|
| Gig Harbor Community Chorus<br>Budgeted 2006       | \$100 |
| Pacific Stage Pro Sound and Light<br>Budgeted 2006 | \$325 |

**FISCAL CONSIDERATIONS**

The performer expense is budgeted in the 2006 Marketing Budget from hotel-motel tax. The sound technician expense is budgeted in the 2006 Operations Budget.

**RECOMMENDATION**

We recommend the Council authorize the award and execution of the vendor contract for the holiday event to the Gig Harbor Community Chorus and Pacific Stage Pro Sound and Light not to exceed four hundred and twenty-five dollars (\$425.00) for the year 2006.

**CONTRACT FOR HOLIDAY CONCERT SERIES  
CONTRACTOR AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Beth Mears of The ~~Gig Harbor~~ Peninsula Community Chorus, whose address is 13806 12<sup>th</sup> Ave NW, Gig Harbor, WA 98332 (hereinafter the "Contractor").

**RECITALS**

WHEREAS, the City wishes to engage the Contractor to provide musical services, as part of the Gig Harbor 2006 Holiday Tree Lighting Concert; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert series on December 2<sup>nd</sup>, 2006 with an expected audience of 500 persons. The concert will take place regardless of the weather, rain or shine.

The Contractor agrees to provide a musical performance at the above listed concert, between the hours of 5:00 p.m. to 6:00 p.m., with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Contractor One Hundred Dollars and no cents (\$100.00) for the performance, which shall be paid to The ~~Gig Harbor~~ Peninsula Community Chorus by mail following specified performance. In order to facilitate payment the City requests that the Contractor submit an invoice for the performance to City 30 days prior to concert date.

**III. Relationship of Parties**

The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None

of the benefits provided to City employees are available to the Contractors or his employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

### III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

THE CITY OF GIG HARBOR

By: 

Beth Mears, Representative  
The Gig Harbor Community Chorus  
13806 12<sup>th</sup> Ave NW  
Gig Harbor, WA 98332  
(253) 858-2650

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

**CONTRACT FOR HOLIDAY CONCERT SERIES  
CONTRACTOR AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Dave Sederberg of PACIFIC STAGE PRO SOUND & LIGHT, whose address is 703 Cushing SW Olympia, WA 98502 (hereinafter the "Contractor").

**RECITALS**

WHEREAS, the City wishes to engage the Contractor to provide musical services, as part of the Gig Harbor 2006 Holiday Tree Lighting Concert; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert series on December 2<sup>nd</sup>, 2006 with an expected audience of 500 persons. The concert will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound services at the above listed concert, between the hours of 5:00 p.m. to 6:00 p.m., with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Contractor Three Hundred Twenty-five Dollars and no cents (\$325.00) for the performance, which shall be paid to Pacific Stage Pro Sound & Light by mail following specified performance. In order to facilitate payment the City requests that the Contractor submit an invoice for the performance to City 30 days prior to concert date(s).

**III. Relationship of Parties**

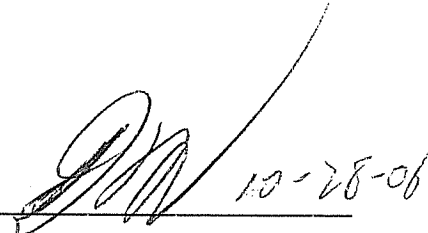
The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his

employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

### III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28<sup>th</sup> day of October, 2006.

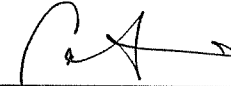
By:  10-28-06

Dave Sederberg, President  
Pacific Stage Pro Sound & Light  
703 Cushing SW  
Olympia, WA 98502  
(360) 786-8883

THE CITY OF GIG HARBOR

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

APPROVED AS TO FORM:

  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN T. MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: SANITARY SEWER FACILITIES EASEMENT AND MAINTENANCE**  
**AGREEMENT – LITTLE BOAT NORTH INC.**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

As a condition of project approval for the Little Boat North Inc. development located North of 11400 51<sup>st</sup> Ave. NW and commonly know as Harbor Crossing is required to enter into a Sanitary Sewer Facilities Easement and Maintenance Agreement. This will ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of this system. This agreement allows the City a nonexclusive right-of-entry onto those portions of the property in order to access the sanitary sewer system for inspection and monitoring of the system.

The City's standard Sanitary Sewer Facilities Easement and Maintenance Agreement has been drafted and approved by Carol Morris, City Attorney. This agreement will be recorded with the property.

**FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreement.

**RECOMMENDATION**

Staff recommends that City Council approve this agreement as presented.

AFTER RECORDING RETURN TO:

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

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**  
Sanitary Sewer Facilities Easement and Maintenance Agreement

**Grantor(s) (Last name first, then first name and initials)**  
Little Boat North Inc.

**Grantee(s) (Last name first, then first name and initials)**  
City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**  
SW ¼ SEC 30, TWN 22N, R02E

**Assessor's Property Tax Parcel or Account Number:**  
0222303010

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_



## SANITARY SEWER FACILITIES EASEMENT AND MAINTENANCE AGREEMENT

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Little Boat North, a corporation organized under the laws of the State of Washington, whose mailing address is 7525 SE 24<sup>th</sup> Street, Suite 650, Mercer Island (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Harbor Crossing, located at N of 11400 51<sup>st</sup> Ave. NW (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of ESM Engineering, dated October 5, 2005 (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in Exhibit A, for the purposes described in this Agreement; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Easement and Maintenance Agreement, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

### TERMS

**Section 1. Affected Property.** The real property subject to this Agreement is legally described in **Exhibit A**.

**Section 2. Definitions.** As used in this instrument:

A. The word "plat" refers to the Harbor Crossing or "parcel no. 0222303010 only", and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land that is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

**Section 3. Maintenance Obligations.** The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as **Exhibit B**. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Community Development Director's written approval.

**Section 4. Notice to City.** The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system located on the Property described in **Exhibit A**. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

**Section 5. Easement for Access.** The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or

conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

**Section 6. Assignment to an Owners' Association.** In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Owner may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

**Section 7. Conveyances.** In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

**Section 8. Rights of the City of Gig Harbor.**

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Community Development Director or his/her designee shall give notice to the Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability

to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

**Section 9. Indemnification of City.** The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

**Section 10. Rights Subject to Permits and Approvals.** The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

**Section 11. Terms Run with the Property.** The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

**Section 12. Notice.** All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Declarant:

Little Boat North Inc  
7525 SE 24<sup>th</sup> St, Suite 650  
Mercer Island, WA 98040

**Section 13. Severability.** Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

**Section 14. Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

**Section 15. Governing Law, Disputes.** Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.


**Section 16. Integration.** This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**THE CITY OF GIG HARBOR**

**OWNER**

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

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

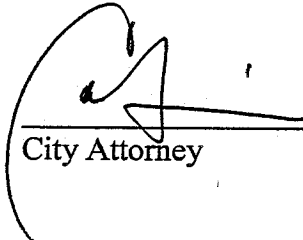
Print Name: ROBERT BALDWIN

Title: President / CEO  
Little Boat North Inc.

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that Charles L. Hunter 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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that ROBERT BALDWIN 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 LITTLE BOAT NORTH, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/9/06



Jenkins K. Chan  
Notary Public in and for the  
State of Washington,  
Title: NOTARY  
My appointment expires: 07-09-09

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO REFERRED TO AS GOVERNMENT LOT 4, OF SECTION 30, AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, BOTH IN TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, SOUTH 88°30'56" EAST 209.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF TACOMA BY DEED FILED UNDER RECORDING NO. 675229;

THENCE ALONG THE NORTHEASTERLY MARGIN OF SAID TRACT, NORTH 12°27'34" WEST 720.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID MARGIN, NORTH 12°27'34" WEST 96.47 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE 02°22'11" EAST 529.27 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 88°34'37" EAST 1902.47 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, SOUTH 01°51'56" WEST 827.33 FEET;

THENCE NORTH 88°32'19" WEST 269.12 FEET;

THENCE NORTH 01°27'29" EAST 40.25 FEET;

THENCE NORTH 42°37'52" WEST 62.44; FEET; THENCE NORTH 01°10'04" EAST 79.92 FEET;

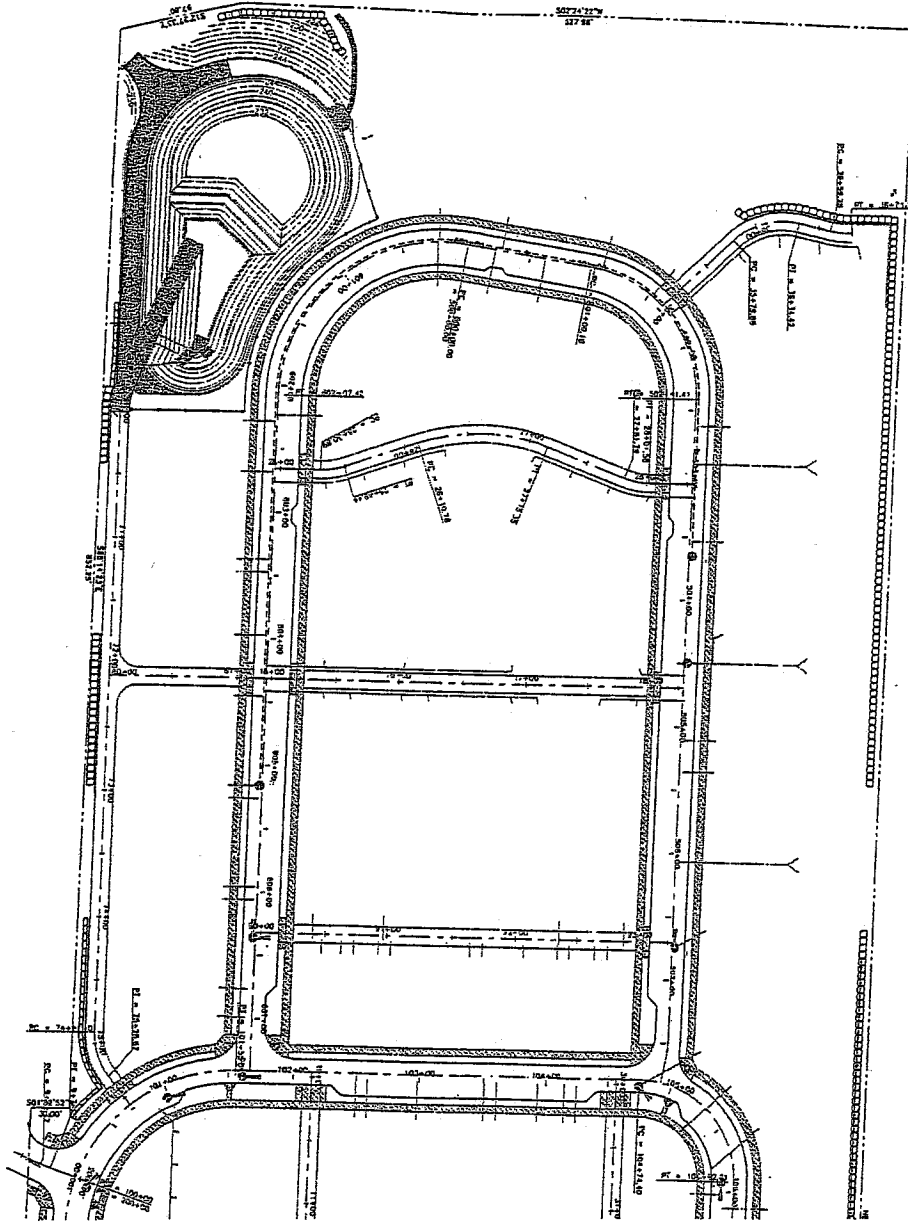
THENCE NORTH 88°14'24" WEST 716.65 FEET;

THENCE NORTH 01°32'51" EAST 30.00 FEET;

THENCE NORTH 88°14'24" WEST 852.25 FEET TO THE TRUE POINT OF BEGINNING.



## EXHIBIT B



Note:

Private sanitary sewer system to include all force main, and gravity main in private lanes only.

## EXHIBIT C

### LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO REFERRED TO AS GOVERNMENT LOT 4, OF SECTION 30, AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, BOTH IN TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, SOUTH 88°30'56" EAST 209.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF TACOMA BY DEED FILED UNDER RECORDING NO. 675229;

THENCE ALONG THE NORTHEASTERLY MARGIN OF SAID TRACT, NORTH 12°27'34" WEST 720.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID MARGIN, NORTH 12°27'34" WEST 96.47 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE 02°22'11" EAST 529.27 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 88°34'37" EAST 1902.47 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, SOUTH 01°51'56" WEST 827.33 FEET;

THENCE NORTH 88°32'19" WEST 269.12 FEET;

THENCE NORTH 01°27'29" EAST 40.25 FEET;

THENCE NORTH 42°37'52" WEST 62.44 FEET; THENCE NORTH 01°10'04" EAST 79.92 FEET;

THENCE NORTH 88°14'24" WEST 716.65 FEET;

THENCE NORTH 01°32'51" EAST 30.00 FEET;

THENCE NORTH 88°14'24" WEST 852.25 FEET TO THE TRUE POINT OF BEGINNING.



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER**  
**SUBJECT: STORMWATER FACILITIES MAINTENANCE AGREEMENT AND**  
**RESTRICTIVE COVENANT – OLYMPIC DRIVE LAND LLC, OLYMPIC**  
**MIXED USE DEVELOPMENT**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

The City has required private on-site storm water detention facilities to be constructed in conjunction with the Olympic Mixed Use Development project located at 5225 Olympic Drive (Parcel No. 0221177046). As specified in the Gig Harbor Municipal Code, Section 14.20.530, a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the City a nonexclusive right-of-entry onto those portions of the property immediately adjacent to the storm water facilities for the purpose of inspection of the facilities, and further requires that the property owner perform their own regular inspection and maintenance of the facilities at the property owner's expense.

The City's standard Storm Water Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the agreement is requested.

**FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreement.

**RECOMMENDATION**

I recommend that the Council approve this agreement as presented.

**AFTER RECORDING, RETURN TO:**

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

Document Title: **STORM WATER FACILITIES MAINTENANCE  
AGREEMENT AND RESTRICTIVE COVENANT**

Grantor: Olympic Drive Land, LLC

Grantee: City of Gig Harbor

Legal Description: *Section 17 Township 21 Range 02 Quarter 31*  
The complete legal description may be found on page 8 of  
the document.

Property Tax Parcel No.: 0221177046

Reference No. of Documents Assigned or Released: \_\_\_\_\_

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this 23<sup>rd</sup> day of October, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Olympic Drive Land, LLC, a Limited Liability Corporation under the Laws of the State of Washington, residing at 2727 Hollycroft Ste 410, Gig Harbor, Washington (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as , 5225 Olympic Drive (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of North Pacific Design, Inc. on October 23, 2006, (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

## TERMS

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

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

To the Owner:  
Olympic Drive Land, LLC  
2727 Hollycroft St. STE 410  
Gig Harbor, WA 98335

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.


Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

THE CITY OF GIG HARBOR

OWNER : OLYMPIC DRIVE LAND, LLC

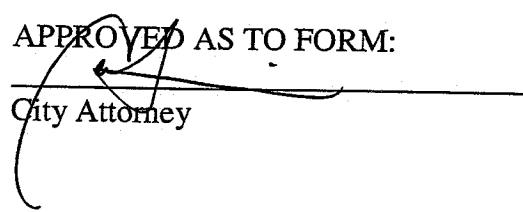
By: \_\_\_\_\_  
Its Mayor

By:   
Print Name: GORDON D. RUSH

ATTEST:

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

APPROVED AS TO FORM:

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



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that Gordon D. Rush 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 Managing Member of Olympic Drive Land, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 23, 2006



Cyrena Westenhaver  
Notary Public in and for the  
State of Washington,  
Title: NOTARY PUBLIC  
My appointment expires: 7/17/2010

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF P I E R C E                )

I certify that I know or have satisfactory evidence that Charles L. Hunter 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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

EXHIBIT A

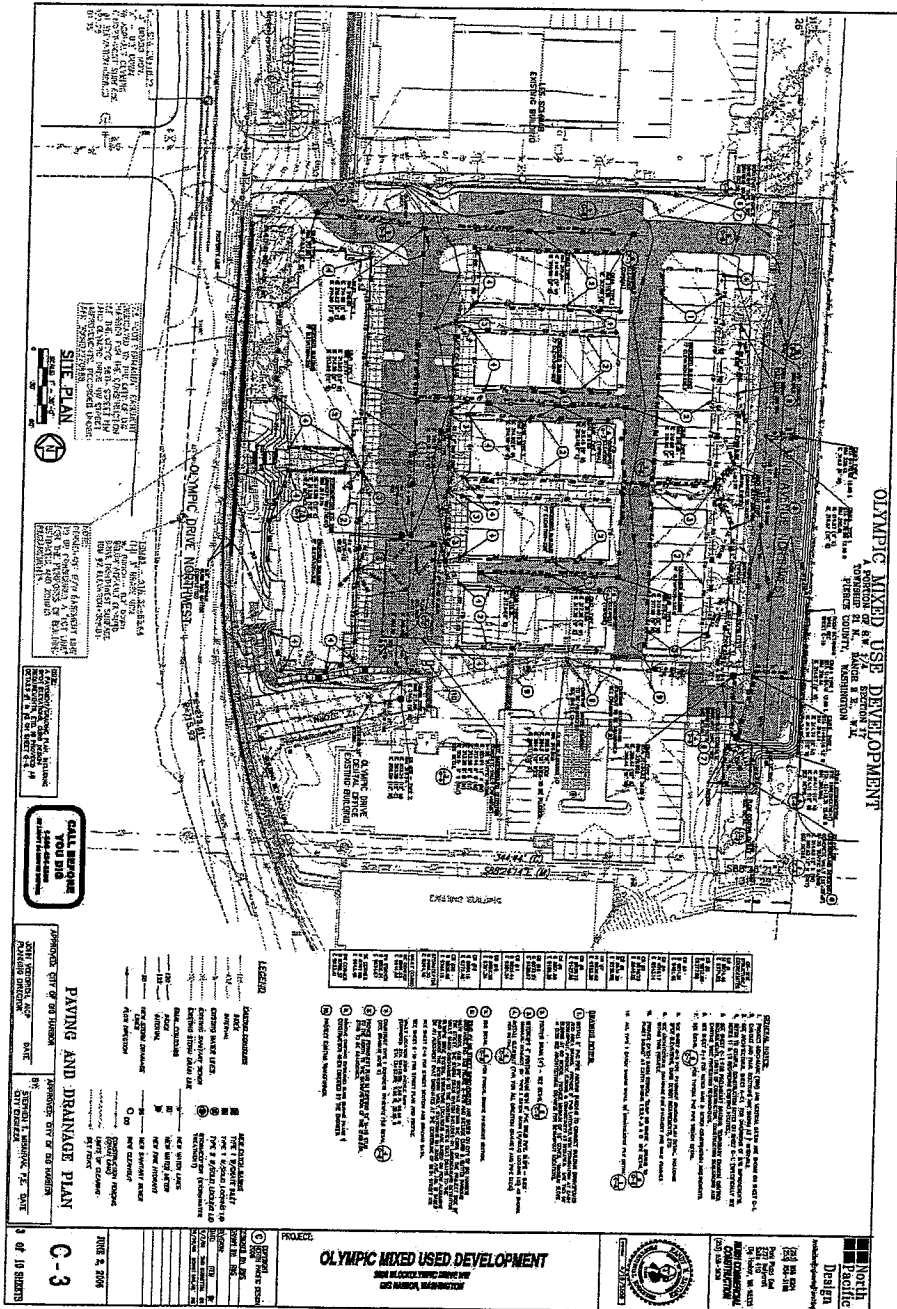
LEGAL DESCRIPTION

LOT 4 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 20010418594, IN PIERCE COUNTY, WASHINGTON, EXCEPT THEREFROM THAT PORTION LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4 OF SAID SHORT PLAT; THENCE NORTH 88 45' 45" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 321.18 FEET TO THE TRU POINT OF BEGINNING OF THE HERIN DESCRIBED LINE;

THENCE SOUTH 01 18' 58" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 88 45' 515" WEST A DISTANCE OF 78.56 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF OLYMPIC DRIVE NW AND THE TERMINUS OF THE HERIN DESCRIBED LINE.

# EXHIBIT B





"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: STORMWATER FACILITIES MAINTENANCE AGREEMENT AND**  
**RESTRICTIVE COVENANT**  
**WILHELMSON SHORT PLAT - R-ANDERSON LLC**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

The City has required a private on-site storm water detention facility to be constructed in conjunction with the Wilhelmson Short Plat owned by R-Anderson LLC and located at 6717 Cascade Ave.. (Parcel No. 0221084144). As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the city a nonexclusive right-of-entry onto those portions of the property immediately adjacent to the storm water facilities for the purpose of inspection of the facilities, and further requires that the property owner perform their own regular inspection and maintenance of the facilities at the property owner's expense.

The City's standard Storm Water Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the agreement is requested.

**FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreement.

**RECOMMENDATION**

I recommend that the Council approve this agreement as presented.

AFTER RECORDING RETURN TO:

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

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

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

Storm Water Facilities Maintenance Agreement and Restrictive Covenant

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

R-Anderson LLC

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

City of Gig Harbor

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

That part of Government Lot 5 in Section 8, Township 21 North, Range 2 East, W.M.

**Assessor's Property Tax Parcel or Account Number:**

0221084144

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and R-Anderson LLC, a Limited Liability Company organized under the laws of the State of Washington, located and doing business at 2636 Holly Bluff Court, Gig Harbor WA 98335 (hereinafter "Owner").

### R E C I T A L S

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Wilhelmson Short Plat, located at 6717 Cascade Blvd (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Essayons Consulting Engineers Inc. on 8/28/06 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

## T E R M S

**Section 1. Construction and Maintenance.** Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

**Section 2. No Removal.** No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

**Section 3. Access.** The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

**Section 4. Repairs, Failure of Owner to Maintain.** If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

**Section 5. Cost of Repairs and/or Maintenance.** The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

**Section 6. Notice to City of Repairs and/or Maintenance.** The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

**Section 7. Rights Subject to Permits and Approvals.** The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

**Section 8. Terms Run with the Property.** The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure



to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

**Section 9. Notice.** All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:

R-Anderson LLC  
2636 Holly Bluff Court  
Gig Harbor, WA 98335

**Section 10. Severability.** Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

**Section 11. Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

**Section 12. Governing Law, Disputes.** Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

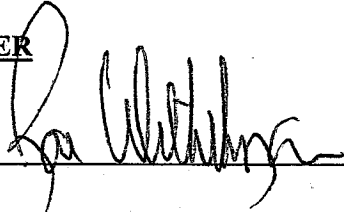
**Section 13. Integration.** This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

**THE CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Charles L. Hunter  
Its Mayor

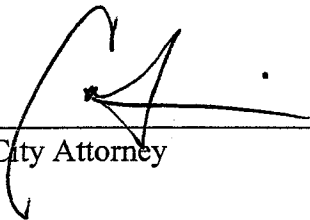
**OWNER**

By:  \_\_\_\_\_  
Print Name: Ron Wilhelmson  
Title: Managing Member

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that Charles L. Hunter 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.

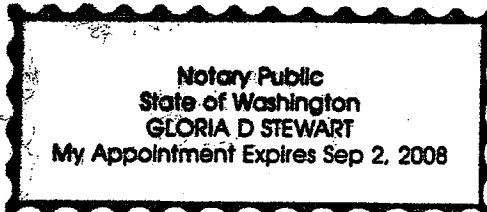
DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that RON WILHELMSON 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 MANAGING MEMBER of R-ANDERSON LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: SEPT 26' 2006



Gloria D. Stewart  
Notary Public in and for the  
State of Washington,  
Title: Notary  
My appointment expires: 9-2-08

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

THAT PART OF GOVERNMENT LOT 5 IN SECTION 8, TOWNSHIP 21 NORTH,  
RANGE 2 EAST OF THE W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 5 WHICH IS 40 RODS  
EAST OF THE NORTHWEST CORNER OF SAID ;

THENCE SOUTH 15 RODS;

THENCE EAST TO THE MEANDER LINE OF PUGET SOUND;

THENCE NORTHWESTERLY ALONG SAID MEANDER LINE TO THE  
NORTHEAST CORNER OF SAID LOT 5;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 5 TO THE POINT OF  
BEGINNING;

EXCEPT THEREFROM THE WEST 30 FEET.

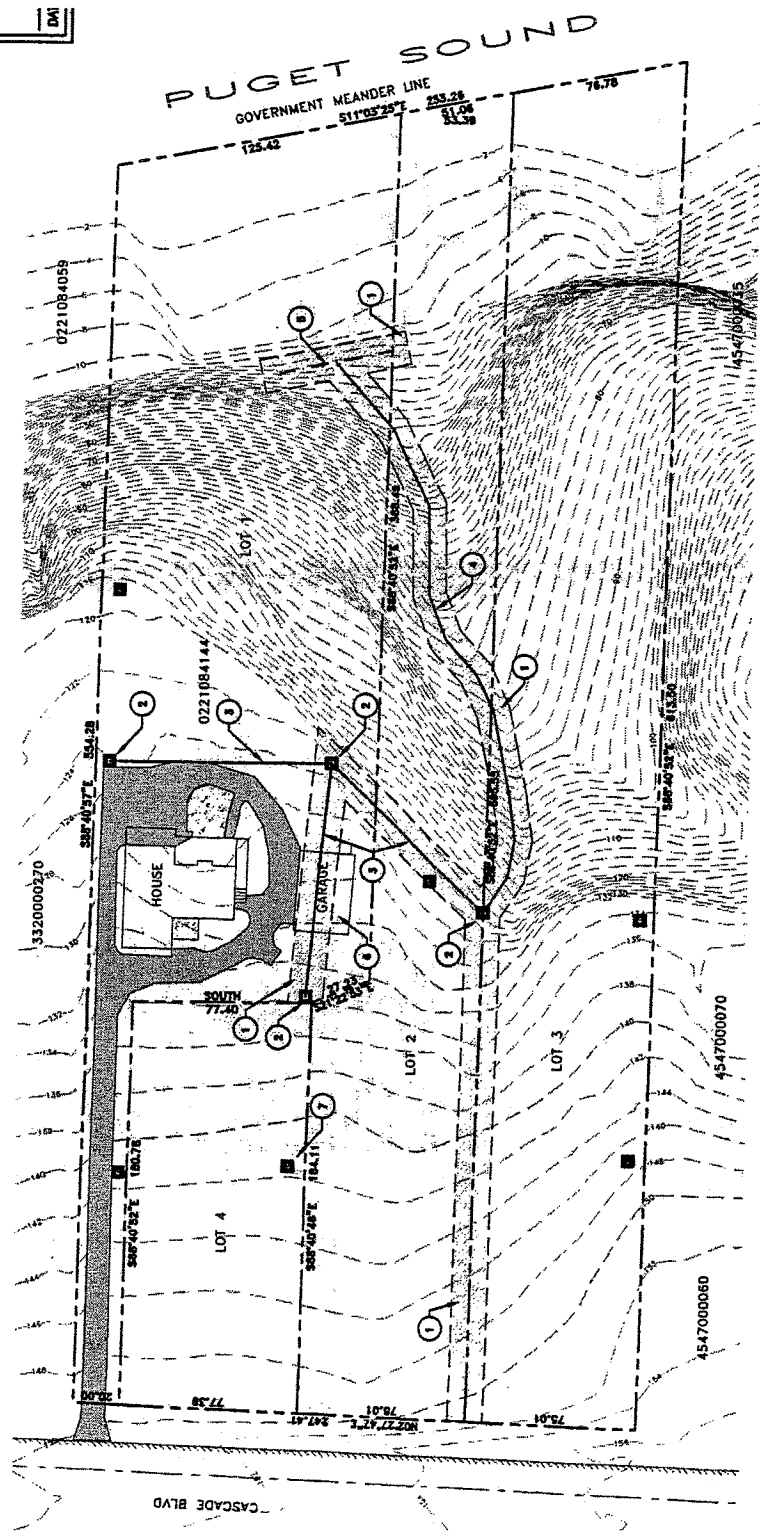
TOGETHER WITH TIDELANDS ABUTTING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

# EXHIBIT B DRAINAGE SYSTEM DRAWING

ICIT  
 AP S C  
 DM  
 SHEET INDEX:  
 1. PLAN  
 2. DETAILS

WILHELMSON SHORT PLAT  
 A PORTION OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 02 EAST  
 PIERCE COUNTY, WASHINGTON  
 PARCEL - 0221084144





**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS**  
**SUBJECT: PURCHASE AUTHORIZATION – DISSOLVED OXYGEN ANALYZER**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

An identified Sewer Objective in the 2006 Budget is to purchase and install Optical Dissolved Oxygen Analyzers at the Wastewater Treatment Plant.

Price quotations for (4) Optical Dissolved Oxygen Analyzers, including Sensors and Sunshades were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The price quotations are summarized below:

| <u>Vendors</u>              | <u>Total</u>                |
|-----------------------------|-----------------------------|
| Bainbridge Associates, Inc. | \$12,260.00 + tax & freight |

The only price quotation received was from Bainbridge Associates, Inc. in the amount of \$12,260.00, not including tax and freight.

**ISSUES/FISCAL IMPACT**

This work was anticipated in the adopted 2006 Budget, identified under the Sewer Operating Fund, Objective #6, and is within the allocated amount of \$26,000.00.

**RECOMMENDATION**

I recommend that Council authorize the purchase of the Optical Dissolved Oxygen Analyzers from Bainbridge Associates, Inc. as the lowest vendor, for their price quotation proposal amount of Twelve Thousand Two Hundred Sixty Dollars (\$12,260.00).





## **ADMINISTRATION**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**  
**DATE: NOVEMBER 13, 2006**  
**SUBJECT: SECOND READING - 2006 PROPERTY TAX LEVY ORDINANCE**

### **INTRODUCTION**

This is the first reading of an ordinance setting the 2006 property tax levy for collection in 2007.

### **POLICY CONSIDERATIONS**

The 2007 preliminary budget plans a total levy for collection in 2007 in the amount of \$1,497,699. This consists of a \$14,546 property tax increase over the current levy, \$23,377 resulting from new construction, \$2,743 resulting from annexations and a \$2,433 levy for refunds. This is a total increase of \$43,099 over the current levy.

The total excess levy which will be used to pay the debt service on the Eddon Boat bond is \$300,000. This calculates to a preliminary rate of \$0.2086 per thousand dollars of assessed valuation.

### **FINANCIAL**

Property taxes are approximately 5% of the proposed 2005 General Fund revenue budget and 77% of the proposed 2007 Street Fund operating budget.

Total assessed valuation for the city increased 43% from 2005 to \$1,448,681,937. Total assessed valuation for the excess levy is \$1,437,988,732.

### **RECOMMENDATION**

I recommend adoption of this ordinance.



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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,  
LEVYING THE GENERAL PROPERTY TAXES IN THE AMOUNT OF  
\$1,497,699 AND EXCESS PROPERTY TAXES IN THE AMOUNT OF  
\$300,000 FOR THE CITY OF GIG HARBOR FOR THE FISCAL  
YEAR BEGINNING JANUARY 1, 2007.**

---

WHEREAS, the City Council of the City of Gig Harbor attests that the City population is 6,765; and

WHEREAS, the City Council of the City of Gig Harbor have properly given notice of the public hearing held October 23, 2006 to consider the City's General Fund revenue sources for the 2007 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council of the City of Gig Harbor held a meeting on October 23, 2006 and considered its budget for the 2007 calendar year; and

WHEREAS, the City Council of the City of Gig Harbor after a public hearing held on October 23, 2005, and after duly considering all relevant evidence and testimony presented, determined that the City of Gig Harbor requires a regular levy in the amount of one million four hundred ninety seven thousand six hundred ninety nine dollars and no cents (\$1,497,699.00), which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and the amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the city and in its best interest; and

WHEREAS, the City Council of the City of Gig Harbor determined that the City of Gig Harbor requires an excess levy in the amount of three hundred thousand dollars and no cents (\$300,000.00) in order to provide debt service for the 2005 Unlimited Tax General Obligation Bond.

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington ORDAINS as follows:

Section 1. An increase in the regular property tax levy is hereby authorized for the 2006 levy in the amount of fourteen thousand five hundred forty six dollars and no cents (\$14,546.00) which is a percentage increase of 1% from the previous year.

Section 2. The Property tax excess levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2007, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$1,437,988,732. Taxes levied upon this value shall be:

Approximately \$0.2086 per \$1,000 assessed valuation, producing an estimated amount of three hundred thousand dollars and no cents (\$300,000.00) for 2005 Unlimited Tax General Obligation Bond debt service.

Section 3. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after the date of its publication.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 13th day of November, 2006.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris, City Attorney

Filed with city clerk: 10/18/06

Passed by the city council:

Date published:

Date effective:



## **COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF AN ORDINANCE RELATING TO ANNEXATION**  
**AND ZONING - McCORMICK RIDGE LLC (ANX 04-04)**  
**DATE: NOVEMBER 13, 2006**

### **INFORMATION/BACKGROUND**

The City received a complete Notice of Intention to Commence Annexation Proceedings from McCormick Ridge LLC for a proposal to annex approximately 38 acres of property located west of Canterwood Boulevard, adjacent to the existing City limits and within the City's Urban Growth Area (UGA). At the October 24, 2005 meeting, the City Council accepted the Notice of Intention and authorized the circulation of an annexation petition.

The City received petitions for annexation on May 18, and June 1, 2006, which were subsequently certified by the Pierce County Office of the Assessor-Treasurer on June 30, 2006 as being legally sufficient.

At the conclusion of a public hearing on August 14, 2006, the Council passed Resolution No. 684 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration. The Boundary Review Board deemed the annexation approved on October 11, 2006.

Adoption of an Ordinance annexing the property and establishing zoning is in order. The City Attorney has reviewed and approved the attached Ordinance for your consideration.

### **POLICY CONSIDERATIONS**

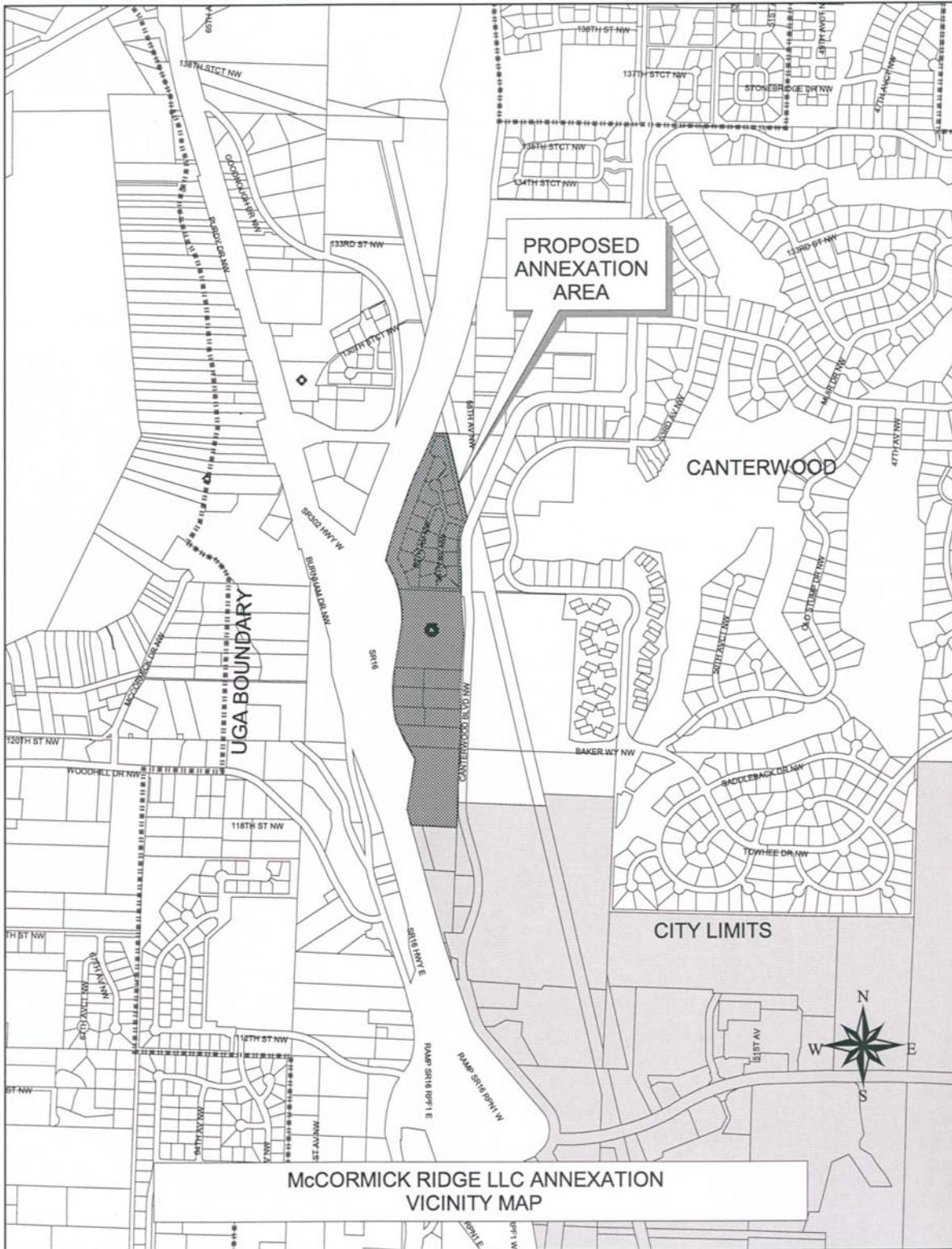
None.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

I recommend that the Council approve the Ordinance as presented.





Pierce County

Boundary Review Board

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7156 • FAX (253) 798-3680

October 11, 2006

RECEIVED  
CITY OF GIG HARBOR  
OCT 13 2006  
COMMUNITY  
DEVELOPMENT

John P. Vodopich, Community Development Director  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Proposed Annexation to City of Gig Harbor – McCormick Ridge A-06-6

Dear Mr. Vodopich:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on August 21, 2006, and the Board's jurisdiction has not been invoked.

Accordingly, as provided by RCW 36.93.100, the subject proposal is deemed approved by the Boundary Review Board.

The City of Gig Harbor needs to submit a certified copy of its final ordinance, along with the attached legal description, formally extending its boundaries to accomplish completion of the proposal. The ordinance should come directly to the Boundary Review Board for distribution to all concerned County departments.

Sincerely,

Toni Fairbanks  
Chief Clerk

f:\clerk\brb\annexation\A-06-6 Route.doc  
Enclosure

c: Clare Hardie; 2906 North Union Ave; Tacoma WA 98407  
Michael Baechler; 12520 59th Ave NW; Gig Harbor WA 98332



**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 88 ACRES OF PROPERTY LOCATED WEST OF CANTERWOOD BOULEVARD (ANX 04-04), ADOPTING SINGLE-FAMILY RESIDENTIAL (R-1) AND MEDIUM-DENSITY RESIDENTIAL (R-2) ZONING, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.**

---

WHEREAS, the City of Gig Harbor received a Notice of Intent to Annex approximately 38 acres of property located west of Canterwood Boulevard, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on October 24, 2005, the City Council met with the initiators of the petition and voted (Dick/Ruffo, 6-1-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) and Medium-Density Residential (R-2) zoning, requiring that the property owners assume all of the existing indebtedness of the area being annexed, and requiring the submission of a wetland report; and

WHEREAS, on May 18 and June 1, 2006, petitions for annexation of the property described in Exhibit A and graphically depicted on Exhibit B were received by the City; and

WHEREAS, on June 30, 2006, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B; and

WHEREAS, On April 24, 2006, the applicant submitted of a wetland analysis report for the subject property pursuant to GHMC Section 18.08.090; and

WHEREAS, the wetland report has been reviewed and determined to be in conformance with the Gig Harbor Municipal Code.

WHEREAS, the property described in Exhibit A and graphically depicted on Exhibit B proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in December, 2004, established the land use map designation for this area as Residential Low and Residential Medium, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Single-Family Residential (R-1) and Medium-Density Residential (R-2) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low and Residential Medium; and

WHEREAS, on August 14, 2006, the City Council, following a public hearing on the annexation petition, voted (Payne/Dick, 6-0-0) to declare its intent to authorize and approve the annexation and the proposed pre-annexation Single-Family Residential (R-1)

and Medium-Density Residential (R-2) zoning for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval (Resolution No. 684); and

WHEREAS, on August 16, 2006, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on August 29, 2006, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as August 21, 2006, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on October 5, 2006; and

WHEREAS, on October 11, 2006, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described and graphically depicted in Exhibit A; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's of October 23<sup>rd</sup> and November 13<sup>th</sup>, 2006; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately 38 acres of property located west of Canterwood Boulevard, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately 38 acres of property located west of Canterwood Boulevard, adjacent to



the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and

- B. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be zoned as Single-Family Residential (R-1) and Medium-Density Residential (R-2), in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Community Development Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established in Section 1.

Section 3. The Gig Harbor City Clerk hereby declares the property described in Exhibit A and graphically depicted in Exhibit B to be contiguous with the boundaries of the City of Gig Harbor.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance with the Office of the Pierce County Auditor.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 13<sup>th</sup> day of November 2006.

APPROVED:

---

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

---

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
CAROL A. MORRIS

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

**Exhibit A**  
**McCORMICK RIDGE LLC ANNEXATION (ANX 04-04)**  
**LEGAL DESCRIPTION**

**ANNEXATION LEGAL**

(ANX 04-04)

That portion of the Southeast quarter and the Northeast quarter of Section 25, Township 22 North, Range 01 East of the Willamette Meridian, in Pierce County, Washington.

**Beginning** at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 25, Township 22 North, Range 1 East of the Willamette Meridian, also said point being on the Westerly right of way line of Canterwood Boulevard N.W.; Thence South along the East line of said Northwest quarter of the Southeast to the Southwest corner of Lot 1, Pierce County Large Lot Subdivision #2970, and the **True Point of Beginning**;

**Thence** continuing South along the East line of said Northwest quarter of the Southeast quarter to the Southeast corner of the North half of the Northwest quarter of the Southeast quarter;

**Thence** West to the Easterly right of way line of S.R. #16;

**Thence** Northwesterly along last said Easterly right of way line to the North line of the Northwest quarter of the Southeast quarter;

**Thence** continuing Northwesterly along last said Easterly right of way to the Southwest corner of the Short Plat recorded under A.F.N. 79-214, records of Pierce County, Washington;

**Thence** continuing Northwesterly along said Easterly right of way to the Northwest corner of said Short Plat, also being the Southwest corner of the Short Plat recorded under A.F.N. 79-351, records of Pierce County, Washington;

**Thence** continuing Northwesterly along said Easterly right of way to the Northwest corner of last said Short Plat, also being the Southwest corner of the Condominium Plat of McCormick Ridge, a condominium recorded under A.F.N. 200309085001, records of Pierce County, Washington;

**Thence** continuing Northwesterly along said Easterly right of way to the Northwest corner of last said condominium, also being the Southwest corner of the Plat of Springhill Estates recorded under A.F.N. 9210010443, records of Pierce County, Washington;

**Thence** continuing Northwesterly and Northeasterly along said Easterly right of way to the Northwest corner of said Plat of Springhill Estates and the North line of the Northeast quarter of said Section 25;

**Thence** East along said North line of the Plat of Springhill Estates to the Northeast corner of said Plat, also being on the Westerly right of way line of the Tacoma-Lake Cushman Transmission Line Right of Way;

**Thence** Southeasterly along said Westerly right of way to the Westerly right of way line of Canterwood Boulevard N.W.;

**Thence** Southeasterly along a line projected and perpendicular to the West line of Canterwood Boulevard N.W. to intersect the East line of said right of way;

**Thence** Southerly along said Easterly right-of-way line to the South line of Lot 1, Pierce County Large Lot Subdivision #2970 and the boundary of City of Gig Harbor as established by Ordinance 746, dated January 27, 1997;

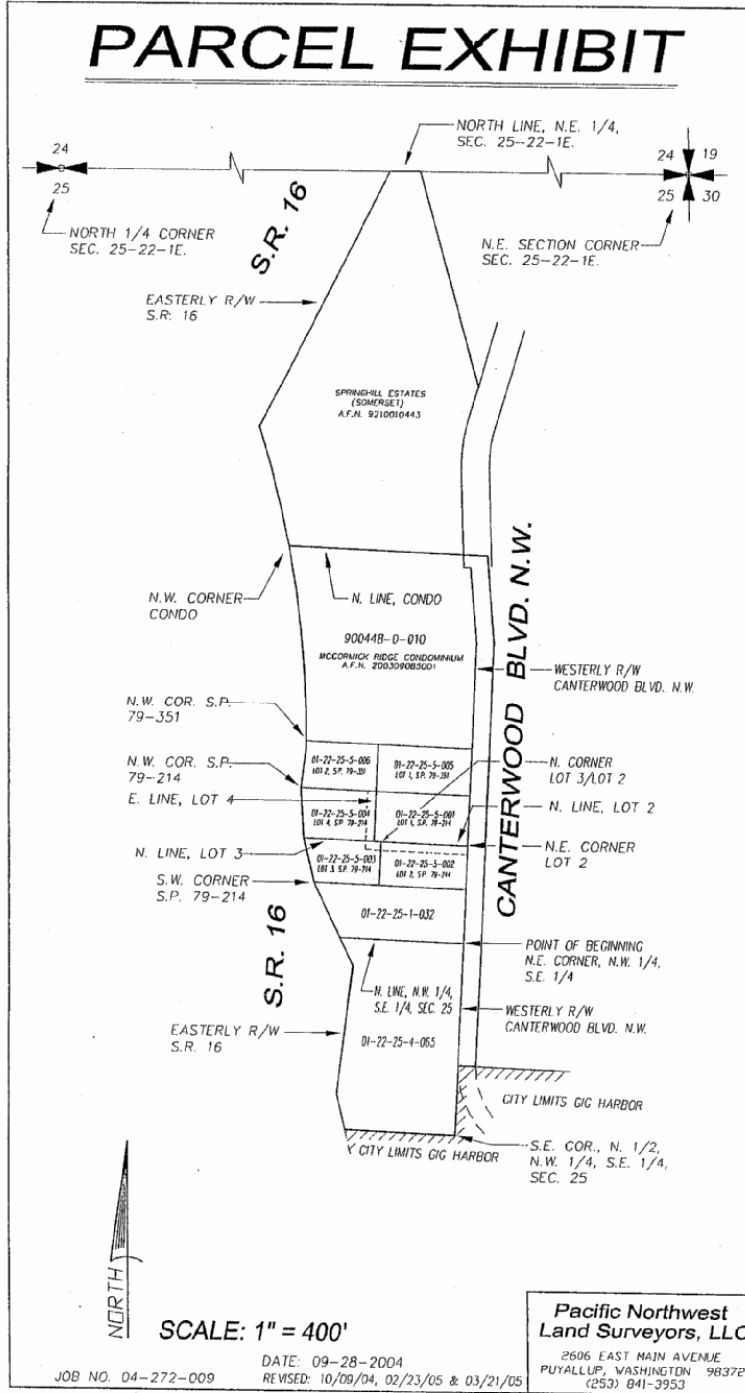
**Thence** Westerly along said City boundary to the **True Point of Beginning**.

04272revisedlegals.doc

9/28/04 dds/jjn revised 11/9/04 jjn/dds revised 02/23/05 jjn/dds revised 03/21/05 jjn/dds revised 04/07/05

*Acceptable to  
B&B 7/11/05*

**Exhibit B**  
**MCCORMICK RIDGE LLC ANNEXATION (ANX 04-04)**  
**ANNEXATION AREA MAP**



*Acceptable to BLS  
 Review 9/10*



**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF AN ORDINANCE CHANGING THE**  
**MEETING TIME OF REGULAR CITY COUNCIL MEETINGS**  
**DATE: NOVEMBER 13, 2006**

**INFORMATION/BACKGROUND**

At the October 9, 2006 meeting, the City Council directed staff to prepare an Ordinance which would change the meeting time of regular City Council meetings from 7:00 PM to 6:00 PM. Discussion at that meeting also included the possibility of changing the day of the week on which regular City Council meetings are held.

The City Attorney has prepared the Ordinance as presented.

**RECOMMENDATION**

I recommend Council approval of the Ordinance as presented changing the meeting time from 7:00 PM to 6:00 PM.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CITY COUNCIL MEETINGS, CHANGING THE TIME OF REGULAR CITY COUNCIL MEETINGS FROM 7:00 P.M. TO 6:00 P.M. ON THE SECOND AND FOURTH MONDAYS OF EACH MONTH, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.04.010.**

---

WHEREAS, the City Council wishes to change the time of its regular meetings from 7:00 p.m. to 6:00 p.m. to benefit those who come to the meetings to submit public comment, to give consideration to technical professionals and city staff, and to more closely reflect other city commission and board meeting times; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of October 23<sup>rd</sup> and November 13<sup>th</sup> 2006; Now, Therefore,

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

Section 1. Section 2.04.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.04.010 Meeting day and time.** The second and fourth Mondays of each an every month are declared to be and designated as the regular and official meeting days of the city council of the city and the meetings shall be conducted on such days commencing at ~~7:00~~6:00 p.m.; provided however, that in the event any of the regular and official meeting days fall upon a legal holiday, the regular and official meeting day shall be on the Tuesday following the second and fourth Monday of each month.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 13<sup>th</sup> day of November, 2006.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
CAROL A. MORRIS

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





## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PUBLIC HEARING AND RESOLUTION - DEVELOPMENT**  
**AGREEMENT WITH HARBOR HILL LLC**  
**DATE: NOVEMBER 13, 2006**

### INFORMATION/BACKGROUND

The Hearing Examiner approved, with conditions the applications for site plan review, site-specific rezone, and design review for the proposed Costco Wholesale warehouse facility on August 1, 2006. This Decision was not appealed and is final.

Specifically, condition 29 stated that "all conditions of design review established by the DRB and set forth in Exhibit 18 are incorporated in full as conditions of this Decision."

The Gig Harbor Municipal Code calls for locating structures near the front setback line and minimizing parking in front of buildings (GHMC 17.99.300 (B) and .330 (H)). In order to comply with this section of code, the Developer proposed a phased approach to the construction of frontage buildings on the site. The Design Review Board (DRB) recommended that the City and Harbor Hill LLC enter into a binding commitment that runs with the land that provides for damages to be paid to the City if certain timelines are not met.

City staff and representatives of Harbor Hill LLC have been discussing the terms of a Development Agreement consistent with the DRB's recommendation and Hearing Examiner's approval.

The Development Agreement calls for the building and obtaining of shell Certificates of Occupancy for buildings A and B within eighteen (18) months of Costco passing its foundation inspection, and the building and obtaining of shell Certificates of Occupancy for buildings C, D, and E within thirty (30) months of Costco passing its foundation inspection.

The Developer is required to execute a Cash Set Aside in the amount of one-hundred and fifty thousand dollars (\$150,000.00) to ensure performance. Failure to perform by the stated deadlines results in forfeiture of funds to the City based on a sliding scale outlined in Section 10 of the Agreement.

Consideration of this agreement was tabled at the October 23, 2006 meeting so that the City Attorney would have additional time to respond to the October 19, 2006 letter from the attorney from Harbor Hill.

### RECOMMENDATION

I recommend that the Council hold the public hearing; consider public testimony; consider the recommendations of the City Attorney; deliberate; and if necessary, amend the Agreement prior to approval.

Two separate motions will be necessary; one to approve the Development Agreement and one to pass the Resolution executing the Development Agreement.

## RESOLUTION NO. 6

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH HARBOR HILL LLC.**

---

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located south of Borgen Boulevard and west of Harbor Hill Drive, Gig Harbor, Washington, which is legally described in Exhibit A of the Development Agreement, attached hereto and incorporated herein by this reference, on which the Developer intends to develop five (5) store buildings; and

WHEREAS, on November 13, 2006, the City Council held a public hearing on the Development Agreement during a regular public meeting and voted to approve the Development Agreements attached hereto as Exhibits A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with the applicant Harbor Hill LLC.

Section 2. The City Council hereby directs the Community Development Director to record the Development Agreements against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the City Council this 13<sup>th</sup> day of November, 2006.

APPROVED:

\_\_\_\_\_  
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
CAROL A. MORRIS

FILED WITH THE CITY CLERK: //06  
PASSED BY THE CITY COUNCIL: //06  
RESOLUTION NO. 6

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF GIG HARBOR  
AND HARBOR HILL LLC, FOR THE  
COSTCO SHOPPING CENTER RESIDUAL PARCELS**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this 2nd day of October, 2006, by and between the City of Gig Harbor, a Washington municipal corporation, hereinafter the “City,” and Harbor Hill LLC, a limited liability company organized under the laws of the State of Washington, hereinafter the “Developer.”

**RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located south of Borgen Boulevard and west of Harbor Hill Drive, Gig Harbor, Washington, which is legally described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Residual Parcels”), on which the Developer intends to develop five (5) store buildings; and

WHEREAS, the Residual Parcels comprise Residual Parcels A, B, and C, as described on Exhibit A hereto; and

WHEREAS, Developer intends to develop Building A on Parcel A, Building B on Parcel B, and Buildings C, D, and E on Parcel C; and

WHEREAS, the Developer has sold to Costco Wholesale Corporation, a Washington corporation (hereinafter “Costco”), an adjoining parcel of real property (the “Costco Parcel”), on which Costco intends to construct a Costco wholesale store (the “Costco Store”); and

WHEREAS, the Costco Parcel and Residual Parcels together comprise the entirety of the Shopping Center Property, a drawing of which is attached hereto as Exhibit B (hereinafter the “Drawing”); and

WHEREAS, the City’s code requires that primary structures be located near the front setback line (GHMC Section 17.99.300(B)) and the City’s code also requires that parking in front of buildings be minimized (GHMC Section 17.99.330(H)); and

WHEREAS, the construction of Buildings A, B, C, D, and E on the Residual Parcels will partially screen the Costco Store on the Costco Parcel from motorists and pedestrians on Borgen Boulevard, partially mitigating the aesthetic impacts of the Costco Store on such motorists and pedestrians; and

WHEREAS, existing trees within the Residual Parcels also partially screen the Costco Store on the Costco Parcel from motorists and pedestrians on Borgen Boulevard, partially mitigating the aesthetic impacts of the Costco Store on such motorists and pedestrians; and

WHEREAS, as a condition of the City’s approval of the design of the Costco Store on the Costco Parcel, the City requires assurances that the Developer either will preserve existing trees within that portion of the Residual Parcels legally described on Exhibit C attached hereto and incorporated herein by this reference (hereinafter the “Tree Preservation Area”) or will cause Buildings A, B, C, D, and E to be constructed within the time periods set forth in this Agreement (unless an extension is granted by the City as provided in Section 17 herein), as described in Sections A.4, A.6, and A.7 of the Notice of Recommendation dated June 26, 2006, from Jennifer Sitts of the City to Costco (DRB 05-75), which were incorporated into the Hearing Examiner Findings, Conclusions, and Decision dated August 1, 2006 (File Nos. SPR 05-67, REZ 04-35, and DRB 05-75), as modified by an Order Amending Findings, Conclusions and Decision dated August 3, 2006 (hereinafter the “Residual Parcel Conditions”); and

WHEREAS, the City requires the making of this Agreement to assure that the Developer will comply with the City’s code and that future development and use of the Residual Parcels is consistent with the Residual Parcel Conditions and the conditions of the City’s permits and approvals; and

WHEREAS, this Agreement governs the development of the Residual Parcels but does not govern the development or use of the Costco Parcel; and

WHEREAS, the Developer desires to make this Agreement with the City to comply with the City’s code and the Residual Parcel Conditions; and

WHEREAS, the City has the authority to enter into a development agreement with the Developers of real property for the purposes described above; and

WHEREAS, on August 1, 2006, the City Hearing Examiner approved the Costco site plan application and rezone application; and

WHEREAS, on October 23, 2006, the City Council held a public hearing regarding this Agreement; and

WHEREAS, on October 23, 2006, the City Council voted to approve the making of this Agreement, which upon mutual execution, acknowledgment, and delivery shall be recorded in the real property records of Pierce County, Washington.

Now, therefore, the parties hereto agree as follows:

## **AGREEMENT**

**Section 1. The Project.** The Project is the development and use of the Residual Parcels.

**Section 2. The Subject Property.** The Residual Parcels and Project site are legally described in Exhibit A attached hereto and incorporated herein by this reference.

**Section 3. Definitions.** As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “Adopting Ordinance” means the Ordinance which approves this Agreement, as required by RCW 36.70B.200.

b) “Certificate of Occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) “Council” means the duly elected legislative body governing the City of Gig Harbor.

d) “Design Manual” means the Gig Harbor Design Manual, as chapter 17.98 of the Gig Harbor Municipal Code, adopted by the City.

e) “Director” means the City’s Community Development Director or Director of Planning and Building.

f) “Effective Date” means the effective date of the Adopting Ordinance.

g) “Existing Land Use Regulations” means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Residual Parcels, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing

subdivision standards, park regulations, building standards, and other development standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

h) “Landowner” is the party who has acquired any portion of the Residual Parcels from the Developer and who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Developer” is identified in Section 5 of this Agreement.

i) “Project” means the anticipated development of the Residual Parcels, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

**Section 4. Exhibits.** Exhibits to this Agreement are as follows:

- a) Exhibit A – Description of Residual Parcels
- b) Exhibit B – Drawing
- c) Exhibit C – Description of Tree Preservation Area

**Section 5. Parties to Development Agreement.** The parties to this Agreement are:

a) The “City” is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington 98335.

b) The “Developer” or Owner is a private enterprise which owns the Shopping Center Property in fee and whose principal office is located at 19245 Tenth Avenue N.E., Poulsbo, Washington 98370.

c) The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Residual Parcels to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Residual Parcels.

**Section 6. Project is a Private Undertaking.** It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 7. Term of Agreement.** This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall continue in force for a period of two (2) years or until all of the obligations of the Developer as set forth herein have been fully performed to the satisfaction of the City, whichever is later, unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

**Section 8. Further Discretionary Actions.** Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City.



These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

**Section 9. Satisfaction of Residual Parcel Conditions.** The Developer proposes to perform the Residual Parcel Conditions under the following schedule, instead of at the time of construction of the Costco Store. The City agrees to the following schedule, subject to the terms and conditions of this Agreement:

(a) The Developer shall not cut, damage, or remove any tree within the Tree Preservation Area except as necessary for utility installations within thirty (30) feet of any roadway, unless prior to any such cutting, damaging, or removing Developer has obtained from the City a permit for the construction of a Building within the affected Parcel.

(b) Within eighteen (18) months after the date that the Costco Store building passes its foundation inspection, the Developer or its successors and assigns shall have obtained building permits for the construction of Buildings A and B on Residual Parcels A and B, shall have completed shell construction of Buildings A and B, and shall have obtained shell Certificates of Occupancy for Buildings A and B.

(c) Within thirty (30) months after the date that the Costco Store building passes its foundation inspection, the Developer or its successors and assigns shall have obtained building permits for the construction of Buildings C, D, and E on Residual Parcel C, shall have completed shell construction of Buildings C, D, and E, and shall have obtained shell Certificates of Occupancy for Buildings C, D, and E.

**Section 10. Security.** The parties agree that in order to ensure performance by the Developer or Landowner of the provisions of Section 9 of this Agreement, the Developer shall execute a Cash Set Aside Agreement with the City and an appropriate Financial Institution of the Developer's choice, on a form approved by the City Attorney. The Developer shall deposit One Hundred Fifty Thousand Dollars (US\$150,000.00) (the "Security Deposit") into the account with the Financial Institution within three (3) business days after mutual execution and delivery of the Cash Set Aside Agreement, which may occur prior to the Council's public hearing on this Agreement at the City's option. The Cash Set Aside Agreement shall provide that the Financial Institution will hold the Security Deposit in an escrow account invested according to the Developer's instructions. At no time shall any portion of the Security Deposit be released without written authorization from the City. The Security Deposit shall represent the amount of money determined by the City to be adequate to secure performance with the City's codes and the conditions of Section 9 of this Agreement, because the Developer's performance under this Agreement does not constitute an optional phasing plan for development of the Property. In the event that the Developer shall not have performed as required by Section 9 of this Agreement on the dates established herein, then the Financial Institution shall, upon the demand of the City, remit the Security Deposit to the City within two (2) business days after the demand, based on the following schedule:

(a) For each of the first fourteen (14) days of Developer's delay, the Financial Institution will remit \$500 to the City.

(b) On the fourteenth (14<sup>th</sup>) day of Developer's delay, the Financial Institution will remit \$43,000 to the City.

(c) For each of the next fourteen (14) days of Developer's delay, the Financial Institution will remit \$1,000 to the City.

(d) On the twenty-eighth (28<sup>th</sup>) day of Developer's delay, the Financial Institution will remit \$86,000 to the City.

The Financial Institution shall have no duty or right to evaluate the correctness or appropriateness of the City's demand and shall not interplead or in any manner delay payment of the Security Deposit to the City. The Cash Set Aside Agreement shall provide that if the Developer performs as required by Section 9 of this Agreement, as acknowledged by the City in a Resolution adopted for this purpose, then the City will authorize the Financial Institution to release the Security Deposit to the Developer. Otherwise, if the Developer does not perform as required by Section 9 of this Agreement, then the City shall retain all of the Security Deposit. Within ten (10) business days after the Developer has obtained shell Certificates of Occupancy for Buildings A, B, C, D, and E, the City shall deliver to the Financial Institution written instructions that the remainder of the Security Deposit shall be paid to the Developer. The Security Deposit shall represent the entire liability of the Developer and the Landowner for any default under Section 9 of this Agreement.

#### **Section 11. Default.**

A. Subject to extensions of time by mutual consent in writing by the duly authorized representatives of the parties, failure or delay by the Developer to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the City shall give the Developer and/or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, Developer and/or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the City may, at its option, demand that the Security Deposit in the Cash Set Aside account be turned over to the City as provided in Section 10 or institute legal proceedings against the Developer and/or Landowner to whom the City gave notice of default under this Section 11 pursuant to this Agreement for specific performance and to enforce the City's Codes. Notwithstanding the foregoing, the Developer and the Landowner shall have no liability to the City for any default under Section 9 of this Agreement except the payment of the Security Deposit, which may be remitted to the City by the Financial Institution as provided under Section 10 of this Agreement.

**Section 12. Annual Review.** The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement.

**Section 13. Termination.** This Agreement shall expire and/or terminate as provided below:

This Agreement shall terminate upon the expiration of the term identified in Section 7 as long as all of the Developer's obligations in connection therewith have been fully complied with, including the obligations required by this Agreement, as determined by the City. Upon satisfaction of all obligations and termination of this Agreement, the City shall pass a Resolution, which shall be recorded against the Property in a form satisfactory to the City Attorney, indicating that the Agreement has been terminated.

**Section 14. Effect of Termination on Developer Obligations.** Termination of this Agreement as to the Developer of the Residual Parcels or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Residual Parcels, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

**Section 15. Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Residual Parcels, at least 30 days in advance of such action.

**Section 16. Covenants Running with the Land.** This Agreement shall be recorded against the Property legally described in Exhibit A, and the conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Residual Parcels, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Residual Parcels, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Residual Parcels sold, assigned or transferred to it.

**Section 17. Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations during the next two (2) years, as the City Council may deem

necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations two (2) years from the anniversary date of the Effective Date of this Agreement.

**Section 18. Releases.** Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 19. Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**The City of Gig Harbor**  
Attn: Community Development Director  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

**Harbor Hill LLC**  
Attn: President  
19245 Tenth Avenue N.E.  
Poulsbo, WA 98370  
(360) 697-6626

City Attorney  
Carol Morris  
P.O. Box 948  
Seabeck, WA 98380-0948

**Section 20. Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above the fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This Agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the development of the Residual Parcels, are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

**Section 21. Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

**Section 22. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

**Section 23. Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

**HARBOR HILL LLC**

**CITY OF GIG HARBOR**

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KITSAP   )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public in and for the State of Washington, personally appeared JON ROSE, personally known to me (or

proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of HARBOR HILL LLC to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF PIERCE                            )

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Exhibit A  
The Residual Parcels

Parcels A, B, and C of Gig Harbor Binding Site Plan for Harbor Hill, as recorded under recording number 200609185002, Records of Pierce County, Washington.



Exhibit B  
Drawing of Shopping Center Property

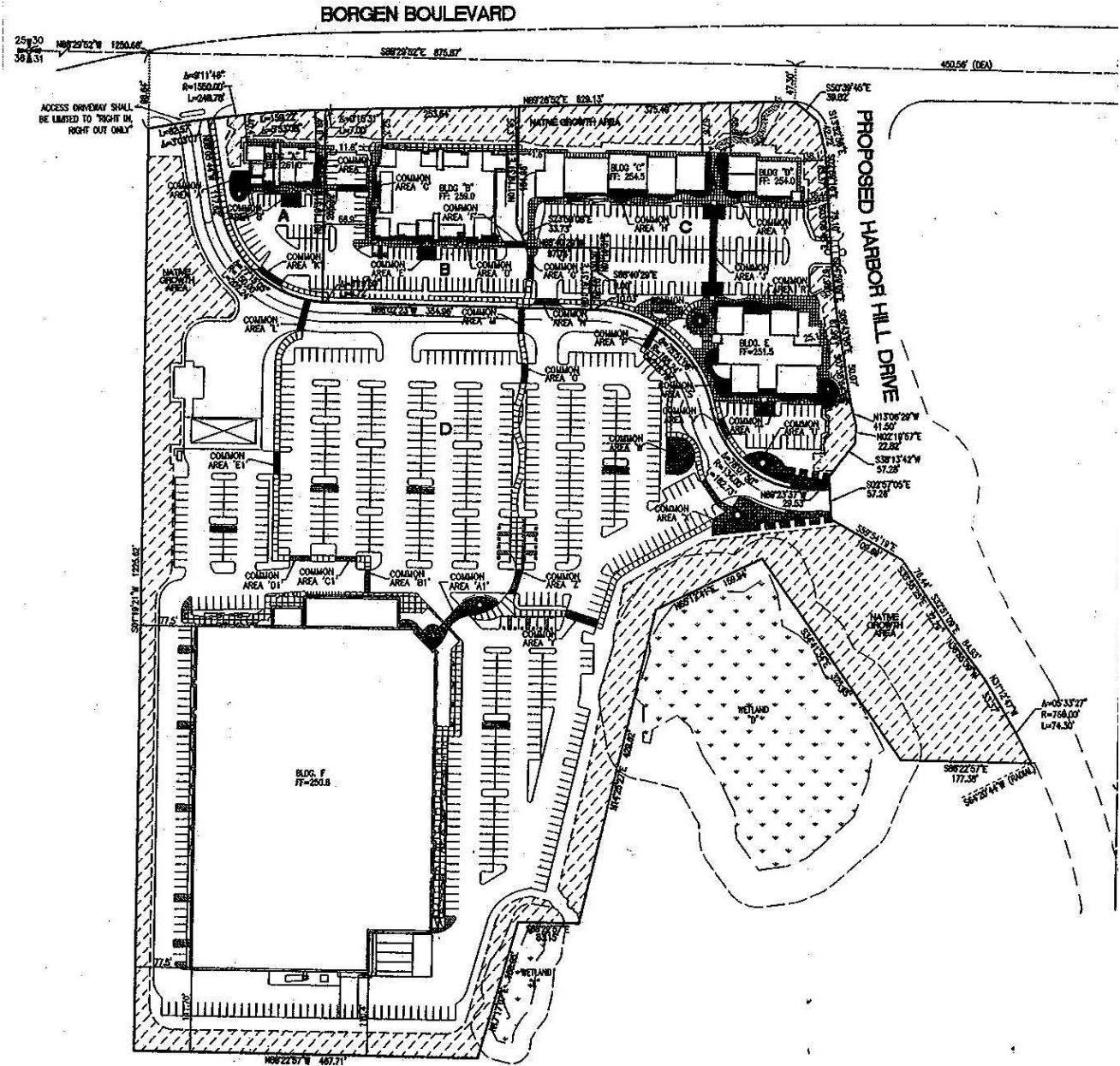


Exhibit C  
Tree Preservation Area

Parcels A, B, and C of Gig Harbor Binding Site Plan for Harbor Hill, as recorded under recording number 200609185002, Records of Pierce County, Washington.



## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PUBLIC HEARING - RESOLUTION ACCEPTING THE HANSEN**  
**ANNEXATION PETITION (ANX 06-1313)**  
**DATE: NOVEMBER 13, 2006**

### INFORMATION/BACKGROUND

The City received a complete Notice of Intention to Commence Annexation Proceedings for a proposal to annex approximately 2.5 acres of property located at the corner of 46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane adjacent to the existing City limits and within the City's Urban Growth Area (UGA). At the September 25, 2006 meeting, the City Council accepted the Notice of Intention and authorized the circulation of an annexation petition (Young/Kadzik, 6-0-0) subject to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed; and
2. The City will require the simultaneous adoption of Single-Family Residential (R-1) zoning for the proposed area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981.

The City received the petition for annexation on October 9, 2006, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on October 20, 2006 as being legally sufficient.

Acceptance of the annexation petition and referral to the Pierce County Boundary Review Board for consideration must be done by Resolution.

Notice of this public hearing was posted in three conspicuous places within the area proposed for annexation; was mailed to all property owners of record both within the annexation area and within three hundred feet (300') of the area proposed for annexation; published in the Peninsula Gateway; and posted on the City website.

### POLICY CONSIDERATIONS

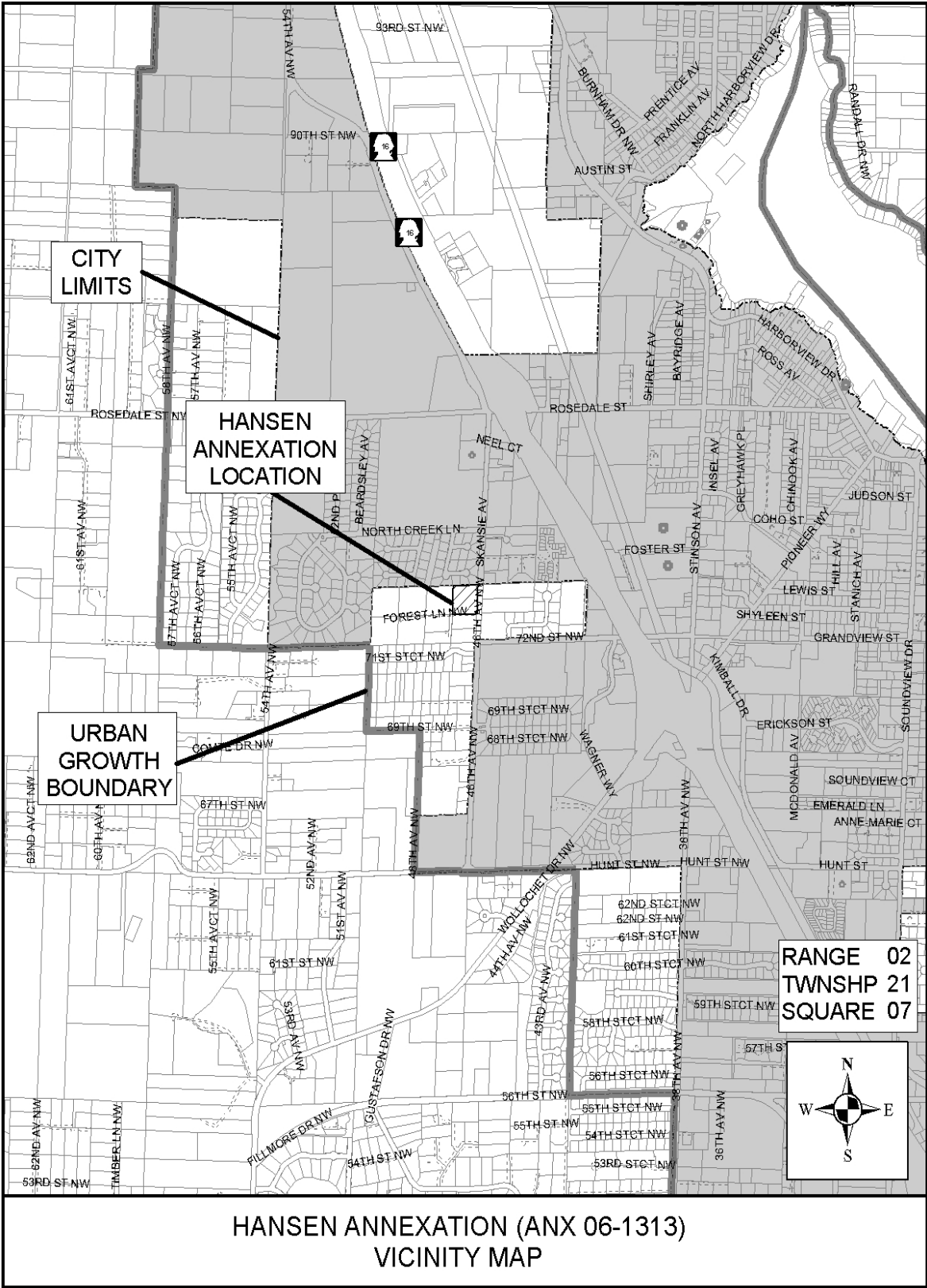
None.

### FISCAL IMPACT

The \$200.00 annexation fee has been paid.

**RECOMMENDATION**

I recommend that the Council approve the Resolution accepting the annexation petition for the Hansen Annexation (ANX 06-1313) and further refer it to the Pierce County Boundary Review Board for consideration.



**CITY OF GIG HARBOR  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ACCEPTANCE OF THE ANNEXATION PETITION FOR APPROXIMATELY 2.5 ACRES OF PROPERTY LOCATED AT THE CORNER OF 46<sup>TH</sup> AVENUE NW (SKANSIE AVENUE) AND FOREST LANE (ANX 06-1313), ADJACENT TO THE CITY LIMITS, WITHIN THE CITY'S URBAN GROWTH AREA, LOCATED IN PIERCE COUNTY, DECLARING THE CITY COUNCIL'S INTENT TO ADOPT PROPOSED ZONING REGULATIONS FOR THE ANNEXATION AREA, AND REFERRING THE PETITION FOR ANNEXATION TO THE BOUNDARY REVIEW BOARD.**

---

WHEREAS, on May 26, 2006, the City of Gig Harbor received a Notice of Intent to Annex approximately 2.5 acres of property located at the corner of 46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on September 25, 2006, the City Council met with the initiators of the petition and voted (Young/Kadzik, 6-0-0) to authorize the circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1), and requiring that the property owners assume all of the existing indebtedness of the area being annexed; and

WHEREAS, on October 9, 2006, the petition for annexation of the property legally described in Exhibit A and graphically depicted in Exhibit B was received by the City; and

WHEREAS, on October 20, 2006, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property legally described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, the property legally described in Exhibit A and graphically depicted in Exhibit B and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in December, 2004, established the land use map designation for this area as Residential Low, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Single-Family Residential (R-1) being applied to the property legally described in Exhibit A and graphically depicted in Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low; and

WHEREAS, on November 13, 2006, the City Council, following a public hearing on the annexation petition, voted to declare its intent to authorize and approve the annexation and the proposed pre-annexation Single-Family Residential (R-1) zoning for the area legally described in Exhibit A and graphically depicted in Exhibit B, subject to Boundary Review Board approval; now, therefore,

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

Section 1. The Gig Harbor City Council hereby declares its intent to authorize and approve the annexation of approximately 2.5 acres of property located at the corner of

46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane, adjacent to the existing City limits, located in Pierce County, as legally described in Exhibit A and graphically depicted in Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately 2.5 acres of property located at the corner of 46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane, adjacent to the existing City limits, located in Pierce County, as legally described in Exhibit A and graphically depicted in Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and
- B. All property within the area legally described in Exhibit A and graphically depicted in Exhibit B shall be zoned as Single-Family Residential (R-1), in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A and graphically depicted in Exhibit B, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. The City Council hereby authorizes the Mayor to submit all necessary documentation to the Pierce County Boundary Review Board in order to gain approval for the annexation provided in this Resolution. The City Council shall not take any further action on the annexation proposal until such time as the Pierce County Boundary Review Board has completed its review of the Notice of Intent to Annex.



RESOLVED by the City Council this 13<sup>th</sup> day of November 2006.

APPROVED:

\_\_\_\_\_  
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY:\_\_\_\_\_

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

Exhibit "A"

LEGAL DESCRIPTION

Hansen Property Annexation (ANX 06-1313)

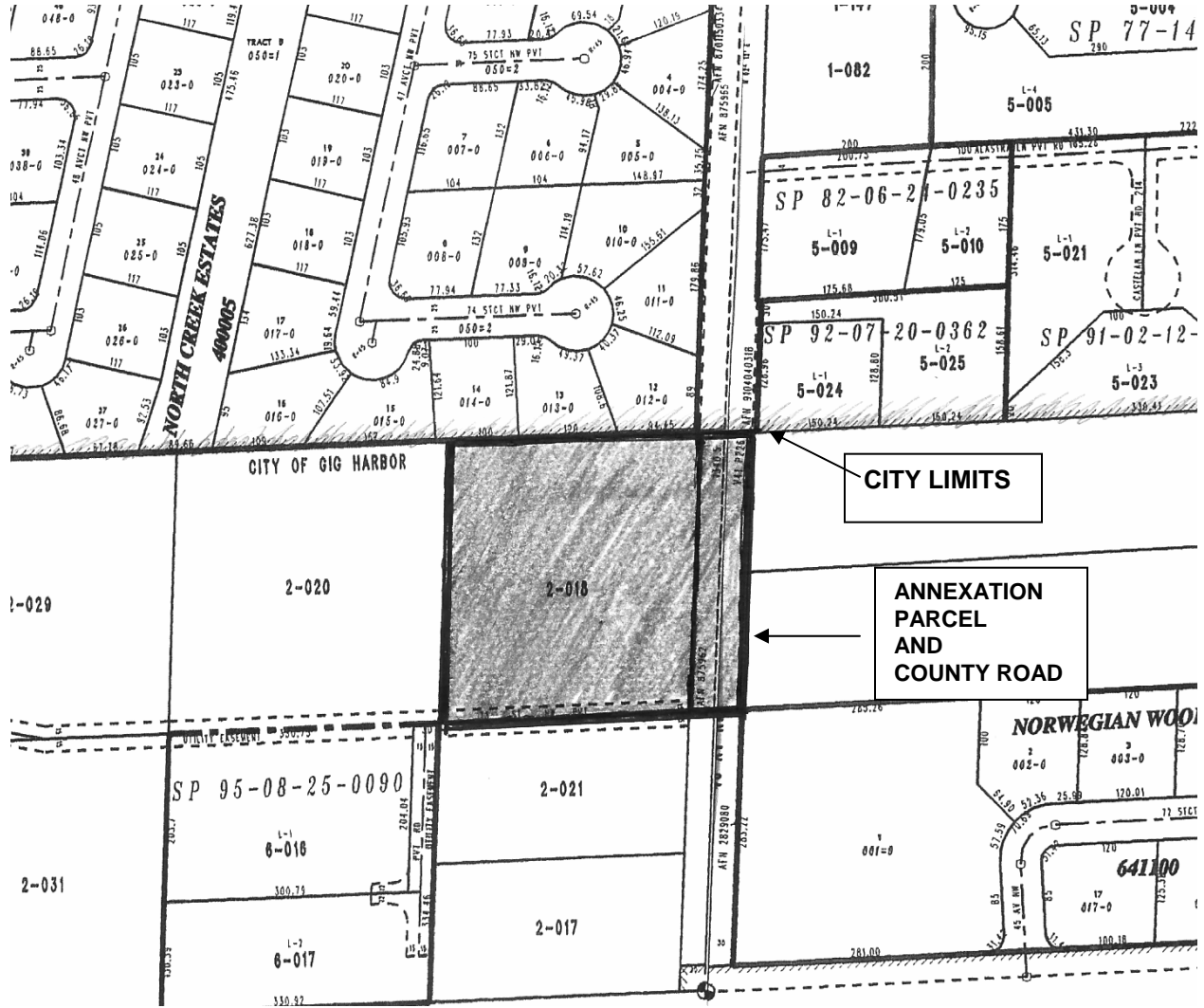
(PER STATUTORY WARRANTY DEED AF#200509090786)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7,  
TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

AND INCLUDING THE EAST HALF OF 46<sup>TH</sup> AVENUE NW (A.K.A. MCDUGALL  
COUNTY ROAD) ABUTTING SAID PARCEL

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "B"  
HANSEN ANNEXATION  
ANNEXATION PARCEL MAP





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL,**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: TIDELAND EASEMENT - PETER STANLEY**  
**DATE: NOVEMBER 13, 2006**

**INFORMATION/BACKGROUND**

The City Council, on March 14, 1988 granted Dylan Enterprises, dba the Tides Tavern (Peter Stanley), a twenty (20) year easement for floats and docks which encroach on the City Tidelands. This easement will expire on May 12, 2008.

Mr. Stanley is in the process of entering into a new lease with the Washington State Department of Natural Resources (DNR) for tidelands between the inner and outer harbor line in front of the Tides Tavern (Harbor Lease Area No. 22-002670). As part of this process, DNR is requiring that Mr. Stanley obtain a new easement from the City that runs until March 1, 2017 at a minimum.

Mr. Stanley has requested that the City Council renew the Tideland Easement for a period of twenty (20) years.

The City Attorney has recommended that the Council not execute the same easement, but proposes that a lease agreement would be the appropriate vehicle for this request. The City may grant private use of public property, but the City Attorney does not recommend that the City do it for free as this is a gift of public funds. The "consideration" described in the old (1988) easement is not consideration; it is just a usual requirement of a grant of an easement.

In checking with the Washington State Department of Natural Resources (DNR), staff found that the rent for 2007-2008 billing year for Mr. Stanley's 31,331 square foot DNR lease area is \$0.46 per square foot.

In addition to the encroachment over the City owned tidelands, there is a small storage shed that encroaches on the City right-of-way. As shown on the survey provided by Mr. Stanley the deck/walkway is estimated to be 440 square feet and the portion of the floating dock that encroaches onto City tidelands is estimated to be 34 square feet.

**RECOMMENDATION**

If the Council desires to consider leasing this tideland area to Dylan Enterprises, I would suggest that the City Attorney be directed to prepare a lease agreement.

Peter Stanley  
602 North C Street  
Tacoma, WA. 98403

Mr. John Vodopich  
Director of Community Development  
City of Gig Harbor, WA.

11/07/06

Dear John:

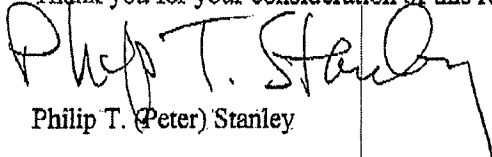
My Aquatic Resources Lease No. 22-002670 with the Washington State Department of Natural Resources for the area that includes the docks of the Tides Tavern will expire on March 1, 2007. As you know, a small part of those docks encroaches on City of Gig Harbor property, as shown in the recent survey.

In 1988 the City granted to Dylan Enterprises d/b/a the Tides Tavern a 20 year easement for those floats and docks which are encroaching on the Gig Harbor Tidelands. The DNR wants the application to renew my aquatic lease returned by November 18, 2006, and the letter stated that in order to get a new aquatic lease I will need to obtain a new easement from the City of Gig Harbor.

Therefore, I am asking the City to renew its Tidelands Easement with me for a period of twenty (20) years. I will also request a twenty year lease from the DNR. Since the last easement was granted I have purchased the real property from Dylan Enterprises, Inc.; therefore, the Tidelands Easement, should you grant it, would be between the City of Gig Harbor and me personally, Philip T. Stanley.

For your information, for estate planning purposes I am anticipating transferring my interest in the real property to a Family Limited Liability Company or similar vehicle, but probably not before next year.

Thank you for your consideration of this request,

  
Philip T. (Peter) Stanley

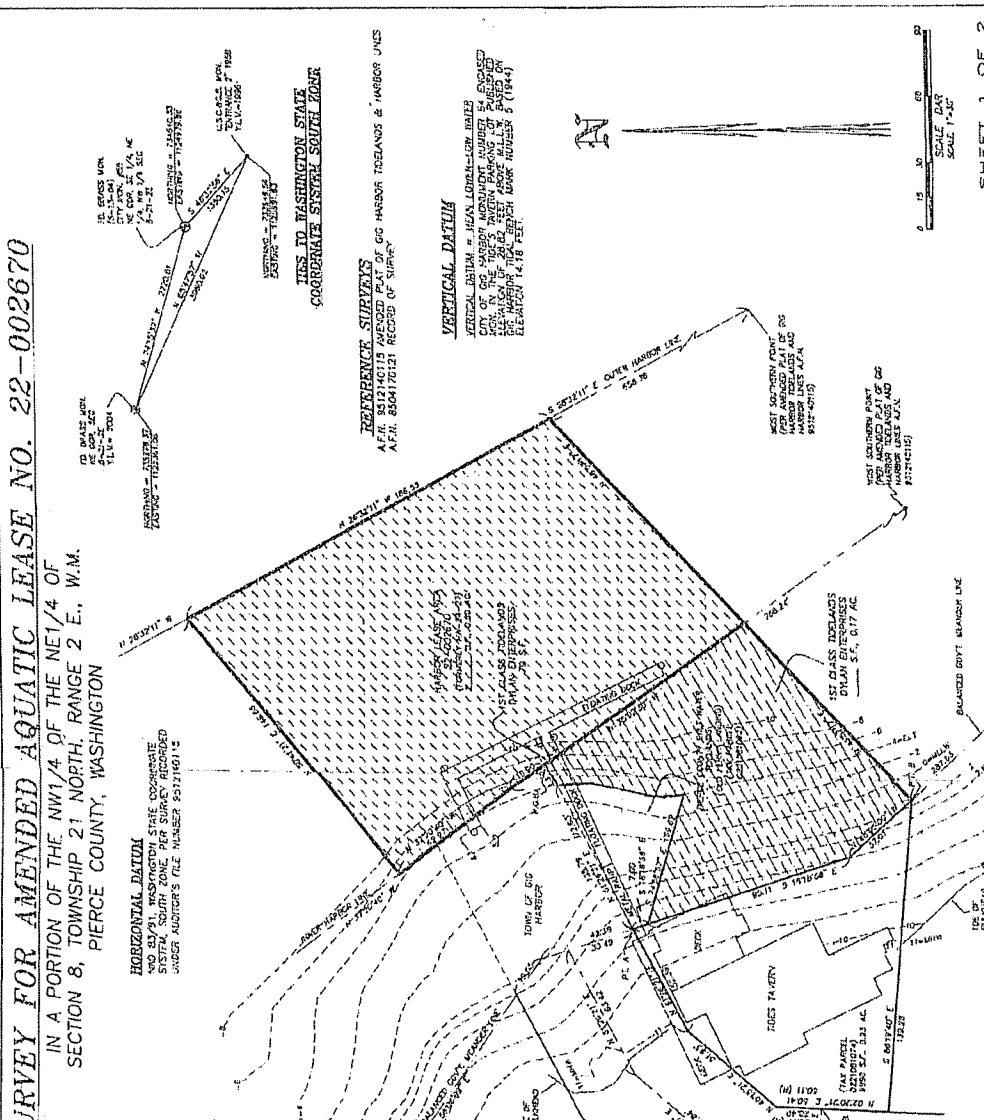
# RECORD OF SURVEY FOR AMENDED AQUATIC LEASE NO. 22-002670

IN A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 2 E., W.M. PIERCE COUNTY, WASHINGTON

- LEGEND**
- FOUND MONUMENT AS NOTED
  - FOUND MONUMENT CORNER AS NOTED
  - EXISTING MOOR FILLING
  - CALCULATED MONUMENT LOCATION
  - SINESE CENTERLINE
  - HARBOR LINE AS NOTED
  - BALANCED GOVERNMENT MEASURED LINE
  - MEAN LOW LOW WATER
  - MEAN LOW WATER
  - MEAN HIGH WATER
  - EXTREME HIGH TIDE
  - HARBOR LEASE AREA
  - FIRST CLASS ISLAND

**LINE TABLE**

| NO. | BEARING       | DISTANCE |
|-----|---------------|----------|
| L1  | N 74°58'57" W | 12.78    |
| L2  | N 74°58'57" W | 12.78    |
| L3  | N 61°26'21" E | 12.78    |
| L4  | N 24°58'57" E | 13.06    |
| L5  | S 24°58'57" E | 17.24    |



**HORIZONTAL DATUM**  
 NAD 83/91, WASHINGTON STATE COORDINATE SYSTEM, SOUTH ZONE, PER SURVEY RECORDED UNDER AUTHOR'S FILE NUMBER 833116715

**VERTICAL DATUM**  
 VERTICAL DATUM IS MEAN LOW-TIDE-LOW TIDES CITY OF GIG HARBOR, WASHINGTON, PUBLISHED BY THE CITY ENGINEER, 1987. MEAN LOW TIDE IS 1.18 FEET ABOVE MEAN SEA LEVEL ON ELEVATION 14.18 FEET.

**REFERENCE SURVEYS**  
 REF. 831141113 AMENDED PART OF GIG HARBOR ISLANDS & HARBOR LINES A.F.N. 8504170121 RECORDED SURVEY

**REFERENCE SURVEYS**  
 REF. 831141113 AMENDED PART OF GIG HARBOR ISLANDS & HARBOR LINES A.F.N. 8504170121 RECORDED SURVEY

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**REFERENCE SURVEYS**  
 REF. 831141113 AMENDED PART OF GIG HARBOR ISLANDS & HARBOR LINES A.F.N. 8504170121 RECORDED SURVEY

**AUDITOR'S CERTIFICATE**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AS THE RESULT OF:  
 D. Y. L. A. N. E. N. T. E. R. P. R. I. S. S. E. S.

**SURVEYOR'S CERTIFICATE**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AS THE RESULT OF:  
 D. Y. L. A. N. E. N. T. E. R. P. R. I. S. S. E. S.

**THORNTON LAND SURVEYING, INC.**  
 P.O. BOX 249  
 GIG HARBOR, WASHINGTON 98335  
 TELEPHONE (253) 858-8106 / FAX 858-7466

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21-112165-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

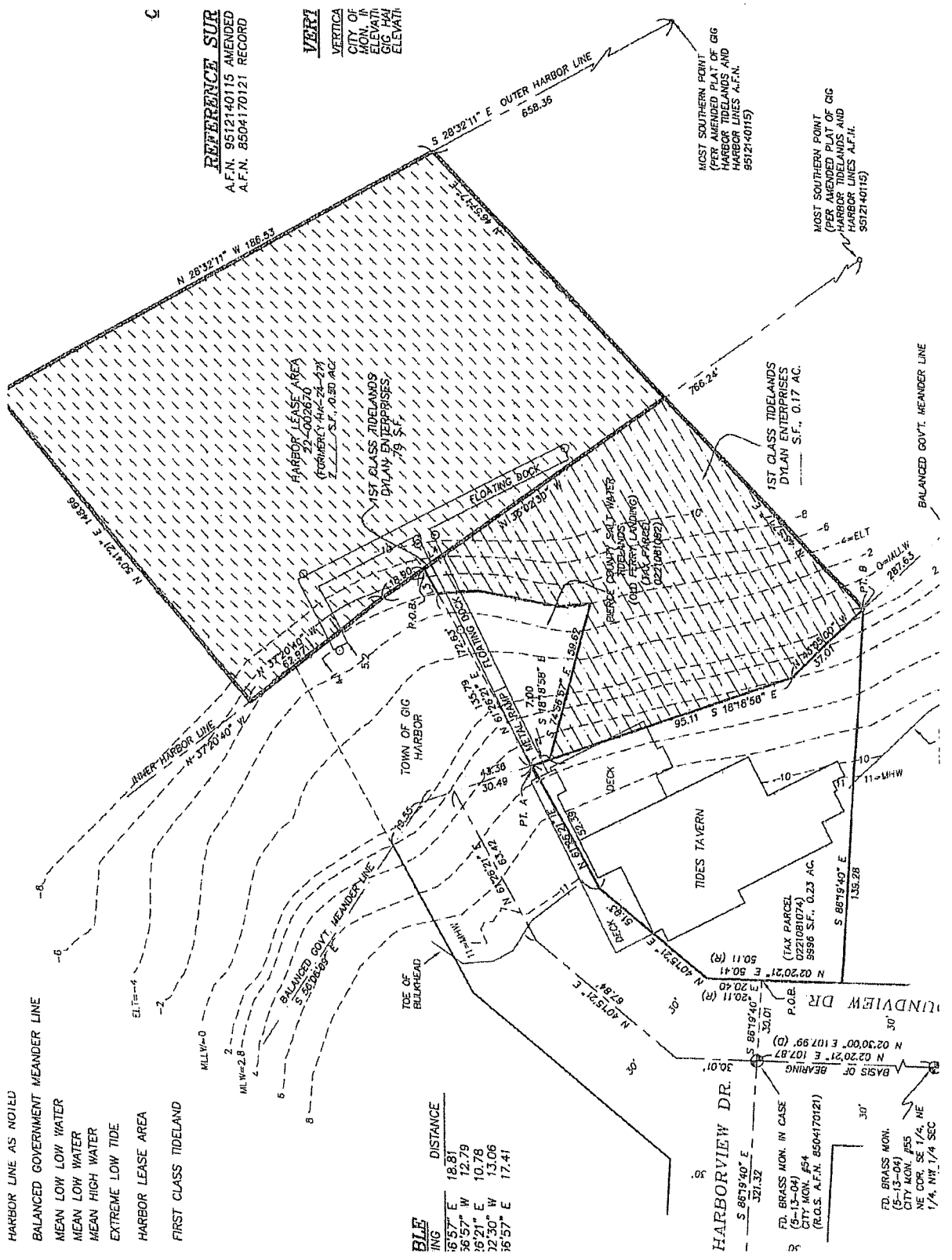
SHEET 1 OF 2

HARBOR LINE AS NOTED  
 BALANCED GOVERNMENT MEANDER LINE  
 MEAN LOW LOW WATER  
 MEAN LOW WATER  
 MEAN HIGH WATER  
 EXTREME LOW TIDE  
 HARBOR LEASE AREA  
 FIRST CLASS TIDELAND

**REFERENCE SUR**  
 A.F.N. 9512140115 AMENDED  
 A.F.N. 8504170121 RECORD

**VERT**  
 VERTICAL  
 CITY OF  
 GIG HAVEN  
 ELEVATION

| BLK   | ING | DISTANCE |
|-------|-----|----------|
| 16:57 | E   | 18.81    |
| 16:57 | W   | 12.79    |
| 16:21 | E   | 10.78    |
| 12:30 | W   | 13.06    |
| 16:57 | E   | 17.41    |



MOST SOUTHERN POINT  
 (PER AMENDED PLAT OF GIG  
 HARBOR TIDELANDS AND  
 HARBOR LINES A.F.N.  
 9512140115)

MOST SOUTHERN POINT  
 (PER AMENDED PLAT OF GIG  
 HARBOR TIDELANDS AND  
 HARBOR LINES A.F.N.  
 9512140115)

FIRST CLASS TIDELANDS  
 DYLAN ENTERPRISES  
 S.F., 0.17 AC.

BALANCED GOVT. MEANDER LINE

HARBORVIEW DR.  
 S 88°19'40" E 371.32'  
 BASIS OF BEARING  
 N 02°20'21" E 107.87'  
 N 02°30'00" E 107.99' (D)  
 P.O.B.  
 (TAX PARCEL  
 0221081074)  
 5896 S.F., 0.23 AC.  
 S 88°19'40" E 138.28'

FD. BRASS MON. IN CASE  
 (5-13-04)  
 CITY MON. #54  
 (I.O.S. A.P.N. 8504170121)  
 30'  
 FD. BRASS MON.  
 (5-13-04)  
 CITY MON. #55  
 NE COR. SEC. 1/4, NE  
 1/4, NT. 1/4 SEC



October 19, 2006

**EXPIRATION NOTICE**  
**CERTIFIED MAIL**

Peter Stanley  
Dylan Enterprises, Inc.  
Dba Tides Tavern  
2100 N. 30<sup>th</sup> Street  
Tacoma, WA 98403

Subject: Expiration Notice for Lease No. 22-002670

Dear Mr. Stanley:

Your Aquatic Resources Lease No. 22-002670 will expire on March 1, 2007. I have enclosed an application for renewal.

Please advise me of your intentions by selecting one of the following and returning this letter to me by November 18, 2006.

- I do not want to lease this land after my lease expires. Please contact me to discuss my obligations at the termination of my existing lease.
- I would like to enter into a new lease when my lease expires. I have enclosed a completed application form and a \$25.00 application processing fee.  
NOTE: Governmental agencies are exempt from the application fee.

Enclosed please find a copy of your easement with the City of Gig Harbor which expires in May 12, 2008. In order to get you a new twelve (12) year aquatic lands lease you will need to obtain a new easement from the City that runs until March 1, 2017 at a minimum.

You have already supplied the Department with an updated survey, insurance and security so once the new easement from the City is received, your new aquatic lands lease will follow.

If you have any questions about these matters, please call me at (360) 825- 1631.

Sincerely,

Wynnae Wright, Natural Resource Specialist

Enclosures

c: Region File  
Aquatic Resources File

gj/22002670Expl.letter



Minutes of 3/14/88  
Page Three

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in  
one

5. Business enhancement development agreement - Chamber of Commerce.

MOTION: To approve the agreement with the Chamber of Commerce to provide a total of \$4,500 toward tourism development.  
Crowe/Davis - unanimously approved.

ee

6. Authorization for use of city-owned tidelands. Planning Director Pete Friedman explained the request.

Peter Stanley, owner of the Tide's Tavern, was available to answer questions of the council.

MOTION: To approve the use by the Tide's Tavern of city-owned tidelands.  
Crowe/Davis - unanimously approved.

ids

MOTION TO AMEND ORIGINAL MOTION:  
To prepare a written agreement allowing Mr. Stanley notification of one year in the event the city wishes to use the tidelands, and having the agreement run concurrently with the Department of Natural Resources 10 year term, and providing the city a release of liability.  
Davis/Crowe - unanimously approved.

ncil  
.

ks

DEPARTMENT MANAGERS' REPORTS:

orth

1. Public Works:  
Mr. Heinecke presented information to council regarding the sidewalk plan.

1.

MOTION: To proceed with the laying of asphalt sidewalks on Peacock Hill Avenue.  
Ryan/Frisbie - unanimously approved.

er any

2. Police:  
Chief Denny Richards presented council with the activity report for the month of February.

st"  
Plat

ANNOUNCEMENT OF OTHER MEETINGS:

ree

1. Council retreat scheduled for March 26, 1988 at Port Ludlow Resort.

TIDELAND EASEMENT

The CITY OF GIG HARBOR (hereinafter referred to as "Grantor") does hereby grant unto DYLAN ENTERPRISES, INC., d/b/a Tide's Tavern (hereinafter referred to as "Grantee") the following easement for twenty (20) years except as may be earlier terminated as hereinafter set forth:

I. EASEMENT

Grantor does hereby grant unto the Grantee an easement for the Grantee's floats and docks as presently located which are currently encroaching upon the Gig Harbor Tidelands as more specifically shown on the map marked Exhibit "A" attached hereto and made a part hereof.

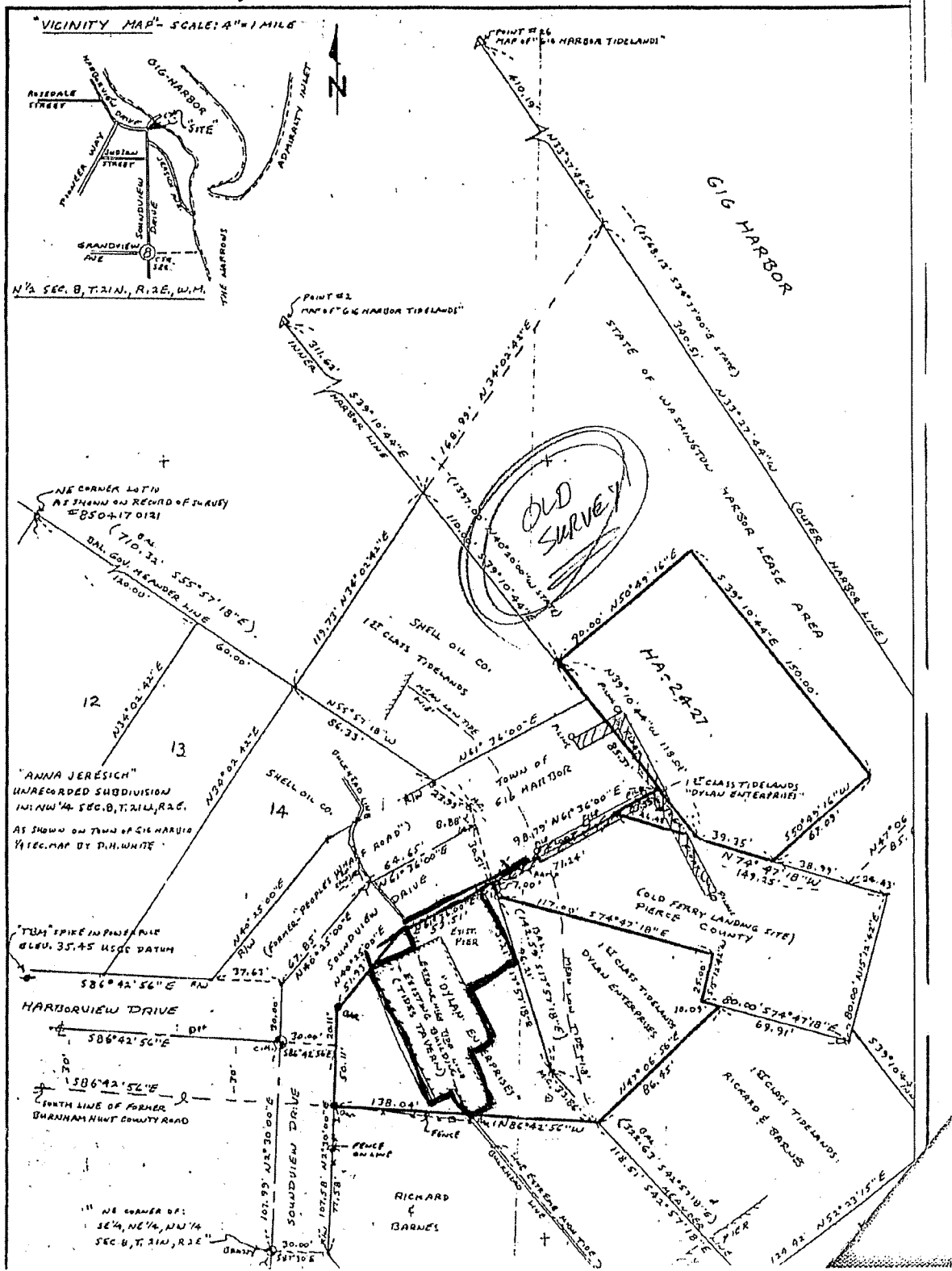
II. TERM

The term of the easement shall be for twenty (20) years provided the Grantor can terminate the easement by giving the Grantee one (1) year's notice of its intention to use the tidelands currently occupied by the Grantee's floats.

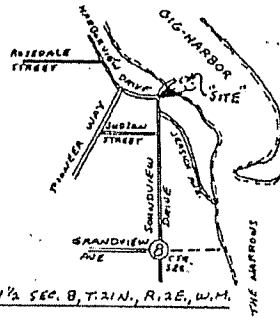
III. CONSIDERATION AND INDEMNITY

In consideration for the easement, Grantee agrees not to expand its use of said tidelands without Grantor's written permission and to indemnify and hold Grantor harmless from all liability, including but not limited to, all damages, expenses, judgments, penalties, fines, settlements, loss, costs, including reasonable attorneys' fees arising out of any actual or





"VICINITY MAP" SCALE: 4"=1 MILE



N 1/4 SEC. 8, T. 21 N., R. 1 E., W. 1 M.

PRINT # 26 MAP OF GIG HARBOR TIDELANDS

GIG HARBOR

*OLD SURVEY*

NE CORNER LOT 14 AS SHOWN ON RECORD OF SURVEY # 8504-17 0121  
 (710.32' 55°57'18"E)

"ANNA JERESICH" UNRECORDED SUBDIVISION IN 1/4 SEC. 8, T. 21 N., R. 1 E. AS SHOWN ON TOWN OF GIG HARBOR REC. MAP BY D.H. WHITE

TUM SPIKE IN PINE AVE ELEV. 35.45 USGS DATUM

HARBORVIEW DRIVE

FOURTH LINE OF FARMER BURNHAM HUNT COUNTY ROAD

NE CORNER OF: 1/4, NE 1/4, NW 1/4 SEC. 8, T. 21 N., R. 1 E.

RICHARD & BARNES

GOLD FERRY LANDING SITE PIERCE COUNTY

RICHARD & BARNES

RICHARD & BARNES

1/4 SEC. 8, T. 21 N., R. 1 E.



## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER**  
**SUBJECT: "ROAD MAP" FOR INTERCHANGE IMPROVEMENTS ON SR-16**  
**- CONSULTANT CONTRACT AMENDMENT AUTHORIZATION**  
**DATE: NOVEMBER 13, 2006**

### **INFORMATION/BACKGROUND**

On June 12, 2006, the City authorized a professional services contract with David Evans and Associates, Inc. (DEA) to facilitate a long term solution to the predicted future traffic deficiencies expected to occur within the Gig Harbor North area. DEA is currently engaged with the City for the development of a roadmap plan for the realization of the required future interchange improvements at Burnham Drive.

This amendment provides for the completion of additional work items requested from WSDOT in their interchange pre planning analysis. To date, DEA along with the City have been successful in adding the new interchange on their system plan.

The standard consultant services contract is being utilized for this project.

### **FISCAL CONSIDERATIONS**

These services were not anticipated in the adopted 2006 Budget, however funds are available within the City's general street fund for this expenditure.

As work proceeds on the services provided to the City, additional work tasks may arise that will require the support of DEA. All work will be done on an on-call basis from the City and billed at DEA's normal hourly rates as described in Exhibit B. These costs are being shared by three parties. They include FHS, OPG, and the City.

### **RECOMMENDATION**

I recommend that Council approve a consultant services contract with David Evans and Associates, Inc. for the "Road Map" for interchange improvements on SR-16 in the amount not-to-exceed Twenty-one Thousand Eight Hundred Fifty-three Dollars (\$21,853.00).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
DAVID EVANS AND ASSOCIATES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated June 12, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the development of a traffic study and a traffic mitigation plan for the Gig Harbor North area and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on June 12, 2006 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

**Section 1. Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Twenty-one Thousand Eight Hundred Fifty-three Dollars and no cents (\$21,853.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

THE CITY OF GIG HARBOR

By: Nicholas Clark  
Its Principal

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

Notices to be sent to:

CONSULTANT  
David Evans and Associates, Inc.  
Attn: Randy Anderson, P.E.  
3700 Pacific Highway East, Suite 311  
Tacoma, Washington 98424  
(253) 922-9780

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 Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of 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: \_\_\_\_\_

# ON CALL "ROAD MAP" WORK

COGH0000-0030

## EXHIBIT A

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for additional work on the "Road Map" agreement. This exhibit describes the work that will be performed by DEA. This description was also shared by e-mail from DEA (Gerry Smith) to the City on October 13, 2006; an e-mail notice to proceed was given on October 16. The attached spreadsheet, Exhibit B, shows the cost of this work.

### PROJECT DESCRIPTION

This work includes project management and follow up correspondence if necessary to perform these tasks;

1) Update the traffic model with latest counts from WSDOT and provide WSDOT the diverge/merge analysis they requested at the existing interchange. Information is needed for adding the interchange improvements to the WSDOT Highway System Plan. Latest word is the interchange improvements will be added to the Systems Plan before the end of the year when WSDOT gets this information.

We have all the WSDOT data. Work can be complete as early as October 25. This should be done as soon as possible so we don't miss an opportunity to get the interchange improvements into the Systems Plan now.

2) Review the existing bridge plans for feasibility of widening and use as a single point urban interchange (SPUI). Will have a DEA structural engineer do this review and recommendation. We have in hand the bridge plans and soil borings for the area. Work can be done in October.

3) Set up meeting with Pierce Transit to gain their support and integrate their HOV and park-and-ride needs into the plan. Ron Landon, WSDOT, has started trying to set up this meeting. Meeting will be in late October or November.

4) Meet with Pasco Bakotich and others at WSDOT to have Victor Salemann, DEA, share the details of what is being done for traffic modeling and planning in the Gig Harbor area and how that information might tie into the upcoming SR 302 study. Plan to schedule in mid-November.

5) Schedule next meeting with Ron Landon, WSDOT, to keep the information/coordination process going. Plan to schedule in mid-November, perhaps at the same time as Item 4.

6) Start the preliminary design work leading to an interchange plan for approval for the expected SPUI. This will be done in three steps:

a) Enter the existing plan, profile, and roadway section data into MicroStation so we have data to work with. This data will eventually need to be reconciled with the survey to be done in the general services contract. We have the existing bridge contract data and existing mainline profiles in hand.

This will take up to a week of CADD operator time, say \$4000. Work can be scheduled soon. This work will be used again in the GES contract and this start is not included in the current scope for that contract.

b) Start the layout of a SPUI with the existing data. This task will give us information on feasibility, possible environmental issues and if right-of-way might be needed. This work affords the opportunity to look at different layouts to maximize efficiency.

This task starts the interchange plan for approval; say about \$6000. This is a good opportunity to keep the ball rolling with WSDOT and take advantage of informal review time.

c) From the base and ideas in a and b above a design visualization of the SPUI will be developed. A few pictures will help with future marketing to funding agencies. Probable cost \$3000.

#### **FEE FOR SERVICES**

See attached Exhibit B.

#### **SUBMITTAL FOR DEA**

Submitted on behalf of DEA by Shel E. Smith on 10/25/06

#### **ACCEPTANCE BY THE CITY**


This submittal is accepted by the City by \_\_\_\_\_ on \_\_\_\_\_.

CITY OF GIG HARBOR  
COGH 30  
ON CALL "ROAD MAP" WORK  
ADDITIONAL WORK TASKS 10/16/06

| DAVID EVANS AND ASSOCIATES, INC<br>3200 PACIFIC AVENUE EAST, SUITE 311<br>TACOMA, WA. 98324 | Senior<br>Project Manager<br>Gerry Smith | Senior<br>Engineer<br>Randy/Victor<br>Bridge Eng | Senior<br>Traffic Eng.<br>Mike B | Project<br>Engineer | CADD<br>Technician | Wetlands<br>Biologist | Traffic<br>Designer | Blank     | Accounting<br>Manager | Administration | Task Costs   | Task Sums<br>And Expenses |
|---|--|--|----------------------------------|---------------------|--------------------|-----------------------|---------------------|-----------|-----------------------|----------------|--------------|---------------------------|
| <b>TASK 1---PROJECT MANAGEMENT AND SUPERVISION</b>  |  |  |                                  |                     |                    |                       |                     |           |                       |                |              |                           |
| Project Status Reports  | 2  | 2  |                                  |                     |                    |                       |                     |           | 2                     |                |              |                           |
| Prepare and Submit Invoices   |  | 2  |                                  |                     |                    |                       |                     |           | 4                     | 0              |              |                           |
| Project Management and Engineering Supervision  | 2  | 2  |                                  |                     |                    |                       |                     |           |                       |                |              |                           |
| QA/QC   | 4  | 4  |                                  |                     |                    |                       |                     |           |                       |                |              |                           |
| <b>Total---Task 1</b>   |  | 10   | 0                                | 0                   | 0                  | 0                     | 0                   | 0         | 6                     | 0              | \$ 2,800.00  | \$ 2,800.00               |
| <b>TASK 2---ADDITIONAL WORK TASKS AS PER 10/13/06 E-MAIL</b>                                |  |  |                                  |                     |                    |                       |                     |           |                       |                |              |                           |
| Update traffic model and submit information to WSDOT  | 0  | 2  | 0                                | 0                   | 0                  |                       | 24                  |           |                       | 0              | \$ 2,480.00  | \$ 2,480.00               |
| Review existing bridge plans for feasibility of widening                                    | 0  | 5  | 0                                | 0                   | 0                  |                       |                     |           |                       |                | \$ 800.00    | \$ 800.00                 |
| Meet with Pierce Transit and WSDOT to discuss HOV issues                                    | 2  | 0  | 0                                | 0                   | 0                  |                       |                     |           |                       |                | \$ 390.00    | \$ 390.00                 |
| Meet with WSDOT to review traffic modeling done by DEA for the City                         | 3  | 3  |                                  |                     |                    |                       |                     |           |                       |                | \$ 1,065.00  | \$ 1,065.00               |
| Additional meeting with WSDOT to review project progress                                    | 2  | 0  | 0                                | 0                   | 0                  |                       |                     |           |                       |                | \$ 390.00    | \$ 390.00                 |
| Preliminary design of SPU   |  |  |                                  |                     |                    |                       |                     |           |                       |                |              |                           |
| Enter existing data into MicroStation   |  | 8  |                                  |                     | 48                 |                       |                     |           |                       |                | \$ 4,304.00  | \$ 4,304.00               |
| SPUI layouts  |  | 16   |                                  | 24                  | 16                 |                       |                     |           |                       |                | \$ 6,088.00  | \$ 6,088.00               |
| SPUI design visualization   |  | 4  |                                  |                     | 32                 |                       |                     |           |                       |                | \$ 2,656.00  | \$ 2,656.00               |
| Prepare correspondence as applicable  | 4  |  |                                  | 0                   | 0                  |                       |                     |           |                       |                | \$ 780.00    | \$ 780.00                 |
| <b>Total---Task 2</b>   |  | 38   | 0                                | 24                  | 96                 | 0                     | 24                  | 0         | 0                     | 0              | \$ 18,953.00 | \$ 18,953.00              |
| <b>TASK 3---BLANK</b>   |  |  |                                  |                     |                    |                       |                     |           |                       |                |              |                           |
| Total   | 0  | 0  | 0                                | 0                   | 0                  | 0                     | 0                   | 0         | 0                     | 0              | \$ -         | \$ -                      |
| Total Hours   | 15                                       | 48   | 0                                | 24                  | 96                 | 0                     | 24                  | 0         | 6                     | 0              | \$ -         | \$ -                      |
| Rate  | \$ 195.00                                | \$ 160.00  | \$ 130.00                        | \$ 105.00           | \$ 63.00           | \$ 95.00              | \$ 90.00            | \$ 125.00 | \$ 70.00              | \$ 45.00       | \$ -         | \$ -                      |
| Direct Labor  | 2,925.00                                 | 7,680.00   | -                                | 2,520.00            | 6,048.00           | -                     | 2,160.00            | -         | 420.00                | -              | 21,753.00    | \$ 21,753.00              |
| <b>CONTINGENCY WORK (Done only at the direction of the City)</b>                            |  |  |                                  |                     |                    |                       |                     |           |                       |                |              |                           |
| EXPENSES  |  |  |                                  |                     |                    |                       |                     |           |                       |                | \$ -         | \$ -                      |
| Reproduction, Postage, Express Delivery   |  |  |                                  |                     |                    |                       |                     |           |                       |                | \$ 50.00     | \$ 50.00                  |
| Mileage at \$.495 per mile  |  |  |                                  |                     |                    |                       |                     |           |                       |                | \$ 50.00     | \$ 50.00                  |
| <b>TOTAL PROJECT COST</b>   |  |  |                                  |                     |                    |                       |                     |           |                       |                | 21,853.00    | \$ 21,853.00              |



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER**   
**SUBJECT: BURNHAM/BORGEN/SR-16 CORRIDOR IMPROVEMENT PROJECT  
CONTRACT AUTHORIZATION FOR PROFESSIONAL ENGINEERING  
SERVICES**  
**DATE: NOVEMBER 13, 2006**

**INFORMATION/BACKGROUND**

The conclusions and recommendations contained within the 2005 Final Supplemental Environmental Impact Statement (FSEIS) recommended a series of major corridor roadway improvements within this area. Consequently, City staff performed an area wide solicitation for a Statement of Qualifications (SOQ) for the design and preparation of construction drawings and bidding documents. The City received only one respondent, David Evans and Associates, Inc. A review of their SOQ along with an extensive interview attended by City and WSDOT staff concluded that David Evans and Associates was the most qualified engineering firm to complete the necessary engineering services.

Since there is a possibility that federal funds may be received, the City must use the Standard WSDOT Local Agency Consultant Services Agreement. This agreement has been reviewed and approved by the City Attorney.

**FISCAL CONSIDERATIONS**

This work was not anticipated within the 2006 Budget, however the City previously executed a development agreement with Franciscan Health System (FHS) in which FHS is to pay the full project design and construction. FHS will be required to deposit an initial amount of \$500,000 into an escrow account to be held by the City. FHS will be required to eventually deposit with the City the full amount of the design costs of the transportation improvements. The escrow fund will be replenished by FHS based upon a projected quarterly expenditure schedule to be provided by DEA to the City. Sufficient monies will be in the escrow account at all times to cover DEA costs.

**RECOMMENDATION**

I recommend that Council approve a consultant services contract with David Evans and Associates, Inc. for professional services associated with the design, and permitting for the corridor improvements in the amount not-to-exceed One Million Five Hundred Twelve Thousand One Hundred Sixty Dollars and Seventy-six Cents (\$1,512,160.76).

|  |  |   |  |
|--|--|---|--|
| <b>Local Agency<br/>Standard Consultant<br/>Agreement</b>  |  | Consultant/Address/Telephone<br>David Evans and Associates, Inc.<br>3700 Pacific Highway East, Suite 311<br>Tacoma, WA 98424  |  |
| <input checked="" type="checkbox"/> Architectural/Engineering Agreement<br><input type="checkbox"/> Personal Services Agreement  |  | 253-922-9780  |  |
| Agreement Number   |  | Project Title And Work Description<br>City of Gig Harbor General Engineering Services Contract  |  |
| Federal Aid Number<br>No federal funds at this time  |  |   |  |
| Agreement Type (Choose one)<br><input type="checkbox"/> <b>Lump Sum</b><br>Lump Sum Amount \$ _____<br><input type="checkbox"/> <b>Cost Plus Fixed Fee</b><br>Overhead Progress Payment Rate _____ %<br>Overhead Cost Method _____<br><input type="checkbox"/> Actual Cost<br><input type="checkbox"/> Actual Cost Not To Exceed _____ %<br><input type="checkbox"/> Fixed Rate _____ %<br>Fixed Fee \$ _____<br><input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b><br><input checked="" type="checkbox"/> Negotiated Hourly Rate<br><input type="checkbox"/> Provisional Hourly Rate<br><input type="checkbox"/> <b>Cost Per Unit of Work</b> |  | DBE Participation<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %<br>Federal ID Number or Social Security Number<br>93-0661195<br>Do you require a 1099 for IRS?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>Completion Date<br>December 31, 2008 |  |
|  |  | Total Amount Authorized \$ 1,412,160.76<br>Management Reserve Fund \$ 100,000.00<br>Maximum Amount Payable \$ 1,512,160.76  |  |

**Index of Exhibits**

- Exhibit "A" - Scope of Work
- Exhibit "B" - DBE Participation
- Exhibit "C" - Electronic Exchange of Engineering and Other Data
- Exhibit "D" - Payment (by Agreement Type)
- Exhibit "E" - Consultant Fee Determination
- Exhibit "F" - Breakdown of Overhead Cost
- Exhibit "G" - Subcontract Work/Fee Determination
- Exhibit "H" - Title VI Assurances
- Exhibit "I" - Payment Upon Termination of Agreement
- Exhibit "J" - Alleged Consultant Design Error Procedures
- Exhibit "K" - Consultant Claim Procedures
- Exhibit "L" - Liability Insurance Increase
- Exhibit "M" - Certification Documents

RECEIVED  
OCT 31 2005  
CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Local Agency of \_\_\_\_\_ City of Gig Harbor \_\_\_\_\_, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### **II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

### **III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a



third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

### **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

#### **XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By Michael Clark By \_\_\_\_\_  
VICE PRESIDENT

Consultant DAVID EVANS & Associates Agency \_\_\_\_\_



**CITY OF GIG HARBOR  
GENERAL ENGINEERING SERVICES  
PHASE 1**

**OCTOBER 26, 2006**

**SCOPE OF SERVICES**

**EXHIBIT A-1**

David Evans and Associates, Inc. (DEA) will provide professional engineering services to the City of Gig Harbor (City) for Phase 1 work for the City's general engineering services contract. The work will consist of the preparation of reports and plans to the contract document stage for engineering and environmental work in the North Gig Harbor area. Exhibit A describes the Scope of Services that will be performed by DEA for the City. Exhibit E, Consultant Fee Determination, is the corresponding schedule of rates and estimated hours for this work.

It is DEA's intent to develop all plans with the concept of minimizing throwaway work when an ultimate interchange design is developed. It is understood that the City will continue to retain DEA under separate agreements that include work tasks for coordinating and working with WSDOT and other applicable agencies.

Work on this separate agreement has been informally described as "City Road Map" work. Work under these separate agreements wherein DEA coordinates with WSDOT and other project stakeholders will impact work on this scope of services by minimizing design options for the ultimate improvement of the SR-16 interchange at Borgen Boulevard NW and settling on one final design concept for the interchange. It will be DEA's intent to encourage WSDOT through work in the scope of services and others with the City to adopt a single point urban interchange (SPUI) design concept at this location. Refer to Work Task 10.

Description of Project Area

The project area is generally described as the North Gig Harbor area and includes portions of Canterwood Boulevard NW, Borgen Boulevard NW, Burnham Drive NW, a portion of SR-16, the SR-16 and Borgen Boulevard NW interchange including its four ramps, and two roundabouts, one on the east side of SR-16 and one on the west side of SR-16.

More specifically, the project area is defined as:

- Roundabout 1 (The City's roundabout on the east side of SR-16)---The entire roundabout area.
- Roundabout 2 (WSDOT's roundabout on the west side of SR-16)---The entire roundabout area.

- Canterwood Boulevard NW---From Roundabout 1 approximately 1500 feet northerly to the southerly limits of the Saint Anthony's Hospital property line.
- Burnham Drive NW---From Sehmel Drive NW easterly to Roundabout 1 including the bridge structure.
- Burnham Drive NW---From Roundabout 1 southerly approximately 500 feet.
- SR-16---From approximately 2000 feet south to approximately 2000 feet north of the SR-16/Borgen Boulevard NW interchange bridge.
- SR-16 Ramp 1 (The northbound off-ramp from SR-16)---From Roundabout 1 southerly to the off taper from the SR-16 mainline and approximately 500 feet southerly of the off taper.
- SR-16 Ramp 2 (The northbound on-ramp to SR-16)---From Roundabout 1 northerly to the on taper to the SR-16 mainline and approximately 500 feet northerly of the on taper.
- SR-16 Ramp 3 (The southbound off-ramp to SR-16)---From Roundabout 2 northerly to the off taper from the SR-16 mainline and approximately 500 feet northerly of the off taper.
- SR-16 Ramp 4 (The southbound on-ramp to SR-16)---From Roundabout 2 southerly to the on taper to the SR-16 mainline and approximately 500 feet southerly of the on taper.

A vicinity map is attached to this exhibit further defining the limits of project work.

### **PROJECT DESIGN CRITERIA AND BASIS OF WORK**

The project will be designed using American Association of State and Highway Transportation Officials (AASHTO), the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Works Standards as guidelines for the development of the project.

The project's storm drainage systems will be designed using the most current addition of the WSDOT Hydraulics Manual.

The City will designate the basic premises and criteria for the design. Reports and plans will be developed in accordance with the latest edition and amendments (as of the date of signing of this Agreement) of the following documents. Changes in any design standards or requirements after work has begun may result in extra work.

|                    |   |
|--------------------|---|
| Measurements:      | English units.  |
| Drafting Standard: | City of Gig Harbor Standards  |
| Datum:             | Horizontal-Pierce County, State Plane Coordinate System - NAD 83-91 |
| Vertical           | NAVD 88   |



WSDOT publications:

1. Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), 2006 (English) edition (including the Division 1 APWA Supplement), as amended
2. WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, [English] (M21-01)
3. WSDOT Construction Manual
4. WSDOT Design Manual (M22-01)
5. WSDOT Right of Way Manual
6. WSDOT General Special Provisions
7. WSDOT Traffic Manual (M51-02)
8. WSDOT Sign Fabrication Manual
9. WSDOT Highway Runoff Manual
10. Local Agency Guideline (LAG) Manual

U.S. Department of Transportation publications:

1. Manual on Uniform Traffic Control Devices for Streets and Highways

Other:

1. Washington State Regulations, Accessibility Design for All (ADA)
2. AASHTO Geometric Design for Highways and Streets, 2004
3. Turning Radii will be based upon a Pierce Transit Bus turning template and a WB-50 design vehicle for intersection improvements.
4. City's critical area ordinance, Chapter 18 GHMC.

The development of all project plans will follow the conditions and parameters established in the LAG Manual. Plans will be developed with the understanding that the City is a local agency. They will not be developed as WSDOT bid documents. If in the future it is determined that WSDOT will take the lead and be responsible for constructing the improvements, the plans may need to follow WSDOT plan format. This requirement would create the need for significant changes to the plans and require a substantial amount of more work for DEA. This work is not included in this scope of services.

The design of the project will follow the parameters and conditions established in the City of Gig Harbor 2005 Comprehensive Plan Amendments, Final Supplemental EIS, dated April 5, 2006.

Project design work will be performed assuming basic design parameters that will be acceptable to the City. Examples include but are not limited to the use of standard

propriety retaining walls such as modular block walls, gabion walls, standard and uniform landscape items and design, standard illumination standards and design, standard plan and profiles, and similar design criteria.

### **GENERAL ASSUMPTIONS**

This Scope of Services is based on the following assumptions:

- The budget for the Scope of Services is based on a project schedule of approximately 380 working days.
- The level of effort for a given work task is limited to the amount of labor and expenses indicated in schedule or rates and estimated hours spreadsheet. Out-of-scope services or work beyond these limits will be considered as extra work. DEA reserves the opportunity to shift budget between work tasks and between labor and expenses.
- DEA will submit/coordinate all work with the respective funding and approval agencies involved in the project. DEA will assist with the preparation of applicable funding applications and submittals.
- Project environmental planning and permitting will be limited to a NEPA categorical exclusion document and a SEPA document following the City environmental and planning standards.
- DEA shall endeavor to ensure that work tasks are completed within the hours shown for that work task. If the task is not completed within the allotted hours DEA and the City agree to review the level of effort needed to complete that task by hour, fee, scope, and/or schedule for that task.
- Work that will be submitted to WSDOT for review and approval will be done in Microstation format.

If these general assumptions are not met some or all work on the project may not be able to be completed within the number of hours allocated to the project or within the scheduled number of working days noted above.

### **FIELD SURVEY WORK, DATA COLLECTION, AND BASE MAPPING**

All survey and base mapping work will be done within the confines of the conditions established herein. The area to be mapped will extend approximately 40-feet outside of the right-of-way line and extend to 100 feet before and beyond the project limit or as otherwise noted. Visible utility services or infrastructure within the project limits will be collected.

The survey work will lead to the development of base maps showing details of the existing roadway and surrounding surface features, existing drainage courses, existing traffic signal systems including traffic loops, visible surface utilities, located underground utilities, existing driveways, landscaping, wetlands, and other existing topographic

features. The right-of-way lines and property lines will be shown per Pierce County Assessor-Treasurer's maps.

DEA will retain the services of an underground utility locate company to help identify underground utilities and this information will be collected and shown on the project's base mapping.

DEA will perform field survey, data collection, and base mapping following these criteria:

#### Establish survey control

- Research Records and Office Review---Research and obtain monument records, right-of-way plans, utility "as-builts", and other readily available records from the City and Pierce County.
- Verify Survey Control Monuments---Verify horizontal survey control monumentation to establish centerline control of each work task and abutting public and private roads that intersect these roads. Horizontal control will be based on the State Plane Coordinate System – NAD 83-91 coordinates.
- Establish Right-of-Way Widths---Establish the right-of-way widths for the public roads throughout the limits of the project using Pierce County Assessor-Treasurer maps, records of survey, information available to the public, and title reports (if available).
- Establish Vertical Control---Establish vertical control for the project using published benchmarks. The project will be on NAVD 88 vertical datum.

#### Field survey work

DEA will develop a list of property owners adjacent to the various work sites before starting survey work and submit the list to the City. The City will contact the property owners on the list to gain their approval to perform survey work on their property. DEA will obtain a permit from WSDOT for survey work done in their right-of-way and a permit from the City for survey work in the City right-of-way.

The City will contact property owners adjacent to the project or impacted by the project before DEA enters onto their property or when working in the right-of-way in front of their property to perform survey work. If so requested by the City, DEA will prepare a project notification letter that the City will send to each adjacent or impacted property owner. Rights of entry will be obtained by the City if they become necessary. DEA will respond to telephone calls or inquires about the work that is being performed for the project.

- Provide Field Horizontal Control---Provide horizontal control throughout the length of the projects and tie into existing survey control monuments (supplied by the City) in the vicinity of the project.
- Provide Field Vertical Control---Provide vertical control throughout the length of the project.

- Develop Contours and Spot Elevations---Record ground elevation shots throughout the projects to establish contour lines and spot elevations of road centerline, edge of pavement, road intersections, road and driveway approaches, and other break points and vertical features. Cross sections will be taken at a minimum of 50-foot roadway stations and at closer stationing for critical areas with a vertical accuracy of plus or minus .02-feet on hard surfaces. Other surfaces will be shown to the nearest 0.10 feet.
- Locate Above Ground Appurtenances---Locate above ground structures, retaining walls, man-made objects, signs, building fronts, and identify them on the topographic base mapping.
- Locate Drainage Structures---Locate and identify drainage structures, pipes, control devices and similar features including accessible pipe invert elevations, sizes, and identify the type of material when practical. This includes existing drainage basins and wetland areas.
- Locate Identified Utilities---Survey and record utilities identified by the utility locate service in plan view only. DEA will retain the services of a utility locate service to locate underground utility facilities.
- Locate Buildings and Appurtenances---Locate structures, landscaping, walkways, driveways, fences, walls, retaining walls, landscaping trees, street furniture, yard improvements and other applicable features within a 1-foot tolerance. Locate appurtenances within the road right-of-way including mail boxes, signs, traffic control devices, striping and other traffic marking improvements, visible traffic signal loops and similar features.

Not included in the field survey work is:

- The location of septic tanks, septic tank drainfields, buried stormwater dispersion facilities, underground storage tanks, or similar features that are buried or inaccessible;
- Any work that involves confined access requirements;
- Collecting downstream drainage information more than 200 feet from road centerline; and
- Work outside of the right of way and areas that do not have a right of entry.

Base Mapping

Plan sheet format, title blocks, and layout as provided by the City will be used. Plan sheet size will be 22" by 34". The base maps will be delivered to the City in electronic point file format with descriptions using Autodesk Land Desktop 2005. The 3-D TIN shall be included in the base drawing and will be in a format compatible with Autodesk Land Desktop 2005. Layering and symbols will conform to DEA format or convention. The base maps will be put into sheet format suitable for future road improvement design work with the top half of the sheet showing the plan view and the bottom half reserved for the profile view. An existing road centerline profile will be developed. Station breaks at even roadway stations will be developed for each sheet. Right-of-way survey

data will be used to establish property lines and boundary information. A hard copy of the base maps will be provided to the City that have been stamped and signed by a Professional Land Surveyor.

- Process Data and Create Break Lines---Field survey data will be processed to develop project base maps. Base maps will be setup in sheet format that will establish the format of the project's engineering plans.
- Set up Base Maps---Prepare base maps at a scale of 1" = 20'. North will be towards the top of the sheet. Benchmark information will be noted along with the applicable datum. Basis of bearing information and survey control information will be described and noted. For the intersection locations, a station equation will be established for the road centerlines. Stationing will increase from south to north and from west to east.
- Develop Contours and Spot Elevations---Contour lines at one-foot intervals and spot elevations will be shown on the base maps.
- Planimetric Work, Property lines, and Easements---Base maps will include the right-of-way line and topographic features. Property lines and easements shown on the Assessor-Treasurer's maps and title reports will be added. Title reports will be provided by the City if they are to be used.
- WSDOT and applicable County road right-of-way lines will be shown as well as WSDOT/City turnback lines for improvements within the interchange area.
- Field Review---The draft base maps will be field reviewed for accuracy and completeness. The maps will be revised to show information discovered in the field review.
- QA/QC---The base maps will be prepared under the direction of a Professional Land Surveyor and quality assurance and control will be provided throughout the development of the base maps.

#### Services Provided by the City

- Permission to access onto adjacent private properties will be obtained by the City if it is deemed necessary and not obtainable by DEA.
- Provide available as-built utility plans, road and storm drainage plans, or other engineering plans.
- Assessor-Treasurer's maps showing ownerships, parcel numbers, and owner addresses when requested by DEA.
- Maps showing existing and proposed land uses, current zoning information, and other related land use information.
- Title reports if they are deemed necessary or the City agrees to reimburse DEA for their cost.

The following work tasks will be done as part of Phase 1 work for the general engineering services contract.

#### **PRELIMINARY ENGINEERING DESIGN**

This task involves developing a conceptual design to reflect the limits of the roadway improvements. Drainage improvements will consist of connecting to the existing storm water collection and conveyance system and installing additional catch basins and conveyance pipe at new curb returns and roadway widening or developing new outfalls as required. Water quality treatment and flow control facilities will be added at the locations that require treatment to comply with the current WSDOT and City stormwater design criteria.

Retaining walls will not be designed specifically for this work but will use proprietary wall designs. It is anticipated that City standard module block or gabion walls will be used and the Contractor will be responsible for submitting plans to the City if necessary as part of the construction process. Standard wall designs will be used whenever possible.

DEA will perform the following work for tasks 3 through 10 as applicable:

#### Preliminary Roadway Design

##### a. Horizontal Design:

- Develop construction centerlines including construction centerlines of intersecting roadways.
- Develop plan view layout of proposed improvements defined in the applicable work task statement. Evaluate plan view layout of improvements including curb, gutter, sidewalk, planter strip, roadway shoulder, and driveways. DEA will revise the layout one time and use the revised layout as the basis for Final Design.

##### b. Vertical Design

- Develop a proposed finished grade centerline profile. The finished grade profile will be developed using a direct offset of the existing grade at pavement centerline to design an “engineered” profile consisting of tangents and vertical curves. Develop preliminary superelevation diagrams when applicable for the various improvements. DEA will revise the profile one time and use the revised profile as the basis of design.

##### c. Roadway Sections

- Develop typical proposed roadway sections for each applicable work task.
- Prepare cross sections using LDD software and provide cut and fill lines, existing and proposed roadway surface and sidewalk. Cross sections will be prepared two times, one time for initial layout and one time for final layout.
- Develop preliminary retaining wall profiles.

##### d. Preliminary Grading Plans

- Develop preliminary grading plans and cross sections for the various proposed improvements.

##### e. Preliminary Site Preparation and TESC Plans

- Develop preliminary site preparation plans for the proposed work tasks showing clearing limits, needed utility relocation work, and TESC measures.

f. Preliminary Design Report

- Prepare a Preliminary Design Report to document design decisions and assumptions from the preliminary design task.

Preliminary Drainage Design

- a. Prepare a preliminary Storm Drainage Report for the conveyance system and water quality facilities using the WSDOT Highway Runoff Manual for improvements that are in WSDOT right-of-way and City right-of-way. One report will be prepared for WSDOT work and one for City work. One comprehensive preliminary and final drainage report will be done for improvements within WSDOT right-of-way

b. Conveyance System

- Prepare a horizontal and vertical layout of the proposed storm drainage network to approximately the 30% completion stage. Existing catch basins and pipe conveyance systems will be utilized when possible.
- Prepare a horizontal and vertical layout of water quality and water quantity control facilities to approximately 30% completion stage.
- Design pipe inverts, slopes and diameters to match existing systems and design flow rates.

Preliminary Construction Cost Estimate

- Prepare a preliminary Engineer's Opinion of Probable Cost (Cost Estimate) based on the developed conceptual design. An estimate will be prepared for each applicable work task.

Preliminary Channelization Design

- Develop channelization design as applicable for the proposed work tasks. This work includes establishing right turn and left turn lane pocket lengths, ramp taper lengths and cross walks configurations as appropriate at each location. Separate channelization plans will be done for each work task in City right-of-way. Comprehensive preliminary and final channelization plan will be done for improvements within WSDOT right-of-way.

Deliverables for preliminary engineering design will include the following to the 30% completion stage:

1. Cost Estimate
2. Preliminary Design Plans including applicable title blocks, vicinity maps, legends and related information and sheets
3. Title sheet
4. Typical Sections
5. Plan and Profile sheets
6. Plan view includes proposed shoulders, sidewalks, curb, gutter, walls, paving limits, storm drainage structures (with inverts) and pipes;
7. Preliminary Channelization Plans

8. Preliminary Traffic Signal and Intersection Plans
9. Preliminary Storm Drainage Report (3 copies)
10. Preliminary Design Report (3 copies)

### **FINAL ENGINEERING DESIGN AND PS&E DOCUMENTS**

This task involves developing final plans, specifications, construction estimates, and final bid documents for the project work tasks. It is understood that the City may put the various work tasks out to bid as one package, individually, or a combination of the work tasks. A final Design Report will be prepared. A final Drainage Report will be prepared. Channelization, signing, and illumination plans will be prepared for the applicable work tasks.

DEA will perform the following work tasks as identified below:

#### Final Roadway Design

##### a. Horizontal Design:

- Develop final construction centerlines for the various improvements.
- Develop final plans of the proposed improvements defined in the applicable work task statement.

##### b. Vertical Design

- Develop final finished grade centerline profiles for each of the various improvements. The finished grade profile will be developed using a direct offset of the existing grade at pavement centerline to design an “engineered” profile consisting of tangents and vertical curves. Develop final superelevation diagrams for applicable work tasks and roadway segments.

##### c. Roadway Sections

- Develop final roadway sections for each applicable work task.
- Prepare final cross sections using LDD software and provide cut and fill lines, existing and proposed roadway surfaces and sidewalks.

##### d. Grading Plans

- Develop preliminary grading plans and cross sections for the various proposed improvements.

##### e. Site Preparation and TESC Plans

- Develop preliminary site preparation plans for the proposed work tasks showing clearing limits, needed utility relocation work, and TESC measures.

##### f. Final Design Report

- Prepare a final Design Report to document design decisions and assumptions from the preliminary design task.

#### Final Drainage Design and Details



- a. Prepare a final Storm Drainage Report for the conveyance system and water quality facilities using the WSDOT Highway Runoff Manual for improvements that are in WSDOT and City right-of-way. One drainage report will be done for work in City right-of-way. A final comprehensive drainage report will be done for all improvement work in WSDOT right-of-way.
- b. Conveyance System
  - Prepare a final horizontal and vertical layout of the proposed storm drainage networks Existing catch basins and pipe conveyance systems will be utilized when possible.
  - Prepare final horizontal and vertical layouts for water quality and water quantity control facilities.
  - Design flow control facilities and applicable sizing calculations for the structures.
  - Design pipe inverts, slopes and diameters to match existing systems and design flow rates.

#### Final Construction Cost Estimate

- Prepare a final Engineer's Opinion of Probable Cost (Cost Estimate) based on the developed conceptual design. A separate estimate will be prepared for each applicable work task.

#### Final Channelization Design, Signing, and Bypass facilities

- Develop channelization design as applicable for the proposed work tasks. This work includes evaluating right turn and left turn lane pocket lengths and cross walks configurations as appropriate at each location and a signing plan with details.

#### Final Illumination Plans

Develop final illumination reports and final illumination plans for the various work tasks. It is understood that the City will use its standard decorative lighting fixture for all work tasks and special lighting designs will not be required for work in City right-of-way.

#### Final Landscape Plans

- Develop a final landscaping plan for the various work tasks. It is understood that the City will use one standard street tree with sod for all work in City right-of-way.
- Develop a final irrigation plan for the various work tasks where applicable. Provisions for an irrigation plan have not been included for improvements in WSDOT right-of-way.

#### Final Special Provisions and Construction Bid Documents

- Develop a special provisions document for each work task.
- Develop construction bid documents for each work task.

Deliverables for final engineering design will include the following:

1. Final Plans, Specifications, and Estimate for the applicable task.
2. Final Storm Drainage Report (3 copies)
3. Final Design Report (3 copies)

#### 4. Final Geotechnical Report (3 copies)

### **RIGHT-OF-WAY PLANS**

This task involves preparing exhibits and legal descriptions for proposed right-of-way acquisition (both fee simple and easements) to construct the various work tasks. If federal funding is received for the various project tasks, right-of-way acquisition negotiations may not begin until after the environmental permitting has been approved by WSDOT and FHWA. The right-of-way plans will be developed concurrent with the environmental permitting task to condense the design phase schedule. The development of right-of-way documents will begin when the project plans are at approximately the 90% complete stage.

DEA will perform the following work tasks as identified below:

#### **Preliminary Right-of-Way Plans**

- Prepare a right-of-way matrix to identify the parcel number and total area of land where fee simple acquisition is identified. The new right of way limits will be established based on the Preliminary Plans. Proposed right-of-way limits will be expanded to include proposed sidewalk, landscape walls, storm water quality and quantity control facilities, and traffic signal equipment. Permanent easements required for slopes and utilities will be identified in the matrix, as well as temporary construction easements. Wetlands and wetland buffer areas will be shown if they involve or drive right-of-way acquisitions.
- Prepare right-of-way plans (plans will consist of exhibits on legal size paper) to include the parcels identified in the right-of-way matrix. Plans will list the parcel number, parcel owner, area of parcel to be acquired (fee simple) and area required for permanent and temporary easements.

#### **Final Right-of-Way Plans**

- Revise the right-of-way matrix to incorporate City comments on the preliminary plans and minor changes to the project's design.
- Revise right-of-way plans (exhibits) one time to reflect applicable City, DOE and COE review comments regarding the right of way matrix.
- Prepare legal descriptions and plan view exhibit for each parcel with fee simple acquisition, permanent easement, and temporary easement (for budgeting purposes, this task is assumed to include 4 legal descriptions). Submit legal descriptions and exhibits to the City for right of way negotiations.

### **WORK TASK 1---PROJECT MANAGEMENT AND CITY REPRESENTATION**

DEA will provide project management and support for Phase 1 work on a continuous basis for the duration of the project. Additionally, DEA will function in the role as a City staff person and provide City representation at meetings and discussions. It is understood that DEA does not have the authority to make binding commitments or enter into

agreements on behalf of the City. The intent is that project management work load is removed from the City and assumed by DEA.

Other work in this task include project meetings, providing project updates to the City as requested, preparing and submitting invoices, developing a project schedule, providing project management and oversight and engineering supervision, making periodic site visits, and performing internal QA/QC review for the project.

For this work task, DEA will:

- Coordinate with FHS's design consultant to integrate FHS frontage and waterline extension improvements with City projects;
- Develop one initial project schedule and two updates;
- Provide project management and professional engineering supervision;
- Provide status reports to the City either verbally or in written form every two weeks documenting key issues and decisions made for the project;
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project. This work task will also cover general office administrative support;
- Make site visits to determine whether design concepts can be practically implemented in the field;
- Provide internal QA/QC review throughout the design process; and
- Assist the City with the development of funding applications and preparation of required attachments. Work on this task will be done with the approval of the City.

## **WORK TASK 2---UTILITIES COORDINATION**

DEA will provide utility coordination effort for this project. DEA will coordinate the design of this project's infrastructure facilities with existing and planned utilities infrastructure facilities. It is understood that the success of this task is dependent on the cooperation and effort of the individual utilities involved with the project. Reasonable revisions to the project's design will be made to accommodate utility infrastructure. It is understood that this work task does not include design of any utility facilities, public or private.

For this work task, DEA will:

- Contact individual utilities and coordinate preliminary design information with them;
- Meet with utility company representatives two times to review the project and review individual plans and utility proposals and incorporate their infrastructure into the project's design; and

- Update project plans with minor adjustments one time only to accommodate existing or proposed utility infrastructure facilities; and

### **WORK TASK 3 THROUGH WORK TASK 10**

Major work items for work tasks 3 through 10 include complete survey, data collection, and base mapping, environmental inventorying, utility coordination work, preparation of a site specific Drainage Report, a project specific Design Report, site preparation and TESC plans, engineering plans, illumination plans, landscape plans, right-of-way plans, special provisions, cost estimate, and construction bid documents. Geotechnical and other reports will be submitted as applicable.

### **WORK TASK 3---CANTERWOOD BOULEVARD NW---WEST SIDE IMPROVEMENT PLANS**

Develop road plans for the construction of road widening on the west side of Canterwood Boulevard NW for south bound traffic with a beginning taper at north end of work. The widening would end at the existing Borgen Boulevard NW roundabout (Roundabout 1). From the road's existing centerline the road would be widened to two 12-foot lanes with a 10-foot shoulder. Curb and gutter are required (sidewalk is not required) for this segment of work on Canterwood Boulevard NW. This work consists of approximately 700 feet of improvement work.

### **WORK TASK 4---CANTERWOOD BOULEVARD NW---EAST SIDE IMPROVEMENT PLANS**

Develop road plans for the widening of Canterwood Boulevard NW from the road centerline easterly to two 12-foot lanes, curb and gutter, a four-foot landscape strip, and a 5.5-foot sidewalk. This work will extend from the existing Borgen Boulevard NW roundabout (Roundabout 1) to the south boundary line of FHS. This work consists of approximately 1500 feet of improvement work. Illumination, landscaping and irrigation are included in this work task.

### **WORK TASK 5---ROUNDABOUT AND BYPASS DESIGN REPORT AND IMPROVEMENT PLANS**

Prepare a design report and improvement plans for Roundabouts 1 and 2. The existing WSDOT roundabout (Roundabout 2) on the west side of SR-16 will be widened to two circulating lanes. A bypass lane will be added from Sehmel Drive NW to the southbound SR-16 on-ramp.

The design and plans will coordinate the two bypass lanes for Roundabout 1. one bypass lane will go from Canterwood Boulevard NW to the SR 16 northbound on-ramp and the other bypass lane will go from the SR 16 northbound off-ramp to Burnham Drive NW. The information contained in the FEIS document will establish the basic design parameters for both roundabouts. This work task also includes the inclusion of the four WSDOT ramps in the design report document.

This work task includes two reviews and two re-reviews and two revisions for WSDOT. Reviews and revisions beyond two will be considered extra work.

This work task also includes development of roundabout geometric design criteria and for the geometric criteria.

#### **WORK TASK 6--- SR-16 NORTHBOUND ON-RAMP IMPROVEMENT PLANS**

Develop road plans for the construction of a widened SR-16 northbound on-ramp to a length acceptable to WSDOT. This work consists of approximately 500 feet of improvement work although WSDOT could require longer merge/taper lengths.

#### **WORK TASK 7---SR-16 NORTHBOUND OFF-RAMP IMPROVEMENT PLANS**

Develop road plans for the construction of a widened SR-16 northbound off-ramp to provide additional storage on this ramp. Construct a bypass lane at the Borgen Boulevard NW roundabout (Roundabout 1) from the SR-16 northbound off-ramp to Burnham Drive NW. This work consists of approximately 1000 feet of improvement work including 450 feet of an additional 12-foot storage lane and 550 feet of taper distance.

#### **WORK TASK 8---SR-16 SOUTHBOUND OFF-RAMP IMPROVEMENT PLANS**

Construct a second lane on the SR-16 southbound off-ramp to the existing roundabout on Borgen Boulevard NW (Roundabout 2) on the west side of SR-16. This work consists of approximately 2000 feet of improvement work including 1500 feet of additional 12-foot lane widening and 500 feet of taper distance.

#### **WORK TASK 9--- SR-16 SOUTHBOUND ON-RAMP IMPROVEMENT PLANS**

Develop road plans for the construction of a widened SR-16 southbound on-ramp. The existing ramp will be widened to two lanes for a minimum distance of 200 feet and an additional 500 feet of merge/taper distance dependent on WSDOT requirements.

#### **WORK TASK 10--- SR-16/BORGEN BOULEVARD NW INTERCHANGE DESIGN REPORT AND CONCEPTUAL PLANS**

It is understood that this work task will be dynamic as all work is subject to WSDOT review and approval. It is assumed that submittals to WSDOT are limited to two submittals and two revisions only. Changes requested by WSDOT or the City thereafter will be considered extra work.

This work task will include the preparation of an interchange design report for proposed work in WSDOT right-of-way. The design report will include the development of preliminary and final drainage plans and a final drainage report for all work within WSDOT right-of-way. The design report will also include the preparation of preliminary and final channelization plans for all proposed improvements to be done within WSDOT right-of-way. The report will include all four of the SR-16 ramps and the roundabouts.

This work task will also include the development of an Interchange Plan for Approval (IPA) for a proposed new interchange design. It will review and develop long range concepts for the development of a single point urban interchange (SPUI) at this interchange. An alignment plan for each of the four SR-16 ramps will be established using a conceptual SPUI design that meets WSDOT design criteria as well as storage volume criteria established in the 2005 Comprehensive Plan Amendment SEIS. Tentative signal system criteria will be reviewed and documented.

Alignments for Phase 1 ramp widening work will be developed as well as alignments for ramps using an ultimate design concept which at this time is a SPUI concept. Cross sections will be run for each and compared to one another to determine if Phase 1 work can be made compatible with the ultimate design.

Plans will be developed to the 15% completion stage for a SPUI to replace the two existing roundabouts at this interchange. The conceptual plan will also look at what work can be done to minimize throw away work at this interchange.

Long range concepts such as the development of new lanes in SR-16 where the ultimate HOV lanes will reside will be studied. Project limits, geometric design criteria, a tentative roadway section, and a cost estimate will be developed for the HOV widening concept. Additional review of the existing bridge plans will be made after a tentative SPUI design is developed to determine how much of the existing bridge structure can be used for the SPUI design. A tentative drainage plan will be developed that would accommodate additional storm water runoff that would be created if paving in the future HOV lane locations was to occur.

A project analysis report will be needed for this project. This work task will document all design deviations that will need to be reviewed and approved by WSDOT. The existing roundabouts do not meet current design standards and will require a deviation. The existing ramps are adjacent to wetlands and it is likely that design deviations will be requested to minimize impacts to wetlands and wetland buffer areas. This work task is limited to two submittals to WSDOT and two revisions. Changes requested by WSDOT or the City thereafter may be considered extra work.

This work task will also include the development of plans to the 100% completion stage for the re-stripping of the existing bridge over SR-16 from two lanes to three lanes.

The survey work will include the complete survey of the existing bridge structure to establish criteria for the feasibility of widening this structure in the future to accommodate a SPUI. Survey and base mapping work for the SR-16 mainline and existing bridge structure will be included in this work task.

#### **WORK TASK 11---ENVIRONMENTAL DOCUMENTATION AND PERMITTING**

This work task will prepare environmental documents and reports for the overall project and associated work tasks with the assumption that federal funds may be used for the project in the future. It is assumed for work scope purposes that a Categorical Exclusion will be issued for this project which will require the completion of disciplinary reports and technical memorandums to meet environmental documentation requirements.

A Documented Categorical Exclusion (DCE) will be prepared that meets the requirements of the National Environmental Policy Act (NEPA). The discipline reports and technical memorandums prepared for the DCE will also be used to prepare the Checklist for compliance with the Washington State Environmental Policy Act (SEPA). The following work elements describe the tasks necessary to prepare the DCE according to WSDOT's 2001 Environmental Procedures Manual and the Local Agency Guidelines

(LAG) Manual. This work will cover the entire project as previously defined in the Scope of Services for this project.

The environmental work will also include the City's Municipal Code to include Title 18 for the SEPA document. The conditions established in the City's Critical Areas Ordinance will be addressed in the project's environmental documentation as well.

### **NEPA and DCE Framework and DCE Scoping**

- Coordinate with the City and prepare a Statement of Purpose and Need for the Project. The Statement of Purpose and Need will identify the proposed action, concisely identify and characterize the specific problems that the proposed action is intended to address, and demonstrate why the study limits and study area boundaries are logical.

The Statement of Purpose and Need will be reviewed once by the City and other agencies. Review comments will be consolidated into a single document by the City, and revisions to the draft Statement of Purpose and Need will be incorporated by DEA into a final Statement of Purpose and Need for inclusion in the DCE. It is anticipated that other agencies such as Pierce County, WSDOT, and FHWA may also review this and other environmental products;

- Conduct an informal scoping meeting with agency staff to solicit input on the project and the discipline reports/technical memorandums and arrange, prepare for, and conduct one agency-scoping meeting. The meeting format is expected to include a presentation by DEA covering the proposed action. This presentation will be followed by an informal question and answer period;
- Send out copies of the project information packet and meeting agenda to federal, state, and local agencies; affected jurisdictions; and local officials DEA prior to the scoping meeting;
- Coordinate scheduling of the meeting with City and arrange for set-up and take-down of displays provided at the meeting location;
- Prepare minutes of the agency scoping meeting;
- Provide preparation of materials for one agency scoping meeting; arrangement of and attendance at agency scoping meeting; 20 copies of the information packet and fact sheet; sign-in sheets; copies of fact sheets, handouts, mailings, announcements, and other written information provided; meeting minutes summarizing key issues, pertinent information, and comments received from the agencies and jurisdictions; and a list of agencies that attended or were consulted;

### **Discipline Studies**

For this work task, DEA will:

- Prepare a description of the project and supporting graphics for use in each of the discipline reports and technical memorandums. The project description will identify other alternatives that have been eliminated from detailed study.

The draft description of the project will be reviewed once by the City. Review comments of the City will be combined into a single document by the City, and the project description will be revised once by the DEA into a final description for inclusion in the discipline reports and technical memorandums.

- Develop information to assess the environmental consequences of the project, and opportunities for mitigation of adverse impacts. The discipline reports and technical memorandums prepared as part of this task will provide the basis for preparation of the Final ECS. Only one project alternative will be evaluated in the discipline reports and technical memorandums.
- Prepare discipline reports and technical memorandums using the format identified in the WSDOT Environmental Procedures Manual. This format will summarize the results of coordination with Federal, State, City, and local agencies; describe the methodology used to assess impacts; identify the affected environment; predict and analyze the construction-related (short-term) and operational (long-term) impacts (including direct, indirect, and cumulative) of the project implementation; and identify opportunities and measures for mitigating significant adverse impacts.
- Assume that draft discipline reports will be prepared for air quality; noise; soils and geology; groundwater; surface water quality and quantity; wetlands; biological resources, including plants, animals, fish, and threatened and endangered species; traffic and transportation; cultural, historic and archaeological resources; and land use, recreation, Section (6f) and Section 4(f).
- Assume that draft technical memorandums will be prepared for hazardous materials and socioeconomic including environmental justice. If additional discipline reports or technical memorandums are identified during the scoping process or public outreach meeting, DEA will prepare a supplemental scope of work and cost estimate.
- Draft discipline reports and technical memorandums will be reviewed for format, style, clarity, and consistency by the City. DEA's senior scientists will review the documents for substantive content and technical accuracy. Five copies of each draft discipline report and technical memorandum will be provided for review by the City and WSDOT.
- Discipline Reports and technical memorandums will be submitted as they are completed. Reports and memorandums may be submitted as individual documents and will be reviewed by the City of Gig Harbor and WSDOT individually. This scope and budget plans for up to three (3) review cycles with minor editing required for each review.

The discipline reports will follow the general criteria discussed below.

### Geology and Soils

Landau Associates will provide the subsurface data collected for the preliminary engineering analysis will be used as a basis for preparing the soils and geology discipline



report. No additional borings will be drilled specifically for the discipline report. The discipline report will include an existing conditions section that will describe subsurface conditions, project geology, tectonics and seismicity, geologic hazards, and sensitive areas. The discipline report will also include a discussion of geotechnical impacts in relation to each element of the affected environment (direct, indirect, and cumulative impacts) as well as impacts during construction. Mitigation measures will be proposed to offset potential impacts.

### Air Quality

The project may receive federal funding; therefore the project must comply with conformity requirements. Conformity requirements apply to projects that reside in a maintenance area for Carbon Monoxide (CO). The Clean Air Washington Act (CAWA) of 1991 (Revised Code of Washington 70.94) requires transportation plans, programs and projects to be consistent with the State Improvement Plan (SIP) to improve air quality in areas where federal air quality standards are not met or in maintenance areas. As part of the discipline report, Environalysis will perform an air quality analysis to demonstrate project conformity that the proposed transportation project does not cause or contribute to existing air quality problems. The conformity demonstration provides an analysis that evaluates compliance with existing air quality control plans and programs, identifies whether the proposed project will present air quality impacts to the existing environment and identifies mitigation measures that must be employed to minimize impacts to the existing environment. A conformity determination must be made based on the “hot-spot” modeling analysis conducted on high Level of Service (LOS) and high volume intersections. A finding of conformity is met when the proposed project does not:

- Cause or contribute to any new violation of federal air quality standards.
- Increase the frequency or severity of any existing violation of federal air quality standards.
- Delay timely attainment of federal air quality standards.

The air quality discipline report will summarize the results from the conformity analysis. The report will include a general discussion of the existing air quality within the project vicinity, key pollutants of concern and pollution sources, the long-term impacts from changes in vehicular traffic operating on the roadway will be discussed, and how the proposed project will have an impact on air quality. The project will be evaluated for up to a maximum of three intersections. Air quality impacts from construction activities and vehicles operating on the roadway will be evaluated qualitatively. Temporary air quality impacts during construction will be examined, and mitigation measures to control fugitive dust will be discussed referencing the Memorandum of Agreement with the Puget Sound Clean Air Agency regarding fugitive dust in Short Term Mitigation measures.

### Water Resources

This discipline report will discuss impacts to surface waters, floodplains, and groundwaters within the project area. The discipline report will identify McCormick

Creek in the study area that may be affected by the project. As part of the Existing Conditions, a description of their general hydrologic characteristics and overall water quality will be prepared. The water quality analysis will identify streams that are on the Section 303(d) list and describe their limiting parameters. Important aquatic resources will be determined from available literature and information obtained from resource agencies.

Current Federal, State, and local stormwater management requirements will be identified that would apply to the project. Potential stormwater quantity and quality treatment measures that may be used will be identified. Meetings will be conducted with City of Gig Harbor and with selected resource agencies. Emphasis will be placed upon determining stormwater treatment requirements that are realistically foreseeable as a result of changing stormwater management regulations. Opportunities for retrofit of existing facilities to improve water quality and runoff will be assessed and identified.

Long-term annual pollutant loads to creeks will be estimated using the methods described in the WSDOT Highway Water Quality Manual (WSDOT, 1988). Those methods rely on predictions of average daily traffic, determinations of highway length and change in impervious surfaces, and relationships established by long-term highway runoff studies in Washington. No flow or water quality data will be collected.

Cumulative effects on water quality will consider the potential for additional sediment delivery based on information in existing watershed. General secondary and/or cumulative impacts of the project on surface waters will be identified.

Potential mitigation measures for stormwater quantity and quality impacts will be identified, as appropriate.

Existing data describing floodplains will be identified and collected from a variety of jurisdictions. Sources of information include National Flood Insurance Program (NFIP) maps, Federal Emergency Management Agency (FEMA) maps, the City's floodplain mapping, and county floodplain or floodway information. For the project, areas lying within both floodways and 100-year floodplains will be plotted to show areas of potential impact. Mitigation measures, such as compensatory storage, will be identified where impacts occur.

Subsurface data collected for the preliminary engineering analysis will be used as a basis for preparing the groundwater section of the water resources discipline report. The discipline report will include an existing conditions section that will describe subsurface conditions, the groundwater flow regime and current water use and users. The discipline report will also include a discussion of hydrogeological impacts in relation to each element of the affected environment (direct, indirect, and cumulative impacts) as well as impacts during construction. Mitigation measures will be proposed to offset potential impacts.

## Fisheries, Wildlife, and Vegetation

### Upland Vegetation and Wildlife

- The report will identify documented sensitive wildlife, plant, and habitat occurrence from existing sources including the U.S. Fish and Wildlife Service

(USFWS), Washington Department of Fish and Wildlife Priority Habitats and Species program, Washington Department of Natural Resources (DNR) Natural Heritage Information System, and local jurisdiction's inventories. The analysis will address federal and state-listed threatened and endangered plants and animals, as well as other species of special concern that could be present in the study area. Areas affected under each alternative will be identified and estimated using drawings from preliminary engineering designs.

- The methods of the analysis, existing conditions, and projected impacts for the project in upland vegetation and wildlife will be included in the discipline report. The report will identify direct, indirect, and cumulative effects on wildlife and terrestrial habitat. The report will identify opportunities to mitigate potential significant impacts. The report will identify any required permits from federal, state, or local agencies.

#### Fisheries

- The discipline report section on fisheries will describe major stream systems in the study area. Stream conditions in the project area will be evaluated using information available in published sources, project maps and databases, data available from resource agencies, and information collected during an on-site investigation. The affected environment section will include description of watersheds, stream systems, fish species presence, status of salmonid (salmon and trout) species/stocks, and general fish habitat conditions and limitations. The report will focus primarily on salmonids, but will also address other fish species that are protected or of concern. The report will also provide the information for preparation of the Biological Assessment in the appropriate format. As each project element is developed, this information will need to be updated with current, location-specific information from NOAA Fisheries, U.S. Fish and Wildlife Service, and Washington State Department of Fish and Wildlife databases.
- The discipline report will evaluate potential projects impact on fish populations. Potential impacts will be assessed at a level of detail matching that of the project plans and descriptions. The assessment will include direct, indirect, and cumulative effects on fish and aquatic systems. Opportunities to implement mitigation measures to avoid and reduce impacts to fish and aquatic habitat will be identified. Required permits from federal, state, and local agencies will be identified.

#### Biological Assessment

- Based on the Fisheries, Wildlife and Vegetation discipline report, a biological assessment will be prepared to address Section 7 of the Endangered Species Act (ESA). This report will assess impacts to proposed/listed endangered and threaten species within the study area. The consultant shall prepare drafts of the BA for review and comment by the WSDOT and resource agencies. The consultant assumes up to three rounds of review may be required.

## Wetlands

Identification and mitigation of wetlands work will follow Federal, State and City criteria including the City's wetland ordinance 1036 and the City's critical area ordinance.

Preliminary identification of on-site wetlands will be based on review of the USFWS National Wetland Inventory, DNR, Natural Heritage Information System, and local jurisdiction wetland inventories. Wetland boundaries will be delineated during an on-site investigation utilizing methods described in the U.S. Army Corps of Engineers' 1987 Manual and the Department of Ecology's 1997 Washington State Wetlands Identification and Delineation Manual. A wetland functional assessment will be performed.

For the project area, total areas of wetland impact will be calculated based on design drawings and the surveyed and mapped boundaries of the delineated wetlands. Mitigation opportunities will be discussed and potentially required permits will be identified.

## Noise

The noise analysis for this project will follow WSDOT Noise Abatement policy guidelines. Environmental analysis will provide a noise assessment of whether the proposed project will present noise impacts to sensitive receptors near the project area and whether noise abatement will be required to minimize impacts to the existing environment. If noise impacts are expected, noise-reduction measures that are determined by the state highway agency and FHWA to be practicable, reasonable, and acceptable to the public must be incorporated into the project. The noise analysis will follow the WSDOT Traffic Noise Analysis and Abatement Policy and Procedures Manual which is a document that provides guidance and criteria for conducting traffic noise impact and mitigation analyses consistent with federal highway traffic noise standards in 23 CFR 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise. Background measurements will be obtained at up to 5 measurement locations. Project impacts will be assessed at these locations utilizing the Traffic Noise Model. The noise discipline report will summarize the results of the noise analysis and determine whether noise abatement is required.

## Hazardous Materials and Wastes

Landau Associates will prepare a hazardous materials technical memorandum consistent with the requirements in WSDOT's Environmental Procedures Manual. The hazardous materials and wastes review will consist of research of historical sources and environmental agency records. Historical sources will include historical aerial photographs available from WSDOT archives and historical fire insurance maps (Sanborn maps), where available, for selected portions of the corridors. Environmental agency records to be reviewed will include, subject to availability, the following databases:

- Federal NPL Site List and CERCLIS List
- Federal RCRA TSD Facilities List
- Federal RCRA TSD Generators List
- Federal ERNS List

- Washington State's Lists of Hazardous Waste Sites Identified for Investigation or Remediation (NPL and CERCLIS Equivalents)
- Washington State's Landfill or Solid Waste Site Lists
- Washington State's Leaking UST Lists
- Washington State's Registered UST Lists

To complete the review of these records, the services of a professional environmental data retrieval service will be used.

Limited site reconnaissance of sections of the corridor where historical or environmental agency records indicate the possible presence of hazardous wastes or hazardous substances, including petroleum products, will be performed. The site reconnaissance will not include any subsurface investigations or sampling of environmental media. Specific hazardous material surveys will not be performed. Locations within identified alignments where possible hazardous building materials are present will be noted. Properties with identified or potential hazardous wastes or hazardous substances, including petroleum products, that exceed de minimis quantities, will be displayed in map form. If the presence of potential hazardous material sites is identified during site reconnaissance or during geotechnical investigations, a work scope and budget modification will be needed to evaluate this information.

Short- and long-term impacts related to conditions identified by the review will be identified. Mitigation measures for these impacts will also be identified.

#### Farmland Resources

It is not anticipated that farmland resources will be an environmental issue that needs to be considered for this project. No work is included in this sub-task at this time.

#### Land Use, Recreation and Section 4(f) and 6(f) Resources

Existing and future land uses in project area will be identified from the City's Comprehensive Plan. Potentially affected resources and infrastructure will be identified and estimated. Impacts on future growth will be discussed for the project.

Existing and planned publicly owned parks, trails, and recreational facilities; significant privately owned recreational facilities; and known Section 4(f) and Section 6(f) resources (involves IAC funds) will be identified from local park and recreation comprehensive plans. Potentially affected resources and the areas of effect will be identified and estimated. Potential construction and operational impacts on parks and recreation facilities will be discussed for the project.

The scope of work and cost estimate assumes that no Section 4(f) and 6(f) resources are impacted. If Section 4(f) or 6(f) resources are found to be impacted by the project, DEA shall prepare a Section 4(f) Evaluation under Section 4(f) of the Department of Transportation Act or an Environmental Impact Assessment (EIA) under Section 6(f) of the Land and Water Conservation Fund Act of 1965, as an extra service.

## Historical and Cultural Resources

Northwest Archaeological Associates will address archaeological resources, historic buildings and structures, and traditional cultural places, using four tasks: archival review, consultation, field reconnaissance, and discipline report preparation. This phase is an identification effort only; any archaeological resources and/or traditional cultural places that are identified that may be significant would need to be evaluated in a second phase if they could not be avoided. If a significant cultural resource cannot be avoided, mitigation would need to be developed by a professional archaeologist in consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP).

It is assumed that there are no historic buildings or structures within the limits of the project.

**Archival Review:** Pertinent literature on the archaeology, ethnography, and history of the project areas would be reviewed to determine the existence of archaeological sites and to determine the probability for archaeological resources and traditional cultural places in the project area. Previous cultural resources studies, historic buildings and structures inventories, ethnographies, local histories, historic maps, as well as records held by the DAHP and Pierce County Office of Cultural Resources would be consulted.

**Agency/Tribal Consultation:** The Puyallup and Squaxin Suquamish Indian Tribes and Washington Department of Archaeology and Historic Preservation (DAHP) will be formally notified of the project Section 106 consultation through a letter from WSDOT. The consultant will be responsible for drafting the notification letter required to initiate this process. Prior to submittal to WSDOT, the Consultant will submit notification letter for review/comment and final approval by the City.

**Field Reconnaissance:** A systematic field reconnaissance would be conducted to identify previously recorded and/or unrecorded archaeological sites within the limits of project work. Any new site that is discovered would be mapped, photographed, and recorded on Washington State's Archeological Inventory forms and submitted to the DAHP for Smithsonian numbers.

Rights-of-entry would be provided by the City. If the project area is not readily identifiable using maps, knowledgeable personnel regarding project area boundaries may be asked to accompany the archaeologist in the field.

**Discipline Report:** A discipline report would be prepared; describing cultural resources identified in the project area, which meets state and federal standards for reporting as outlined in the guidelines provided by the State Office of Archaeology and Historic Preservation, and is consistent with the WSDOT Environmental Procedures Manual. The report would include summary background information appropriate to a cultural resources assessment of the project area, including environment, previous cultural resources studies; ethnography/ethnohistory, and history; listing of historic buildings and structures that may be affected by the project, methodology and results of the investigation, and a map of located archaeological sites and historic buildings and structures.

Recommendations would be extended for any archaeological sites that may be significant or historic buildings and structures that require inventorying or may be significant.

## Socioeconomic and Environmental Justice

The Affected Environment description will identify and describe development patterns along the project corridor, demographics, community character, and community/social resources. The description will be based on existing documentation, Census data, and personal interviews with local government staff. PSRC data for Forecast and Analysis Zones and data from other existing sources will be used to describe baseline conditions and trends in population, housing, employment, development, and level of economic activity within the study area.

The environmental consequences analysis will assess potential direct and indirect impacts on the area during construction and operation. Impacts will be described by project segment, and will include discussion of such potential impacts as changes in quality of life, barriers to social interaction, impacts to community resources, and effects on safety and security. The Mitigation discussion will identify measures to minimize the identified social/neighborhood impacts. Consultation with relevant local government staff will occur to assist in the identification of reasonable and acceptable mitigation measures.

The analysis will also include identifying whether there are minority or low income populations disproportionately affected by the project. These impacts may come from air, noise, and water pollution, soil contamination, destruction or disruption of man-made or natural resources, destruction or disruption of aesthetic values, destruction or disruption of community cohesion or a community's economic vitality. Consideration will be given to individual and cumulative effects.

## Traffic and Transportation

This discipline report will include an analysis of future traffic conditions (year 2030) along the project. Existing studies and reports previously prepared for the project will be used and modified for this task.

## **CE Documentation**

### Prepare Preliminary ECS

In this Work Element an Environmental Classification Summary (ECS) will be prepared in accordance with requirements in the Local Agency Guidelines (LAG Manual) for preparation of a NEPA DCE. DEA will prepare a preliminary ECS using the information from the discipline reports. The ECS will be submitted with the Project Prospectus and Local Agency Agreement to the Region Local Programs Engineer for internal review.

### Prepare Final ECS

- After reviewing comments from WSDOT and the City on the preliminary ECS, DEA will prepare a Final ECS.
- The Final ECS will be submitted to the Region Local Programs Engineer for FHWA's final concurrence. The Final ECS will be sent to resource agencies for information and coordination purposes.

## **SEPA Documentation**

### Draft SEPA Checklist

DEA will prepare a draft SEPA checklist based substantially upon the discipline reports prepared for the NEPA DCE. The checklist will follow the City's adopted SEPA Procedures.

The Draft SEPA checklist will be submitted to the City for one round of review and comments. The City will compile the comments from the various reviewers into a single set of comments and transmit them to DEA who will revise the checklist based on the comments.

### Final SEPA Checklist

DEA will submit a Final SEPA checklist to the City for use in preparing a threshold determination as required under SEPA. The City shall be responsible for preparing, publishing, and documenting the threshold determination.

### Respond to Comments

The SEPA process allows for public comment on the threshold determination issued by the City. Since the number and nature of comments cannot be determined in advance, DEA shall provide responses for up to fifty total comments from the public. The level of effort in responding assumes that no new research is necessary, but that clarifications and restatements of existing information are sufficient.

## **Public Outreach**

### Supplemental Public Meeting

At the City's request, DEA shall assist and coordinate a public meeting after completion of the discipline reports. One purpose of the meeting is to disclose to the public what was discovered during preparation of the reports. DEA shall prepare up to six display boards for use at the public meeting. Additional materials for distribution to the public will include a project foldout illustrating key issues, a schedule, and opportunities for involvement. DEA shall prepare up to 100 foldouts for distribution at the meeting. Representatives of each of the key environmental disciplines along with key engineering staff shall attend the meeting and be available to answer questions. The City shall arrange for and advertise the location of the meeting.

### Additional Public Outreach

At the City's request, DEA will be available to address up to three community meetings involving local agencies, private companies, or non-governmental entities. The purpose of the addresses shall be to inform the entities of the project and solicit input on the environmental and engineering issues. These meetings are less formal than public meetings and are usually a regularly scheduled meeting of the entity requesting the presentation. DEA's Project Manager and the Lead Environmental Manager shall be available to attend and address the three meetings.



## **Stream Relocation & Wetland Mitigation Plan**

### Draft McCormick Creek Relocation Plan

The relocation of McCormick Creek in the vicinity of SR-16 and Borgen Boulevard NW is a possible requirement to accommodate road widening and related storm drainage improvement work. This task will develop a stream relocation plan for McCormick Creek. The overall stream relocation mitigation plan would be subject to review by regulatory agencies, including the Washington Department of Fish and Wildlife (WDFW), U.S. Army Corps of Engineers (Corps), Washington State Department of Transportation (WSDOT), and Washington State Department of Ecology (Ecology). The relocation plan will be developed in stages to incorporate feedback from the appropriate entities at 10% and then 30% to gain concurrence early in the design phase.

### Final McCormick Creek Relocation Plan

This task includes a final stream relocation plan for McCormick Creek. The final plan will fulfill the WDFW, Corps, WSDOT and Ecology regulatory requirements and conditions for project permitting and construction.

### Wetland Mitigation Plan

A wetlands mitigation plan will be prepared to address the project's impacts to wetland areas. The draft mitigation plan is subject to review by WDFW, Corps, WSDOT, and the Department of Ecology. The mitigation plan will be developed in stages to incorporate feedback from the appropriate entities at 10% and then 30% to gain concurrence early in the design phase.

This work task will include time to investigate only two potential wetland mitigation sites to determine if they may be suitable for development as a wetland mitigation area. Task effort includes field review by an environmental scientist and survey staff.

### Final Wetland Mitigation Plan

This task includes a final wetlands mitigation plan for wetland areas impacted by the project. The final plan will fulfill the WDFW, Corps, WSDOT and Ecology regulatory requirements and conditions for project permitting and construction.

## **Environmental Permits**

This task includes the preparation and submittal of the Joint Aquatic Resource Permits Application (JARPA) to the appropriate regulatory agencies in order to obtain the environmental permits for project construction. Permits include:

- Gig Harbor Critical Areas review
- Pierce County Critical Areas review
- Washington Department of Fish and Wildlife Hydraulic Approval Permit (if stream relocation is required)
- US Army Corps of Engineers 404 permit

- Department of Ecology 401 Water Quality Certification

It is assumed that the City will be responsible for all permit application fees.

### **WORK TASK 12 PUBLIC MEETINGS AND INVOLVEMENT**

This work task involves providing information to the public and interested agencies about the project and its status. This work task is designed such that stakeholders, representative decision-makers and affected property owners have a forum in which to provide input into the project design and construction. Meetings would include project applicants, utilities, adjacent property owners or developers, WSDOT staff, City staff, WDFW, DOE, COE, FHS staff and their consultant(s) and other project stakeholders as applicable. DEA will not expend efforts or work hours beyond those specifically noted in Work Task 12 without the authorization of the City. Work beyond the time or fees allocated in Work Task 12 in Exhibit E will be considered extra work.

For this work task, DEA will:

- Attend or organize project stakeholders meetings. These meetings may include utility companies, other governmental agencies, and the general public. Eighty total work hours will be expended by the project manager with engineering support time provided by staff. Approximately 20 meetings will be attended throughout the duration of this agreement. It is anticipated that approximately four hours will be expended per meeting.
- Facilitate meetings with Gig Harbor Traffic Options Committee. The purpose of these meetings shall be to inform/update and solicit input from key stakeholders on the environmental and engineering issues surrounding the project. These meetings are informal and are scheduled quarterly throughout the project's duration. DEA's Project Manager and the Lead Environmental Manager shall be available to attend and address all meetings. One hundred and twenty total work hours will be expended by the project manager with engineering support time provided by staff. This provides for approximately 30 meetings or one every three weeks. It is anticipated that approximately four hours will be expended per meeting for the project manager.
- Organize and facilitate two public open houses. The first open house shall serve as a public input meeting where interested citizens can learn about the project and offer their comments on the project's preliminary environmental and design issues. The second open house is organized to provide the public with updated information on the project's final design and environmental consequences. DEA shall prepare up to six display boards for use at each meeting. Representatives from environmental disciplines along with engineering staff shall attend both meetings and will be available to answer questions. The City shall arrange for and advertise the location of each meeting. It is anticipated that approximately six hours will be expended per meeting for the project manager.
- Prepare and submit draft and final public outreach materials to the City for review and comment. Reviews and revisions beyond first draft submittal will be considered extra work. Outreach materials shall include: a total of two project newsletters and project updates to City's website every six months throughout the project's duration.

It is assumed that the City will provide the project webpage site location, design and maintenance. DEA will provide the text and graphics for all webpage updates. It is anticipated that approximately six hours will be expended per meeting for the project manager.

- Production and distribution of project newsletter. The City will provide the mailing list for project newsletter. DEA will be responsible for printing and mailing no more than 500 newsletters US First Class Mail. A digital high resolution pdf of each newsletter will be submitted for posting to the webpage.

### **SUBCONSULTANT SERVICES**

DEA will retain subconsultant services with the concurrence of the City to provide technical support. It is anticipated that subconsultant services will include the following: underground utility location company; a geotechnical firm to develop studies for both soils analysis and Phase 1 environmental work; noise and light subconsultant; archeological subconsultant, a subconsultant to review and possibly rewrite the City's CERB grant and others as required to complete the project.

It is noted that the geotechnical work performed will be adequate only for Phase 1 work. Additional geotechnical work will be needed for future phases of work and in particular bridge design work.

### **MANAGEMENT RESERVE FUND**

This is contingency work that is unknown to the City or DEA at the time of contract execution but may be required to complete work on the project. Work tasks that may be required in the future include the following:

- Work that needs review and approval by WSDOT beyond the two submittals and two re-reviews provided for in the Scope of Services;
- Provide for a Value Engineering (VE) study that may be requested by the City or an outside funding agency;
- Provide for additional environmental or permitting services to complete work that may be required by a review or permitting agency that is not provided for within this Scope of Services; and
- Provide for additional work that may be requested by the City for stakeholders groups such as the North Gig Harbor Traffic Options Committee and is not provided for within this Scope of Services.

It is understood that no work will be done by DEA that would use Management Reserve Fund monies unless DEA is authorized to do so in writing by the City.

### **EXCLUSIONS**

The following work tasks are not included in this Scope of Work:

1. Right-of-way acquisition, preparation of legal descriptions, easements, or similar work, obtaining property title reports, setting property corners or doing other survey work that would require the filing of a Record of Survey.
2. Additional design or survey work for WSDOT, or providing them with engineering information or data that has not already been developed under the scope of work for this project with the City. This includes additional survey work that WSDOT may request.
3. Negotiations with impacted utilities for utility placement or mandating that utilities provide DEA with utility location information for the development of the project plans. DEA will act on behalf of the City but it is understood that only the City has the authority to require the utilities to cooperate and provide requested information.

This Scope of Services identifies exclusions and assumptions to which DEA has relied in determining DEA's effort, fee, scope, and schedule for the project. DEA and the City agree to renegotiate these terms in the event an assumption or exclusion becomes invalid.

### **SERVICES PROVIDED BY THE CITY**

The City will:

- Obtain permission to access onto adjoining private properties for project design purposes.
- Provide all available record drawings for utility plans, road and storm drainage plans, or other engineering plans to DEA.
- Provide the most recent copies of Assessor-Treasurer's maps and current title reports for the development of the project's right-of-way plans.
- Provide all available maps, plans, deeds, and other documents not available from other sources to DEA.
- Provide current design standards and criteria in published form and in electronic format if needed by DEA.
- Provide all standards details needed for the project in electronic format compatible with AutoCAD 2005.
- Provide current storm drainage standards and criteria in published form and in electronic format if needed by DEA.
- Review all submittals made to the City within 10 working days and return them to DEA with written comments regarding needed changes or revisions.

### **PROJECT COMPLETION**

DEA will begin work on the project immediately after receipt of a written notice to proceed from the City. Delivery dates noted herein are based on the assumption that review agencies make timely reviews and unusual or substantial mitigation measures are not required. It is assumed that WSDOT also make timely reviews and that they do not require unusual or substantial improvements to their facilities that were not contemplated in this scope of services. It is assumed that utility companies provide timely responses to requested information including "field pot-hole" elevation information.

It is anticipated that some work tasks such as the interchange design report, City representation, and coordination work with WSDOT will continue on into Phase 2 work and will be done by DEA for the City.

It is anticipated that Phase 1 work will last until approximately March, 2008 or approximately 380 working days. Actual calendar days will be partially dependent upon receiving a written notice to proceed from the City and other delays that are outside the reasonable control of DEA.

**Exhibit A-2**  
**Scope of Work**  
**(Task Order Agreement)**

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. See Exhibit A which includes defined
- B. Work tasks 1 through 12
- C.
- D.
- E.
- F.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.





# Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

David Evans and Associates, Inc. certifies that the Disadvantaged Business  
Name of Bidder

Enterprise (DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

| Name of DBE Certificate Number                      | Project Role *<br>(Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider) | Description of Work                                | Amount to be Applied Towards Goal ** |
|---|---|--|--------------------------------------|
| 1. Northwest Archaeological Associates (ZF2604-662) | Subcontractor   | Historical and Cultrual discipline report for NEPA |                                      |
| 2.  |   |  |                                      |
| 3.  |   |  |                                      |
| 4.  |   |  |                                      |
| 5.  |   |  |                                      |
| 6.  |   |  |                                      |
| 7.  |   |  |                                      |
| 8.  |   |  |                                      |
| 9.  |   |  |                                      |
| 10.   |   |  |                                      |

Disadvantaged Business Enterprise Subcontracting Goal: None Required DBE Total \$ \_\_\_\_\_ \*\*\*

\* Regular Dealer status must be approved by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.  
 \*\* See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.  
 \*\*\* The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal or the average goal attainment of all bidders. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.



## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
  
- II. Any Other Electronic Files to Be Provided
  
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

See exhibit A for project development format. All information developed for this project and paid for by the City of Gig Harbor becomes the property of the City.

**Exhibit D-3**  
**Payment (Negotiated Hourly Rate)**

At the request of the City of Gig Harbor, the following information is provided regarding overhead rates:

1a. The negotiated overhead rate, as referenced in paragraph XIV 1, shall be David Evans and Associates, Inc.'s 2005 audited Federal Acquisition Regulation (FAR) overhead rate of 173.31%.

## **Exhibit D-3**

### **Payment (Negotiated Hourly Rate)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct non-salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

CITY OF GIG HARBOR  
GENERAL ENGINEERING SERVICES - PHASE 1 WORK  
EXHIBIT E  
CONSULTANT FEE DETERMINATION  
SCHEDULE OF RATES AND ESTIMATED HOURS

| DAVID EVANS AND ASSOCIATES, INC<br>3700 PACIFIC AVENUE EAST, SUITE 311<br>TACOMA, WA. 98424 | Principal<br>In Charge<br>QA/QC | Project/Survey<br>Manager | Project<br>Engineer | Water Res.<br>Engineer | Nat. Res.<br>Manager | Environ.<br>Planner | Sr. Traffic<br>Engineer | Senior<br>Scientist | Environ.<br>Scientist | Envir.<br>Admin | CADD<br>Technician | Landscape<br>Architect | Landscape<br>Designer | Sr. GIS<br>Specialist | Project<br>Surveyor | Survey<br>Technician | 2-Person<br>Sur. Crew | Accounting<br>Manager | Clerical  |
|---|---------------------------------|---------------------------|---------------------|------------------------|----------------------|---------------------|-------------------------|---------------------|-----------------------|-----------------|--------------------|------------------------|-----------------------|-----------------------|---------------------|----------------------|-----------------------|-----------------------|-----------|
| <b>WORK TASK 1---PROJECT ADMINISTRATION and CITY REPRESENTATION</b>                         |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Coordinate with FHS's Design Consultant   |                                 | 20                        | 15                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 10        |
| Provide Project Management and Professional Engineering Supervision                         |                                 | 380                       | 120                 |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Develop and Update Project Schedule   |                                 | 20                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Provide Status Reports to the City  |                                 |                           | 20                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 20        |
| Prepare and Submit Invoices   |                                 | 20                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       | 20                    |           |
| Make Site Visits as Necessary   |                                 |                           | 40                  |                        | 20                   |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 20        |
| Provide Internal QA/QC  | 60                              | 20                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Assist City with Development of Funding Applications  |                                 | 20                        | 40                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       | 20        |
| <b>Task 1 Total</b>   | <b>60</b>                       | <b>480</b>                | <b>235</b>          | <b>0</b>               | <b>20</b>            | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>40</b>          | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>0</b>            | <b>0</b>             | <b>0</b>              | <b>20</b>             | <b>70</b> |
| <b>WORK TASK 2---UTILITIES COORDINATION</b>   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Contact Utilities and Coordinate Preliminary Design Information                             |                                 |                           | 10                  |                        |                      |                     |                         |                     |                       |                 | 10                 |                        |                       |                       |                     |                      |                       |                       |           |
| Meetings with Utility Company Representatives   |                                 | 4                         | 20                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 10        |
| update Project Plans One Time Only with New Utility Information                             |                                 | 4                         | 30                  |                        |                      |                     |                         |                     |                       |                 | 50                 |                        |                       |                       |                     |                      |                       |                       |           |
| <b>Task 2 Total</b>   | <b>0</b>                        | <b>8</b>                  | <b>60</b>           | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>60</b>          | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>0</b>            | <b>0</b>             | <b>0</b>              | <b>0</b>              | <b>10</b> |
| <b>WORK TASK 3---CANTERWOOD BOULEVARD NW--WEST SIDE IMPROVEMENT PLANS</b>                   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 4                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 3                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 4                   | 12                   | 10                    |                       |           |
| Preliminary Roadway Design  |                                 | 2                         | 10                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design   |                                 | 2                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design   |                                 | 1                         | 4                   |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details   |                                 | 1                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design and Signing Plans   |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 12                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       | 4                   | 12                   |                       |                       |           |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       | 2                   | 2                    |                       |                       |           |
| <b>Task 3 Total</b>   | <b>0</b>                        | <b>24</b>                 | <b>98</b>           | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>120</b>         | <b>8</b>               | <b>40</b>             | <b>0</b>              | <b>16</b>           | <b>26</b>            | <b>14</b>             | <b>0</b>              | <b>24</b> |
| <b>WORK TASK 4---CANTERWOOD BOULEVARD NW - EAST SIDE IMPROVEMENT PLANS</b>                  |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 4                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 5                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   | 12                   | 18                    |                       |           |
| Preliminary Roadway Design  |                                 | 2                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design   |                                 | 2                         | 40                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design   |                                 | 1                         | 4                   |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details   |                                 | 1                         | 40                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design and Signing Plan  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 32                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 24                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 16                     | 40                    |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 24                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 24                 |                        |                       |                       | 8                   | 24                   |                       |                       |           |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       | 4                   | 4                    |                       |                       |           |
| Blank   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| <b>Task 4 Total</b>   | <b>0</b>                        | <b>26</b>                 | <b>192</b>          | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>232</b>         | <b>16</b>              | <b>40</b>             | <b>0</b>              | <b>24</b>           | <b>40</b>            | <b>22</b>             | <b>0</b>              | <b>24</b> |
| <b>WORK TASK 5---ROUNDBOUT AND BYPASS DESIGN REPORT AND IMPROVEMENT PLANS</b>               |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 12                  |                      | 8                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 10                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 8                   | 24                   | 24                    |                       |           |
| Preliminary Roadway Design  |                                 | 40                        | 40                  |                        |                      |                     |                         |                     |                       |                 | 60                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design   |                                 | 4                         | 20                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design   |                                 | 8                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details   |                                 | 1                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design and Signing Plan  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 8                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 24                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Develop Geometric Design Criteria and Update Traffic Information                            |                                 | 100                       | 100                 |                        |                      |                     |                         |                     |                       |                 | 120                |                        |                       |                       |                     |                      |                       |                       |           |
| <b>Task 5 Total</b>   | <b>0</b>                        | <b>180</b>                | <b>280</b>          | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>256</b>         | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>20</b>           | <b>24</b>            | <b>32</b>             | <b>0</b>              | <b>24</b> |

CITY OF GIG HARBOR  
 GENERAL ENGINEERING SERVICES - PHASE 1 WORK  
 EXHIBIT E  
 CONSULTANT FEE DETERMINATION  
 SCHEDULE OF RATES AND ESTIMATED HOURS

| DAVID EVANS AND ASSOCIATES, INC<br>3700 PACIFIC AVENUE EAST, SUITE 311<br>TACOMA, WA. 98424 | Principal<br>In Charge<br>QA/QC | Project/Survey<br>Manager | Project<br>Engineer | Water Res.<br>Engineer | Nat. Res.<br>Manager | Environ.<br>Planner | Sr. Traffic<br>Engineer | Senior<br>Scientist | Environ.<br>Scientist | Envir.<br>Admin | CADD<br>Technician | Landscape<br>Architect | Landscape<br>Designer | Sr. GIS<br>Specialist | Project<br>Surveyor | Survey<br>Technician | 2-Person<br>Sur. Crew | Accounting<br>Manager | Clerical |
|---|---------------------------------|---------------------------|---------------------|------------------------|----------------------|---------------------|-------------------------|---------------------|-----------------------|-----------------|--------------------|------------------------|-----------------------|-----------------------|---------------------|----------------------|-----------------------|-----------------------|----------|
| <b>WORK TASK 6---SR 16 NORTHBOUND ON-RAMP IMPROVEMENT PLANS</b>                             |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Establish Survey Control  |                                 | 4                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 5                     |                       |          |
| Field Survey Work and Base Mapping Work   |                                 | 6                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 4                   | 16                   | 16                    |                       |          |
| Preliminary Roadway Design  |                                 | 2                         | 10                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Drainage Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Drainage Design and Details --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Channelization Design and Signing Plan --- See Task 10                                |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Illumination Plans  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       |                     |                      |                       |                       |          |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |          |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 12                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24       |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       | 4                   | 12                   |                       |                       |          |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       | 2                   | 2                    |                       |                       |          |
| <b>Work Task 6 Total</b>  | 0                               | 24                        | 46                  | 0                      | 0                    | 0                   | 0                       | 0                   | 0                     | 0               | 56                 | 8                      | 40                    | 0                     | 16                  | 30                   | 21                    | 0                     | 24       |
| <b>WORK TASK 7 --- SR 16 NORTHBOUND OFF-RAMP IMPROVEMENT PLANS</b>                          |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Establish Survey Control  |                                 | 4                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 5                     |                       |          |
| Field Survey Work and Base Mapping Work   |                                 | 6                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 4                   | 16                   | 20                    |                       |          |
| Preliminary Roadway Design  |                                 | 2                         | 10                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Drainage Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Drainage Design and Details --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Channelization Design and Signing Plan --- See Task 10                                |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Illumination Plans  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       |                     |                      |                       |                       |          |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |          |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 12                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24       |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       | 4                   | 12                   |                       |                       |          |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       | 2                   | 2                    |                       |                       |          |
| <b>Work Task 7 Total</b>  | 0                               | 24                        | 46                  | 0                      | 0                    | 0                   | 0                       | 0                   | 0                     | 0               | 56                 | 8                      | 40                    | 0                     | 16                  | 30                   | 25                    | 0                     | 24       |
| <b>WORK TASK 8 --- SR 16 SOUTHBOUND OFF-RAMP IMPROVEMENT PLANS</b>                          |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Establish Survey Control  |                                 | 4                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 5                     |                       |          |
| Field Survey Work and Base Mapping Work   |                                 | 6                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 4                   | 16                   | 16                    |                       |          |
| Preliminary Roadway Design  |                                 | 2                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Drainage Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Drainage Design and Details --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Construction Cost Estimate  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Illumination Plans  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 24                 |                        |                       |                       |                     |                      |                       |                       |          |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |          |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 24                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24       |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 24                 |                        |                       |                       | 8                   | 24                   |                       |                       |          |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       | 4                   | 4                    |                       |                       |          |
| <b>Work Task 8 Total</b>  | 0                               | 24                        | 92                  | 0                      | 0                    | 0                   | 0                       | 0                   | 0                     | 0               | 112                | 8                      | 40                    | 0                     | 22                  | 44                   | 21                    | 0                     | 24       |
| <b>WORK TASK 9 ---SR 16 SOUTHBOUND ON-RAMP IMPROVEMENT PLANS</b>                            |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Establish Survey Control  |                                 | 3                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 6                     |                       |          |
| Field Survey Work and Base Mapping Work   |                                 | 5                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   | 16                   | 24                    |                       |          |
| Preliminary Roadway Design  |                                 | 2                         | 10                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Drainage Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |          |
| Preliminary Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Drainage Design and Details --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |          |
| Final Illumination Plans  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       |                     |                      |                       |                       |          |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |          |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 12                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24       |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       | 4                   | 12                   |                       |                       |          |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       | 2                   | 2                    |                       |                       |          |
| <b>Work Task 9 Total</b>  | 0                               | 22                        | 46                  | 0                      | 0                    | 0                   | 0                       | 0                   | 0                     | 0               | 56                 | 8                      | 40                    | 0                     | 18                  | 30                   | 30                    | 0                     | 24       |

CITY OF GIG HARBOR  
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|---|---------------------------------|---------------------------|---------------------|------------------------|----------------------|---------------------|-------------------------|---------------------|-----------------------|-----------------|--------------------|------------------------|-----------------------|-----------------------|---------------------|----------------------|-----------------------|-----------------------|------------|
| <b>WORK TASK 10 --SR 16 / BORGAN BOULEVARD NW INTERCHANGE DESIGN REPORT AND CONCEPTUAL PLAN</b> |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Prepare Interchange Design Report   | 0                               | 0                         | 40                  |                        |                      |                     | 60                      |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       | 20         |
| Prepare Interchange Plan for Approval with Two Revisions to WSDOT Comments (SPUI Design)        |                                 | 0                         | 220                 |                        |                      |                     | 180                     |                     |                       |                 | 140                |                        |                       |                       |                     |                      |                       |                       | 20         |
| BLANK   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Investigate Development of HOV Lanes with Parallel Ramps  |                                 | 0                         | 140                 |                        |                      |                     | 100                     |                     |                       |                 | 80                 |                        |                       |                       |                     |                      |                       |                       | 20         |
| Prepare Re-striping Plan for Existing Bridge Based Upon Draft Interchange Plan                  | 0                               | 2                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |            |
| Survey and Base Map SR-16 Mainline and Existing Structure                                       |                                 | 20                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 48                  | 68                   | 84                    |                       |            |
| Preliminary Channelization Plans  |                                 | 2                         | 80                  |                        |                      |                     | 18                      |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |            |
| Final Channelization Plans  |                                 | 0                         | 52                  |                        |                      |                     | 8                       |                     |                       |                 | 84                 |                        |                       |                       |                     |                      |                       |                       |            |
| Preliminary Drainage Plans and Reports  |                                 | 40                        | 120                 |                        |                      |                     |                         |                     |                       |                 | 100                |                        |                       |                       |                     |                      |                       |                       |            |
| Final Drainage Plans and Report   |                                 | 16                        | 100                 |                        |                      |                     |                         |                     |                       |                 | 96                 |                        |                       |                       |                     |                      |                       |                       |            |
| Project Analysis for WSDOT for Roundabouts and Ramps  |                                 | 10                        | 160                 |                        |                      |                     | 110                     |                     |                       |                 | 120                |                        |                       |                       |                     |                      |                       |                       | 20         |
| <b>Work Task 10 Total</b>   | <b>0</b>                        | <b>90</b>                 | <b>920</b>          | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>476</b>              | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>720</b>         | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>48</b>           | <b>68</b>            | <b>84</b>             | <b>0</b>              | <b>80</b>  |
| <b>WORK TASK 11 -- ENVIRONMENTAL DOCUMENTATION</b>  |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Prepare Statement of Purpose and Need for Action  | 4                               |                           |                     |                        | 4                    | 16                  |                         |                     |                       |                 |                    |                        |                       | 40                    |                     |                      |                       |                       | 24         |
| Conduct Agency Scoping Meeting  |                                 |                           |                     |                        | 8                    | 8                   |                         | 8                   |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Prepare Project Description   | 8                               |                           |                     |                        | 8                    | 40                  |                         |                     |                       |                 |                    |                        |                       | 24                    |                     |                      |                       |                       |            |
| Geology and Soils Discipline Report   |                                 |                           |                     |                        |                      | 8                   |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Air Quality Discipline Report   |                                 |                           |                     |                        |                      | 8                   |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Water Resources Discipline Report   |                                 |                           |                     |                        | 2                    | 8                   |                         | 72                  |                       |                 |                    |                        |                       | 16                    |                     |                      |                       |                       | 16         |
| Fisheries, Wildlife and Vegetation Discipline Report  |                                 |                           |                     |                        | 4                    | 12                  |                         | 120                 | 24                    |                 |                    |                        |                       | 24                    |                     |                      |                       |                       | 16         |
| Wetlands Discipline Report  |                                 |                           |                     |                        | 4                    | 12                  |                         | 120                 | 24                    |                 |                    |                        |                       | 24                    | 24                  | 60                   | 80                    |                       | 16         |
| Biological Assessment   |                                 |                           |                     |                        |                      |                     |                         | 120                 | 24                    |                 |                    |                        |                       | 16                    |                     |                      |                       |                       | 16         |
| Noise Discipline Report   |                                 |                           |                     |                        |                      | 8                   |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Hazardous Materials and Wastes Discipline Report  |                                 |                           |                     |                        |                      | 8                   |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Land Use, Recreation and Section 4(f) and 6(f) Resources Discipline Report                      |                                 |                           |                     |                        | 2                    | 80                  |                         |                     |                       |                 |                    |                        |                       | 2                     |                     |                      |                       |                       | 2          |
| Historical and Cultural Resources Discipline Report   |                                 |                           |                     |                        |                      | 16                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Socioeconomic and Environmental Justice Technical Memorandum                                    |                                 |                           |                     |                        | 2                    | 40                  |                         |                     |                       |                 |                    |                        |                       | 2                     |                     |                      |                       |                       | 2          |
| Traffic and Transportation Discipline Report  |                                 | 100                       | 40                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       | 2          |
| Prepare Preliminary ECS   |                                 |                           |                     |                        | 12                   | 60                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 20         |
| Prepare Final ECS   |                                 |                           |                     |                        | 12                   | 30                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 20         |
| Draft SEPA Checklist  |                                 |                           |                     |                        | 12                   | 60                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 15         |
| Final SEPA Checklist  |                                 |                           |                     |                        | 2                    | 24                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 2          |
| Respond to Comments   |                                 |                           |                     |                        | 2                    | 24                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Supplemental Public Hearing   |                                 |                           |                     |                        |                      | 16                  |                         | 8                   |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Draft Stream Relocation Plan  |                                 |                           |                     | 40                     | 2                    | 12                  |                         | 120                 | 24                    |                 | 60                 | 120                    | 80                    | 16                    | 4                   | 8                    | 32                    |                       | 16         |
| Final Stream Relocation Plan  |                                 |                           |                     | 40                     | 2                    | 12                  |                         | 40                  | 24                    |                 | 60                 | 120                    | 80                    | 16                    |                     |                      |                       |                       | 16         |
| Investigate Two Wetland Mitigation Sites  |                                 |                           |                     |                        |                      |                     |                         | 16                  |                       |                 |                    | 8                      | 8                     |                       |                     |                      |                       |                       |            |
| Draft Wetland Mitigation Plan   |                                 |                           |                     |                        | 2                    | 12                  |                         | 120                 | 24                    |                 | 60                 | 120                    | 80                    | 16                    | 4                   | 8                    | 32                    |                       | 16         |
| Final Wetland Mitigation Plan   |                                 |                           |                     |                        | 2                    | 12                  |                         | 40                  | 24                    |                 | 60                 | 120                    | 80                    | 16                    |                     |                      |                       |                       | 16         |
| JARPA Permit  |                                 |                           |                     |                        | 4                    | 40                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 16         |
| <b>Work Task 11 Total</b>   | <b>12</b>                       | <b>100</b>                | <b>40</b>           | <b>80</b>              | <b>86</b>            | <b>566</b>          | <b>0</b>                | <b>784</b>          | <b>168</b>            | <b>0</b>        | <b>280</b>         | <b>488</b>             | <b>328</b>            | <b>212</b>            | <b>32</b>           | <b>76</b>            | <b>144</b>            | <b>0</b>              | <b>213</b> |
| <b>WORK TASK 12 -- PUBLIC MEETINGS AND INVOLVEMENT</b>  |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Project Stakeholders Meetings   |                                 | 80                        | 40                  |                        | 10                   | 50                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 8          |
| North Gig Harbor Traffic Options Committee  |                                 | 120                       | 40                  |                        | 20                   | 10                  |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       | 20         |
| Public Outreach Meetings (Two Meetings)   |                                 | 12                        | 10                  |                        | 10                   | 60                  |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       | 8          |
| Environmental Development Informal Meetings (Two Meetings)                                      |                                 | 12                        | 10                  |                        |                      | 60                  |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       | 8          |
| <b>Work Task 12 Total</b>   | <b>0</b>                        | <b>224</b>                | <b>100</b>          | <b>0</b>               | <b>40</b>            | <b>180</b>          | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>36</b>          | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>0</b>            | <b>0</b>             | <b>0</b>              | <b>0</b>              | <b>44</b>  |
| <b>Total Hours</b>  | <b>72</b>                       | <b>1226</b>               | <b>2155</b>         | <b>80</b>              | <b>146</b>           | <b>746</b>          | <b>476</b>              | <b>784</b>          | <b>168</b>            | <b>0</b>        | <b>2024</b>        | <b>544</b>             | <b>568</b>            | <b>212</b>            | <b>212</b>          | <b>368</b>           | <b>393</b>            | <b>20</b>             | <b>585</b> |

**EXHIBIT E-1**  
**Consultant Fee Determination - Summary Sheet**  
**(Lump Sum, Cost Plus Fixed Fee, Cost Per unit of Work)**  
**CITY OF GIG HARBOR GENERAL ENGINEERING SERVICES AGREEMENT**

David Evans and Associates, Inc.

**Design**

| Classification                   | Estimated    | x | Estimated | = | Direct Salary | Salary range |         |
|----------------------------------|--------------|---|-----------|---|---------------|--------------|---------|
|                                  | Hrs.         |   | Rate      |   | Cost          | Min          | Max     |
| Principal in Charge              | 72           |   | \$70.00   |   | \$5,040.00    | \$50.00      | \$76.00 |
| Project Manager / Survey Manager | 1226         |   | \$60.00   |   | \$73,560.00   | \$50.00      | \$70.00 |
| Project Engineer                 | 2155         |   | \$45.00   |   | \$96,975.00   | \$35.00      | \$50.00 |
| CADD Technician / CADD Designer  | 2024         |   | \$26.00   |   | \$52,624.00   | \$22.00      | \$37.00 |
| Sr. Traffic Engineer             | 476          |   | \$60.00   |   | \$28,560.00   | \$40.00      | \$67.00 |
| Landscape Designer               | 568          |   | \$28.00   |   | \$15,904.00   | \$16.00      | \$28.00 |
| Environmental Planner            | 746          |   | \$31.00   |   | \$23,126.00   | \$29.00      | \$40.00 |
| Water Resources Engineer         | 80           |   | \$45.00   |   | \$3,600.00    | \$32.00      | \$45.00 |
| Natural Resources Manager        | 146          |   | \$62.00   |   | \$9,052.00    | \$40.00      | \$70.00 |
| Senior Scientist                 | 784          |   | \$35.00   |   | \$27,440.00   | \$25.00      | \$40.00 |
| Environmental Scientist          | 168          |   | \$31.00   |   | \$5,208.00    | \$15.00      | \$32.00 |
| Senior GIS Specialist            | 212          |   | \$25.00   |   | \$5,300.00    | \$22.00      | \$35.00 |
| Landscape Architect              | 544          |   | \$36.50   |   | \$19,856.00   | \$27.00      | \$38.00 |
| Project Surveyor                 | 212          |   | \$40.00   |   | \$8,480.00    | \$32.00      | \$58.00 |
| Survey Technician                | 368          |   | \$30.00   |   | \$11,040.00   | \$14.00      | \$30.00 |
| 2-Person Survey Crew             | 393          |   | \$48.00   |   | \$18,864.00   | \$25.00      | \$52.00 |
| Accounting Manager               | 20           |   | \$30.00   |   | \$600.00      | \$25.00      | \$46.00 |
| Support / Clerical               | 585          |   | \$21.00   |   | \$12,285.00   | \$14.00      | \$26.00 |
| <b>Total Hours</b>               | <b>10779</b> |   |           |   |               |              |         |

|  |                     |
|--|---------------------|
| Direct Salary Cost   | \$417,514.00        |
| Salary escalation (1/2 of total hours est. to be in 2008 with 5% escalation) | \$10,437.85         |
| <b>Subtotal</b>  | <b>\$427,951.85</b> |

|   |                       |
|---|-----------------------|
| Overhead Cost @ 173.31% of Direct Labor | \$741,683.35          |
| Net Fee @ 30.00% of Direct Labor        | \$128,385.56          |
| <b>Subtotal</b>                         | <b>\$1,298,020.76</b> |

**Direct Non-Salary Cost**

|   |                    |
|---|--------------------|
| a) Reproduction - Plans 2500 Sheets @ \$1.00/Sheet                    | \$2,500.00         |
| Reports 50 Each @ \$50.00/Each  | \$2,500.00         |
| b) Deliveries/Mail 50 Each @ \$15.00/Each                             | \$750.00           |
| c) Travel (Mileage) 200 Miles @ \$0.445/Mile                          | \$2,190.00         |
| d) Underground Utility Locate   | \$4,000.00         |
| e) Traffic Control for Surveying Street/Hwy (Est. 60 Hours @ \$70/Hr) | \$4,200.00         |
| f) Production and Distribution of Project Newsletter                  | \$1,000.00         |
| <b>Subtotal</b>   | <b>\$17,140.00</b> |

**DEA Design Subtotal \$1,315,160.76**

**Subconsultants**

|   |                    |
|---|--------------------|
| Landau Associates -- Geotech and Hazardous Materials  | \$66,000.00        |
| Enviroanalysis -- Air/Noise                           | \$10,000.00        |
| Butkus Consulting - Re-write CERB Grant               | \$6,000.00         |
| Northwest Archaeological Associates -- Hist./Cultural | \$15,000.00        |
| <b>Subconsultant Total</b>                            | <b>\$97,000.00</b> |

**Project Total \$1,412,160.76**

**Management Reserve Fund**

|   |             |
|---|-------------|
| WSDOT Review Beyond Two Separate Submittals and Two Reviews | \$20,000.00 |
| Value Engineering   | \$50,000.00 |
| Additional Environmental and Permitting Work                | \$20,000.00 |
| Stakeholders Requested Work                                 | \$10,000.00 |

**Management Reserve Fund Total \$100,000.00**

**PROJECT TOTAL WITH MANAGEMENT RESERVE FUND \$1,512,160.76**



**EXHIBIT F**

CALCULATION OF OVERHEAD (INDIRECT COST) RATE

David Evans and Associates, Inc.

For the Year Ended October 29, 2005

| Description                          | Total             | Unallowable<br>Costs | Far Reference                 | Audited           | % Direct Labor |
|--------------------------------------|-------------------|----------------------|-------------------------------|-------------------|----------------|
| <b>DIRECT LABOR</b>                  | <b>32,778,488</b> |                      |                               | <b>32,778,488</b> |                |
| <b>FRINGE BENEFIT</b>                |                   |                      |                               |                   |                |
| Paid Leave                           | 6,305,232         |                      |                               | 6,305,232         | 19.24%         |
| Group Medical & Life Insurance       | 6,450,957         |                      |                               | 6,450,957         | 19.68%         |
| Workers' Comp Ins.                   | 438,800           |                      |                               | 438,800           | 1.34%          |
| FICA & PR Taxes                      | 4,111,440         |                      |                               | 4,111,440         | 12.54%         |
| SUTA & State PR Taxes                | 720,609           |                      |                               | 720,609           | 2.20%          |
| Overtime Premium & Union Benefits    | 1,380,140         |                      |                               | 1,380,140         | 4.21%          |
| <b>TOTAL FRINGE BENEFIT</b>          | <b>19,407,178</b> | <b>-</b>             |                               | <b>19,407,178</b> | <b>59.21%</b>  |
| <b>GENERAL OVERHEAD</b>              |                   |                      |                               |                   |                |
| Indirect Labor                       | 15,811,244        | 1,306,530            | FAR 31-205-1 & Sec 39 OFPP    | 14,504,714        | 44.25%         |
| Public Relations Expense             | 249,848           | 249,848              | FAR 31.205-1, -14,-38 & -51   | -                 | 0.00%          |
| Selling Expense                      | 270,881           | 36,221               | FAR 31.205-14,-38,-46,-51     | 234,660           | 0.72%          |
| Occupancy                            | 6,908,149         | -                    |                               | 6,908,149         | 21.08%         |
| Communications                       | 1,202,810         | -                    |                               | 1,202,810         | 3.67%          |
| Supplies                             | 1,887,477         | -                    |                               | 1,887,477         | 5.76%          |
| Publications and Memberships         | 320,356           | 36,791               | FAR 31.205-13, -14 & -51      | 283,565           | 0.87%          |
| Computer and Printer Costs           | 1,664,446         | -                    |                               | 1,664,446         | 5.08%          |
| Vehicle Expenses                     | 1,225,650         | -                    |                               | 1,225,650         | 3.74%          |
| General Administrative               | 612,635           | 79,513               | FAR 31.205-14,-46 & -51       | 533,122           | 1.63%          |
| Training Expenses                    | 1,087,237         | 43,515               |                               | 1,043,722         | 3.18%          |
| Employee Recruiting and Retention    | 911,858           | 497,190              | FAR 31.205-13, -14 & -51      | 414,668           | 1.27%          |
| Professional Services                | 1,690,453         | 44                   | FAR 31.205-3                  | 1,690,409         | 5.16%          |
| Business Insurance                   | 1,172,931         | 38,385               | FAR 31.205-19                 | 1,134,546         | 3.46%          |
| Taxes, Licenses and Fees             | 562,428           | 25                   |                               | 562,403           | 1.72%          |
| Depreciation and Amortization        | 1,248,478         | -                    |                               | 1,248,478         | 3.81%          |
| Bad Debt Expenses                    | 225,344           | 225,344              | FAR 31.205-3                  | -                 | 0.00%          |
| Contributions                        | 346,319           | 346,319              | FAR 31.205-8                  | -                 | 0.00%          |
| Miscellaneous Expenses               | 598               | -                    |                               | 598               | 0.00%          |
| 401K and ESOP Contributions          | 862,309           | -                    |                               | 862,309           | 2.63%          |
| Profit Sharing Expenses              | 4,416,641         | 2,323,630            | FAR 31.205-6                  | 2,093,011         | 6.39%          |
| Interest Expense                     | 120,756           | 120,756              | FAR 31.205-20                 | -                 | 0.00%          |
| Finance Charges                      | 2,406             | 2,406                | FAR 31.205-20                 | -                 | 0.00%          |
| Gain or Loss on Sale of Fixed Assets | (221,935)         | -                    |                               | (221,935)         | -0.68%         |
| Rental Income-External               | (116,464)         | -                    |                               | (116,464)         | -0.36%         |
| Miscellaneous Other Income           | (7,779)           | (932)                | Interest Income and 31.205-15 | (6,847)           | -0.02%         |
|                                      |                   |                      |                               | -                 | 0.00%          |
| Income Taxes                         | 950,890           | 871,781              | FAR 31.205-41                 | 79,109            | 0.24%          |
| <b>TOTAL GENERAL OVERHEAD</b>        | <b>43,405,966</b> | <b>6,177,366</b>     |                               | <b>37,228,600</b> | <b>113.58%</b> |
| <b>TOTAL INDIRECT COSTS</b>          | <b>62,813,144</b> | <b>6,177,366</b>     |                               | <b>56,635,778</b> | <b>172.78%</b> |

**2005 PROVISIONAL OVERHEAD RATE** **172.78%**

**FACILITIES CAPITAL COST OF MONEY** **0.53%**

**FY 2005 PROVISIONAL COMBINED OVERHEAD AND FCCM** **173.31%**



**Exhibit G-1**  
**Subconsultant Fee Determination - Summary Sheet**

Project: City of Gig Harbor

**Direct Salary Cost (DSC):**

| <u>Classification</u>    | <u>Man Hours</u> |   | <u>Rate</u>    | =                | <u>Cost</u>       |
|--------------------------|------------------|---|----------------|------------------|-------------------|
| <b>Senior consultant</b> | <b>107</b>       |   | <b>\$90.00</b> | <b>X</b>         | <b>\$ 9630.00</b> |
|                          |                  | X |                |                  |                   |
|                          |                  | X |                |                  |                   |
|                          |                  | X |                |                  |                   |
|                          |                  | X |                |                  |                   |
|                          |                  | X |                |                  |                   |
|                          |                  | X |                |                  |                   |
|                          |                  | X |                |                  |                   |
|                          |                  | X |                |                  |                   |
|                          |                  | X |                |                  |                   |
|                          |                  |   |                | <b>Total DSC</b> | <b>\$ 9630.00</b> |

Environalysis is a sole practitioner LLC. The rate is all inclusive of overhead and fixed fee.

**Overhead (01-1 Cost -- including Salary Additives):**

OH Rate x IDSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \_\_\_\_\_

**Fixed Fee (FF):**

FF Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \_\_\_\_\_

**Reimbursables:**

Itemized  
**SLM Rental (\$350.00)**  
**Mileage (\$20.00)**

- - **\$370.00**

**Grand Total** - - **\$10,000.00**

Prepared By: **Carl Bloom** Date: **10-24-2006**

**Exhibit G-2**  
**Breakdown of Subconsultants Overhead Cost**

| Account Title  | \$ Beginning Total | % of Direct Labor |
|--|--------------------|-------------------|
| Direct Labor   |                    |                   |
| Overhead Expenses:                                   |                    |                   |
| FICA   |                    |                   |
| Unemployment   |                    |                   |
| Health/Accident Insurance                            |                    |                   |
| Medical Aid & Industrial Insurance                   |                    |                   |
| Holiday/Vacation/Sick Leave                          |                    |                   |
| Commission/Bonus/Pension                             |                    |                   |
| <b>Total Fringe Benefits</b>                         |                    |                   |
| General Overhead:                                    |                    |                   |
| State B&O Taxes                                      |                    |                   |
| Insurance  |                    |                   |
| Administration & Time Not Assignable                 |                    |                   |
| Printing, Stationery & Supplies                      |                    |                   |
| Professional Services                                |                    |                   |
| Travel Not Assignable                                |                    |                   |
| Telephone & Telegraph Not Assignable                 |                    |                   |
| Fees, Dues & Professional Meetings                   |                    |                   |
| Utilities & Maintenance                              |                    |                   |
| Professional Development                             |                    |                   |
| Rent   |                    |                   |
| Equipment Support                                    |                    |                   |
| Office, Miscellaneous & Postage                      |                    |                   |
| <b>Total General Overhead</b>                        |                    |                   |
| <b>Total Overhead (General + Fringe)</b>             |                    |                   |
| <b>Overhead Rate (Total Overhead / Direct Labor)</b> |                    |                   |

**NOT APPLICABLE**

## EXHIBIT G-1

### SCOPE OF SERVICES GEOTECHNICAL ENGINEERING SERVICES

#### SR 16/BURNHAM DRIVE NW INTERCHANGE PROJECT

This scope of services covers providing consulting geotechnical engineering services to David Evans and Associates (DEA) and the City of Gig Harbor for widening/realignment of the SR-16/Burnham Drive NW Interchange. The project area is generally described as the North Gig Harbor area and includes portions of Canterwood Boulevard NW, Borgen Boulevard NW, Burnham Drive NW, a portion of SR-16, the SR-16 and Borgen Boulevard NW interchange including its four ramps, and two roundabouts, one on the east side of SR-16 and one on the west side of SR-16.

More specifically, the project area is defined as:

- Roundabout 1 (The City's roundabout on the east side of SR-16)---The entire roundabout area.
- Roundabout 2 (WSDOT's roundabout on the west side of SR-16)---The entire roundabout area.
- Canterwood Boulevard NW---From Roundabout 1 approximately 1500 feet northerly to the southerly limits of the Saint Anthony's Hospital property line.
- Burnham Drive NW---From Sehmel Drive NW easterly to Roundabout 1 including the bridge structure.
- Burnham Drive NW---From Roundabout 1 southerly approximately 500 feet.
- SR-16---From approximately 2000 feet south to approximately 2000 feet north of the SR-16/Borgen Boulevard NW interchange bridge.
- SR-16 Ramp 1 (The northbound off-ramp from SR-16)---From Roundabout 1 southerly to the off taper from the SR-16 mainline and approximately 500 feet southerly of the off taper.
- SR-16 Ramp 2 (The northbound on-ramp to SR-16)---From Roundabout 1 northerly to the on taper to the SR-16 mainline and approximately 500 feet northerly of the on taper.
- SR-16 Ramp 3 (The southbound off-ramp to SR-16)---From Roundabout 2 northerly to the off taper from the SR-16 mainline and approximately 500 feet northerly of the off taper.
- SR-16 Ramp 4 (The southbound on-ramp to SR-16)---From Roundabout 2 southerly to the on taper to the SR-16 mainline and approximately 500 feet southerly of the on taper.

#### TASK 1 – DATA COMPILATION AND REVIEW

**Objective:** Conduct a literature review to locate readily available published and unpublished geologic and geotechnical information in the project area for the purpose of identifying general subsurface soil and groundwater conditions in the project vicinity. Complete a visual reconnaissance of the project area to document existing surface conditions and layout exploration locations.

**Approach:**

1. Research previous subsurface investigations along the proposed pipeline route, such as WSDOT or City of Gig Harbor files.
2. Conduct a site visit of the project area to observe local exposed soil conditions and to determine locations suitable for subsurface exploration. During the reconnaissance, field exploration locations will be marked in the field.

**TASK 2 – FIELD EXPLORATIONS AND LABORATORY TESTING**

**Objective:** Complete investigations of subsurface soil and groundwater conditions in the project area.

**Approach:**

1. Mark the exploration locations in the field and complete an underground utility locate (1-800... “Call Before You Dig”) for each exploration location and review each location prior to the start of work. Where underground utilities conflict with proposed exploration locations, these locations will be relocated and a recheck of utilities will be conducted.
2. Prepare and submit a traffic control plan for review by the City of Gig Harbor (City) and WSDOT to handle traffic safety issues on the roadways which may be impacted during subsurface investigations. Provide necessary traffic control measures and personnel to complete the explorations.
3. Obtain the necessary permits from the City of Gig Harbor and WSDOT for work within the street right-of-way.
4. Complete a total of 12 borings to characterize subsurface conditions within the project boundaries as summarized in the table below. The borings will be drilled with a truck-mounted, hollow-stem auger drill rig by Holocene Drilling, Inc. of Fife, Washington, under subcontract to Landau Associates. A total drilling footage of 450 ft is assumed for this proposal. The borings are planned to penetrate to depths of between 30 and 50 ft. Soil samples will be obtained from the borings on a 2½ or 5 ft depth interval.
5. Piezometers will not be installed in the borings. Groundwater levels (if present) encountered in the borings at the time of drilling will be recorded on the field log.
6. Upon completion of the backfilling, the borings will be abandoned in accordance with the requirements in WAC 173-160. The area around each exploration area will be restored to near its original condition with the equipment on hand. The pavement at each boring location will be patched with fast-setting concrete. Waste soil from the borings will be placed in drums and disposed of by the drilling subcontractor.
7. The subsurface investigation will be coordinated and observed by a geologist or geotechnical engineer from our staff. The geologist or engineer will maintain a log of subsurface conditions encountered in each borehole, collect representative soil samples from the explorations, and transport the soil samples to the laboratory for further evaluation and testing.
8. Laboratory testing will be accomplished to help determine soil classification. We have budgeted for 20 index tests (grain-size and/or Atterberg limit tests) and 30 moisture content determinations on selected samples from the borings.

### Proposed Boring Locations

| Project Feature           | Boring Location   | Number of Borings/Planned Depth (ft) |
|---------------------------|---|--------------------------------------|
| Burnham Drive NW Bypass   | South side of SR-16 northbound off ramp at Burnham Drive NW   | 1 boring to 30 ft                    |
| Burnham Drive NW          | East Side of Burnham Drive NW, about 200 ft south of roundabout   | 1 boring to 30 ft                    |
| Canterwood Boulevard NW   | East side of Canterwood Boulevard NW. One boring about 300 ft north and 1 boring about 700 ft north of roundabout | 2 borings to 30 ft                   |
| SR-16 southbound off ramp | East side of off ramp. One boring about 300 ft north and 1 boring about 600 ft north of roundabout                | 2 borings to 30 ft                   |
| SR-16 southbound on ramp  | East side of off ramp about 150 ft south of roundabout  | 1 boring to 30 ft                    |
| SR-16 northbound off ramp | West side of off ramp about 300 ft south of roundabout  | 1 boring to 30 ft                    |
| East bridge abutment      | One boring on north side of road and 1 boring on south side of road   | 2 borings to 50 ft                   |
| West bridge abutment      | One boring on north side of road and 1 boring on south side of road   | 2 borings to 50 ft                   |

**Assumptions:**

- Any street-use permits needed from the City will be provided at no cost to the Consultant.
- All drilling subcontractors, equipment subcontractors, laboratories, traffic control personnel and other related subcontractor personnel will be selected, hired and paid by the Consultant.
- Soil sampling will be in accordance with ASTM D1586 (Standard Penetration Test procedure), ASTM D3550 (Ring-lined Barrel Sampling of Soil), and ASTM 1587 (Thin-Walled Tube Sampling of Soil).
- The pavement at the proposed boring locations consists of asphalt concrete. Pavement coring of Portland cement concrete is not included in our budget.
- The locations and elevations of all borings will not be surveyed as part of this task. A drawing showing the approximate locations of the borings will be given to the City so that City survey crews may pick up the locations.
- Exploration borings located in the right-of-way will be patched with concrete.
- Field exploration will be performed during the daylight hours.
- Soil samples will be disposed of 90 days after the date of the final report.

**DEA/City Responsibilities:**

1. Provide information on layout of roadways prior to the start of drilling.
2. Assist the Subconsultant in obtaining necessary permits for work within the City right-of-way.

**Deliverables:**

1. Traffic control plan.

**Work Products:**

1. Subsurface soil data.
2. Groundwater data.
3. Laboratory testing results.

**TASK 3 – GEOTECHNICAL ENGINEERING ANALYSES**

**Objective:** Complete geotechnical engineering analyses to support design of project elements.

**Approach:**

1. Develop geotechnical engineering recommendations in accordance with WSDOT standards for design and construction, including:
  - evaluate influence of subsurface conditions on project development
  - clearing, grubbing, and stripping requirements
  - embankment construction
  - roadway subgrade preparation
  - installation of stormwater conveyance system, including construction dewatering considerations (if required), trench excavation and support, pipe foundation support, pipe bedding and initial backfill criteria, suitability of excavated soil for reuse as trench backfill, import trench backfill criteria, trench backfill and compaction criteria, soil and traffic loads on pipes, recommendations for manholes, and expected pipe and manhole settlement
  - foundation support requirements for the widened bridge over SR-16.

**DEA/City Responsibilities:**

1. Provide specifics pertaining to project elements, such as pipe size(s), invert depths, location of structures, etc., prior to the start of the engineering analyses.

**Deliverables:**

None

**Work Product:**

1. Calculations.



#### **TASK 4 - GEOTECHNICAL ENGINEERING REPORTING**

**Objective:** Prepare and submit a geotechnical report summarizing the field exploration and laboratory testing program listed in Task 2, and geotechnical engineering conclusions and recommendations developed in Task 3.

**Approach:**

1. Prepare a draft geotechnical report and submit to the project team for review. The report will include:
  - geotechnical engineering conclusions and recommendations for the project
  - a site plan showing the exploration locations
  - summary logs of the conditions encountered in the borings
  - summary of the geotechnical laboratory testing.
2. Incorporate project team comments and submit a final geotechnical report.

**DEA/City Responsibilities:**

1. Provide electronic copy of a site plan showing the project elements.
2. Timely input and review of draft report.

**Deliverables:**

1. Draft and final geotechnical report.

#### **TASK 5 – HAZARDOUS MATERIAL DISCIPLINE REPORT**

**Objective:** Prepare and submit a Hazardous Materials Discipline report meeting the requirements of WSDOT's Environmental Procedures Manual.

**Approach:**

1. Review the results of a federal, state and local environmental database search provided by an outside environmental data service for listing of information on confirmed and suspected contaminated sites or nearby structures within a 1-mile radius of the project footprint.
2. Review historical aerial photographs, historical land use maps (Metsker, Kroll, etc.) Sanborn fire insurance maps (if available), city directories, and other readily available historic records to identify past development history on parcels relative to the possible use, generation, release or disposal, of hazardous substances.
3. Conduct a visual reconnaissance of the project area and adjacent parcels along the roadway corridor to identify if there is visible evidence of potential sources of contamination. The reconnaissance will be completed from within the City's existing right-of-way. If past site use or visual evidence indicates the potential for contamination on the parcel, we will complete a follow up visit to that parcel to further investigate the potential of contamination. We will arrange to interview the property owner regarding past site use.

**Assumptions:**

- The City will provide basic information on each property (owner name, address, and tax parcel number) within and adjacent to the project area.
- The City will arrange for any necessary right-of-entry on to private property for follow up site visits.
- Identification, sampling and analysis for radon, lead in drinking water, lead-based paint, polychlorinated biphenals (PCB) in light ballast, asbestos-containing building materials or urea formaldehyde in onsite structures, and/or wetlands, regulatory compliance, indoor air quality including the potential presence of mold, industrial hygiene, and health and safety are not included in our proposed scope. Soil, surface water, or groundwater sampling and chemical analyses are not included in our scope of services.

**DEA/City Responsibilities:**

1. Provide basic information on each property (owner name, address, and tax parcel number) within and adjacent to the project area.
2. Timely input and review of draft report.

**Deliverables:**

1. Draft and final Hazardous Material Discipline Report.

**TASK 6 – MEETINGS**

**Objective:** Attend two project meetings to discuss findings and recommendations of the geotechnical investigation.

**DEA/City Responsibilities:**

1. None

**Deliverables:**

1. None.

**Work Product:**

1. Meeting notes.

EXHIBIT G-2  
BUDGET BREAKDOWN

**Landau Associates - SR 16/Burnham Drive NW  
Interchange Improvements**

| Task No. | Task Description                                    | Hours of Labor by Task |                   |                     |                    |                    |                    |                  | Cost of Labor by Task |                 |                                     |                               |                    |                   |
|----------|---|------------------------|-------------------|---------------------|--------------------|--------------------|--------------------|------------------|-----------------------|-----------------|-------------------------------------|-------------------------------|--------------------|-------------------|
|          |   | Senior Associate       | Project           | Senior Staff        | Assistant          | Project Coord.     | AutoCAD            | Admin            | Totals                | Direct Labor    | Indirect Costs (Overhead @ 212.39%) | Direct Labor + Indirect Costs | Profit 10% (DL+IC) | Total Labor Costs |
| 1.0      | Geotechnical Data Gathering & Review/Reconnaissance | 6                      | 8                 | 4                   | 6                  | 2                  |                    |                  | 26                    | \$716           | \$1,521                             | \$2,237                       | \$224              | \$2,460           |
| 2.0      | Field Explorations                                  | 8                      | 8                 | 80                  | 12                 | 8                  |                    |                  | 116                   | \$2,844         | \$6,040                             | \$8,884                       | \$888              | \$9,773           |
| 3.0      | Engineering Analyses                                | 8                      | 24                | 80                  |                    |                    |                    |                  | 112                   | \$2,920         | \$6,202                             | \$9,122                       | \$912              | \$10,034          |
| 4.0      | Geotechnical Report (Draft & Final)                 | 16                     | 40                | 24                  | 4                  | 16                 | 16                 | 6                | 122                   | \$3,286         | \$6,979                             | \$10,265                      | \$1,027            | \$11,292          |
| 5.0      | Hazardous Waste Discipline Report                   | 6                      | 6                 |                     | 42                 | 6                  | 4                  |                  | 64                    | \$1,288         | \$2,736                             | \$4,024                       | \$402              | \$4,426           |
| 6.0      | Meetings (2)  | 8                      | 8                 |                     |                    |                    |                    |                  | 16                    | \$584           | \$1,240                             | \$1,824                       | \$182              | \$2,007           |
|          | <b>TOTAL HOURS</b>                                  | <b>52</b>              | <b>94</b>         | <b>188</b>          | <b>64</b>          | <b>32</b>          | <b>20</b>          | <b>6</b>         | <b>456</b>            | <b>\$11,638</b> | <b>\$24,718</b>                     | <b>\$36,356</b>               | <b>\$3,453</b>     | <b>\$39,992</b>   |
|          | <b>Average Rate by Position <sup>(a)</sup></b>      | <b>\$ 47.00</b>        | <b>\$ 26.00</b>   | <b>\$ 24.00</b>     | <b>\$ 15.00</b>    | <b>\$ 20.00</b>    | <b>\$ 25.00</b>    | <b>\$ 23.00</b>  |                       |                 |                                     |                               |                    |                   |
|          | <b>Direct Labor Cost</b>                            | <b>\$ 2,444.00</b>     | <b>\$2,444.00</b> | <b>\$ 4,512.00</b>  | <b>\$ 960.00</b>   | <b>\$ 640.00</b>   | <b>\$ 500.00</b>   | <b>\$ 138.00</b> | <b>\$11,638</b>       |                 |                                     |                               |                    |                   |
|          | <b>Indirect Costs (Overhead @ 212.39%)</b>          | <b>\$5,190.81</b>      | <b>\$5,190.81</b> | <b>\$9,583.04</b>   | <b>\$2,038.94</b>  | <b>\$1,359.30</b>  | <b>\$1,061.95</b>  | <b>\$293.10</b>  | <b>\$24,718</b>       |                 |                                     |                               |                    |                   |
|          | <b>Direct Labor + Indirect Costs</b>                | <b>\$ 7,634.81</b>     | <b>\$7,634.81</b> | <b>\$ 14,095.04</b> | <b>\$ 2,998.94</b> | <b>\$ 1,999.30</b> | <b>\$ 1,561.95</b> | <b>\$ 431.10</b> | <b>\$36,356</b>       |                 |                                     |                               |                    |                   |
|          | <b>Profit 10% (DL+IC)</b>                           | <b>\$763.48</b>        | <b>\$763.48</b>   | <b>\$1,409.50</b>   | <b>\$299.89</b>    | <b>\$199.93</b>    | <b>\$156.20</b>    | <b>\$43.11</b>   | <b>\$3,636</b>        |                 |                                     |                               |                    |                   |
|          | <b>Total - Labor Cost</b>                           | <b>\$8,398</b>         | <b>\$8,398</b>    | <b>\$15,505</b>     | <b>\$3,299</b>     | <b>\$2,199</b>     | <b>\$1,718</b>     | <b>\$474</b>     | <b>\$39,992</b>       |                 |                                     |                               |                    |                   |
|          | <b>DIRECT COSTS</b>                                 |                        |                   |                     |                    |                    |                    |                  |                       |                 |                                     |                               |                    |                   |
|          | Reproduction  |                        |                   |                     |                    |                    |                    |                  | \$900                 |                 |                                     |                               |                    |                   |
|          | Field Equipment                                     |                        |                   |                     |                    |                    |                    |                  | \$400                 |                 |                                     |                               |                    |                   |
|          | Mileage   |                        |                   |                     |                    |                    |                    |                  | \$300                 |                 |                                     |                               |                    |                   |
|          | Geotechnical Laboratory Testing                     |                        |                   |                     |                    |                    |                    |                  | \$2,100               |                 |                                     |                               |                    |                   |
|          | EDR Report  |                        |                   |                     |                    |                    |                    |                  | \$750                 |                 |                                     |                               |                    |                   |
|          | Aerial Photographs                                  |                        |                   |                     |                    |                    |                    |                  | \$250                 |                 |                                     |                               |                    |                   |
|          | <b>Total - Other Direct Costs</b>                   |                        |                   |                     |                    |                    |                    |                  | <b>\$4,700</b>        |                 |                                     |                               |                    |                   |
|          | <b>SUBCONTRACTED SERVICES</b>                       |                        |                   |                     |                    |                    |                    |                  |                       |                 |                                     |                               |                    |                   |
|          | Drilling Subcontractor                              |                        |                   |                     |                    |                    |                    |                  | \$16,750              |                 |                                     |                               |                    |                   |
|          | Traffic Control (flaggers, signs, etc.)             |                        |                   |                     |                    |                    |                    |                  | \$4,350               |                 |                                     |                               |                    |                   |
|          | <b>Total - Subcontracted Services</b>               |                        |                   |                     |                    |                    |                    |                  | <b>\$21,100</b>       |                 |                                     |                               |                    |                   |
|          | <b>TOTAL ESTIMATED COST</b>                         |                        |                   |                     |                    |                    |                    |                  | <b>\$65,792</b>       |                 |                                     |                               |                    |                   |

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment at the beginning of each calendar year.



**Washington State  
Department of Transportation**  
**Douglas B. MacDonald**  
Secretary of Transportation

**Transportation Building**  
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Olympia, WA 98504-7300

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March 2, 2005

Mr. Dennis Hobbs  
Landau Inc.  
130 2<sup>nd</sup> Avenue S  
Edmonds, WA 98020-3512

Subject: 2004 Overhead Schedule

Dear Mr. Hobbs:

On March 1, 2005, WSDOT representative, Egon Calundann, reviewed Landau's unaudited 2004 overhead schedule for compliance with FARS, the GAO Yellow Book, and with WSDOT policy. He also completed an analytical review of the schedule by comparing it with the accepted 2002 schedule, and reviewed data that WSDOT had collected in our permanent files.

The reviewed data included, but was not limited to, the schedules of indirect cost rate, a description of the company, basis of accounting and description of Landau's accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Your original proposal showed a rate of 212.57% of direct labor. After our discussions and review, we revised the account for marketing expenses. Based on our review, we are issuing this letter of concurrence establishing Landau's overhead rate for the fiscal year ended June 30, 2004, at 212.39% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs. Please see the enclosed copy of the overhead schedule for details.

Please contact Egon Calundann at (360) 705-7818 or [calunde@wsdot.wa.gov](mailto:calunde@wsdot.wa.gov) or Robby Robinson at (360) 705-7006 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Raymond R. Robinson'.

Raymond R. Robinson  
External Audit Manager

RR:br

cc: Steve McKerney  
Auditor

**Landau Associates, Inc.**  
**Overhead Schedule**  
**Fiscal Year Ended June 30, 2004**

|                               | G/L<br>Amount      | Landau<br>Adj.     | Proposed<br>Amount | Audit<br>Adj.    | Ref. | Audited<br>Amount  | %              |
|-------------------------------|--------------------|--------------------|--------------------|------------------|------|--------------------|----------------|
| <b>Direct Labor Base</b>      | <u>\$2,282,539</u> | <u>(\$6,696)</u>   | <u>\$2,275,843</u> |                  | A    | <u>\$2,275,843</u> |                |
| <b>Fringe Benefits</b>        |                    |                    |                    |                  |      |                    |                |
| Vacation/Sick Leave/Holidays  | \$496,352          |                    | \$496,352          |                  |      | \$496,352          | 21.81%         |
| Payroll Taxes                 | 426,466            |                    | 426,466            |                  |      | 426,466            | 18.74%         |
| Medical Insurances            | 390,886            |                    | 390,886            |                  |      | 390,886            | 17.18%         |
| Bonus/Severance               | 97,911             | (20,000)           | 77,911             |                  | B    | 77,911             | 3.42%          |
| Profit Sharing/ESOP           | 100,000            |                    | 100,000            |                  |      | 100,000            | 4.39%          |
| <b>Total Fringe Benefits</b>  | <u>\$1,511,615</u> | <u>(\$20,000)</u>  | <u>\$1,491,615</u> |                  |      | <u>\$1,491,615</u> | <u>65.54%</u>  |
| <b>General Overhead</b>       |                    |                    |                    |                  |      |                    |                |
| Overhead Labor                | \$1,811,739        | (\$5,813)          | \$1,805,927        |                  | A    | \$1,805,927        | 79.35%         |
| Field/Laboratory              | 63,716             | (63,716)           | 0                  |                  | C    | 0                  | 0.00%          |
| Temporary Help                | 1,006              |                    | 1,006              |                  |      | 1,006              | 0.04%          |
| Health & Safety               | 18,238             |                    | 18,238             |                  |      | 18,238             | 0.80%          |
| Mileage & Vehicle             | 35,583             | (31,901)           | 3,682              |                  | D    | 3,682              | 0.16%          |
| Travel & Lodging              | 29,764             | (4,655)            | 25,109             |                  | E    | 25,109             | 1.10%          |
| Office Supplies/Equipment     | 158,140            | (26,884)           | 131,256            |                  | F    | 131,256            | 5.77%          |
| Postage                       | 17,078             |                    | 17,078             |                  |      | 17,078             | 0.75%          |
| Telephone                     | 70,614             |                    | 70,614             |                  |      | 70,614             | 3.10%          |
| Tax & License                 | 151,454            |                    | 151,454            |                  |      | 151,454            | 6.65%          |
| Professional License & Dues   | 26,184             |                    | 26,184             |                  |      | 26,184             | 1.15%          |
| Building Expense              | 506,614            |                    | 506,614            |                  |      | 506,614            | 22.26%         |
| Insurance                     | 111,820            |                    | 111,820            |                  |      | 111,820            | 4.91%          |
| Depreciation                  | 214,111            | (51,553)           | 162,558            |                  | G    | 162,558            | 7.14%          |
| Imputed Cost of Money         | 17,846             |                    | 17,846             |                  |      | 17,846             | 0.78%          |
| Technical References          | 7,721              |                    | 7,721              |                  |      | 7,721              | 0.34%          |
| Recruiting                    | 15,807             | (1,921)            | 13,886             |                  | H    | 13,886             | 0.61%          |
| Education Cost                | 38,234             |                    | 38,234             |                  |      | 38,234             | 1.68%          |
| Personnel Relations           | 24,005             | (7,501)            | 16,504             |                  | I    | 16,504             | 0.73%          |
| Professional Services         | 151,548            | (1,517)            | 150,031            |                  | J    | 150,031            | 6.59%          |
| Marketing Expenses            | 101,624            | (31,344)           | 70,280             | (4,000)          | K,O  | 66,280             | 2.91%          |
| Service Charges & Interest    | 17,305             | (17,305)           | 0                  |                  | L    | 0                  | 0.00%          |
| Donations                     | 3,285              | (3,285)            | 0                  |                  | M    | 0                  | 0.00%          |
| Miscellaneous Expense         | 6,028              | (6,028)            | 0                  |                  | N    | 0                  | 0.00%          |
| <b>Total General Overhead</b> | <u>\$3,599,465</u> | <u>(\$253,423)</u> | <u>\$3,346,043</u> | <u>(\$4,000)</u> |      | <u>\$3,342,043</u> | <u>146.85%</u> |
| <b>Total Overhead Costs</b>   | <u>\$5,111,080</u> | <u>(\$273,423)</u> | <u>\$4,837,659</u> | <u>(\$4,000)</u> |      | <u>\$4,833,659</u> | <u>212.39%</u> |
| <b>Overhead Rate</b>          | 223.92%            |                    |                    |                  |      | <u>212.39%</u>     |                |

**Landau Associates, Inc.**  
**Overhead Schedule**  
**Fiscal Year Ended June 30, 2004**

|  | G/L<br>Amount | Landau<br>Adj. | Proposed<br>Amount | Audit<br>Adj. | Ref. | Audited<br>Amount | % |
|--|---------------|----------------|--------------------|---------------|------|-------------------|---|
| <b>Landau References</b>   |               |                |                    |               |      |                   |   |
| A  |               |                |                    |               |      |                   |   |
| Direct and indirect labor overtime premium not allowed in overhead per 48 CFR 22.103-2.  |               |                |                    |               |      |                   |   |
| B  |               |                |                    |               |      |                   |   |
| Signing bonuses and moving bonuses in excess of \$1,000 per person unallowable per 48 CFR 31.205-35 and 48 CFR 31.201-4.                           |               |                |                    |               |      |                   |   |
| C  |               |                |                    |               |      |                   |   |
| Field supplies inventory, eventually charged to projects - related to job chargeable activity.   |               |                |                    |               |      |                   |   |
| D  |               |                |                    |               |      |                   |   |
| Vehicle gas, repair, & maintenance - most related to rental revenue.   |               |                |                    |               |      |                   |   |
| E  |               |                |                    |               |      |                   |   |
| Local meals - employee business meals unallowable per 48 CFR 31.205-14 and WSDOT Accounting Manual M13-82, Chapter 10 Travel.                      |               |                |                    |               |      |                   |   |
| F  |               |                |                    |               |      |                   |   |
| Estimated cost of direct photocopies - related to job chargeable activity.   |               |                |                    |               |      |                   |   |
| G  |               |                |                    |               |      |                   |   |
| Depreciation on lab and field equipment, field vehicles & CAD equipment - related to job chargeable activity.                                      |               |                |                    |               |      |                   |   |
| H  |               |                |                    |               |      |                   |   |
| Local meals - recruiting unallowable per 48 CFR 31.205-14, 48 CFR 31.205-46(a)(2)(i), and WSDOT Accounting Manual M13-82, Chapter 10 Travel.       |               |                |                    |               |      |                   |   |
| I  |               |                |                    |               |      |                   |   |
| Mariner tickets, liquor, holiday party expenses over \$25 per employee unallowable per 48 CFR 31.205-14, and WSDOT Overhead Policy.                |               |                |                    |               |      |                   |   |
| J  |               |                |                    |               |      |                   |   |
| Federal income tax preparation fees over \$250 unallowable per 48 CFR 31.205-41(b)(1), 48 CFR 31.201-6(d), and WSDOT Overhead Policy.              |               |                |                    |               |      |                   |   |
| K  |               |                |                    |               |      |                   |   |
| Advertising, client entertainment, campaign contributions, other nonallowable costs per 48 CFR 31.205-1(d), 48 CFR 31.205-8, and 48 CFR 31.205-14. |               |                |                    |               |      |                   |   |
| L  |               |                |                    |               |      |                   |   |
| Service charges and interest unallowable per 48 CFR 31.205-20.   |               |                |                    |               |      |                   |   |
| M  |               |                |                    |               |      |                   |   |
| Donations unallowable per 48 CFR 31.205-8.   |               |                |                    |               |      |                   |   |
| N  |               |                |                    |               |      |                   |   |
| Miscellaneous undocumented costs removed.  |               |                |                    |               |      |                   |   |
| <b>WSDOT References</b>  |               |                |                    |               |      |                   |   |
| O  |               |                |                    |               |      |                   |   |
| 48 CFR 31.205-1 (f). Unallowable marketing expenses.   |               |                |                    |               |      |                   |   |

## Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

#### **Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

#### **Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

#### **Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit L**  
**(To Be Used Only If Insurance Requirements Are Increased)**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. City of Gig Harbor General  
Engineering Services Contract

Local Agency \_\_\_\_\_

I hereby certify that I am Michael Clark and duly authorized  
representative of the firm of David Evans and Associates, Inc. whose address is  
3700 Pacific Hwy East Suite 311 and that neither I nor the above  
firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10/27/06

Date

Michael Clark

Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of City of Gig Harbor, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**Exhibit M-2**  
**Certification Regarding Debarment, Suspension, and Other Responsibility**  
**Matters-Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): David Evans and Associates, Inc.

10/27/06  
(Date)

Michael Clark  
(Signature) President or Authorized Official of Consultant

**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): David Evans and Associates, Inc.

10/27/06  
(Date)

Michael Clark  
(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of The City of Gig Harbor's General Engineering Services Agreement \* are accurate, complete, and current as of October 27, 2006 \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm David Evans and Associates, Inc.  
Name Randy Anderson  
Title Senior Associate  
Date of Execution\*\*\* November 13, 2006

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

|  |  |
|--|--|
| <b>Supplemental Signature<br/>Page for<br/>Standard Consultant<br/>Agreement</b> | Consultant/Address/Telephone<br>David Evans and Associates, Inc.<br>3700 Pacific Highway East, Suite 311<br>Tacoma, WA 98424 |
| Agreement Number   | Project Title And Work Description<br>City of Gig Harbor General Engineering<br>Services Contract                            |
| Federal Aid Number<br>No federal funds at this time                              |  |
| Local Agency<br>City of Gig Harbor   |  |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Local Agency of \_\_\_\_\_ City of Gig Harbor \_\_\_\_\_, Washington, hereinafter called the "AGENCY" , and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

**CONSULTANT**

**LOCAL AGENCY**

By Randy Anderson  
SR. ASSOCIATE

By \_\_\_\_\_

Consultant Randy Anderson

Agency \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Consultant \_\_\_\_\_

Agency \_\_\_\_\_

By \_\_\_\_\_

Agency \_\_\_\_\_

By \_\_\_\_\_

Agency \_\_\_\_\_



## **ADMINISTRATION**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**  
**SUBJECT: FIRST READING - 2007 BUDGET ORDINANCE**  
**DATE: NOVEMBER 13, 2006**

### **BACKGROUND**

The total city budget, which includes all funds, is \$35,692,771. Total budgeted revenues for 2007 are \$26.4 million while budgeted beginning fund balances total \$9.3 million. Total budgeted expenditures for 2007 are \$29.2 million and budgeted ending fund balances total \$6.5 million.

The 2007 budgeted revenues and expenditures are 54% and 50% greater than in 2006.

The General Fund accounts for 32 percent of total expenditures, while Special Revenue (Street, Drug Investigation, Hotel - Motel, Public Art Capital Projects, Park Development, Civic Center Debt Reserve, Property Acquisition, General Government Capital Improvement, Impact Fee Trust and Lighthouse Maintenance) and Enterprise Funds are 44 percent and 20 percent of total expenditures. General government debt service funds are 4 percent of 2007 budgeted expenditures.

This budget adds the following full-time positions:

- A Finance Technician - to be hired January 1
- An Engineering Technician - to be hired January 1
- A temporary Construction Inspector to be used as needed throughout the year

Changes to the budget document resulting from the study session are attached to this memo.

### **RECOMMENDATION**

I recommend adoption of the 2007 budget ordinance after a second reading.

### DESCRIPTION OF FUNCTION

General government expenditures that are not associated with a specific department are accounted for in the non-departmental department. Transfers of general government resources to other funds represent the largest portion of these expenditures. Also included are payments for property and liability insurance and the annual audit.

### NARRATIVE OF OBJECTIVES

1. **Legislative** - The county auditor's office charges the city for voter registration and election services. **Estimated cost is \$25,000.**
2. **Financial** - The annual audit performed by the state auditor's office. **Estimated cost is \$20,000.** Citywide insurance. **Estimated cost is \$230,000.** Miscellaneous claims not covered by insurance. **Estimated cost is \$10,000**  
**\$20,000.**
3. **Employee benefits** - Payments for LEOFF I disability costs, workers' compensation and unemployment benefits for former employees. **Estimated cost is \$77,000.**
4. **General government - Pierce County** - emergency management fees. **Estimated cost is \$30,000.**
5. **Volunteer center.** Provide support (utilities, janitorial, information systems) for the volunteer center housed in the Bogue Building. **Estimated cost is \$11,145.**
6. **Operating transfers out** - **\$860,000** will be transferred to Fund 208 for LTGO bond debt service; **\$600,000** will be transferred to the Civic Center Debt Reserve Fund, fund 110, **\$150,000** will be transferred to the Street Operating Fund, fund 101 and **\$35,000** will be transferred to the Public Art Capital Project Fund, fund 108.

2007  
NARRATIVE OF OBJECTIVES

Administration

1. **Prepare 2007 city budget.** Prepare and submit to the City Council for adoption the 2007 City of Gig Harbor Budget. **December.**
2. **Update personnel handbook.** Update the City of Gig Harbor personnel manual and distribute one copy per employee. **February.**
3. **Improve emergency readiness.** Continue to work with Pierce County Department of Emergency Management, Pierce County Fire Protection District Number 5 and PEP-C in their neighborhood training efforts. Develop the model initiated in the several city neighborhoods for all neighborhoods within the city limits. Neighborhood training efforts will be coordinated throughout the city to assure cohesiveness and follow-through. **\$20,000 - September.**
4. **Fund participation with the Economic Development Board (EDB) for Tacoma/Pierce County.** Provide funding for participation with the EDB in order to aggressively and proactively target high-wage businesses that could locate in appropriate city commercial and light industrial planning areas within the urban growth area. Target businesses would be relatively light users of water and sewer. **\$20,000 - January.**
5. **Continue guidance to the interlocal agency recreation program.** Assist PenMet Park District Executive Marc Connelly, so that PenMet Parks and the City of Gig Harbor can develop recreational programs on the Gig Harbor Peninsula for Gig Harbor residents. **\$25,000 - December.**
6. **Town-around shuttle system.** Determine feasibility and cost for an economic town-around shuttle system. **December.**
7. **Retain a city lobbyist.** Continue to retain Tim Schelburg to represent the city's policy interests as necessary. Expand this program to a year-round basis at the state level (\$25,000) and initiate lobbying services at the Federal level (\$75,000) (~~\$50,000~~). **\$100,000 ~~\$75,000~~ - December.**

**2007  
STAFF ADJUSTMENTS**

|                                    |                           |  |
|------------------------------------|---------------------------|--|
| <del>Request to add position</del> | <del>Classification</del> | <del>Community Development Assistant</del> |
|                                    | <del>Salary</del>         | <del>\$3,295 - \$4,119</del>               |
|                                    | <del>Hire Date</del>      | <del>January 1, 2007</del>                 |

~~The Community Development Assistant will work on projects as directed by the Mayor and under the supervision of the Community Development Director and the Planning Director. This position will work on grant applications and project management of grant funds, CLG/historic structures program, research and analysis for Planning and special projects.~~

~~This position will expire at the conclusion of the Mayor's term in office and is funded entirely through Administration/Finance.~~

|   |                           |                               |
|---|---------------------------|-------------------------------|
| <del>Request to reclassify position</del> | <del>Classification</del> | <del>Marketing Director</del> |
|   | <del>Salary</del>         | <del>\$5,735 - \$7,169</del>  |
|   | <del>Hire Date</del>      | <del>January 1, 2007</del>    |

~~Reclassify the existing marketing director position to reflect the supervisory status it is, in line with other similar positions in the City of Gig Harbor. This position directs all of the cities tourism and non-tourism related functions to do with the media and public relations, advertising, logo development and brand awareness for the community. The position is responsible for two staff members and oversees the visitor information center, the lodging tax advisory committee, the distribution and development of the lodging tax fund and serves as the liaison between all other similar regional and state positions. The position includes work with community groups and organizations with an effort to create economic development programs for business success in the City of Gig Harbor. The position works directly with other City of Gig Harbor department supervisors on events and activities and media related items including parks, planning, police, operations, finance, technical and court and is a member of the Gig Harbor Supervisory Employee Guild.~~

~~The position will be funded as follows: Administration/Finance - 25%, Hotel/Motel - 75%~~



2007 - 2012  
NARRATIVE OF GOALS

**ADMINISTRATION**

1. **Expand the use of new and emerging technologies.** Explore, implement and refine new criminal justice technologies and best practices aimed at improving the operations of the department. **2007 - 2012.**
2. **Continually audit our organizational structure and management practices.** Evaluate ways our department can implement new and innovative planning and management techniques. Develop an updated 5-year strategic plan. **2007 - 2012.**
3. **Continually explore opportunities in which to partnership with other regional law enforcement agencies.** Sharing resources and expertise with other local agencies will continue to be a high priority. Opportunities to participate in regional training consortiums will insure that our staff will receive the most cost effective and up-to-date training. **2007 - 2012.**
4. **Seek grants and other outside funding options.** Research and secure funding sources outside normal city revenue sources to support police department initiatives. **2007 - 2012.**
5. **Continually evaluate the information we gather.** Continue to assess and implement other modules available from our records management system provider. Look at ways we can analyze and disseminate the data within our records management system using crime analysis methodology. Using this type of information will enable the department to implement a more effective and efficient response plan resulting in increased crime prevention and successful closure of cases by arrest. **2007 - 2012.**

**OPERATIONS**

1. **Assigned vehicle program.** Transition into an assigned patrol vehicle program where each officer is assigned his/her own patrol vehicle. The time has come for Gig Harbor to realize the researched and supported benefits of an Officer Assigned Vehicle Program (OAVP). The additional cost and budgetary impact required to start an OAVP is partially offset by reduced maintenance and repair expenses and increased police service benefits, primarily by increasing the time officers are on patrol. The most important benefit is the improved ability to keep the officers we currently have employed and to effectively recruit the best candidates available. The transition to an OAVP will be accomplished over a three-year program utilizing the following purchase plans:

- Year 1: Purchase six patrol vehicles. The estimated cost to purchase six fully-equipped Ford Crown Victoria patrol vehicles with all the necessary equipment including a Mobile Data Computer (MDC) is approximately \$220,800. The city expects to finance this purchase over a five year period with annual payments of \$55,000. **\$220,800 - May 2007.**
  - Year 2: Purchase three patrol vehicles. The estimated cost to purchase three fully-equipped Ford Crown Victoria patrol vehicles with all the necessary equipment including a Mobile Data Computer (MDC) is approximately \$110,400. The city expects to finance this purchase over a five year period with annual payments of \$26,000. **\$110,400 - May 2008.**
  - Year 3: Purchase one patrol vehicle. The estimated cost to purchase one fully-equipped Ford Crown Victoria patrol vehicle with all the necessary equipment including a Mobile Data Computer (MDC) is approximately \$36,800. The city expects to finance this purchase over a five year period with annual payments of \$9,000. **\$36,800 - May 2009.**
2. **Continued expansion of our Traffic Safety Program.** Expand our traffic safety initiatives, through a balanced approach utilizing both public education and enforcement. This goal is aimed at reducing traffic accidents. **2007 - 2012.**
  3. **Initiate a coordinated drug education and enforcement program.** Drug abuse and drug-related crime contribute to increasing crime patterns. We will work to develop a multi-faceted approach aimed at reducing the risks associated with drug abuse utilizing education and enforcement. **2007 - 2012.**
  4. **Increase our community-based policing efforts.** We will continually look for new and emerging opportunities to partner with our community and implement a problem-oriented policing philosophy into the culture of the police department. Our goal is to prevent crimes from occurring by educating the citizens we police on crime prevention techniques. **2007 - 2012.**
  5. **Improve the communications between the police department and the community.** Develop and utilize various media services that more effectively and efficiently communicate our mission and purpose to the community. **2007 - 2012.**
  6. **Develop, implement and coordinate a training program that enhances departmental capabilities, professionally develops personnel and limits departmental exposure to liability.** Establish specialized and voluntary training guidelines and requirements for the department and then electronically track participation and compliance with the guidelines to insure accountability. **2007 - 2012.**
  7. **Provide appropriate personal and technical equipment for all members of the department.** Research and acquire equipment that increases the effectiveness of department personnel and improves the level of safety within the work environment. **2007 - 2012.**

County communities by providing victims of domestic violence with a one-stop opportunity to obtain a wide array of services and support from social service and governmental agencies. Victims of domestic violence from Gig Harbor will have access to these very important resources. **Estimated cost is \$2,000 - January.**

## OPERATIONS

1. **Assigned vehicle program.** Transition into an assigned patrol vehicle program where each officer is assigned his/her own patrol vehicle. The time has come for Gig Harbor to realize the researched and supported benefits of an Officer Assigned Vehicle Program (OAVP). The additional cost and budgetary impact required to start an OAVP is partially offset by reduced maintenance and repair expenses and increased police service benefits, primarily by increasing the time officers are on patrol. The most important benefit is the improved ability to keep the officers we currently have employed and to effectively recruit the best candidates available. The transition to an OAVP will be accomplished over a three-year program utilizing the following purchase plans:
  - **Year 1: Purchase six patrol vehicles.** The estimated cost to purchase six fully-equipped Ford Crown Victoria patrol vehicles with all the necessary equipment including a Mobile Data Computer (MDC) is approximately \$220,800. The city expects to finance this purchase over a five year period with annual payments of \$55,000. \$220,800 - May 2007.
2. **Expand our Reserve unit.** Aggressively recruit additional reserves in order to increase our staffing level to five reserves (addition of two). **June.**
3. **Develop a comprehensive community policing program.** In addition to police support responsibilities, our Community Service Officer (CSO) will implement and integrate a multi-faceted community outreach program. Current patrol officers will receive additional training in problem solving and community relations. **December.**

Programs will include:

  - Citizen's Academy (March)
  - National Night Out (August)
  - Neighborhood Watch
  - Business Watch
  - School outreach programs
  - Merging emergency preparedness and crime prevention programs
4. **Expand our traffic safety program.** Creatively expand our traffic safety program based on a balance between education and aggressive enforcement. **December.**

11. YMCA capital contribution. Provide first of two \$125,000 annual contributions toward the construction of the YMCA Aquatics Complex. **2008 - 2009.**
  
12. Gig Harbor Peninsula Historical Society. In consideration of the benefit to the general public by the enhancement of the historical, economic and cultural climate the City will provide funding to the Gig Harbor Peninsula Historical Society in the amount of \$400,000 over a five year period beginning on January 1, 2008. Annual contributions of \$80,000 will be subject to the Agreement entered into on October 30, 2006. **2008 - 2012.**

Project grants can include concerts, theatre productions, visual art exhibits, art festivals, or a broad range of arts-related services. **\$25,000 - December.**

12. **Develop a City of Gig Harbor Arts Commission (GHAC) website.** Presently, reference to GHAC may be found on the City's website; however, the data is limited. By GHAC having it's own website will enable it to provide information not only about the commission and the grant program but also other arts commissions and funding sources. It will further enable GHAC to capture and track data on grant funding and the grant recipients plus provide links to other sources. **\$1,500 - December.**
13. **Westside Park improvements.** Regrade and hydroseed and continue to work with local community service organizations in assisting with the development of passive recreational features. **\$50,000 - October.**
14. **Eddon Boat remediation permitting.** Permit for the environmental cleanup. **\$150,000 - August.**
15. **Eddon Boat remediation cleanup.** Procure a contractor and begin the environmental cleanup and perform project oversight. **\$550,000 - December.**
16. **Eddon Boat Park design and construction.** Complete the upland Eddon Boat portion of the Outdoor Park Design. Perform upland grading and shape site and paths. Finish site with seeding, gravel paths, and temporary irrigation. **\$150,000 - December.**
17. **Dock and marine railway.** Design and permit a dock and marine railway at Eddon Boat. **\$25,000 - December.**
18. **Improvements to Eddon Boat structures.** Begin the design improvements to Eddon Boat structures. Construction will be entirely funded with a \$500,000 grant in 2008. **\$75,000 - December.**
19. **Eddon Boat.** Remove/replace roof, paint and repair wood trim as necessary, repair or remove chimney at roof, remove/replace porch roof on north and south end, remove screen fences, remove/replace deck and rail suitable for public use, perform minor exterior grading, construct walks to allow access to new deck and do some minor yard and tree maintenance. ~~and paint the house~~ **\$50,000 - October.**
20. **Concerts on the park.** Provide weekly concerts at Skansie Brothers Park during the summer months (\$7,000 of this budget comes from corporate community support). **\$13,000 - June through September.**

9. **Greyhawk and Stinson streetlights.** Purchase and install architectural streetlights along Greyhawk and Stinson Avenue between Foster Street and Grandview Street. **\$40,000 - September.**
10. **Pavement markings.** Install and repaint pavement markings on city streets. **\$40,000 - June.**
11. **Stinson Avenue pedestrian improvements.** Construct phase IV of the 3,600 lf of new curb, gutter, sidewalks on the east side of Stinson Avenue between Grandview Street and Harborview Drive. **\$35,000 - September.**
12. **Burnham Drive streetlights.** Purchase and install architectural streetlights along Burnham Street between Franklin Avenue and Prentice Street. **\$25,000 - December.**
13. **Burnham Drive pedestrian improvements.** Construct 600 linear feet of new curb, gutter, sidewalks on the west side of Burnham Drive between Franklin and Prentice. **\$10,000 - September.**
14. **Vernhardson Street crosswalk lighting system.** Design, purchase, and install in-pavement pedestrian crosswalk lighting system at a location identified by the City Engineer. Including concrete stamped crosswalk. **\$17,000 - October.**
15. **Pioneer and Grandview crosswalk lighting system.** Design, purchase, and install in-pavement pedestrian crosswalk lighting system at a location identified by the City Engineer. Including concrete stamped crosswalk. **\$17,000 - July.**
16. **45<sup>th</sup> Avenue and Briarwood pedestrian improvements.** Construct curb, gutter and sidewalk along 45<sup>th</sup> Avenue and Briarwood as funds are available. ~~Construct curb and gutter along the street and sidewalk along the south side with planter strip. This will complete the work started in 2006.~~ **\$150,000 \$250,000 - December.**
17. ~~**45<sup>th</sup> Avenue pedestrian improvement.** Construct curb, gutter, and sidewalk along a portion of 45<sup>th</sup> Avenue. **\$100,000 - October.**~~
18. **Skansie Avenue pedestrian improvement project.** Construct approximately 700 feet of curb, gutter and sidewalk between the remaining unconnected portion of sidewalk adjacent to Chapel Hill Church. Contingent upon State TIB funding in the amount of \$86,500 is required to perform this project. **\$173,000 - December.**
19. **Westside Park/50<sup>th</sup> Street Improvements.** Construct half of the street improvements. **\$200,000 - December.**

**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG  
HARBOR, WASHINGTON, FOR THE 2007 FISCAL YEAR.**

---

**WHEREAS**, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2007 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 13 and November 27, 2006 at 7:00 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2007 and giving taxpayers an opportunity to be heard on the budget; and

**WHEREAS**, the said city council did meet at the established time and place and did consider the matter of the 2007 proposed budget; and

**WHEREAS**, the 2007 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2007 and being sufficient to meet the various needs of Gig Harbor during 2007.

**NOW, THEREFORE**, the City Council of the City of Gig Harbor **DO**  
**ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2007 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2007 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2007 as set forth below:

### 2007 BUDGET APPROPRIATIONS

| <u>FUND / DEPARTMENT</u>              | <u>AMOUNT</u>                             |
|---------------------------------------|---|
| 001 GENERAL GOVERNMENT                |   |
| 01 NON-DEPARTMENTAL                   | \$2,215,725 <del>\$2,170,725</del>        |
| 02 LEGISLATIVE                        | 35,600                                    |
| 03 MUNICIPAL COURT                    | 574,850                                   |
| 04 ADMINISTRATIVE/FINANCIAL           | 1,083,100 <del>1,115,100</del>            |
| 06 POLICE                             | 2,543,740 <del>2,414,040</del>            |
| 14 COMMUNITY DEVELOPMENT              | 1,605,160                                 |
| 15 PARKS AND RECREATION               | 2,119,270                                 |
| 16 BUILDING                           | 341,500                                   |
| 19 ENDING FUND BALANCE                | 1,043,438 <del>869,433</del>              |
| 001 TOTAL GENERAL FUND                | <u>11,562,383</u> <del>11,245,678</del>   |
| 101 STREET FUND                       | 8,438,774                                 |
| 105 DRUG INVESTIGATION FUND           | 3,979                                     |
| 107 HOTEL-MOTEL FUND                  | 435,192                                   |
| 108 PUBLIC ART CAPITAL PROJECTS       | 75,454                                    |
| 109 PARK DEVELOPMENT FUND             | 30,680                                    |
| 110 CIVIC CENTER DEBT RESERVE         | 3,732,375                                 |
| 208 LTGO BOND REDEMPTION              | 866,881                                   |
| 209 2000 NOTE REDEMPTION              | 292,273                                   |
| 210 LID 99-1 GUARANTY                 | 87,468                                    |
| 211 UTGO BOND REDEMPTION              | 305,289                                   |
| 301 CAPITAL DEVELOPMENT FUND          | 699,272                                   |
| 305 GENERAL GOVT. CAPITAL IMPROVEMENT | 644,165                                   |
| 309 IMPACT FEE TRUST                  | 779,898                                   |
| 401 WATER OPERATING                   | 1,096,337                                 |
| 402 SEWER OPERATING                   | 2,335,478                                 |
| 407 UTILITY RESERVE                   | 190,376                                   |
| 408 UTILITY BOND REDEMPTION FUND      | 329,059                                   |
| 410 SEWER CAPITAL CONSTRUCTION        | 2,432,881                                 |
| 411 STORM SEWER OPERATING             | 678,537                                   |
| 420 WATER CAPITAL ASSETS              | 173,447                                   |
| 605 LIGHTHOUSE MAINTENANCE TRUST      | 1,826                                     |
| 607 EDDON BOAT REMEDIATION TRUST      | <u>500,747</u> <del>700,747</del>         |
| TOTAL ALL FUNDS                       | <u>\$35,692,771</u> <del>35,576,066</del> |



Section 3. Attachment "A" is adopted as the 2007 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2007 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

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

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 27th day of November, 2006.

\_\_\_\_\_  
Mayor

ATTEST:

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

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:

## ATTACHMENT "A"

| POSITION                                  | 2007<br>RANGE |           |
|---|---------------|-----------|
|   | Minimum       | Maximum   |
| City Administrator                        | \$ 8,595      | \$ 10,744 |
| Chief of Police                           | 6,714         | 8,393     |
| Community Development Director            | 6,592         | 8,240     |
| Finance Director                          | 6,481         | 8,101     |
| Police Lieutenant                         | 5,806         | 7,258     |
| City Engineer                             | 5,735         | 7,169     |
| Director of Operations                    | 5,735         | 7,169     |
| Fire Marshal/Building Official            | 5,735         | 7,169     |
| Information Systems Manager               | 5,735         | 7,169     |
| Planning Director                         | 5,735         | 7,169     |
| Tourism Marketing Director                | 5,735         | 7,169     |
| Senior Engineer                           | 4,759         | 6,805     |
| Wastewater Treatment Plant Supervisor     | 4,965         | 6,206     |
| Court Administrator                       | 4,913         | 6,141     |
| Police Sergeant                           | 4,901         | 6,126     |
| City Clerk                                | 4,807         | 6,009     |
| Senior Planner                            | 4,786         | 5,983     |
| Assistant Building Official/Fire Marshall | 4,728         | 5,910     |
| Public Works Supervisor                   | 4,728         | 5,910     |
| Accountant                                | 4,664         | 5,830     |
| Field Supervisor                          | 4,463         | 5,579     |
| Construction Inspector                    | 4,083         | 5,104     |
| Planning / Building Inspector             | 4,083         | 5,104     |
| Associate Planner                         | 4,045         | 5,056     |
| Payroll/Benefits Administrator            | 4,038         | 5,048     |
| Wastewater Treatment Plant Operator       | 3,897         | 4,871     |
| Police Officer                            | 3,846         | 4,808     |
| Mechanic                                  | 3,812         | 4,765     |
| Engineering Technician                    | 3,749         | 4,686     |
| Information System Assistant              | 3,672         | 4,590     |
| Maintenance Worker                        | 3,645         | 4,556     |
| Assistant City Clerk                      | 3,584         | 4,480     |
| Assistant Planner                         | 3,529         | 4,411     |
| Community Services Officer                | 3,426         | 4,283     |
| Finance Technician                        | 3,414         | 4,268     |
| Community Development Assistant           | 3,295         | 4,119     |
| Administrative Assistant                  | 3,028         | 3,785     |
| Police Services Specialist                | 2,979         | 3,724     |
| Court Clerk                               | 2,939         | 3,674     |
| Custodian                                 | 2,927         | 3,659     |
| Laborer                                   | 2,927         | 3,659     |
| Mechanic Assistant                        | 2,927         | 3,659     |
| Administrative Receptionist               | 2,563         | 3,204     |
| Community Development Clerk               | \$ 2,563      | \$ 3,204  |



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL  
 FROM: CHIEF OF POLICE MIKE DAVIS  
 SUBJECT: GHPD MONTHLY REPORT FOR OCTOBER 2006  
 DATE: NOVEMBER 13, 2006

**DEPARTMENTAL ACTIVITIES**

October 2006 year-to-date (YTD) **calls for service** when compared to October 2005 YTD **calls for service** show an increase of 447 dispatched calls in 2006. During this time frame we have also seen 153 more **reports written** by our officers. **DUI arrests** are down by 13, which can again be attributed to being short-staffed at night with two officers currently attending the police academy. Even though our infractions are down by 111 this year, our criminal citations are up by 92. Statistics show our October 2006 YTD **traffic accidents** have increased by 12 accidents when compared to October 2005 YTD. October 2006 YTD statistics also indicate our **misdemeanor and felony arrests** are up by five and 18 arrests respectively when compared to the same time period in 2005.

| Category            | October 2006 |              |        |          |          |        |
|---------------------|--------------|--------------|--------|----------|----------|--------|
|                     | October 2005 | October 2006 | Change | YTD 2005 | YTD 2006 | Change |
| Calls for Service   | 412          | 388          | -24    | 4132     | 4579     | 447    |
| General Reports     | 181          | 126          | -55    | 1341     | 1494     | 153    |
| Criminal Traffic    | 8            | 9            | 1      | 80       | 106      | 26     |
| Infractions         | 95           | 73           | -22    | 975      | 864      | -111   |
| Criminal Citations  | 0            | 8            | 8      | 0        | 92       | 92     |
| Warrant Arrests     | 10           | 7            | -3     | 85       | 70       | -15    |
| Traffic Reports     | 12           | 16           | 4      | 140      | 152      | 12     |
| DUI Arrests         | 9            | 4            | -5     | 52       | 39       | -13    |
| Misdemeanor Arrests | 43           | 23           | -20    | 287      | 292      | 5      |
| Felony Arrests      | 9            | 10           | 1      | 82       | 100      | 18     |
| FIR's               | 1            | 0            | -1     | 13       | 9        | -4     |

Attached to this report you will find several graphs that track 2006 monthly statistics. I have left data from the last two years on several graphs to provide a baseline from which to compare our current activity levels as we proceed through 2006 (remember some of the graphs contain cumulative numbers).

**The Reserve Unit** supplied 81.5 hours of volunteer time assisting our officers in October. Reserve officers Myers, Menday and Shepard all participated in the annual downtown Gig Harbor Merchant Halloween Trick or Treat.

**The COPS (Citizens on Patrol) Volunteer** Ken McCray provided 18 hours of volunteer time in October.

**The Marine Services Unit** was inactive during the month of October.

**The Explorer Program** completed two training meetings during the month of October. During the first meeting they went over departmental patrol forms and given a chance to practice filling them out. During the second meeting they went over Domestic Violence laws and patrol procedures. The Explorers were then given a chance to practice dealing with domestic scenarios (all of the Explorers were given the opportunity to show off their acting skills, which was quite entertaining and humorous).

On October 2<sup>nd</sup> the Explorers conducted an undercover alcohol/tobacco sting where they were able to make several under-age purchases of alcohol and tobacco at local gas stations and stores. The results of this investigation yielded six arrests. The Explorers were also a big help with the Halloween event downtown. Special thanks to Explorer Kim Rees for helping PSS Yerry with the front desk while PSS McClane has been on vacation!

We added one new Explorer to the post. We have several potential recruits who have been attending the meetings.

|                               |                        |          |
|-------------------------------|------------------------|----------|
| Training meeting              | 10 Explorers x 2 hours | 20 hours |
| Training meeting              | 8 Explorers x 2 hours  | 16 hours |
| Alcohol/Tobacco investigation | 10 Explorers x 4 hours | 40 hours |

**Total Explorer Hours – October 2006** **76 Hours**

**TRAFFIC ACCIDENT LOCATION REPORT FOR OCTOBER 2006**

**LEGEND:**

|          |                    |      |             |
|----------|--------------------|------|-------------|
| P-LOT-   | PARKING LOT        | H&R- | HIT & RUN   |
| NON -    | NON INJURY         | INJ- | INJURY      |
| PED/CYC- | PEDESTRIAN/CYCLIST | R/A- | ROUNDBABOUT |

| TRAFFIC ACCIDENTS FOR OCTOBER 2006 |                                 |             |          |     |
|------------------------------------|---------------------------------|-------------|----------|-----|
| DATE AND TIME                      | LOCATION                        | TYPE        | CASE#    | AGE |
| 10/4/2006 @ 1816                   | 41st Ave. & Pt. Fosdick Dr.     | NON         | GH061247 | 15  |
| 10/6/2006 @ 18:49                  | 6900 Wagner Way                 | NON         | GH061255 | 20  |
| 10/7/2006 @ 17:49                  | 5100 Borgen Blvd.               | R/A - NON   | GH061257 | 33  |
| 10/9/2006 @ 12:30                  | 45th & Pt. Fosdick Dr.          | NON         | GH061261 | 25  |
| 10/15/2006 @ 0045                  | Filmore & Wollochet             | INJ         | GH061278 | 17  |
| 10/15/2006 @15:14                  | Peacock Hill & 102nd St. Ct. NW | NON         | GH061279 | 44  |
| 10/17/2006 @13:10                  | 4411 Pt. Fosdick Dr.            | P-Lot-Non   | GH061287 | 58  |
| 10/18/2006 @ 0755                  | 2600 Blk Pt. Fosdick Dr.        | NON         | GH061291 | 54  |
| 10/18/2006 @ 0905                  | Olympic Dr. @ SR16 Overpass     | NON         | GH061292 | 18  |
| 10/18/2006 @ 1427                  | Hunt St. @ Skansie Ave.         | NON         | GH061295 | 16  |
| 10/20/2006 @ 0807                  | 6100 Soundview Dr.              | INJ         | GH061300 | 39  |
| 10/20/2006 @ 1155                  | 5100 Borgen Blvd.               | P-Lot-Non   | GH061305 | 37  |
| 10/21/2006 @ 1220                  | Skansie Ave. & Hunt St.         | NON         | GH061306 | 17  |
| 10/24/2006 @ 1415                  | Hunt St. & Wollochet Dr.        | NON         | GH061321 | 17  |
| 10/27/2006 @ 1350                  | 11400 51st Ave.                 | NON         | GH061327 | 62  |
| 10/27/2006 @ 2107                  | 38th Ave. @ 61st St. NW         | NON         | GH061328 | 19  |
| 10/30/2006 @ 1600                  | 5353 33rd Ave.                  | H&R - P-Lot | GH061344 | N/A |

### TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2006 YTD

|                   | Teens (15-18) | Young Adult (19-25) | Adult (26-50) | Seniors (51 over) |
|-------------------|---------------|---------------------|---------------|-------------------|
| January           | 3             | 4                   | 7             | 4                 |
| February          | 1             | 7                   | 5             | 6                 |
| March             | 5             | 4                   | 7             | 1                 |
| April             | 2             | 2                   | 5             | 7                 |
| May               | 3             | 3                   | 8             | 5                 |
| June              | 3             | 2                   | 6             | 1                 |
| July              | 5             | 7                   | 3             | 5                 |
| August            | 3             | 1                   | 4             | 6                 |
| October           | 6             | 3                   | 4             | 3                 |
| <b>YTD Totals</b> | <b>31</b>     | <b>33</b>           | <b>49</b>     | <b>38</b>         |

#### Some of the more interesting calls for the month of October 2006 included:

- October 2<sup>nd</sup>: A 30-year old female reported that while visiting a local coffee shop, she left her purse sitting on a tabletop while she used the restroom. When she returned to her table she discovered her purse was missing. A patron sitting close by told the victim that a female dressed in a business suit had just picked the purse up and walked out the door. The victim confronted the lady wearing the business suit in the parking lot and noticed that she was holding a brief case large enough to contain her purse. When questioned about the purse, the

suspect pushed the victim to the ground and escaped in a black Honda. The victim reported the incident several hours after it occurred and no witnesses could be located. Case # 061234

- October 2<sup>nd</sup>: The GHPD Explorer Post, led by Officer Gary Dahm conducted an alcohol and tobacco sting at several convenient stores within the city limits. The teenage Explorers were split into teams that attempted to purchase alcohol and tobacco products while in plain clothes. Of the nine businesses checked, five sold alcohol to minors and one sold tobacco products. Six different sales clerks were arrested during the operation. All of the clerks were issued criminal citations and released. **Nice job by Officer Dahm and our Explorer Unit!** Case # 061235
- October 2<sup>nd</sup>: Detective Douglas advised patrol units of a 41-year old female passing forged prescriptions at several locations in town. A few days later, Sgt. Emmett was dispatched to a local pharmacy for a female matching the same description attempting to purchase a narcotic pain killer using a forged prescription. The female was located in the waiting room of the pharmacy and was identified as the same subject that Detective Douglas had been searching for. The suspect was taken into custody and during her interview, she admitted to being addicted to pain killers. The suspect was booked into the Pierce County Jail on 28 counts of prescription forgery. Case # 061142
- October 2<sup>nd</sup>: A 16-year old male was taken into custody at the Gig Harbor skateboard park on an active arrest warrant for a probation violation from Remann Hall. When questioned, the male provided false identification; however, he was identified by a second officer on the scene. The 16-year old was booked into Remann Hall. Case # 061236
- October 2<sup>nd</sup>: After stopping a vehicle for a traffic offense, Officer Welch smelled marijuana coming from the interior of the vehicle. When questioned about the smell, the 17-year old male driver produced a baggie from beneath the front seat containing a small amount of marijuana. The 21-year old male passenger in the vehicle was recognized by a back-up officer as being a suspect in two GHPD undercover marijuana buys. Both subjects were taken into custody. The 17-year old driver was arrested for possessing marijuana and released to a parent. The 21-year old was charged with two counts of felony distribution of a controlled substance and booked into the Pierce County Jail. Case #s 061237 & 060365
- October 3<sup>rd</sup>: The foreman at a local construction site reported the theft of two stainless steel refrigerators and one stainless steel dishwasher. The appliances were brand new and being stored in a garage at the building site. The theft occurred while a security guard was on-duty and may have involved a past disgruntled employee. The case is currently under investigation. Case # 061238

- October 4<sup>th</sup>: A city resident reported that sometime during the night time hours, his garage door was opened and his 1998 Mazda pickup truck was stolen along with several power tools from his garage. The investigation determined that the victim's garage door opener was stolen from a vehicle parked outside in the driveway and the perpetrator used it to open the overhead garage door. There are no suspects in the case. Case # 061244
- October 4<sup>th</sup>: Overnight vandals destroyed several lights at the city owned park area located at the end of the "old ferry landing" on Harborview Drive. There were no witnesses to the incident and no suspects at this time. Case # 061248
- October 5<sup>th</sup>: Officers were dispatched to the Gig Harbor skateboard park on an individual selling drugs at that location. When officers questioned the 17-year old male suspect, he admitted to being in possession of Ritalin tablets that were prescribed to his younger brother. The 17-year old was taken into custody and booked into Remann Hall for illegally possessing a controlled substance. Case # 061250
- October 5<sup>th</sup>: A 35-year old male was arrested for attempting to shoplift 14 DVDs and several food items from a local grocery store. The suspect filled his cart with the items and attempted to walk out of the store when he was stopped by store security. When questioned by police, the suspect said he was hungry and decided that he might as well steal the DVDs while he was stealing the food. A records check of the suspect revealed a history of selling DVDs to pawn shops. The suspect was issued a criminal citation and released. Case # 061251
- October 8<sup>th</sup>: While on patrol, Officer Welch stopped a vehicle for expired license plate tabs. Upon contacting the 21-year old male driver, Officer Welch quickly determined that he was under the influence of alcohol. The 21-year old suspect failed sobriety tests and was arrested for DUI. He later blew a .180 on the BAC machine. During his interview, the suspect said that he was the designated driver because the owner of the vehicle was so intoxicated that he had passed out and needed to be driven home. Case # 061259
- October 8<sup>th</sup>: Officer Dahm was sitting in his patrol vehicle when he observed a pickup truck driving over the curb and into the bushes while trying to exit a parking lot. As Officer Dahm was catching up to the pickup, he saw it attempt to turn into an apartment complex and completely miss the apartment driveway. Officer Dahm activated his overhead lights and the pickup came to a stop on the wrong side of the roadway. Officer Dahm contacted the 77-year old male driver and determined that he was intoxicated. The 77-year old failed field sobriety tests and was arrested for DUI. He later blew a .209 on the BAC machine. Case # 061260

**Other reported incidents during the first week of October included:**

- 3 - Non Injury Accidents
  - 1 - Hit & Run Accident
  - 1 – Vehicle Prowl
  - 4 – Driving While License Suspended arrests
- October 10<sup>th</sup>: At approximately 4:30 in the morning, Officer Welch noticed a suspicious male walking in the area of a business park that has been the scene of several thefts in the past. As he stopped and talked with the 25-year old male, a beat-up pickup truck attempted to exit the business park. Officer Welch stopped the pickup and contacted the 25-year old male driver. After several minutes of questioning, Officer Welch was able to determine that the two subjects were friends. Officer Welch was also able to determine that the driver of the pickup was driving with a suspended driver's license and was wanted on an active felony warrant out of Kitsap County. During a search of the pickup incident to arrest, Officer Welch located several small flashlights, bolt cutters, two sets of shaved car keys and a crack pipe. Both subjects were charged with making false statements to law enforcement and possession of drug paraphernalia. Case # 061263
  - October 10<sup>th</sup>: At 1:30 pm Officer Cabacungan arrested a 56-year old female for reckless driving. The arrest resulted from a road rage incident that occurred on SR 16 near the Wollochet exit. Based on witness statements, the 56-year old female driver became angry after being passed on SR16 and chased a male driver to the Wollochet exit where she nearly ran into the back of his vehicle. The angry female then chased the male into the parking lot of the Civic Center where she was later detained. The female was taken into custody and later released to her fiancé after being issued a criminal citation. Case # 061266
  - October 11<sup>th</sup>: Two male Gig Harbor High School students were questioned in regards to throwing a cup of soda out of their car window at a 55-year old female standing near a bus stop. The students admitted to the incident; however, the female victim did not want police action taken towards the students. GHHS officials suspended the two boys for leaving campus without approval due to the fact the incident occurred at 11:30 am during a school day. Case # 061267
  - October 12<sup>th</sup>: A 15-year old female reported that she was raped by her 15-year old boyfriend. After interviewing the victim and the suspect, the investigating officer determined that the two met with the intention of having sex; however, the suspect may not have stopped when asked to do so by the victim. The case has been referred to the Prosecutor's Office for charges. Case # 061270
  - October 13<sup>th</sup>: A 21-year old male reported that while serving a term in jail, two of his friends forged personal checks to themselves from the victim's checking account. All of the subjects involved are drug users and the suspects claimed



the victim wrote them the checks while he was under the influence of drugs. The case is currently under investigation. Case # 061272

- October 14<sup>th</sup>: At 11:54 pm, Officer Welch responded to a residence for a 911 hang-up call. Officer Welch was met at the door by a 50-year old male resident. The male told Officer Welch that he did not know of a 911 call from the residence. When Officer Welch asked the male why he had bloody scratches on his chest, the male admitted that he and his 50-year old wife had been fighting and he pushed her down in the driveway. Officer Welch asked to speak with the female and found her locked in a bathroom. The female refused to open the bathroom door until Sgt. Dougil was able to talk her out. When she finally opened the door, the officers observed bloody scrapes to her forehead. The female refused to provide any information and was upset that the officers were at the scene. The husband was arrested for Assault 4<sup>th</sup> degree (Domestic Violence) and booked into the Pierce County Jail. Case # 061274
- October 14<sup>th</sup>: At 11:00 on Saturday morning, officers were dispatched to the Gig Harbor Skateboard Park on a male teenager spray painting graffiti in the bowl. The responding officers located the teenager and while talking to one of the officers, the teen fled on his bicycle. Unfortunately for the suspect, he left his backpack at the scene which contained spray paint, drug paraphernalia and his identification. The officer was able to contact the suspect's mother and she brought the suspect to the police station a short time later. The 16-year old male was booked into Remann Hall on charges of Malicious Mischief, Possession of Drug Paraphernalia and Obstructing a Law Enforcement Officer. Case # 061276
- October 15<sup>th</sup>: During a heavy rain storm at 12:50 am, radio dispatch advised of a roll-over collision with a pinned occupant in the vehicle just outside of the city limits. Deputies from the Pierce County Sheriff's Office were not available, so officers from GHPD responded. The officers arrived at the scene and determined that the 17-year old female driver had turned a corner too fast and due to the weather conditions, lost control of the vehicle causing it to roll over. The PCFD was able to free the female from the vehicle and she was transported to a local hospital complaining of neck and back pain. The injuries did not appear to be serious and no other vehicles were involved. Case # 061278

**Other reported incidents during the second week of October included:**

- 2 - Non Injury Accidents
  - 1 - Vehicle Prowl
  - 3 - Driving While License Suspended arrests
- October 16<sup>th</sup>: A 20-year old male reported that he was punched several times by another male after knocking on his ex-girlfriends window at midnight. The victim was confronted by the suspect outside the window and the victim fled after the attack. The reporting officer interviewed the ex-girlfriend and she said that she

only knew the suspect as “Ryan” and had no other information about him. The officer noted that the victim had contusions on his head and a swollen lip. Case # 061280

- October 16<sup>th</sup>: A local heating & air conditioning company reported the theft of approximately 30 gallons of gasoline from one of their service vehicles. The theft occurred during the night time hours while the vehicle was parked in their company lot. Case # 061282
- October 17<sup>th</sup>: At 5:30 pm, Officer Garcia responded to a 911 hang-up call in the office of the Henderson Bay High School. Upon arriving, he learned that a mother and her 16-year old daughter were attending a counseling session and the 16-year old daughter had gotten angry and hit her mother with a purse. The purse had a large metal buckle on it and the buckle possibly broke the mother’s finger. The daughter was taken into custody for Assault 4<sup>th</sup> degree (Domestic Violence) and booked into Remann Hall. Case # 061288
- October 18<sup>th</sup>: At 12:45 pm, Officer Chapman was dispatched to a local gas station on a possible drunk driver. Upon arriving, Officer Chapman saw the suspect vehicle attempting to leave the gas pumps. Officer Chapman stopped the vehicle and contacted the 52-year old male driver. Officer Chapman noticed that the male had bloodshot eyes and spoke with heavy slurred speech. The male denied having consumed alcohol; however, he failed field sobriety tests at the scene. The male was taken into custody for DUI and during a search of his vehicle, two empty 24-ounce beer cans were found. The male later blew a .147 & .151 on the BAC machine. Case # 061294
- October 18<sup>th</sup>: A 34-year old female reported that she parked her 1987 Toyota 4-Runner in the parking lot of a local building supply store at about 2:20 in the afternoon. When she returned about 90 minutes later, the vehicle was gone. The victim had the keys to the vehicle in her pocket. No witnesses could be located. Case # 061296
- October 19<sup>th</sup>: A 45-year old female was arrested after walking into a local grocery store at 3:30 in the afternoon and attempting to steal several food items. Store security reported that the female suspect removed two grocery bags from the outside trash bin and then walked around the store placing items into the bags. The female then walked past all of the registers and exited the store where she was confronted by store security. Among the items the suspect placed in the bags were several cans of a energy drink, a chocolate pie and a complete Chinese frozen dinner. When questioned by police, the suspect said that she was only looking at pumpkins outside and denied the attempted theft. Case # 061298
- October 20<sup>th</sup>: At 8:00 am, a chain reaction four-car collision occurred in the 6100 block of Soundview Drive. Three of the vehicles were stopped, while the first

vehicle was waiting to turn left. The driver of the fourth vehicle was not paying attention and drove into the rear of the third vehicle causing the chain reaction collision. One of the occupants in the collision was transported to the hospital complaining of leg pain. The driver of the fourth vehicle was cited for driver inattention. Case # 061300

- October 20<sup>th</sup>: During the night time hours, three inflatable dinghies and one 15' Boston Whaler were stolen from different marinas in the Harbor. All four of the boats were recovered the next morning floating in and around the Harbor. One of the dinghies was missing its 9.9 HP outboard motor and the Boston Whaler suffered damage to its ignition. There are no suspects at this time. Case # 061301
- October 20<sup>th</sup>: A local resident reported the theft of a \$37,000.00 diamond engagement ring from her residence. The female victim said that she placed the ring on a counter top in the kitchen and was planning to take the ring to a jeweler the next day. The victim also said that she has two teenagers living in the residence but does not believe that they or their friends were involved in the theft. Case # 061302
- October 20<sup>th</sup>: A sales clerk from a local upscale women's clothing store reported the theft of \$383.00 worth of store items. The items included necklaces, underwear and a leather belt. The clerk believes that a heavy set female in her 40's was responsible for the theft; however, the clerk did not witness the theft and the female left in an older van without being identified. Case # 061303
- October 21<sup>st</sup>: A male resident reported that he parked his 2003 Chevy Pickup on Harborview Drive at approximately 11:30 pm. When he returned to the vehicle the next morning he found that someone had thrown a large pumpkin into the side of the vehicle causing significant damage. There are no suspects. Case # 061307
- October 21<sup>st</sup>: At approximately 6:30 pm, Officer Dahm was made aware of teenage males writing graffiti (tagging) on Pierce Transit property at the Kimball Park-n-Ride. Upon arriving, Officer Dahm located two 13-year old males writing on an outside transformer with permanent markers. Officer Dahm was able to determine that the teens also "tagged" the glass on one of the shelters and assorted signs. The two were taken into custody for Malicious Mischief and released to their parents. A report of the incident has been forwarded to Remann Hall for charges. Case # 061310
- October 21<sup>st</sup>: A female reported that she parked her 1988 Toyota Pickup in the parking lot of a local grocery store at about 5:00 pm. When she returned a few minutes later, the vehicle was gone. The victim was sure she locked the vehicle and was in possession of the keys. Case # 061313

### **Other reported incidents during the third week of October included:**

- 4 – Non Injury Accidents
  - 1 – Hit & Run Accident
  - 3 – Vehicle Prowls
- 
- October 23<sup>rd</sup>: Between the hours of 6:00 and 7:45 pm, five different vehicles throughout the city were prowled. Entry to each vehicle was made by smashing windows to the vehicles. Three of these vehicles had been parked outside the Gig Harbor High School pool, while the other two were parked on the street in the downtown area. Purses were taken from each of these vehicles.
  
  - October 26<sup>th</sup>: A resident in the 5900 block of Soundview Drive returned to his apartment to discover that during the day, an unknown suspect(s) entered his apartment and stole a video game player, some video games, and some DVD movies. The responding officer discovered that the sliding glass door to the apartment appeared to be unsecured. The resident noted that the front door was unlocked when he arrived home. It seems as though the suspect(s) entered via the glass door and exited the front door to the residence. No suspects or leads.
  
  - October 26<sup>th</sup>: Around 2:45 pm, a clerk discovered a purse, credit cards, a notebook, a vehicle registration and several other items that had apparently been taken from at least three different people in Kitsap and Pierce Counties in a dumpster at a convenience store in the 7100 block of Stinson Avenue,. These items had been removed from their vehicles. The responding officer located the victims and returned the property to them. No suspects or leads.
  
  - October 26<sup>th</sup>: At 6:45 pm, a GHPD Officer responded to a report of possible child abuse by a father. The child had reported that his father had picked him up by the throat and had choked him two days prior. The child had actually called his mother late that night to report that he was “scared” of his father. A school counselor intervened and initiated a report with Child Protective Services. The responding officer interviewed the child and learned that the father had also picked the boy up and dropped him onto the floor, among other actions. While the officer was still gathering information for this report, the father called the mother’s cell phone. The responding officer talked with the father who admitted losing his temper and indicated that he was under a lot of stress. After the officer spoke with the father, the father wanted to apologize to the boy over the phone. The boy was too afraid to speak with the father. This case was sent to the prosecutor in the jurisdiction where the event occurred and was also sent to Child Protective Services for further action.

- October 26<sup>th</sup>: GHPD Officers took a report of a chronic 15-year old runaway from a residence in the 4300 block of 32<sup>nd</sup> Avenue. This same juvenile male has been reported as a runaway at least five times this year and was recovered four days prior while living in filthy conditions in a tent behind a residence just outside the city with other runaways. During that recovery, the male was booked into a Secured Crisis Residential Center (S-CRC) while social workers determined his proper placement. Later, he was returned to the home only to run away again on this date. A 15-year old female Gig Harbor resident was also reported as a runaway the next day and the two are likely staying with a 19-year old transient in this same tent at another location.
- October 28<sup>th</sup>: Between 1:00 and 1:30 pm, a vehicle in the 8400 block of Skansie Avenue was prowled. Entry was made by smashing out a window and a purse was taken from inside the vehicle. This case is likely related to several vehicle prowls that occurred on October 23<sup>rd</sup>.
- October 29<sup>th</sup>: A cashier at a local department store was cited for theft and released after Loss Prevention Specialists determined that he had stolen gift cards from customers. In response to a customer's request to purchase a gift card, the cashier would activate a gift card with the specified amount of money. But instead of giving that gift card to the customer, the cashier would set it aside and give the customer a blank (not yet activated) gift card. The cashier readily admitted that he had done this on three different occasions and said that he had used the cards to purchase food items and a video game from the store.

**Other reported incidents during the fourth week of October included:**

- 3 – Non Injury Accidents
- 6 – Vehicle Prowls
- October 30<sup>th</sup>: At 9:30 am, a 52-year old male was arrested for assaulting his 53-year old girlfriend. Both subjects were highly intoxicated and somewhat uncooperative with the responding officers. The female showed signs of abrasions and bruises to both arms. The female admitted that her boyfriend had "flung her around the room." The male was booked into the Pierce County Jail. Case # 061342
- October 31<sup>st</sup>: A 16-year old Gig Harbor High School student was arrested for possessing a set of brass knuckles and a prescription bottle full of prescribed schedule II narcotics while at school. During the investigation, it was determined that the prescribed narcotics belonged to another student and the bottle had actually been stolen from the victim's car in the parking lot. The student was released to his parents and a report of the incident was forwarded to Remann Hall for charges. Case # 061346

- October 31<sup>st</sup>: At 4:00 pm, a male described as either white or Hispanic walked into a local bank and handed the teller a note saying “THIS IS A ROBBERY.” The suspect did not display a weapon. The teller handed the suspect cash from her drawer and the suspect walked out of the bank without alarming anyone. No one saw which way the suspect went and an area search by police was unsuccessful. The case is currently under investigation. Case # 061347

#### **TRAVEL / TRAINING:**

- On October 6th, Lt. Colberg and Sgts. Busey, Dougil and Emmett worked with Officer Welch in developing a grading matrix for our new Police Training Officer (PTO) program. The session was held at the Civic Center.
- Several GHPD Officers completed the Incident Command System (ICS) training which is mandated by the federal government.
- PSS Yerry attended an 8-hour Notary seminar in Tacoma.
- Chief Davis attended a three-day Terrorist training in Tacoma hosted by the Pierce County Department of Emergency Management from October 23<sup>rd</sup> through the 25<sup>th</sup>.
- Officer Chapman attended a 40-hour unarmed control tactics training from October 23<sup>rd</sup> through the 27<sup>th</sup>.
- Officer Welch attended a 40-hour Physical Conflict Resolution training session at the Civic Center.
- Detective Douglas participated in Active Shooter training hosted by the Pierce County Sheriff’s Department

#### **SPECIAL PROJECTS:**

Our 2005 Year End Report was forwarded to each of you last month. Special recognition goes to Sergeant Busey for his assistance in creating the report.

The annual downtown Gig Harbor Merchant Halloween Trick or Treat event went very well with over an estimated 3,000 people participating. This has been a very successful partnership between the merchants and the city of Gig Harbor.

Lateral interviews were completed and we currently have a Civil Service approved list with three qualified candidates.

Gig Harbor Police, CenturyTel and the Pierce County Sheriff’s Department hosted a three-part ID Theft Forum at the Civic Center. Each of the three sessions held on successive Tuesday evenings attracted about 40 people and were very well received.

#### **PUBLIC CONCERNS:**

GHPD served notice of the new Gig Harbor ordinance banning drug paraphernalia items from being sold to three area smoke shops. All shops were given a week to comply with the ordinance. A subsequent compliance check revealed that one of the tobacco shops was still continuing to sell drug paraphernalia. The clerk was issued an infraction in the amount of \$250.00.

Two vessels that have been left at the City Dock for several days (if not weeks) have been impounded. Our department will initiate the process of releasing them to the proper owners or auctioning them off utilizing state statutes.

There were 12 false alarm reports for the month of October. This number is lower than usual and indicates our false alarm compliance program is continuing to reduce the number of false alarms in the city.

### **FIELD CONTACTS:**

Staff made the following contacts in the community during October:

- Leanne O' Neal served as "Chief for the Day." Leanne was the highest bidder at the Gig Harbor Rotary Auction.
- On October 5<sup>th</sup>, Chief Davis served as a "celebrity" judge for the "March of Dimes" Jail and Bail fundraiser at the Brix 24 restaurant in Gig Harbor
- On October 7<sup>th</sup>, Chief Davis along with Mayor Hunter attended the Habitat for Humanity kick-off at the Crocker Group.
- On October 7<sup>th</sup>, Chief Davis attended the Youth Auction at Chapel Hill. The "Chief for a Day" auction item gathered around \$500.00 for the Youth Ministries at the church.
- On October 11<sup>th</sup>, Chief Davis and a group of other chiefs and civic leaders got the opportunity to ride in a C-17 transport at McCord AFB. The flight lasted about four hours and traveled to eastern Washington and as far north as Everett before returning to the base where everybody was treated to lunch.
- On October 18<sup>th</sup>, Chief Davis attended the Tacoma/Pierce County DUI Task Force meeting.
- On October 19<sup>th</sup>, Chief Davis attended the Pierce County Police Chiefs meeting.
- On October 20<sup>th</sup>, Chief Davis and Lt. Colberg attended the Civil Service Commission meeting.
- On October 31<sup>st</sup>, Chief Davis met with Captain Steve Sutton from the Washington State Patrol to discuss Police K-9 services.

### **OTHER COMMENTS:**

Our two recruits, Raquel Brunson and Chet Dennis are continuing to do well at the Police Academy. They are scheduled to graduate on Thursday the 16<sup>th</sup> of November. I will send out an official invitation for those of you that are interested in attending the graduation in Seattle. We are very excited about getting both of our newest officers into our internal training program which will last for approximately 12-weeks. Both officers are scheduled to be solo qualified in March 2007.

Officer Cabacungan has been selected as the new Reserve Unit coordinator. He served as a reserve for several years before becoming a regular officer—and as a result should bring a lot of great ideas to reenergize the unit. We are looking to increase the unit by at least two officers.

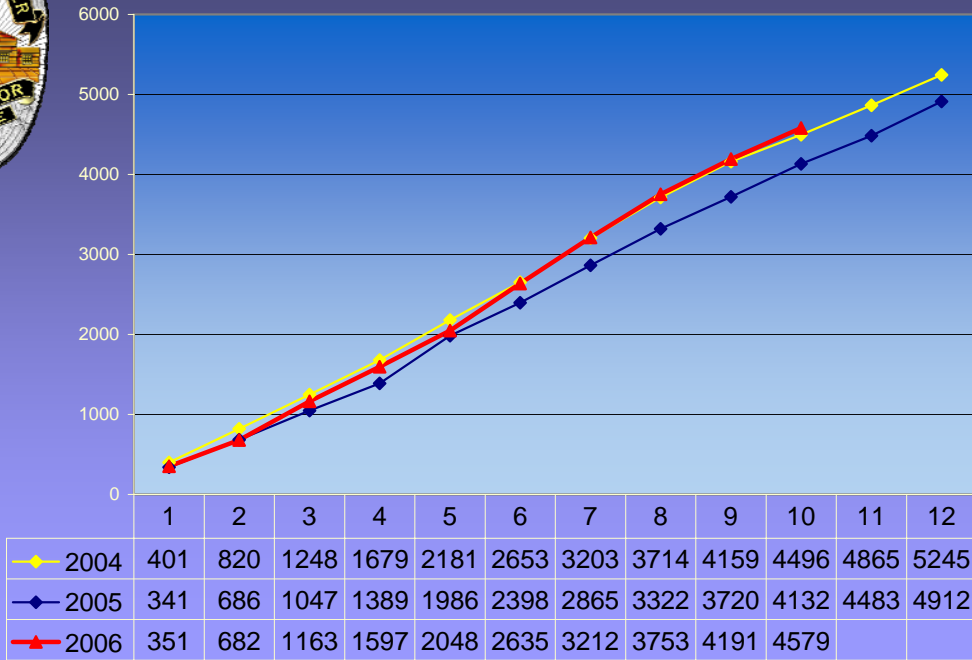
Officer Chapman has been selected as the department's new use of force instructor. He made it through the first two levels of hands on training without any injuries, so it appears he has the durability to become an effective instructor.



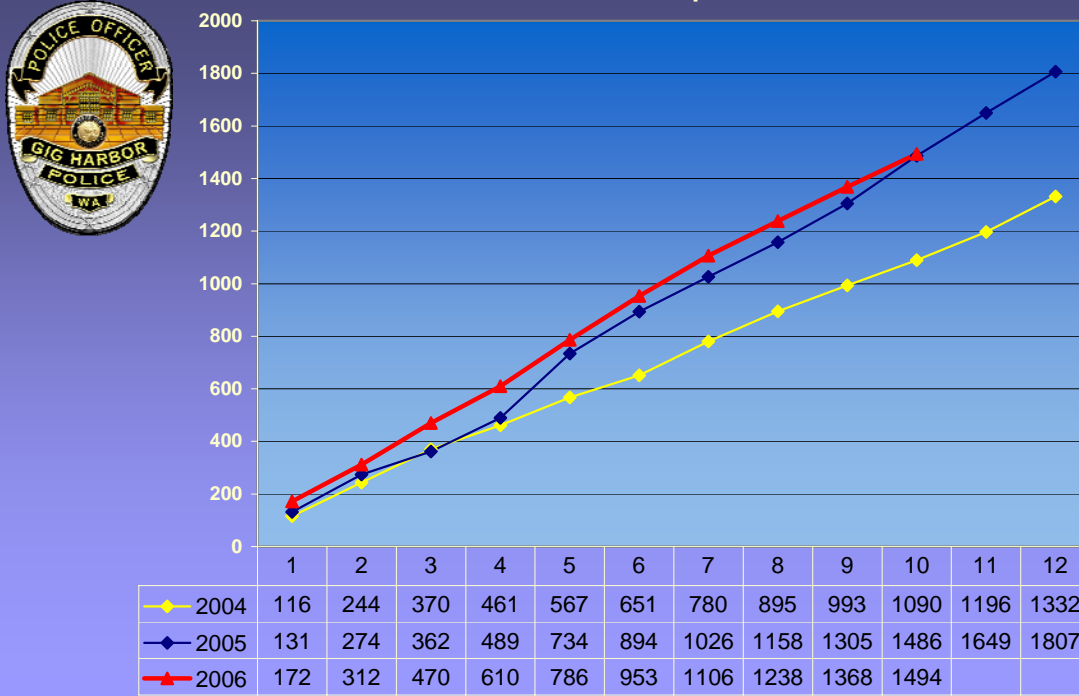
## OCTOBER 2006 YTD MONTHLY ACTIVITY GRAPHS



**GHPD Calls for Service (cumulative)  
2004 - 2006 YTD Comparison**



**Case Reports Written (cumulative)  
2004 - 2006 YTD Comparison**

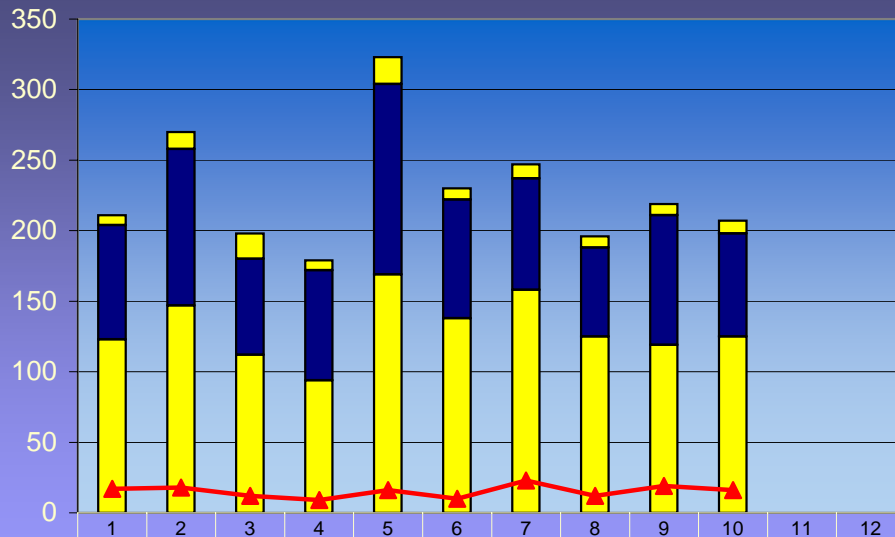


### Trends: Traffic Enforcements vs. Accidents 2005 - 2006 YTD Comparison (cumulative)



|                              |    |     |     |     |     |     |     |     |      |      |      |      |
|------------------------------|----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|
| 2005 Infractions + Citations | 71 | 140 | 223 | 337 | 568 | 696 | 779 | 968 | 1092 | 1195 | 1316 | 1432 |
| 2006 Infractions + Citations | 88 | 211 | 297 | 382 | 536 | 628 | 717 | 788 | 888  | 970  |      |      |
| 2005 Reportable Accidents    | 13 | 27  | 45  | 53  | 84  | 96  | 109 | 124 | 140  | 152  | 174  | 199  |
| 2006 Reportable Accidents    | 17 | 35  | 47  | 56  | 72  | 82  | 105 | 117 | 136  | 152  |      |      |

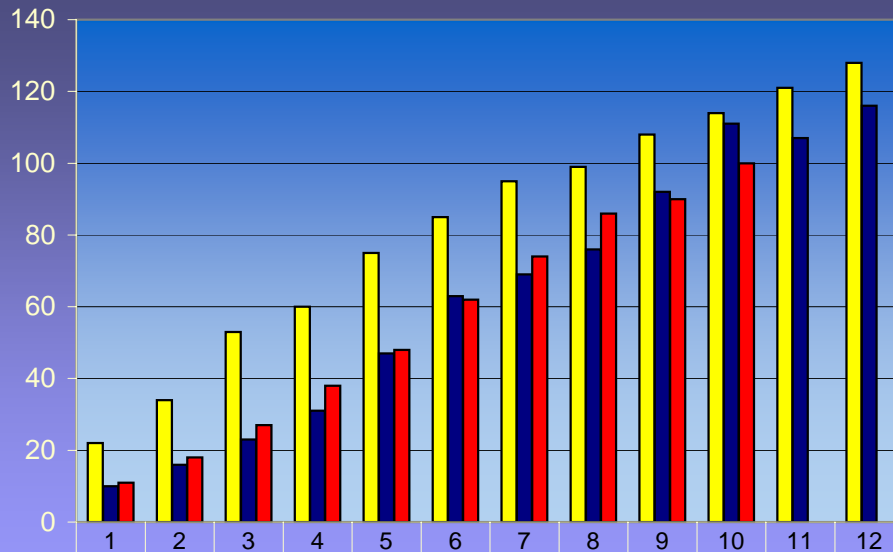
### 2006 Traffic Enforcement vs. Accidents Comparison Monthly Totals



|                            |     |     |     |    |     |     |     |     |     |     |  |  |
|----------------------------|-----|-----|-----|----|-----|-----|-----|-----|-----|-----|--|--|
| Criminal Traffic Citations | 7   | 12  | 18  | 7  | 19  | 8   | 10  | 8   | 8   | 9   |  |  |
| Infractions                | 81  | 111 | 68  | 78 | 135 | 84  | 79  | 63  | 92  | 73  |  |  |
| Verbal Warnings            | 123 | 147 | 112 | 94 | 169 | 138 | 158 | 125 | 119 | 125 |  |  |
| Accidents                  | 17  | 18  | 12  | 9  | 16  | 10  | 23  | 12  | 19  | 16  |  |  |



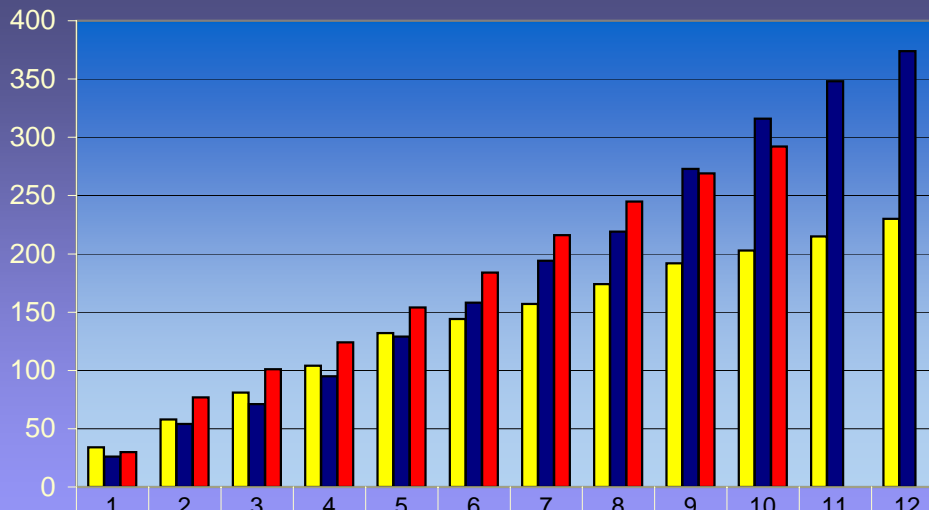
### Felony Arrests (cumulative) 2004 - 2006 YTD Comparison



|               |    |    |    |    |    |    |    |    |     |     |     |     |
|---------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| ■ Felony 2004 | 22 | 34 | 53 | 60 | 75 | 85 | 95 | 99 | 108 | 114 | 121 | 128 |
| ■ Felony 2005 | 10 | 16 | 23 | 31 | 47 | 63 | 69 | 76 | 92  | 111 | 107 | 116 |
| ■ Felony 2006 | 11 | 18 | 27 | 38 | 48 | 62 | 74 | 86 | 90  | 100 |     |     |



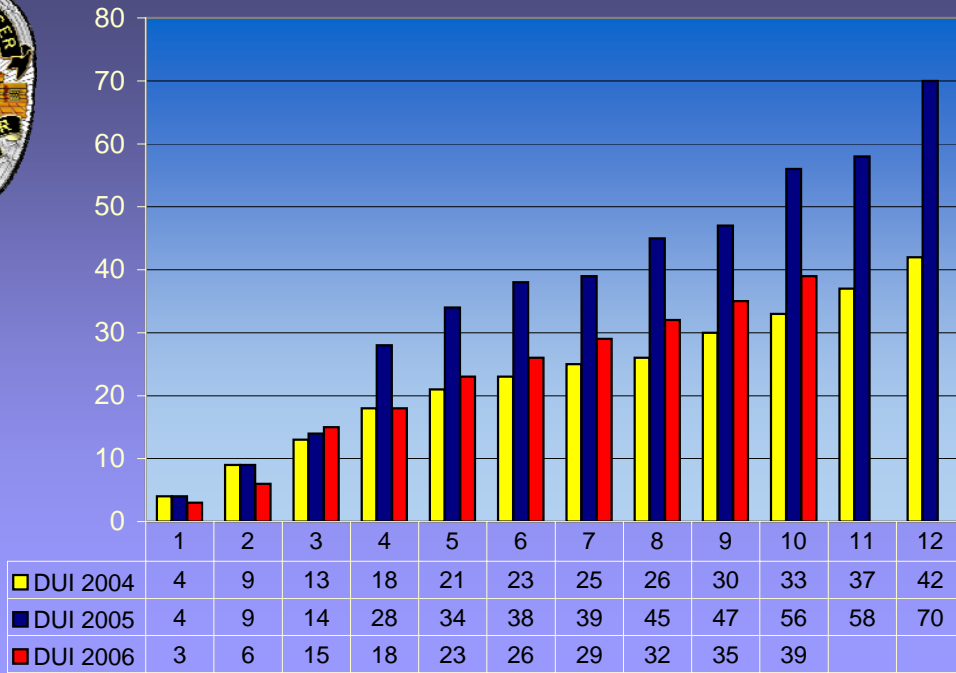
### Misdemeanor Arrests (Cumulative) 2004 - 2006 YTD Comparison



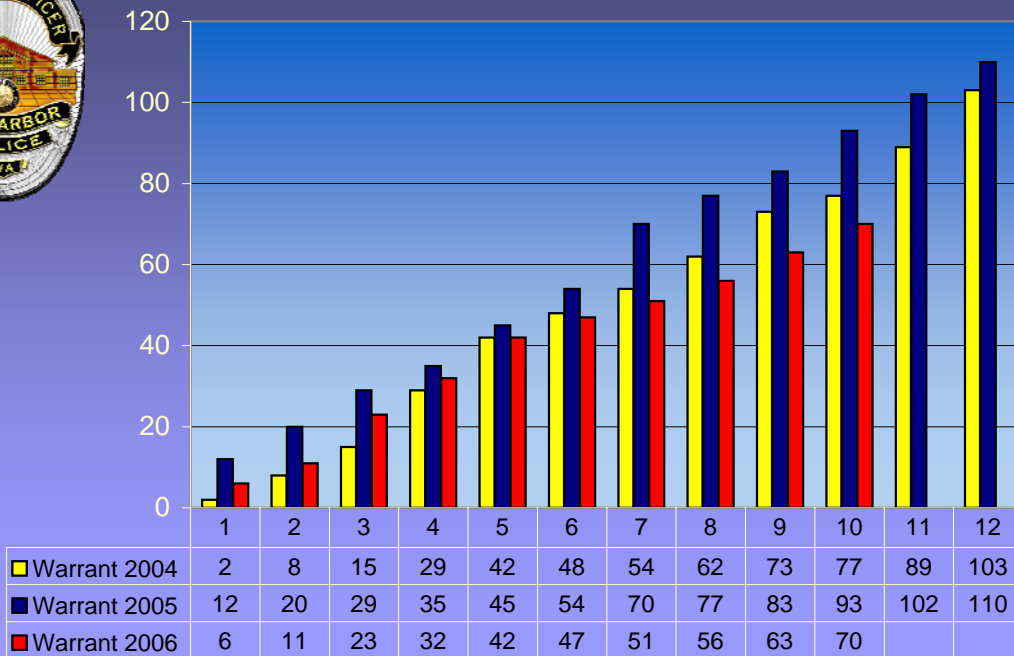
|                    |    |    |     |     |     |     |     |     |     |     |     |     |
|--------------------|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| ■ Misdemeanor 2004 | 34 | 58 | 81  | 104 | 132 | 144 | 157 | 174 | 192 | 203 | 215 | 230 |
| ■ Misdemeanor 2005 | 26 | 54 | 71  | 95  | 129 | 158 | 194 | 219 | 273 | 316 | 348 | 374 |
| ■ Misdemeanor 2006 | 30 | 77 | 101 | 124 | 154 | 184 | 216 | 245 | 269 | 292 |     |     |



### DUI Arrests (cumulative) 2004 - 2006 YTD Comparison



### Warrant Arrests (cumulative) 2004 - 2006 YTD Comparison



**AMENDED AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
November 13, 2006 – 6:30 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**EXECUTIVE SESSION:** For the purpose of discussing labor negotiations per RCW 42.30.140(4)(b).

**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 October 23, and Special City Council Meeting of October 30, 2006.
2. Correspondence / Proclamations: 1) Letter from DBWRA 2) Declaration of Emergency.
3. Resolution No. 690 – Wheeler Avenue Street Vacation – Barta.
4. Resolution No. 691– Rust Street Vacation – Beck.
5. Holiday Treelighting Contract Authorization.
6. Sanitary Sewer Facilities Easement and Maintenance Agreement – Harbor Crossing - Little Boat North Inc.
7. Stormwater Facilities Maintenance Agreement and Restrictive Covenant – Olympic Mixed Use Development – Olympic Drive Land LLC.
8. Stormwater Facilities Maintenance Agreement and Restrictive Covenant – Wilhelmson Short Plat – R-Anderson LLC.
9. Purchase Authorization – Dissolved Oxygen Analyzer.
10. Liquor License Application: Hot Iron Grill
11. Approval of Payment of Bills for November 13, 2006:  
Checks #51861 through #52027 in the amount of \$377,442.99.
12. Approval of Payroll for the month of October:  
Checks #4458 through #4488 and direct deposit entries in the amount of \$262,561.64.

**OLD BUSINESS:**

1. Second Reading of Ordinance - 2006 Property Tax Levy.
2. Second Reading of Ordinance – Relating to Annexation and Zoning – McCormick Ridge LLC (ANX 04-04).
3. Second Reading of Ordinance – Changing the Meeting Time of the Regular City Council Meetings.

**NEW BUSINESS:**

1. Public Hearing - Resolution for Harbor Hill Development Application (postponed from last meeting.)
2. Public Hearing and Resolution – Hansen Annexation ANX 16-1313.
3. Tideland Easement – Peter Stanley.
4. “Road Map” for Interchange Improvements on SR-16 – Contract Amendment.
5. Burnham/Borgen/SR-16 Corridor Improvement Project – Contract Authorization for Professional Engineering Services.
6. Public Hearing and First Reading of Ordinance – 2007 Proposed Budget.

**STAFF REPORT:**

1. Mike Davis, Chief of Police – October Report.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Gig Harbor North Traffic Options Committee Meeting, November 15<sup>th</sup> at 9:00 a.m. in Community Room B.
2. Operations and Public projects Committee Meeting, November 16<sup>th</sup> at 3:00 p.m. in the Operations/Engineering Conference Room.

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

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 23, 2006

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Dick, Kadzik and Mayor Hunter. Councilmember Payne arrived later in the meeting.

**CALL TO ORDER:** 7:03 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 October 9, 2006.
2. Liquor License Renewals: Maritime Mart; Marketplace Grille; Finholm's Market; GH Shell.
3. Approval of Payment of Bills for October 23, 2006:  
Checks #51734 through #51860 in the amount of \$424,940.72.

**MOTION:** Move to approve the Consent Agenda as presented.  
Franich / Conan – unanimously approved.

### **OLD BUSINESS:**

1. Second Reading of Ordinance – Interlocal Agreement with Pierce County to Expand the Hospital Benefit Zone. David Rodenbach, Finance Director, presented this ordinance that expands the Hospital Benefit Zone to include some areas of Unincorporated Pierce County up to 144<sup>th</sup>, and also approves an Interlocal Agreement with Pierce County to include these areas. He asked for two separate motions.

Mayor Hunter opened the public hearing at 7:02 p.m. No one came forward to speak and the public hearing closed.

**MOTION:** Move to adopt Ordinance No. 1057 as presented.  
Young / Dick – unanimously approved.

**MOTION:** Move to approve the attached Interlocal Agreement with Pierce County.  
Young / Conan – unanimously approved.

### **NEW BUSINESS:**

Mayor Hunter asked for an amendment to the agenda to move agenda item number three, Resolution for Harbor Hill Development Application, to the end of New Business.

**MOTION:** Move to amendment to the agenda to move agenda item number three, Resolution for Harbor Hill Development Application, to the end of New Business.

Ekberg / Franich – unanimously approved.

1. Resolution No. 688 - Setting the Public Hearing for the Milton Avenue Street Vacation Request – Drolshagen. John Vodopich, Community Development Director, explained that the resolution sets a public hearing date of November 27, 2006 for a street vacation request received from Jeffrey Drolshagen for a portion of Milton Avenue.

Councilmember Dick voiced concern that there is an existing, open road on the site being asked to be vacated. He said that because the road has been open, the non-user statute does not apply to the site and it would not be appropriate to follow this process. Therefore, it isn't appropriate to hold a public hearing.

Councilmember Young said that staff has indicated that area in question is surplus to the city's needs, and he would suggest that Mr. Drolshagen bring the request back through the normal street vacation process rather than using the non-user statutes.

Councilmember Franich asked for clarification on the width of the easement and whether or not this is excess. Councilmember Dick made the following motion.

**MOTION:** Move to refer this to staff to see if there is an issue to be considered by Council and to see if there is property that is needed for city use.  
Dick / Franich – unanimously approved.

2. Public Hearing – Resolution No. 689 Accepting the Shafer Annexation Petition (ANX 06-1302). John Vodopich explained that on August 14<sup>th</sup>, Council accepted the Notice of Intention presented by Mr. Shafer to annex one parcel along Soundview Drive. On August 23<sup>rd</sup>, the petition was certified by the Assessor-Treasurer as being legally sufficient, and so this resolution would accept the annexation petition and refer it to the Boundary Review Board.

Mayor Hunter opened the public hearing at 7:11 p.m.

Lita Shoemaker – 6119 Soundview Drive. Ms. Shoemaker explained that she is the daughter of the applicant, Mark Shafer. She said that he is doubling his square footage and adding 2-1/2 baths to the existing residence. The annexation would allow him to hook up to city sewer rather than adding a new drain-field and septic system, as well as the benefit of working with the city on permits for the remodel.

There were no further public comments and the hearing closed at 7:13 p.m. Clerk Towslee asked that Council renumber the Resolution to 688 as the last agenda item was postponed.

**MOTION:** Move to adopt Resolution No. 688 as presented.  
Young / Conan – unanimously approved.

3. Public Hearing – 2007 General Fund Budget Revenue Sources and First Reading of Ordinance - 2006 Property Tax Levy. David Rodenbach, Finance Director, explained that this is the annual public hearing on revenue sources for the General Fund. He said that the estimated revenues include the 1% increased 2007 Tax Levy, and gave an overview of taxes and revenue sources. He then presented the background information on the 2006 Property Tax Levy, explaining that the increase in the total assessed valuation is due to the 1% increase, new construction, and annexed property.

Councilmember Young said that he didn't see the dollar per thousand increase listed for the regular levy. Mr. Rodenbach said that this ordinance was copied from last year's sent from the Department of Revenue. He said that the dollar per thousand was set by the Assessor's Office when they receive the final assessments. This ordinance is based in estimated assessments.

Councilmember Dick further explained that the levy rate is statutorily determined from the dollar amount that the city requests and the city's priorities.

Mayor Hunter opened the public hearing at 7:15 p.m. No one came forward to speak.

Councilmember Franich recommended not enacting the 1% Tax Levy increase as a nice gesture to the citizens. He said that the 2006 Tax Revenues are up by \$300,000 and 2007 are projected to increase another \$300 - \$400,000. He said that he will be making a motion at the next meeting to forego the increase this year.

Councilmember Conan agreed, and said that this has been discussed over the past few years. It is such a small amount that it may be a good gesture to forego the increase for one year. It is more the principal, and he would be in favor of tightening the city's budget by this amount.

Councilmember Dick expressed concern that when we began dealing with the hospital to try and solve the traffic growth on city streets caused by development in the County, we found a huge backlog of road projects that need to be done just to keep the status quo. He continued to explain that the reason that the law permits the limited growth of property tax dollars is because the expenses of doing projects go up more than the limit allowed on the taxes. He said that it shouldn't be suggested that we don't need the property tax increase when there is a backlog of millions of dollars of unfunded road projects. He recognized that the city relies heavily on sales tax, but the property tax is designed to help pay the bills. If you don't increase the amount of taxes brought in, the problems caused by development won't be addressed. He said that the limitations keep property taxes from increasing as fast as inflation of public works projects, and because property values are increasing, right-of-way purchases are also increasing. The city needs the growth in taxes in order to be able to keep the status quo.

Mayor Hunter agreed that the city is struggling on road projects.



Councilmember Franich said that he agrees that every dollar that can be put toward road improvements is money well spent. He said he also believes that property taxes have been going up astronomically. Even though it is a small amount, it is a show of good faith, and \$15,000 isn't going to put any road project in jeopardy. He said that he hopes that during the budget process, Council keeps in mind how important the road projects are.

Mayor Hunter closed the public hearing at 7:22 p.m. and said that the ordinance will return at the next meeting for a second reading.

4. First Reading of Ordinance – Relating to Annexation and Zoning – McCormick Ridge LLC (ANX 04-04). John Vodopich said that City Council accepted the McCormick Ridge Annexation and referred it to the Boundary Review Board, which has deemed it approved. The next step is the adoption of a formal ordinance annexing the property and establishing zoning. There was no further discussion and the Mayor said that the ordinance will return for a second reading at the next meeting.

5. First Reading of Ordinance – Changing the Meeting Time of the Regular City Council Meetings. John Vodopich explained that at the last meeting, Council directed staff to prepare an ordinance to consider changing the regular meeting time of the City Council from 7:00 p.m. to 6:00 p.m. The City Attorney crafted an ordinance for discussion.

Councilmember Franich said that he asked for this to weigh the pros and cons of changing the time. He said that his only concern is the ability for public participation; however, he doesn't think it will be a problem because people only come for specific issues. He added that it will benefit some of the people who come to the meetings that have to wait through the meeting in order to speak under public comment. Changing the starting time will help. He said that it is an idea that can be tried, and if it doesn't work out, we can go back.

Mayor Hunter asked if anyone from the public wished to speak on the issue. No one came forward.

Councilmember Ekberg said that he agreed with Councilmember Franich, and that it is worth a try. He added that other commissions and committees of the city meet at various earlier times, and citizens who have technical people that need to come and speak on an issue, as well as staff, would be better served by an earlier meeting time.

Councilmember Young said that he brought up the suggestion to consider changing the meeting day, and after thinking about it further, he realized that he has no interest in altering the day.

Councilmember Dick explained that he has reservations on an earlier time due to public participation. He said that he received comments to that effect before the meeting, and personally, it is difficult to get back across the bridge, get a bite to eat, and get ready to

make it to the meeting. He said that it would constrain him and a lot of the people that come to speak. If it is a big enough issue that effect their financial interests, they may take off work to be here, but it may inhibit public comment from the well-meaning citizens who want Council to improve things. That weighs heavily for him and he is having difficulty with changing the time.

There were no further comments and the Mayor announced that this will return for a second reading at the next meeting.

6. Borgen Boulevard Roundabout Re-Striping Project – Bid Award. John Vodopich explained that staff and members of the Operations and Public Projects Committee had met to discuss appropriate signage and striping options for the roundabouts in the Borgen Boulevard Corridor. This contract award is for striping the Borgen / 51<sup>st</sup> and the Harbor Hill / Borgen Boulevard Roundabouts. He explained that the work was not anticipated in the 2006 Budget, but there is sufficient revenue in the street operating fund to cover the expense.

Mayor Hunter asked if this includes signage. Mr. Vodopich explained that the city crew would be doing the signage. He then responded that Road Runner Striping has been around for awhile, and the city has used them as a contractor before.

**MOTION:** Move to approve the contract with Road Runner Striping, Inc. in the amount of Eight Thousand Nine Hundred Sixty Dollars and No Cents (\$8,960.00), including retail sales tax.  
Franich / Payne – unanimously approved.

7. Resolution - Council Opposition to I-933. John Vodopich explained that this resolution had been requested by Councilmember Franich. This property rights initiative would require local government entities to either wave regulations or pay property owners for perceived diminishment in value. It would also roll back regulations to 1996. This resolution crafted by the City Attorney states that the City Council's opposition to the initiative.

Carol Morris pointed out there is a procedural formality with a resolution opposing an initiative. She said that there has to be equal opportunity for the public or council to express an opposing view.

Mayor Hunter asked for any public comment. No one came forward.

Councilmember Franich said that this is an important issue to be discussed by Council. He said he understands that property owners feel that their rights have eroded over the years, but the GMA is the legislative action that started the process when they delineated the designated rural and urban designation. Then came the Critical Areas Ordinance, which severely limited property rights. He said that he doesn't believe that I-933 is the way to address the concerns. It is broadly worded and could cost the city a

lot of money in legal fees and possible restitution to property owners. He said that it could also damage zoning ordinances that help to protect the character of the city.

Councilmember Young added that if passed, this initiative would be catastrophic for Gig Harbor, and it would be complete devastation for cities created after 1996. Every land use regulation enacted after this date would have to be thrown out. No one could afford to pay damages to a property owner for not being allowed to construct to the highest use possible. He stressed that everyone should oppose this initiative.

Councilmember Dick said that he appreciated this being brought before Council. He agreed that this initiative has monumental proportions. The resolution describes serious impacts on the city, the citizens and the public in general. He said that he would like to add language to the resolution that addressed the effects on the small business community due to the adverse consequences of uncontrolled development. In Gig Harbor, most of the zoning laws that have been passed since 1996 affect the character of the town and if this initiative passes, all that would be rendered unenforceable unless you want to pay. There would be zero certainty. He said that he has two main concerns. He stressed that it is unconstitutional to enforce the laws passed since 1996 against only the willing. This would be unfair. The other concern is current tax limitations in the State of Washington. He said that no government could pay the expense that will be demanded by this initiative without ceasing doing everything else. Councilmember Dick stressed the negative effects of similar legislation that has recently passed in Oregon.

**MOTION:** Move to adopt Resolution No. 689.  
Franich / Conan –

Councilmember Dick offered the addition of language to the resolution before passage.

**AMENDMENT TO MOTION:** Move to include of the following “whereas” paragraphs on page 3.

“(1) WHEREAS, I-933 pretends to authorize governments to waive adoption or enforcement of regulations subject to the initiative if they cannot pay all reduction in value of all real and personal property affected, but waiver of regulations against citizens who object and enforcement against those who do not is patently unfair and unconstitutional, and

(2) WHEREAS, the prohibition of I-933 against passing new laws or enforcing laws adopted since 1996, until after every affected property owner has been paid for any diminution in value of property would not permit adoption or enforcement of any laws (except exempt laws), because Washington tax limitations would preclude any government in Washington from collecting enough to

pay the prerequisite amounts, without ceasing virtually all existing services, and.”

Dick / Young – unanimously approved.

**MOTION:** To adopt Resolution No. 689 as amended.  
Franich / Conan – unanimously approved.

8. Public Hearing - Resolution for Harbor Hill Development Application. Mayor Hunter announced that the purpose of this hearing is for the City Council to consider the pertinent facts, applicable law and to make a final decision on the application of the Harbor Hill LLC for a Development Agreement for the development of the residual parcels at the Costco shopping center in the Gig Harbor North Area.

Mayor Hunter asked for cooperation in the following procedure: Everyone present will be given an opportunity to be heard. The City Clerk will make a tape recording of the proceedings. Therefore, when you address the Council, begin by stating your name and address. Speak slowly and clearly. Only one person will be allowed to speak at a time.

The Appearance of Fairness Doctrine requires that this hearing be fair, in form, substance and appearance. The hearing must not only be fair, it also must appear to be fair. Mayor Hunter asked whether any member of this decision making body has engaged in communication with opponents or proponents regarding this issue outside of the public hearing process.

Councilmember Young said that the City Attorney has recommended that this hearing be continued until the next meeting.

Carol Morris recommended that the public hearing be continued until the next meeting because if Council is asked if they have had any ex parte contact, they will have to disclose them again at the next hearing. She said that one way to proceed is to ask Council if they would like to vote to continue this until the next hearing. She said that she is recommending a continuation because she received materials from the attorney for the applicant on Friday, and she would like to do a response, but did not have sufficient time to do so today. The response that she is drafting involves two legal issues raised by the letter that will assist Council in coming up with a decision on this development agreement.

**MOTION:** Move to continue the hearing until the next, regular Council meeting.  
Young / Franich – unanimously approved.

**STAFF REPORT:**

1. David Rodenbach, Finance Director – Quarterly Report. Mr. Rodenbach offered to answer any questions.

## **PUBLIC COMMENT:**

Gretchen Wilbert. Ms. Wilbert reported that she attend the Cascadia Forum in San Francisco and asked Councilmembers to review the packet of information that she had left for them. The information is about the passenger ferry coalition formed in 2003 to partner public / private entities to utilize the Puget Sound as an alternative method of transportation. She said that if Jerisich Dock is used for loading and unloading, parking and a town around bus system needs to be addressed. This is another reason to open the discussion with Pierce Transit. She added that with the aging population, it is important to get them people out of their automobiles to relieve the traffic congestion. She asked that the Cascadia Packets be returned to her via the receptionist to be shared with the County Councilmembers and State Legislature. She said she would be happy to continue to bring forth information on this transportation choice, but would also be happy to pass the experience on to someone else.

Tony Giminaro – 2415 89<sup>th</sup> St. Ct. NW. Mr. Giminaro, President of the East Harbor Estates Homeowner Association, discussed the negative effects on the local community of a proposed development. He mentioned absent greenbelts and buffers, density levels, stormwater drainage, environmental impacts, noise, traffic, and pollution.

Mayor Hunter stressed that this development is in Pierce County. Mr. Giminaro said that the city gets to comment on the project as it in the UGA. He said that they are not opposed to the project; the neighborhoods just want to be assured that the development gets serious scrutiny and adequate review, especially by Gig Harbor so that it maintains the character and nature of the local neighborhoods.

Councilmembers asked for clarification on the project. Mr. Giminaro responded that this is a 19.36 acre site with a proposed 64 home development. The homes are minimum 5,000 s.f. located up Dana Drive off Crescent Valley Drive.

Don Schultz – 89<sup>th</sup> St. Ct. NW. Mr. Schultz said that he knows the project is in Pierce County, but is concerned. He suggested going to Anthony's Restaurant and looking up at the hill. Currently there are a couple of homes, but if the development is approved, there will be homes all the way across. He said that that these hills are made of sand and these homes are on septic systems. Everything runs downhill, and when the rains start, the stormwater runoff will all end up in the harbor.

John Vodopich explained that Jennifer Kester, Senior Planner, is working with Pierce County on this project. Ms. Kester responded that a UGA Application has been submitted and so there are maps and a plan that she will share with Council.

Mayor Hunter said that he has forwarded several letters that he has received on the project to the Planning Department.

Jon Rose – President, Olympic Property Group – 19245 10<sup>th</sup> Ave. NE, Poulsbo. Mr. Rose reported on the success of the open house event that OPG held on October 4<sup>th</sup> to

invite public input on the future of the city. He said that 180 people showed up to talk about what they would like to see in their city. Mr. Rose voiced disappointment that more Councilmembers were unable to attend. He then commented that only about 10% of the property has a plan, with 300 acres remaining. He stressed that there is one chance to develop a plan for the remaining 300 acres the right way. Mr. Rose said that given the opportunity, innovative zoning can be used to “do something cool.” He said that this couldn’t be done unless we act as partners, and not as adversaries. He offered to come back with a report of the information gathered at the open house, stressing again that this is a big opportunity. He said that we need to work hard at dialogue and innovation, which now, is challenging. If you want “great” you have to be willing to step out the proverbial box. He said that OPG has done everything that they have asked to do over the past 20 years and that they would like to take it to a new level, but can’t do it alone.

Mr. Rose then said that he is not pleased that their agenda item had been postponed. He said that we can do better by the city, by OPG, and by the 180 people that showed up at the open house. We are not going to be more interesting and dynamic by taking 10-12 weeks to work out small details. He said that he would be happy to present the report and some of the exhibits from the open house at a less stressed-out time. He said that Council should care, as they do.

Councilmember Ekberg commented that he had attended the open house and was quite impressed with the turnout. He said that there was a lot of exchanged of ideas, and he would be interested in a compilation on what transpired. Councilmember Young apologized for not being able to attend due to work.

Councilmember Payne thanked Mr. Rose. He said that OPG is doing a great job up there. He added that it may seem adversarial, but we will get through it together.

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

Councilmember Payne apologized for being late, adding that if the meeting changes to a 6:00 p.m. starting time, the commute from San Diego is going to get harder.

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

1. Gig Harbor North Traffic Options Committee Meeting, October 25<sup>th</sup> at 9:00 a.m. in the Community Rooms at the Gig Harbor Civic Center.
2. Operations and Public Projects Committee Meeting, October 26<sup>th</sup> at 3:00 p.m. in the Engineering/Operations Conference Room at the Community Development Department.
3. Special Council Meeting, Gig Harbor Peninsula Historical Society Proposed Draft Agreement, October 30<sup>th</sup> at 7:00 p.m. in the Council Chambers at the Gig Harbor Civic Center.

Councilmembers recommended moving the time to 6:00 p.m. for the Special Council Meeting on October 30<sup>th</sup>. It was agreed to notice the meeting for 6:00 p.m.

Councilmember Young announced that he would not be able to attend that evening.

4. Budget Worksessions: Monday, November 6th and Tuesday, November 7th at 6:00 p.m. in the Community Rooms at the Gig Harbor Civic Center.

Mr. Rodenbach was asked when a copy of the Draft 2007 Budget would be available. He responded that it would be passed out on October 30<sup>th</sup>.

**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 15 minutes at 8:10 p.m. in order to discuss potential litigation per RCW 42.30.110(1)(i).  
Franich / Young – unanimously approved.

**MOTION:** Move to return to regular session at 8:21 p.m.  
Franich / Conan – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:21 p.m.  
Kadzik / Franich – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 – 30

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Charles L. Hunter, Mayor

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Molly M. Towslee, City Clerk

## **SPECIAL GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 30, 2006**

**PRESENT:** Councilmembers Ekberg, Franich, Conan, Dick, Payne, Kadzik and Mayor Hunter. Councilmember Young was absent.

**CALL TO ORDER:** 6:03 p.m.

**PLEDGE OF ALLEGIANCE:**

### **NEW BUSINESS:**

1. Gig Harbor Peninsula Historical Society Agreement. John Vodopich, Community Development Director, explained that over the past several months, members of the Gig Harbor Peninsula Historical Society, the Engineering and Operations Council Committee, the City Attorney and City Staff have been meeting to develop a proposed agreement between the city and the Historical Society regarding a new museum property. He said that the agreement before Council would donate \$400,000 to the Historical Society over the course of five years with five annual installments of \$80,000 each year. After the first installment, the city would enter into a purchase and sale agreement and receive the deed for approximately 7,000 square feet of property located in the Donkey Creek Parcel. After the second installment, the city would receive a conservation easement over the top of the Donkey Creek Property in order to daylight the parcel. The three remaining installment payments would go towards the ongoing maintenance and operation, and construction of the museum. He apologized for the late version passed out right before the meeting, adding that he had received the changes from the PHS at 4:30 this afternoon. The changes relate primarily to the dates and timing of the cycling of the Historical Society's effort to solicit funding.

Carol Morris, City Attorney, explained that the agreement has blanks and is missing the exhibits. All that is needed tonight is a motion that the Council will approve the agreement with it comes back in final form.

Councilmember Kadzik asked for clarification on page 4, Section 3-5 and page 6, Section 5-1 and whether the dates of the right of first refusal should be the same.

John Vodopich responded that Section 3-5 does need to be changed. The Historical Society has a goal to collect the funds on or before December 31<sup>st</sup>, 2008.

Councilmember Dick asked if the source of the funds to make the payments had been identified. Mr. Vodopich responded that he could not recall what had been discussed.

Councilmember Dick asked if anyone else had given any thought to this. He said that he likes the project, but there is a need to set aside more revenue for unfunded road projects in order to meet grant requirements and to do projects that do not require grants. He said that nothing had been set aside over the past two to three years for this purpose. Council discussed taking \$150,000 of the 2006 Ending Fund Balance for this purpose, but there will not be any Ending Fund Balance this year. He said that it is a



question of priorities. If we can't get around doing the business of the city, can we afford this kind of money for projects that benefit our citizens? It is also a timing issue. If we cannot identify where the money is coming from, do we want to stop other capital expenses? He said he is trying to identify the sources of funds to pay for this new, large expense.

John Vodopich responded that it would come from General Fund Budget, but he was unsure of the specific line item in the budget.

Councilmember Payne said that David Rodenbach, Finance Director, attended the meetings and was more than comfortable with the amount identified to be paid on an annual basis. In addition, there was discussion that some of the funding would come from the Hotel / Motel Tax Revenues. Councilmember Payne said that he is comfortable knowing that the Finance Director was supportive of the amount and the terms. It was determined that this is less than 3/10 of a percent of the annual budget to support this project that he believes the city cannot afford not to support.

Councilmember Franich followed up by explaining that we have a commitment from the Marketing Director, Laureen Lund, for \$20,000 per year.

Councilmember Ekberg explained that the first payment has been pushed out to 2008 because of the exact concerns that Councilmember Dick expressed. He said that David Rodenbach was in the meetings and by moving the payments out until 2008, along with the contributions from the Lodging Tax Fund, the money is there.

Chuck Hunter said that it is a matter of priorities. Council is going to have to make hard decisions when it comes to funding this project. The money is going to have to come from something else.

Councilmember Dick said that his concern is that Council has spent money on several park facilities, and with those projects came additional capital needs. So the city's balance has been spent down. To incur an additional expense without setting aside money for road projects raises a concern. He said that he thought the focus was to move away from parks and move towards roads, and that we are getting to the point where we need to show restraint. If we can find the funds to support this project, while keeping the business climate that generates our revenue system alive, it would be good. He then said that the sacrifice of planning ahead to set aside funds concerns him.

Councilmember Franich responded that he whole-heartedly agrees with Councilmember Dick's assessment. He said that he agrees that Council needs to start working on putting money away for roads and sewer, and that he would have preferred to see this proposal come through after the 2007 Budget cycle. Personally, he said that he doesn't know if it is the city's role to be this active in private activities, even though it is a great project and will be a great benefit to the community. He said that he feels that there has been a lot of community support for the project, and he will support it, but would like to

support it at a lesser number. The \$20,000 from Hotel/Motel Tax Fund will help us to more easily afford this in the future.

Walt Smith – 19216 99<sup>th</sup> St. KPN. Mr. Smith said that the Society is in full agreement with the revision submitted to Council this afternoon. He acknowledged Mayor Hunter for his leadership, as well as John Vodopich, Councilmembers Franich, Payne, and Ekberg, who spent a lot of time working through many issues. He said that the events of the past and present will shape the community, and a favorable vote tonight will allow the Historical Society to preserve and transcend Gig Harbor's time and place for the future. He said that they sincerely appreciate these efforts and urged support.

Beth Perrow – 9119 North Harborview Drive. Ms. Perrow, Board Member with the Historical Society and Co-chair of the Capital Campaign, said that she realizes that any organization has financial challenges and decisions to make. She agreed with Councilmember Franich that the community is behind this project, and they are doing a huge amount of the work. She said that they are asking for money from the city, but not a lot of on-going work. They will be taking care of all the details. The project will be a big asset to the community and will enhance the business community: the restaurants, the hotels, the downtown stores, and it will bring a lot of people who will spend more time in the harbor. Ms. Perrow said that it will be a good investment for the city and that she hopes that Council votes in favor of the agreement.

Carol Morris, City Attorney, discussed needed amendments to page 6, second paragraph. She said that 6.4 should be amended to read 4.8. In addition, in negotiations, they agreed upon the words "indemnify" and "hold the city harmless." The words "indemnify and" are missing, and she believes that the Historical Society would be okay with the inclusion of this language.

Mayor Hunter asked about going through the latest changes. Since the amendments were only date related, no one thought it necessary. He continued to say that the latest revisions seem to address the concerns in the letter from the Historical Society.

Councilmember Ekberg disclosed that for some years he was a member of the Historical Society Board of Directors, but is not currently, nor was this project ever discussed while he served on the Board. He said that currently, he is a member of the Historical Society, as are other members of Council. He then said that the museum is a client of his firm, however, he said that he doesn't feel that any of these issues will impact his ability to fairly evaluate this proposal.

Councilmember Franich suggested amendments to the agreement. In Section 3.4.2, he recommended changing the sentence to read "conservation easement" rather than "Donkey Creek property." The second recommendation is in Section 4.7 to change add "and Public Works" after "Planning Department."

John Vodopich responded that this language needs to be changed from “Planning Department” to “Community Development Department” which would be all encompassing.

Councilmember Payne pointed out another change that had been missed in Section 4.7 to change “ingress and egress” to “ingress and /or egress.” This language was agreed upon by both parties at the last meeting.

Councilmember Ekberg commented that Section 4.8 does have language that the Society is holding the city harmless. He asked Carol Morris if this is sufficient. Ms. Morris responded that indemnification goes beyond just holding them harmless. She said that the section should also include indemnification language.

**MOTION:** Move to approve the Gig Harbor Peninsula Historical Society Agreement for the Mayor’s signature upon its return for final review to include the changes that have been discussed this evening.  
Payne / Ekberg – unanimously approved.

Carol Morris said that this will be brought back before Council in final form at the next Council meeting. She said that she hopes to have the Historical Society’s signature on the agreement at that time.

**ADJOURN:**

**MOTION:** Move to adjourn at 6:25 p.m.  
Ekberg / Conan – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 – 18

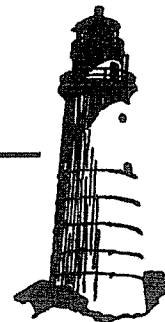
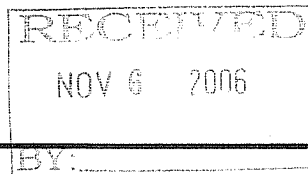
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Charles L. Hunter, Mayor

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Molly M. Towslee, City Clerk

**GIG HARBOR WATERFRONT  
RETAIL & RESTAURANT ASSOCIATION**  
[www.gigarbordowntown.com](http://www.gigarbordowntown.com)



November 3, 2006

The Honorable Mr. Chuck Hunter  
Mayor, The City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor Hunter,

On behalf of the Gig Harbor Waterfront Retail & Restaurant Association, I would like to take this opportunity to thank the City for providing Police coverage for the Downtown Merchant's Halloween Trick Or Treat Event. Chief Davis, Lieutenant Bill Colberg and the rest of your officers who participated Tuesday evening not only provided a sense of security for parents and all participants, they demonstrated a sense of community. And that is what this event is about, the bringing together of community. We also wish to thank Gig Harbor's Finest for serving coffee to cold adults. Next year the Merchants will plan to provide hot cider or hot cocoa as well.

I genuinely get the feeling that we are beginning to pull together with the City towards the common good. All of your departments have been nothing short of spectacular when we have approached them for help or ideas especially Laureen Lund and Dave Brereton. Thanks to all the City Guys and Gals.

Very truly yours,

A handwritten signature in black ink, appearing to read "John R. Moist".

John R. Moist  
President

*P.O. BOX 2143, Gig Harbor, WA 98335*

**PROCLAMATION OF EMERGENCY  
OF THE CITY OF GIG HARBOR**

**WHEREAS**, Pierce County Department of Emergency Management has reported that beginning on November 6, 2006, numerous problems resulting from extremely heavy rain and wind, including damage to transportation infrastructure, damage to private and public buildings and other facilities, and


**WHEREAS**, there is threat to citizens lives and livelihood resulting from flooding throughout the City of Gig Harbor and Unincorporated Pierce County, and

**WHEREAS**, due to the projected weather forecast, these problems may last for a significant period of time continuing to create a threat to life and property, and

**WHEREAS**, this constitutes an emergency as defined by the Pierce County Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted pursuant to Chapter 9.12 of the Gig Harbor Municipal Code, RCW 36.40.190 and RCW 38.52.070(2); now, therefore

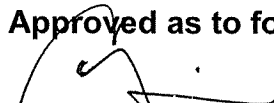
**BE IT PROCLAIMED by the Mayor of the City of Gig Harbor** that an emergency exists in the city; therefore, the City of Gig Harbor Departments are authorized to take emergency actions and to provide emergency services to protect the health and safety of persons and property pursuant to the Pierce County Comprehensive Emergency Management Plan ("Plan"), Chapter 38.52 RCW, and Chapter 9.12 of the Gig Harbor Municipal Code. As directed pursuant to the Plan, each Department is authorized to exercise the powers vested under this proclamation in the light of the urgent requirements of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements).

Dated this 6<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
Charles L. Hunter Mayor, City of Gig Harbor

Nov 6, 06  
Date

Approved as to form:

  
\_\_\_\_\_  
Carol Morris, City Attorney

11-6-06  
Date



*"THE MARITIME CITY"*

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: RESOLUTION FOR PUBLIC HEARING**  
**- WHEELER AVENUE STREET VACATION REQUEST - BARTA**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

The City received a petition for vacation on March 8, 2006 from Maureen Barta, property owner of the abutting properties located at 9476 Wheeler Avenue, petitioning the City to vacate a portion of Wheeler Avenue in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the southern portion of Wheeler Avenue right-of-way currently held by the City, abutting the property frontage of Lot 10 Tax Parcel Number 2260000240.

The right-of-way proposed for vacation along Wheeler Avenue is identified in the City of Gig Harbor Parks Plan as a future street-end park. The City has had interest in developing a waterfront park at this location.

As defined in 12.14 GHMC, a resolution must be passed by the City Council setting a time and date for a public hearing on the proposed street vacation.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that the council pass a resolution setting Monday, December 11, 2006 at the City Council's regular meeting time for the public hearing on the proposed street vacation of Wheeler Avenue.

RESOLUTION NO. xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF WHEELER AVENUE LYING SOUTH OF THE INTERSECTION OF RUST STREET AND WHEELER AVENUE.**

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WHEREAS, Ms. Maureen Barta desires to initiate the procedure for the vacation of the portion of Wheeler Avenue, originally created in the plat called Town of Artna, recorded in 1891 in Volume 5 of Plats at Page 68 in Pierce County, Washington.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor City Hall on Monday, December 11, 2006, at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

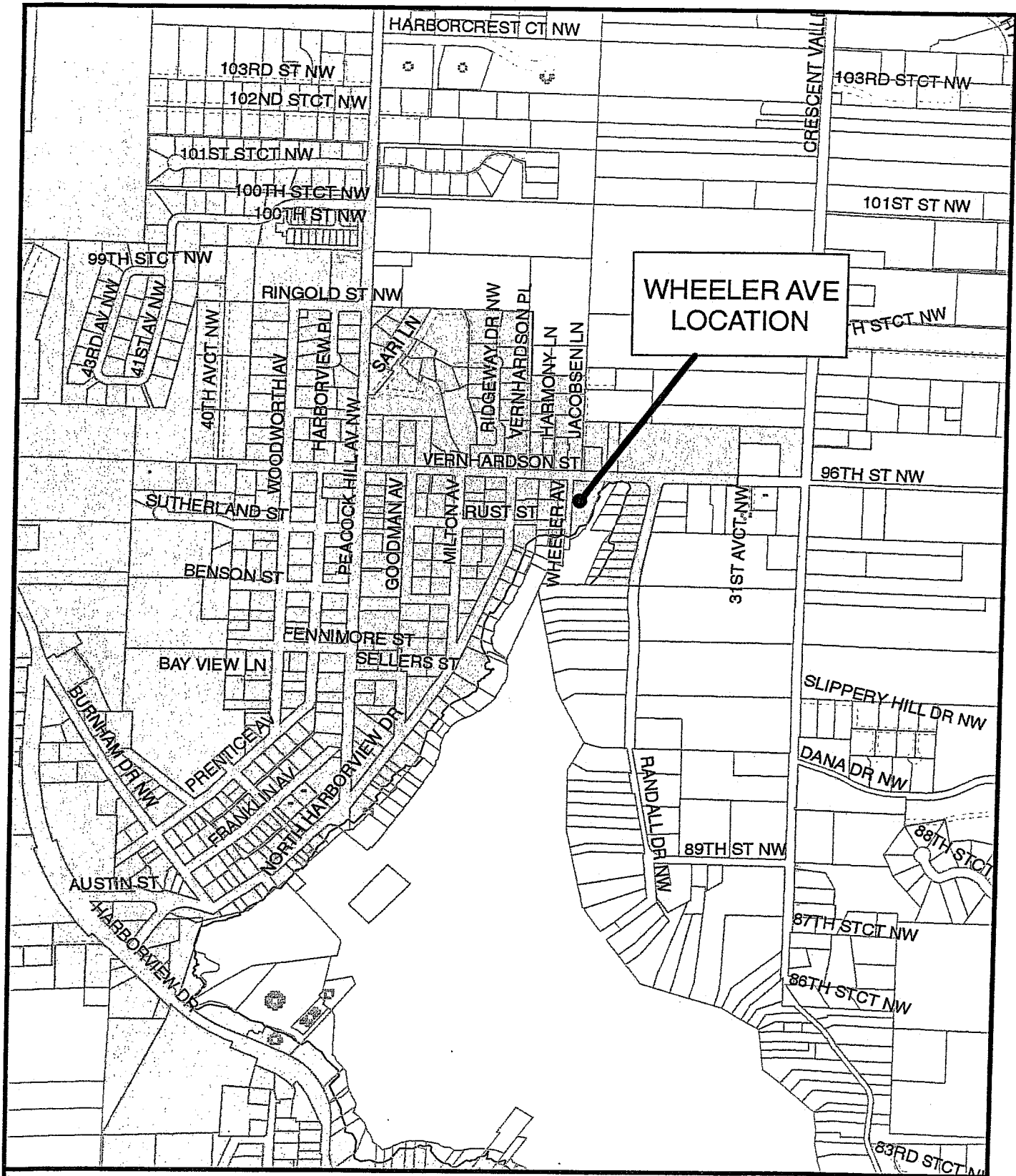
Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this \_\_\_\_th day of November, 2006.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST:

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



WHEELER AVENUE STREET VACATION  
VICINITY MAP





**T H O R N T O N**  
L A N D S U R V E Y I N G , I N C .

8803 State Highway 16  
PO Box 249  
Gig Harbor, WA 98335  
T 253 858 8106  
F 253 858 7466  
thorntonls.com

8 March 2006

Mr. John P. Vodopich AICP  
Director of Planning and Building Services  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Vacation of a portion of Crescent Street (Wheeler Avenue) right-of-way

Dear Mr. Vodopich,

This letter serves as an official request to vacate a 37-foot wide strip of Crescent street right-of-way abutting my properties at 9476 Wheeler Avenue in the City of Gig Harbor. This right-of-way along with my property were created from the plat called "Town of Artna" in book 5 of plats at page 68 in Pierce County, Washington. This portion of Wheeler Avenue abutting my property at parcel numbers 2260000140 & 2260000240 has never been used as street, nor has it been constructed.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statue)", that portion of Prentice Avenue right-of-way abutting my parcel has adversely, by operation of law, become mine legally since this right-of-way was never opened nor used for its original purpose.

In light of this information, I wish to request that portion of the Wheeler Avenue abutting my property be vacated. See attached drawings depicting the original location of the subject portion of Wheeler Avenue right-of-way in relation to my parcels.

Thank you for your assistance.

Sincerely,

Maureen Barta

4

VACATED PORTION  
OF RUST ST PER  
AFN 200204300835

N 89°49'11" E

RUST STREET

11

37.00

30'

30.01

30.81

50.00

37.00

SUBJECT PROPERTY

30'

TPN: 2260000240

30.01

30.01

98.52

10

100.00

36.98

108.00

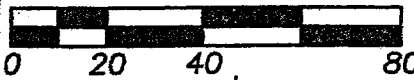
5

N 89°49'11" E

50.00

37.00

SCALE: 1"=40 FEET



103.06

11

124.99

N 01°30'44" E

WHEELER AVE. (CRESENT STREET)

AREA TO BE VACATED

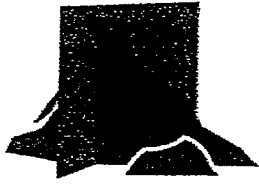
OTTER STREET

54.02

36.98

30'

39.96



**T H O R N T O N**  
LAND SURVEYING, INC.

8803 State Highway 16  
PO Box 249  
Gig Harbor, WA 98335  
T 253 858 8106  
F 253 858 7466  
thorntonls.com

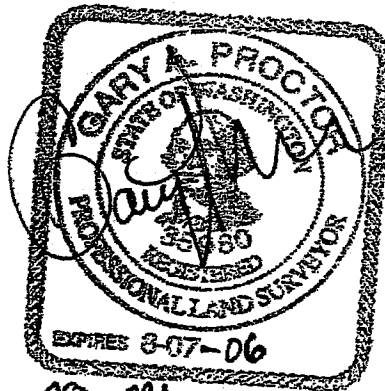
**PROPOSED  
LEGAL DESCRIPTION**

**RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO BARTA ADJOINER FOLLOWING VACATION OF A PORTION OF WHEELER AVENUE, GIG HARBOR, WASHINGTON.**

**A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**A PORTION CRESENT STREET (WHEELER AVENUE) AJACENT TO AND ABUTTING LOT 10, BLOCK 5 AND LOT 11, BLOCK 4 TOGETHER WITH THAT PORTION OF VACATED RUST STREET, WHICH ATTACHES BY OPERATION OF LAW, OF THE PLAT OF THE TOWN OF ARTENA, RECORDED IN VOLUME 5 OF PLATS AT PAGE 68, UNDER AUDITOR'S FILE NUMBER 39021, RECORDS OF PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE 37.00 FEET EASTERLY AND PARALLEL TO THE SOUTH LINE OF SAID LOT 11 TO THE EASTERLY MARGIN OF SAID CRESENT STREET, PER SAID PLAT; THENCE SOUTH ALONG SAID EAST MARGIN 160.02 FEET, MORE OR LESS TO A POINT OPPOSITE THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID LOT 10 37.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 10, 11 AND VACATED RUST STREET, TO THE POINT OF BEGINNING.**



08 MAR 2006



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: RESOLUTION FOR PUBLIC HEARING**  
**- RUST STREET VACATION REQUEST - LARRY BECK**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

The City received a letter on September 25, 2006, from Mr. Larry Beck, owner of the abutting property, petitioning the City to vacate portions of Rust Street in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the north 30 feet of the Rust Street right-of-way currently held by the City, and abutting the southern property frontage of lots 12-16 of Block 4 of the plat of Artena, and for the vacation of the southern 30 feet of Rust Street abutting the northern property frontage of lots 5-7 of Block 5 of the plat of Artena.

As defined in 12.14 GHMC, a resolution must be passed by City Council setting a time and date for a public hearing on the proposed street vacation.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that the Council pass a resolution setting Monday, December 11, 2006 at the City Council's regular meeting time for the public hearing on the proposed street vacation of Rust Street.

**RESOLUTION NO. xxx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF RUST STREET LYING SOUTH OF VERNHARDSEN STREET.**

---

WHEREAS, Mr. Larry Beck desires to initiate the procedure for the vacation of the portion of Rust Street, originally created in the plat called Artena, recorded in 1891 in Volume 5 of Plats at Page 68 in Pierce County, Washington.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor City Hall on Monday, December 11, 2006, at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this \_\_\_\_th day of November, 2006.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST:

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

# Vintage Custom Homes, Inc.

Recognized For Quality Since 1972

Post Office Box 362  
Gig Harbor, Washington 98335  
(253) 851-7919  
Fax (253) 853-5400

RECEIVED  
CITY OF GIG HARBOR

NOV 08 2006

COMMUNITY  
DEVELOPMENT

November 8, 2006

Mr. John P. Vodopich  
Director of Planning and Building Services  
3510 Grandview Street  
Gig Harbor, WA 98335

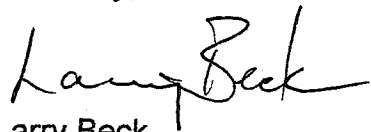
RE: Vacation of a portion of Rust Street Right-of-Way

Dear Mr. Vodopich,

This letter serves as an official request to vacate a portion of a 60 foot wide strip of Rust Street abutting properties at 3400 and 3415 Rust Street in the City of Gig Harbor. Rust Street (originally Walnut Street) is part of the Plat of Artena recorded in Book 5 of Plats at page 68 in the records of Pierce County, and was never built.

We respectfully request a waiver of appraisal as property rights have already been transferred by virtue of law. Attached is an exhibit depicting the portion of right-of-way for vacation. Please let me know if you have any questions, or if anything further is needed. Thank you for your assistance.

Sincerely,



Larry Beck  
Vintage Custom Homes

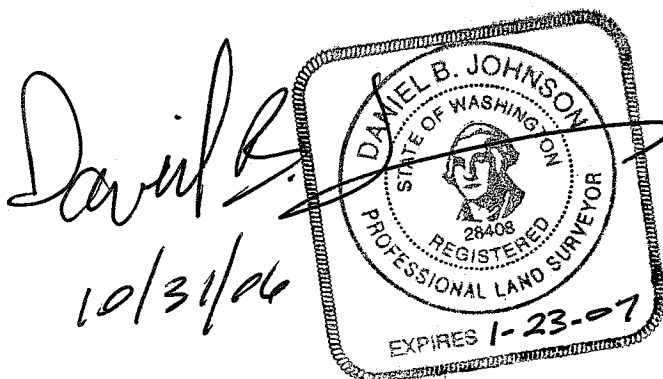
Encl. Letter of Authorization  
Legal Description  
Exhibit Drawing



**LEGAL DESCRIPTION OF PROPOSED VACATED PORTION OF RUST STREET**

THAT PORTION OF RUST STREET ABUTTING LOTS 12 THROUGH 16, BLOCK 4 AND LOTS 5 THROUGH 7, BLOCK 5 OF THE PLAT OF ARTENA, PIERCE COUNTY, WASHINGTON AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 68.

RESERVING A 15 FOOT WIDE SANITARY SEWER EASEMENT TO THE CITY OF GIG HARBOR, 7.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 4 OF THE PLAT OF ARTENA, PIERCE COUNTY, WASHINGTON AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 68; THENCE SOUTH  $0^{\circ}01'15''$  EAST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 16, 27.44 FEET; THENCE NORTH  $89^{\circ}14'49''$  EAST, 125.01 FEET.







**TO: MAYOR HUNTER AND CITY COUNCIL**  
**From: LAUREEN LUND** *LL* **DAVE BRERETON** *DB*  
**MARKETING DIRECTOR OPERATIONS DIRECTOR**  
**SUBJECT: CONTRACT AUTHORIZATION – HOLIDAY TREE LIGHTING**  
**EVENT**  
**DATE: NOVEMBER 13<sup>TH</sup>, 2006**

**INTRODUCTION**

Attached you will find 2 contracts for the HOLIDAY TREE LIGHTING EVENT to be held December 2, 2006.

|  |       |
|--|-------|
| Gig Harbor Community Chorus<br>Budgeted 2006       | \$100 |
| Pacific Stage Pro Sound and Light<br>Budgeted 2006 | \$325 |

**FISCAL CONSIDERATIONS**

The performer expense is budgeted in the 2006 Marketing Budget from hotel-motel tax. The sound technician expense is budgeted in the 2006 Operations Budget.

**RECOMMENDATION**

We recommend the Council authorize the award and execution of the vendor contract for the holiday event to the Gig Harbor Community Chorus and Pacific Stage Pro Sound and Light not to exceed four hundred and twenty-five dollars (\$425.00) for the year 2006.

**CONTRACT FOR HOLIDAY CONCERT SERIES  
CONTRACTOR AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Beth Mears of The ~~Gig Harbor~~ Peninsula Community Chorus, whose address is 13806 12<sup>th</sup> Ave NW, Gig Harbor, WA 98332 (hereinafter the "Contractor").

**RECITALS**

WHEREAS, the City wishes to engage the Contractor to provide musical services, as part of the Gig Harbor 2006 Holiday Tree Lighting Concert; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert series on December 2<sup>nd</sup>, 2006 with an expected audience of 500 persons. The concert will take place regardless of the weather, rain or shine.

The Contractor agrees to provide a musical performance at the above listed concert, between the hours of 5:00 p.m. to 6:00 p.m., with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Contractor One Hundred Dollars and no cents (\$100.00) for the performance, which shall be paid to The ~~Gig Harbor~~ Peninsula Community Chorus by mail following specified performance. In order to facilitate payment the City requests that the Contractor submit an invoice for the performance to City 30 days prior to concert date.

**III. Relationship of Parties**

The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None

of the benefits provided to City employees are available to the Contractors or his employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

### III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

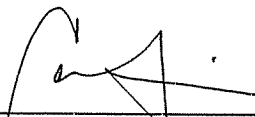
THE CITY OF GIG HARBOR

By: 

Beth Mears, Representative  
The Gig Harbor Community Chorus  
13806 12<sup>th</sup> Ave NW  
Gig Harbor, WA 98332  
(253) 858-2650

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

**CONTRACT FOR HOLIDAY CONCERT SERIES  
CONTRACTOR AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Dave Sederberg of PACIFIC STAGE PRO SOUND & LIGHT, whose address is 703 Cushing SW Olympia, WA 98502 (hereinafter the "Contractor").

**RECITALS**

WHEREAS, the City wishes to engage the Contractor to provide musical services, as part of the Gig Harbor 2006 Holiday Tree Lighting Concert; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert series on December 2<sup>nd</sup>, 2006 with an expected audience of 500 persons. The concert will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound services at the above listed concert, between the hours of 5:00 p.m. to 6:00 p.m., with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Contractor Three Hundred Twenty-five Dollars and no cents (\$325.00) for the performance, which shall be paid to Pacific Stage Pro Sound & Light by mail following specified performance. In order to facilitate payment the City requests that the Contractor submit an invoice for the performance to City 30 days prior to concert date(s).

**III. Relationship of Parties**

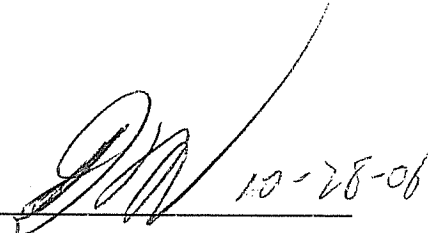
The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his

employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

### III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28<sup>th</sup> day of October, 2006.

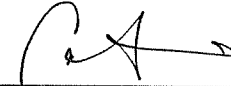
By:  10-28-06

Dave Sederberg, President  
Pacific Stage Pro Sound & Light  
703 Cushing SW  
Olympia, WA 98502  
(360) 786-8883

THE CITY OF GIG HARBOR

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

APPROVED AS TO FORM:

  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk



*"THE MARITIME CITY"*

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN T. MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: SANITARY SEWER FACILITIES EASEMENT AND MAINTENANCE**  
**AGREEMENT – LITTLE BOAT NORTH INC.**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

As a condition of project approval for the Little Boat North Inc. development located North of 11400 51<sup>st</sup> Ave. NW and commonly know as Harbor Crossing is required to enter into a Sanitary Sewer Facilities Easement and Maintenance Agreement. This will ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of this system. This agreement allows the City a nonexclusive right-of-entry onto those portions of the property in order to access the sanitary sewer system for inspection and monitoring of the system.

The City's standard Sanitary Sewer Facilities Easement and Maintenance Agreement has been drafted and approved by Carol Morris, City Attorney. This agreement will be recorded with the property.

**FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreement.

**RECOMMENDATION**

Staff recommends that City Council approve this agreement as presented.

AFTER RECORDING RETURN TO:

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

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**  
Sanitary Sewer Facilities Easement and Maintenance Agreement

**Grantor(s) (Last name first, then first name and initials)**  
Little Boat North Inc.

**Grantee(s) (Last name first, then first name and initials)**  
City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**  
SW ¼ SEC 30, TWN 22N, R02E

**Assessor's Property Tax Parcel or Account Number:**  
0222303010

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_

## SANITARY SEWER FACILITIES EASEMENT AND MAINTENANCE AGREEMENT

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Little Boat North, a corporation organized under the laws of the State of Washington, whose mailing address is 7525 SE 24<sup>th</sup> Street, Suite 650, Mercer Island (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Harbor Crossing, located at N of 11400 51<sup>st</sup> Ave. NW (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of ESM Engineering, dated October 5, 2005 (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in Exhibit A, for the purposes described in this Agreement; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Easement and Maintenance Agreement, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

### TERMS

**Section 1. Affected Property.** The real property subject to this Agreement is legally described in **Exhibit A**.



**Section 2. Definitions.** As used in this instrument:

A. The word "plat" refers to the Harbor Crossing or "parcel no. 0222303010 only", and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land that is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

**Section 3. Maintenance Obligations.** The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as **Exhibit B**. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Community Development Director's written approval.

**Section 4. Notice to City.** The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system located on the Property described in **Exhibit A**. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

**Section 5. Easement for Access.** The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or

conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

**Section 6. Assignment to an Owners' Association.** In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Owner may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

**Section 7. Conveyances.** In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

**Section 8. Rights of the City of Gig Harbor.**

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Community Development Director or his/her designee shall give notice to the Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability

to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

**Section 9. Indemnification of City.** The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

**Section 10. Rights Subject to Permits and Approvals.** The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

**Section 11. Terms Run with the Property.** The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

**Section 12. Notice.** All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Declarant:

Little Boat North Inc  
7525 SE 24<sup>th</sup> St, Suite 650  
Mercer Island, WA 98040

**Section 13. Severability.** Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

**Section 14. Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

**Section 15. Governing Law, Disputes.** Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.


**Section 16. Integration.** This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**THE CITY OF GIG HARBOR**

**OWNER**

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

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

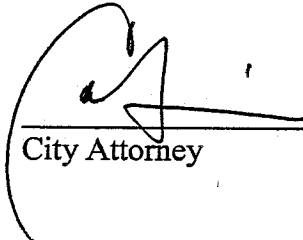
Print Name: ROBERT BALDWIN

Title: President / CEO  
Little Boat North Inc.

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that Charles L. Hunter 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.

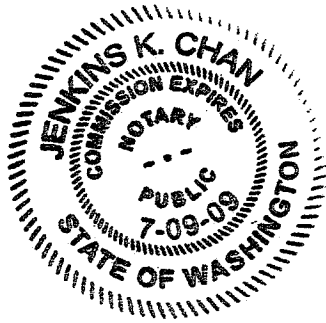
DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that ROBERT BALDWIN 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 LITTLE BOAT NORTH, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/9/06



Jenkins K. Chan  
Notary Public in and for the  
State of Washington,  
Title: NOTARY  
My appointment expires: 07-09-09

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO REFERRED TO AS GOVERNMENT LOT 4, OF SECTION 30, AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, BOTH IN TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, SOUTH 88°30'56" EAST 209.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF TACOMA BY DEED FILED UNDER RECORDING NO. 675229;

THENCE ALONG THE NORTHEASTERLY MARGIN OF SAID TRACT, NORTH 12°27'34" WEST 720.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID MARGIN, NORTH 12°27'34" WEST 96.47 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE 02°22'11" EAST 529.27 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 88°34'37" EAST 1902.47 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, SOUTH 01°51'56" WEST 827.33 FEET;

THENCE NORTH 88°32'19" WEST 269.12 FEET;

THENCE NORTH 01°27'29" EAST 40.25 FEET;

THENCE NORTH 42°37'52" WEST 62.44; FEET; THENCE NORTH 01°10'04" EAST 79.92 FEET;

THENCE NORTH 88°14'24" WEST 716.65 FEET;

THENCE NORTH 01°32'51" EAST 30.00 FEET;

THENCE NORTH 88°14'24" WEST 852.25 FEET TO THE TRUE POINT OF BEGINNING.





## EXHIBIT C

### LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO REFERRED TO AS GOVERNMENT LOT 4, OF SECTION 30, AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, BOTH IN TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, SOUTH 88°30'56" EAST 209.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF TACOMA BY DEED FILED UNDER RECORDING NO. 675229;

THENCE ALONG THE NORTHEASTERLY MARGIN OF SAID TRACT, NORTH 12°27'34" WEST 720.04 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID MARGIN, NORTH 12°27'34" WEST 96.47 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE 02°22'11" EAST 529.27 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 88°34'37" EAST 1902.47 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, SOUTH 01°51'56" WEST 827.33 FEET;

THENCE NORTH 88°32'19" WEST 269.12 FEET;

THENCE NORTH 01°27'29" EAST 40.25 FEET;

THENCE NORTH 42°37'52" WEST 62.44 FEET; THENCE NORTH 01°10'04" EAST 79.92 FEET;

THENCE NORTH 88°14'24" WEST 716.65 FEET;

THENCE NORTH 01°32'51" EAST 30.00 FEET;

THENCE NORTH 88°14'24" WEST 852.25 FEET TO THE TRUE POINT OF BEGINNING.



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER**  
**SUBJECT: STORMWATER FACILITIES MAINTENANCE AGREEMENT AND**  
**RESTRICTIVE COVENANT – OLYMPIC DRIVE LAND LLC, OLYMPIC**  
**MIXED USE DEVELOPMENT**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

The City has required private on-site storm water detention facilities to be constructed in conjunction with the Olympic Mixed Use Development project located at 5225 Olympic Drive (Parcel No. 0221177046). As specified in the Gig Harbor Municipal Code, Section 14.20.530, a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the City a nonexclusive right-of-entry onto those portions of the property immediately adjacent to the storm water facilities for the purpose of inspection of the facilities, and further requires that the property owner perform their own regular inspection and maintenance of the facilities at the property owner's expense.

The City's standard Storm Water Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the agreement is requested.

**FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreement.

**RECOMMENDATION**

I recommend that the Council approve this agreement as presented.

**AFTER RECORDING, RETURN TO:**

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

Document Title: **STORM WATER FACILITIES MAINTENANCE  
AGREEMENT AND RESTRICTIVE COVENANT**

Grantor: Olympic Drive Land, LLC

Grantee: City of Gig Harbor

Legal Description: *Section 17 Township 21 Range 02 Quarter 31*  
The complete legal description may be found on page 8 of  
the document.

Property Tax Parcel No.: 0221177046

Reference No. of Documents Assigned or Released: \_\_\_\_\_

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this 23<sup>rd</sup> day of October, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Olympic Drive Land, LLC, a Limited Liability Corporation under the Laws of the State of Washington, residing at 2727 Hollycroft Ste 410, Gig Harbor, Washington (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as , 5225 Olympic Drive (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of North Pacific Design, Inc. on October 23, 2006, (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

## TERMS

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

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

To the Owner:  
Olympic Drive Land, LLC  
2727 Hollycroft St. STE 410  
Gig Harbor, WA 98335

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.


Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

THE CITY OF GIG HARBOR

OWNER : OLYMPIC DRIVE LAND, LLC

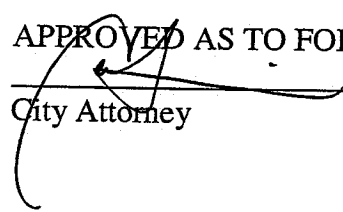
By: \_\_\_\_\_  
Its Mayor

By:   
Print Name: GORDON D. RUSH

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that Gordon D. Rush 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 Managing Member of Olympic Drive Land, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 23, 2006



Cyrena Westenhaver  
Notary Public in and for the  
State of Washington,  
Title: NOTARY PUBLIC  
My appointment expires: 7/17/2010



STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF P I E R C E                )

I certify that I know or have satisfactory evidence that Charles L. Hunter 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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

LOT 4 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 20010418594, IN PIERCE COUNTY, WASHINGTON, EXCEPT THEREFROM THAT PORTION LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4 OF SAID SHORT PLAT; THENCE NORTH 88 45' 45" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 321.18 FEET TO THE TRU POINT OF BEGINNING OF THE HERIN DESCRIBED LINE;

THENCE SOUTH 01 18' 58" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 88 45' 515" WEST A DISTANCE OF 78.56 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF OLYMPIC DRIVE NW AND THE TERMINUS OF THE HERIN DESCRIBED LINE.





"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: STORMWATER FACILITIES MAINTENANCE AGREEMENT AND**  
**RESTRICTIVE COVENANT**  
**WILHELMSON SHORT PLAT - R-ANDERSON LLC**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

The City has required a private on-site storm water detention facility to be constructed in conjunction with the Wilhelmson Short Plat owned by R-Anderson LLC and located at 6717 Cascade Ave.. (Parcel No. 0221084144). As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the city a nonexclusive right-of-entry onto those portions of the property immediately adjacent to the storm water facilities for the purpose of inspection of the facilities, and further requires that the property owner perform their own regular inspection and maintenance of the facilities at the property owner's expense.

The City's standard Storm Water Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the agreement is requested.

**FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreement.

**RECOMMENDATION**

I recommend that the Council approve this agreement as presented.

AFTER RECORDING RETURN TO:

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

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

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

Storm Water Facilities Maintenance Agreement and Restrictive Covenant

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

R-Anderson LLC

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

City of Gig Harbor

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

That part of Government Lot 5 in Section 8, Township 21 North, Range 2 East, W.M.

**Assessor's Property Tax Parcel or Account Number:**

0221084144

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and R-Anderson LLC, a Limited Liability Company organized under the laws of the State of Washington, located and doing business at 2636 Holly Bluff Court, Gig Harbor WA 98335 (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Wilhelmson Short Plat, located at 6717 Cascade Blvd (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Essayons Consulting Engineers Inc. on 8/28/06 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

## T E R M S

**Section 1. Construction and Maintenance.** Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

**Section 2. No Removal.** No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

**Section 3. Access.** The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

**Section 4. Repairs, Failure of Owner to Maintain.** If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

**Section 5. Cost of Repairs and/or Maintenance.** The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

**Section 6. Notice to City of Repairs and/or Maintenance.** The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

**Section 7. Rights Subject to Permits and Approvals.** The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

**Section 8. Terms Run with the Property.** The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure

to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

**Section 9. Notice.** All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:

R-Anderson LLC  
2636 Holly Bluff Court  
Gig Harbor, WA 98335

**Section 10. Severability.** Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

**Section 11. Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

**Section 12. Governing Law, Disputes.** Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

**Section 13. Integration.** This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

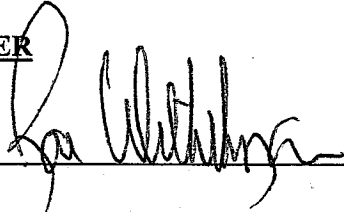


IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

**THE CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Charles L. Hunter  
Its Mayor

**OWNER**

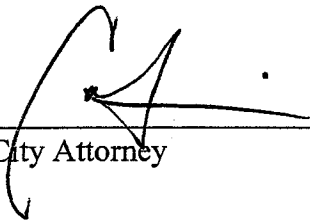
By:  \_\_\_\_\_  
Print Name: Ron Wilhelmson

Title: Managing Member

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Charles L. Hunter 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.

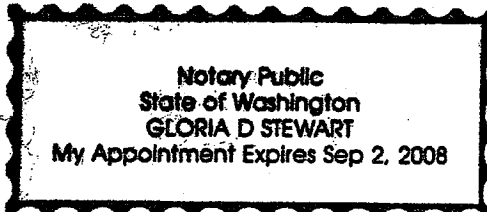
DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that RON WILHELMSON 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 MANAGING MEMBER of R-ANDERSON LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: SEPT 26' 2006



Gloria D. Stewart  
Notary Public in and for the  
State of Washington,  
Title: Notary  
My appointment expires: 9-2-08

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

THAT PART OF GOVERNMENT LOT 5 IN SECTION 8, TOWNSHIP 21 NORTH,  
RANGE 2 EAST OF THE W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 5 WHICH IS 40 RODS  
EAST OF THE NORTHWEST CORNER OF SAID ;

THENCE SOUTH 15 RODS;

THENCE EAST TO THE MEANDER LINE OF PUGET SOUND;

THENCE NORTHWESTERLY ALONG SAID MEANDER LINE TO THE  
NORTHEAST CORNER OF SAID LOT 5;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 5 TO THE POINT OF  
BEGINNING;

EXCEPT THEREFROM THE WEST 30 FEET.

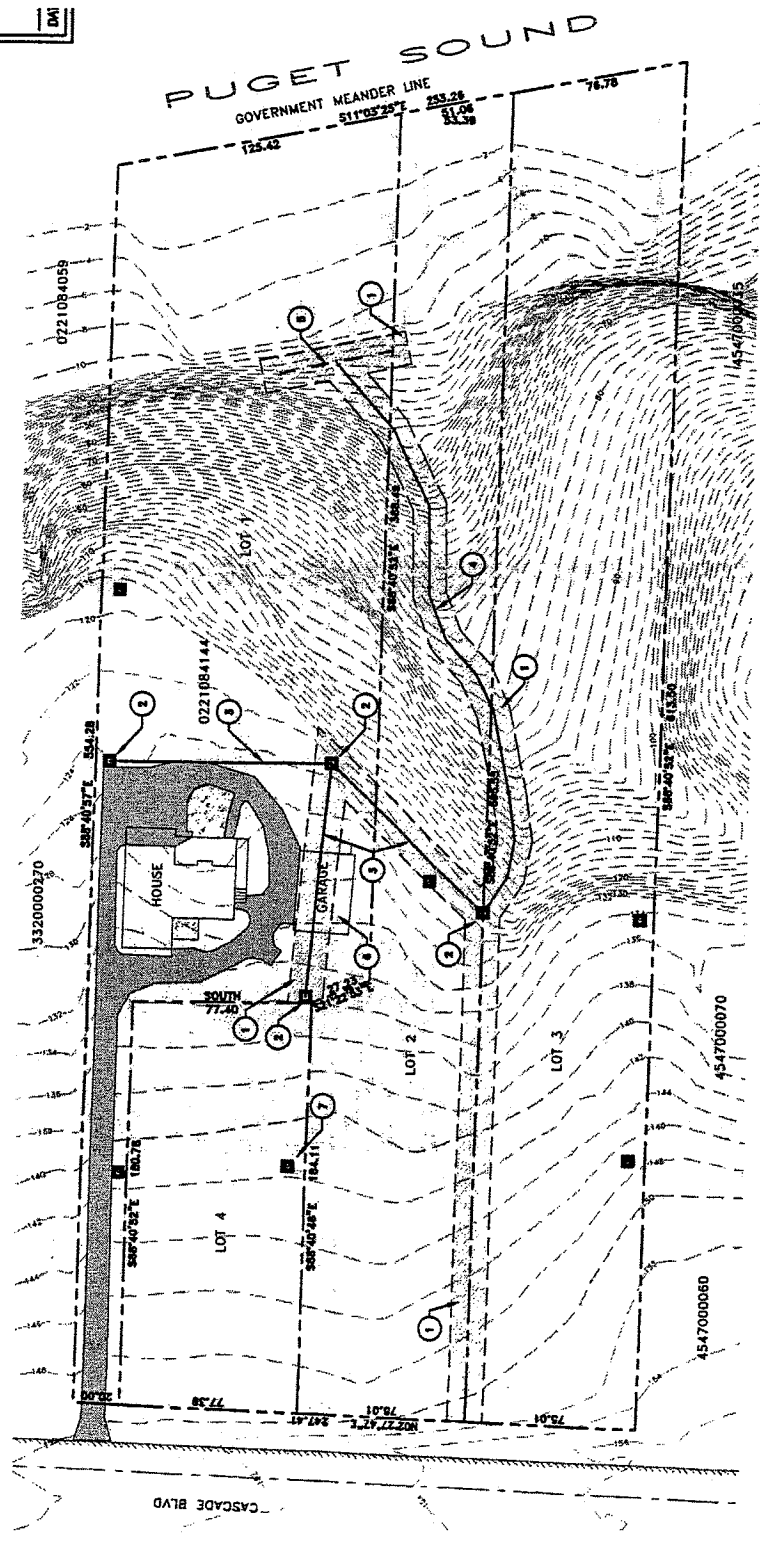
TOGETHER WITH TIDELANDS ABUTTING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

# EXHIBIT B DRAINAGE SYSTEM DRAWING

ICIT  
 AP S C  
 DM  
 SHEET INDEX:  
 1. PLAN  
 2. DETAILS

WILHELMSON SHORT PLAT  
 A PORTION OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 02 EAST  
 PIERCE COUNTY, WASHINGTON  
 PARCEL - 0221084144





**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS**  
**SUBJECT: PURCHASE AUTHORIZATION – DISSOLVED OXYGEN ANALYZER**  
**DATE: NOVEMBER 13, 2006**

**INTRODUCTION/BACKGROUND**

An identified Sewer Objective in the 2006 Budget is to purchase and install Optical Dissolved Oxygen Analyzers at the Wastewater Treatment Plant.

Price quotations for (4) Optical Dissolved Oxygen Analyzers, including Sensors and Sunshades were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The price quotations are summarized below:

| <u>Vendors</u>              | <u>Total</u>                |
|-----------------------------|-----------------------------|
| Bainbridge Associates, Inc. | \$12,260.00 + tax & freight |

The only price quotation received was from Bainbridge Associates, Inc. in the amount of \$12,260.00, not including tax and freight.

**ISSUES/FISCAL IMPACT**

This work was anticipated in the adopted 2006 Budget, identified under the Sewer Operating Fund, Objective #6, and is within the allocated amount of \$26,000.00.

**RECOMMENDATION**

I recommend that Council authorize the purchase of the Optical Dissolved Oxygen Analyzers from Bainbridge Associates, Inc. as the lowest vendor, for their price quotation proposal amount of Twelve Thousand Two Hundred Sixty Dollars (\$12,260.00).





## **ADMINISTRATION**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**  
**DATE: NOVEMBER 13, 2006**  
**SUBJECT: SECOND READING - 2006 PROPERTY TAX LEVY ORDINANCE**

### **INTRODUCTION**

This is the first reading of an ordinance setting the 2006 property tax levy for collection in 2007.

### **POLICY CONSIDERATIONS**

The 2007 preliminary budget plans a total levy for collection in 2007 in the amount of \$1,497,699. This consists of a \$14,546 property tax increase over the current levy, \$23,377 resulting from new construction, \$2,743 resulting from annexations and a \$2,433 levy for refunds. This is a total increase of \$43,099 over the current levy.

The total excess levy which will be used to pay the debt service on the Eddon Boat bond is \$300,000. This calculates to a preliminary rate of \$0.2086 per thousand dollars of assessed valuation.

### **FINANCIAL**

Property taxes are approximately 5% of the proposed 2005 General Fund revenue budget and 77% of the proposed 2007 Street Fund operating budget.

Total assessed valuation for the city increased 43% from 2005 to \$1,448,681,937. Total assessed valuation for the excess levy is \$1,437,988,732.

### **RECOMMENDATION**

I recommend adoption of this ordinance.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,  
LEVYING THE GENERAL PROPERTY TAXES IN THE AMOUNT OF  
\$1,497,699 AND EXCESS PROPERTY TAXES IN THE AMOUNT OF  
\$300,000 FOR THE CITY OF GIG HARBOR FOR THE FISCAL  
YEAR BEGINNING JANUARY 1, 2007.**

---

WHEREAS, the City Council of the City of Gig Harbor attests that the City population is 6,765; and

WHEREAS, the City Council of the City of Gig Harbor have properly given notice of the public hearing held October 23, 2006 to consider the City's General Fund revenue sources for the 2007 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City Council of the City of Gig Harbor held a meeting on October 23, 2006 and considered its budget for the 2007 calendar year; and

WHEREAS, the City Council of the City of Gig Harbor after a public hearing held on October 23, 2005, and after duly considering all relevant evidence and testimony presented, determined that the City of Gig Harbor requires a regular levy in the amount of one million four hundred ninety seven thousand six hundred ninety nine dollars and no cents (\$1,497,699.00), which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and the amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the city and in its best interest; and

WHEREAS, the City Council of the City of Gig Harbor determined that the City of Gig Harbor requires an excess levy in the amount of three hundred thousand dollars and no cents (\$300,000.00) in order to provide debt service for the 2005 Unlimited Tax General Obligation Bond.

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington ORDAINS as follows:



Section 1. An increase in the regular property tax levy is hereby authorized for the 2006 levy in the amount of fourteen thousand five hundred forty six dollars and no cents (\$14,546.00) which is a percentage increase of 1% from the previous year.

Section 2. The Property tax excess levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2007, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$1,437,988,732. Taxes levied upon this value shall be:

Approximately \$0.2086 per \$1,000 assessed valuation, producing an estimated amount of three hundred thousand dollars and no cents (\$300,000.00) for 2005 Unlimited Tax General Obligation Bond debt service.

Section 3. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after the date of its publication.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 13th day of November, 2006.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris, City Attorney

Filed with city clerk: 10/18/06

Passed by the city council:

Date published:

Date effective:



## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF AN ORDINANCE RELATING TO ANNEXATION**  
**AND ZONING - McCORMICK RIDGE LLC (ANX 04-04)**  
**DATE: NOVEMBER 13, 2006**

### **INFORMATION/BACKGROUND**

The City received a complete Notice of Intention to Commence Annexation Proceedings from McCormick Ridge LLC for a proposal to annex approximately 38 acres of property located west of Canterwood Boulevard, adjacent to the existing City limits and within the City's Urban Growth Area (UGA). At the October 24, 2005 meeting, the City Council accepted the Notice of Intention and authorized the circulation of an annexation petition.

The City received petitions for annexation on May 18, and June 1, 2006, which were subsequently certified by the Pierce County Office of the Assessor-Treasurer on June 30, 2006 as being legally sufficient.

At the conclusion of a public hearing on August 14, 2006, the Council passed Resolution No. 684 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration. The Boundary Review Board deemed the annexation approved on October 11, 2006.

Adoption of an Ordinance annexing the property and establishing zoning is in order. The City Attorney has reviewed and approved the attached Ordinance for your consideration.

### **POLICY CONSIDERATIONS**

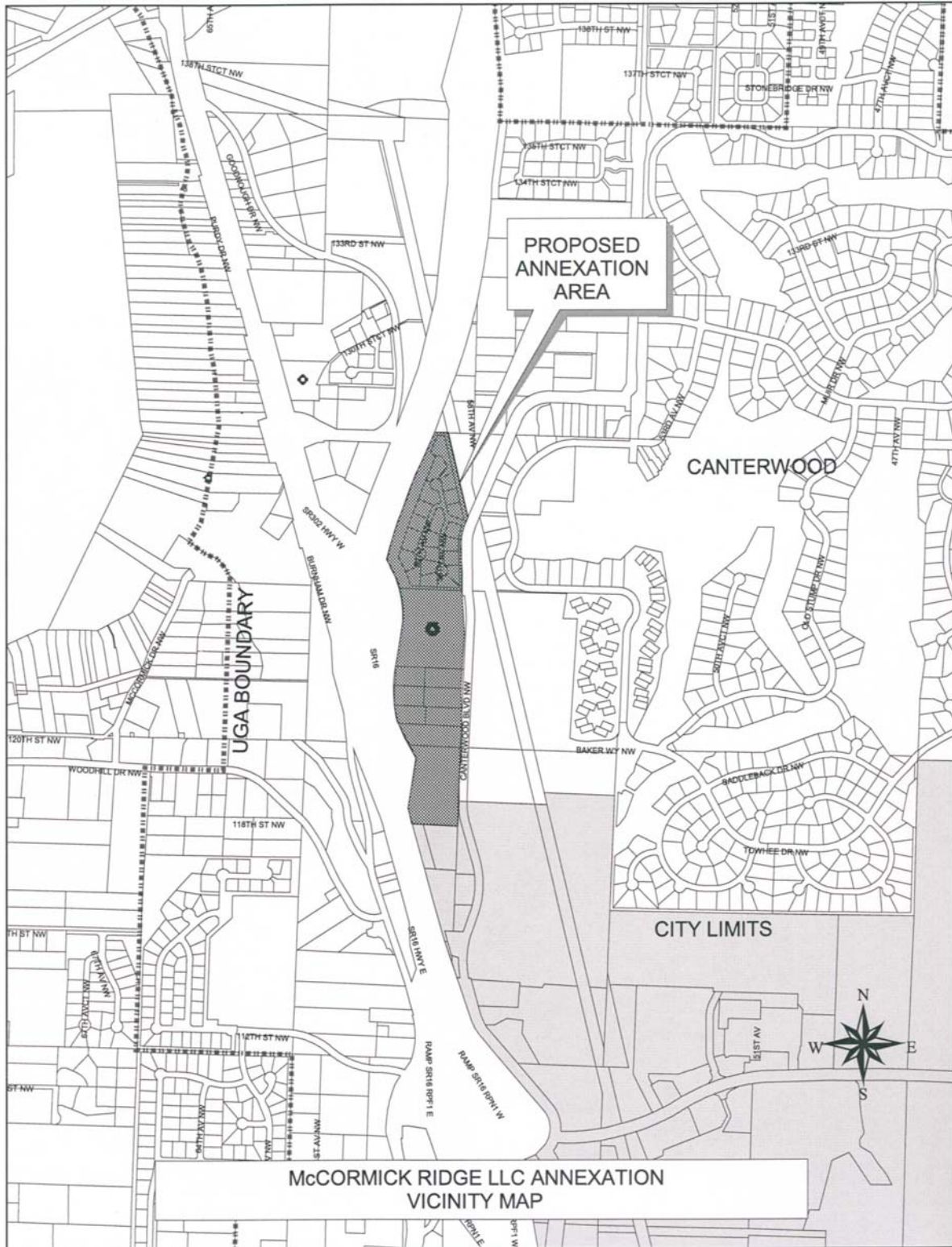
None.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

I recommend that the Council approve the Ordinance as presented.



PROPOSED ANNEXATION AREA

CANTERWOOD

UGA BOUNDARY

CITY LIMITS



McCORMICK RIDGE LLC ANNEXATION VICINITY MAP



Pierce County

Boundary Review Board

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7156 • FAX (253) 798-3680

October 11, 2006

RECEIVED  
CITY OF GIG HARBOR  
OCT 13 2006  
COMMUNITY  
DEVELOPMENT

John P. Vodopich, Community Development Director  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Proposed Annexation to City of Gig Harbor – McCormick Ridge A-06-6

Dear Mr. Vodopich:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on August 21, 2006, and the Board's jurisdiction has not been invoked.

Accordingly, as provided by RCW 36.93.100, the subject proposal is deemed approved by the Boundary Review Board.

The City of Gig Harbor needs to submit a certified copy of its final ordinance, along with the attached legal description, formally extending its boundaries to accomplish completion of the proposal. The ordinance should come directly to the Boundary Review Board for distribution to all concerned County departments.

Sincerely,

Toni Fairbanks  
Chief Clerk

f:\clerk\brb\annexation\A-06-6 Route.doc  
Enclosure

c: Clare Hardie; 2906 North Union Ave; Tacoma WA 98407  
Michael Baechler; 12520 59th Ave NW; Gig Harbor WA 98332



**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 88 ACRES OF PROPERTY LOCATED WEST OF CANTERWOOD BOULEVARD (ANX 04-04), ADOPTING SINGLE-FAMILY RESIDENTIAL (R-1) AND MEDIUM-DENSITY RESIDENTIAL (R-2) ZONING, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.**

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WHEREAS, the City of Gig Harbor received a Notice of Intent to Annex approximately 38 acres of property located west of Canterwood Boulevard, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on October 24, 2005, the City Council met with the initiators of the petition and voted (Dick/Ruffo, 6-1-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) and Medium-Density Residential (R-2) zoning, requiring that the property owners assume all of the existing indebtedness of the area being annexed, and requiring the submission of a wetland report; and

WHEREAS, on May 18 and June 1, 2006, petitions for annexation of the property described in Exhibit A and graphically depicted on Exhibit B were received by the City; and

WHEREAS, on June 30, 2006, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B; and

WHEREAS, On April 24, 2006, the applicant submitted of a wetland analysis report for the subject property pursuant to GHMC Section 18.08.090; and

WHEREAS, the wetland report has been reviewed and determined to be in conformance with the Gig Harbor Municipal Code.

WHEREAS, the property described in Exhibit A and graphically depicted on Exhibit B proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in December, 2004, established the land use map designation for this area as Residential Low and Residential Medium, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Single-Family Residential (R-1) and Medium-Density Residential (R-2) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low and Residential Medium; and

WHEREAS, on August 14, 2006, the City Council, following a public hearing on the annexation petition, voted (Payne/Dick, 6-0-0) to declare its intent to authorize and approve the annexation and the proposed pre-annexation Single-Family Residential (R-1)

and Medium-Density Residential (R-2) zoning for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval (Resolution No. 684); and

WHEREAS, on August 16, 2006, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on August 29, 2006, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as August 21, 2006, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on October 5, 2006; and

WHEREAS, on October 11, 2006, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described and graphically depicted in Exhibit A; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's of October 23<sup>rd</sup> and November 13<sup>th</sup>, 2006; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately 38 acres of property located west of Canterwood Boulevard, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately 38 acres of property located west of Canterwood Boulevard, adjacent to

the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and

- B. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be zoned as Single-Family Residential (R-1) and Medium-Density Residential (R-2), in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Community Development Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established in Section 1.

Section 3. The Gig Harbor City Clerk hereby declares the property described in Exhibit A and graphically depicted in Exhibit B to be contiguous with the boundaries of the City of Gig Harbor.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance with the Office of the Pierce County Auditor.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 13<sup>th</sup> day of November 2006.



APPROVED:

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MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
CAROL A. MORRIS

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

**Exhibit A**  
**McCORMICK RIDGE LLC ANNEXATION (ANX 04-04)**  
**LEGAL DESCRIPTION**

**ANNEXATION LEGAL**

(ANX 04-04)

That portion of the Southeast quarter and the Northeast quarter of Section 25, Township 22 North, Range 01 East of the Willamette Meridian, in Pierce County, Washington.

**Beginning** at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 25, Township 22 North, Range 1 East of the Willamette Meridian, also said point being on the Westerly right of way line of Canterwood Boulevard N.W.; Thence South along the East line of said Northwest quarter of the Southeast to the Southwest corner of Lot 1, Pierce County Large Lot Subdivision #2970, and the **True Point of Beginning**;

**Thence** continuing South along the East line of said Northwest quarter of the Southeast quarter to the Southeast corner of the North half of the Northwest quarter of the Southeast quarter;

**Thence** West to the Easterly right of way line of S.R. #16;

**Thence** Northwesterly along last said Easterly right of way line to the North line of the Northwest quarter of the Southeast quarter;

**Thence** continuing Northwesterly along last said Easterly right of way to the Southwest corner of the Short Plat recorded under A.F.N. 79-214, records of Pierce County, Washington;

**Thence** continuing Northwesterly along said Easterly right of way to the Northwest corner of said Short Plat, also being the Southwest corner of the Short Plat recorded under A.F.N. 79-351, records of Pierce County, Washington;

**Thence** continuing Northwesterly along said Easterly right of way to the Northwest corner of last said Short Plat, also being the Southwest corner of the Condominium Plat of McCormick Ridge, a condominium recorded under A.F.N. 200309085001, records of Pierce County, Washington;

**Thence** continuing Northwesterly along said Easterly right of way to the Northwest corner of last said condominium, also being the Southwest corner of the Plat of Springhill Estates recorded under A.F.N. 9210010443, records of Pierce County, Washington;

**Thence** continuing Northwesterly and Northeasterly along said Easterly right of way to the Northwest corner of said Plat of Springhill Estates and the North line of the Northeast quarter of said Section 25;

**Thence** East along said North line of the Plat of Springhill Estates to the Northeast corner of said Plat, also being on the Westerly right of way line of the Tacoma-Lake Cushman Transmission Line Right of Way;

**Thence** Southeasterly along said Westerly right of way to the Westerly right of way line of Canterwood Boulevard N.W.;

**Thence** Southeasterly along a line projected and perpendicular to the West line of Canterwood Boulevard N.W. to intersect the East line of said right of way;

**Thence** Southerly along said Easterly right-of-way line to the South line of Lot 1, Pierce County Large Lot Subdivision #2970 and the boundary of City of Gig Harbor as established by Ordinance 746, dated January 27, 1997;

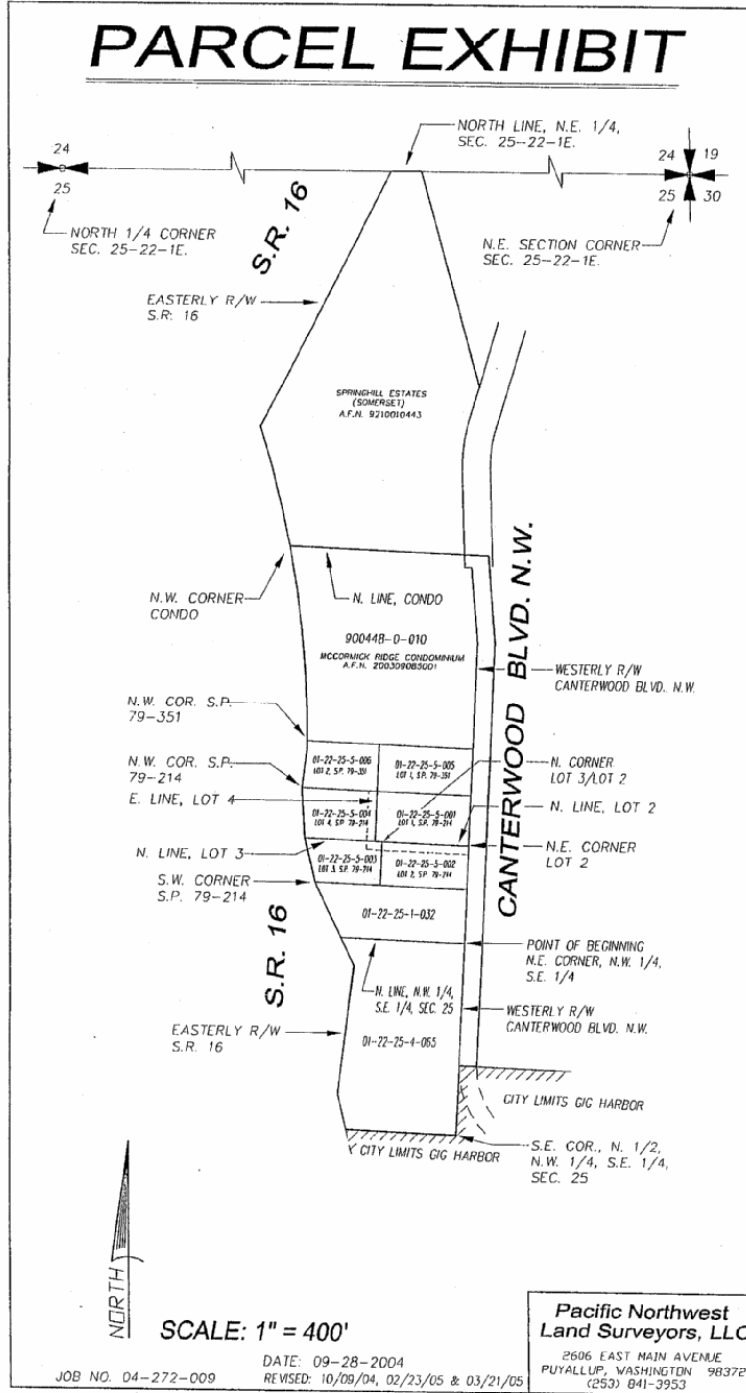
**Thence** Westerly along said City boundary to the **True Point of Beginning**.

04272revisedlegals.doc

9/28/04 dds/jjn revised 11/9/04 jjn/dds revised 02/23/05 jjn/dds revised 03/21/05 jjn/dds revised 04/07/05

*Acceptable to  
B&B 7/11/05*

**Exhibit B**  
**MCCORMICK RIDGE LLC ANNEXATION (ANX 04-04)**  
**ANNEXATION AREA MAP**



*Acceptable to BLS  
Reviewed 9/10/04*



**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF AN ORDINANCE CHANGING THE**  
**MEETING TIME OF REGULAR CITY COUNCIL MEETINGS**  
**DATE: NOVEMBER 13, 2006**

**INFORMATION/BACKGROUND**

At the October 9, 2006 meeting, the City Council directed staff to prepare an Ordinance which would change the meeting time of regular City Council meetings from 7:00 PM to 6:00 PM. Discussion at that meeting also included the possibility of changing the day of the week on which regular City Council meetings are held.

The City Attorney has prepared the Ordinance as presented.

**RECOMMENDATION**

I recommend Council approval of the Ordinance as presented changing the meeting time from 7:00 PM to 6:00 PM.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CITY COUNCIL MEETINGS, CHANGING THE TIME OF REGULAR CITY COUNCIL MEETINGS FROM 7:00 P.M. TO 6:00 P.M. ON THE SECOND AND FOURTH MONDAYS OF EACH MONTH, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.04.010.**

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WHEREAS, the City Council wishes to change the time of its regular meetings from 7:00 p.m. to 6:00 p.m. to benefit those who come to the meetings to submit public comment, to give consideration to technical professionals and city staff, and to more closely reflect other city commission and board meeting times; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of October 23<sup>rd</sup> and November 13<sup>th</sup> 2006; Now, Therefore,

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

Section 1. Section 2.04.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.04.010 Meeting day and time.** The second and fourth Mondays of each an every month are declared to be and designated as the regular and official meeting days of the city council of the city and the meetings shall be conducted on such days commencing at ~~7:00~~6:00 p.m.; provided however, that in the event any of the regular and official meeting days fall upon a legal holiday, the regular and official meeting day shall be on the Tuesday following the second and fourth Monday of each month.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 13<sup>th</sup> day of November, 2006.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
CAROL A. MORRIS

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



## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PUBLIC HEARING AND RESOLUTION - DEVELOPMENT**  
**AGREEMENT WITH HARBOR HILL LLC**  
**DATE: NOVEMBER 13, 2006**

### INFORMATION/BACKGROUND

The Hearing Examiner approved, with conditions the applications for site plan review, site-specific rezone, and design review for the proposed Costco Wholesale warehouse facility on August 1, 2006. This Decision was not appealed and is final.

Specifically, condition 29 stated that "all conditions of design review established by the DRB and set forth in Exhibit 18 are incorporated in full as conditions of this Decision."

The Gig Harbor Municipal Code calls for locating structures near the front setback line and minimizing parking in front of buildings (GHMC 17.99.300 (B) and .330 (H)). In order to comply with this section of code, the Developer proposed a phased approach to the construction of frontage buildings on the site. The Design Review Board (DRB) recommended that the City and Harbor Hill LLC enter into a binding commitment that runs with the land that provides for damages to be paid to the City if certain timelines are not met.

City staff and representatives of Harbor Hill LLC have been discussing the terms of a Development Agreement consistent with the DRB's recommendation and Hearing Examiner's approval.

The Development Agreement calls for the building and obtaining of shell Certificates of Occupancy for buildings A and B within eighteen (18) months of Costco passing its foundation inspection, and the building and obtaining of shell Certificates of Occupancy for buildings C, D, and E within thirty (30) months of Costco passing its foundation inspection.

The Developer is required to execute a Cash Set Aside in the amount of one-hundred and fifty thousand dollars (\$150,000.00) to ensure performance. Failure to perform by the stated deadlines results in forfeiture of funds to the City based on a sliding scale outlined in Section 10 of the Agreement.

Consideration of this agreement was tabled at the October 23, 2006 meeting so that the City Attorney would have additional time to respond to the October 19, 2006 letter from the attorney from Harbor Hill.

### RECOMMENDATION



I recommend that the Council hold the public hearing; consider public testimony; consider the recommendations of the City Attorney; deliberate; and if necessary, amend the Agreement prior to approval.

Two separate motions will be necessary; one to approve the Development Agreement and one to pass the Resolution executing the Development Agreement.

## RESOLUTION NO. 6

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH HARBOR HILL LLC.**

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WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located south of Borgen Boulevard and west of Harbor Hill Drive, Gig Harbor, Washington, which is legally described in Exhibit A of the Development Agreement, attached hereto and incorporated herein by this reference, on which the Developer intends to develop five (5) store buildings; and

WHEREAS, on November 13, 2006, the City Council held a public hearing on the Development Agreement during a regular public meeting and voted to approve the Development Agreements attached hereto as Exhibits A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with the applicant Harbor Hill LLC.

Section 2. The City Council hereby directs the Community Development Director to record the Development Agreements against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the City Council this 13<sup>th</sup> day of November, 2006.

APPROVED:

\_\_\_\_\_  
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
CAROL A. MORRIS

FILED WITH THE CITY CLERK: //06  
PASSED BY THE CITY COUNCIL: //06  
RESOLUTION NO. 6

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF GIG HARBOR  
AND HARBOR HILL LLC, FOR THE  
COSTCO SHOPPING CENTER RESIDUAL PARCELS**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this 2nd day of October, 2006, by and between the City of Gig Harbor, a Washington municipal corporation, hereinafter the “City,” and Harbor Hill LLC, a limited liability company organized under the laws of the State of Washington, hereinafter the “Developer.”

**RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located south of Borgen Boulevard and west of Harbor Hill Drive, Gig Harbor, Washington, which is legally described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Residual Parcels”), on which the Developer intends to develop five (5) store buildings; and

WHEREAS, the Residual Parcels comprise Residual Parcels A, B, and C, as described on Exhibit A hereto; and

WHEREAS, Developer intends to develop Building A on Parcel A, Building B on Parcel B, and Buildings C, D, and E on Parcel C; and

WHEREAS, the Developer has sold to Costco Wholesale Corporation, a Washington corporation (hereinafter “Costco”), an adjoining parcel of real property (the “Costco Parcel”), on which Costco intends to construct a Costco wholesale store (the “Costco Store”); and

WHEREAS, the Costco Parcel and Residual Parcels together comprise the entirety of the Shopping Center Property, a drawing of which is attached hereto as Exhibit B (hereinafter the “Drawing”); and

WHEREAS, the City’s code requires that primary structures be located near the front setback line (GHMC Section 17.99.300(B)) and the City’s code also requires that parking in front of buildings be minimized (GHMC Section 17.99.330(H)); and

WHEREAS, the construction of Buildings A, B, C, D, and E on the Residual Parcels will partially screen the Costco Store on the Costco Parcel from motorists and pedestrians on Borgen Boulevard, partially mitigating the aesthetic impacts of the Costco Store on such motorists and pedestrians; and

WHEREAS, existing trees within the Residual Parcels also partially screen the Costco Store on the Costco Parcel from motorists and pedestrians on Borgen Boulevard, partially mitigating the aesthetic impacts of the Costco Store on such motorists and pedestrians; and

WHEREAS, as a condition of the City’s approval of the design of the Costco Store on the Costco Parcel, the City requires assurances that the Developer either will preserve existing trees within that portion of the Residual Parcels legally described on Exhibit C attached hereto and incorporated herein by this reference (hereinafter the “Tree Preservation Area”) or will cause Buildings A, B, C, D, and E to be constructed within the time periods set forth in this Agreement (unless an extension is granted by the City as provided in Section 17 herein), as described in Sections A.4, A.6, and A.7 of the Notice of Recommendation dated June 26, 2006, from Jennifer Sitts of the City to Costco (DRB 05-75), which were incorporated into the Hearing Examiner Findings, Conclusions, and Decision dated August 1, 2006 (File Nos. SPR 05-67, REZ 04-35, and DRB 05-75), as modified by an Order Amending Findings, Conclusions and Decision dated August 3, 2006 (hereinafter the “Residual Parcel Conditions”); and

WHEREAS, the City requires the making of this Agreement to assure that the Developer will comply with the City’s code and that future development and use of the Residual Parcels is consistent with the Residual Parcel Conditions and the conditions of the City’s permits and approvals; and

WHEREAS, this Agreement governs the development of the Residual Parcels but does not govern the development or use of the Costco Parcel; and

WHEREAS, the Developer desires to make this Agreement with the City to comply with the City’s code and the Residual Parcel Conditions; and

WHEREAS, the City has the authority to enter into a development agreement with the Developers of real property for the purposes described above; and

WHEREAS, on August 1, 2006, the City Hearing Examiner approved the Costco site plan application and rezone application; and

WHEREAS, on October 23, 2006, the City Council held a public hearing regarding this Agreement; and

WHEREAS, on October 23, 2006, the City Council voted to approve the making of this Agreement, which upon mutual execution, acknowledgment, and delivery shall be recorded in the real property records of Pierce County, Washington.

Now, therefore, the parties hereto agree as follows:

## **AGREEMENT**

**Section 1. The Project.** The Project is the development and use of the Residual Parcels.

**Section 2. The Subject Property.** The Residual Parcels and Project site are legally described in Exhibit A attached hereto and incorporated herein by this reference.

**Section 3. Definitions.** As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “Adopting Ordinance” means the Ordinance which approves this Agreement, as required by RCW 36.70B.200.

b) “Certificate of Occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) “Council” means the duly elected legislative body governing the City of Gig Harbor.

d) “Design Manual” means the Gig Harbor Design Manual, as chapter 17.98 of the Gig Harbor Municipal Code, adopted by the City.

e) “Director” means the City’s Community Development Director or Director of Planning and Building.

f) “Effective Date” means the effective date of the Adopting Ordinance.

g) “Existing Land Use Regulations” means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Residual Parcels, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing

subdivision standards, park regulations, building standards, and other development standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

h) “Landowner” is the party who has acquired any portion of the Residual Parcels from the Developer and who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Developer” is identified in Section 5 of this Agreement.

i) “Project” means the anticipated development of the Residual Parcels, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

**Section 4. Exhibits.** Exhibits to this Agreement are as follows:

- a) Exhibit A – Description of Residual Parcels
- b) Exhibit B – Drawing
- c) Exhibit C – Description of Tree Preservation Area

**Section 5. Parties to Development Agreement.** The parties to this Agreement are:

a) The “City” is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, Washington 98335.

b) The “Developer” or Owner is a private enterprise which owns the Shopping Center Property in fee and whose principal office is located at 19245 Tenth Avenue N.E., Poulsbo, Washington 98370.

c) The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Residual Parcels to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Residual Parcels.

**Section 6. Project is a Private Undertaking.** It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 7. Term of Agreement.** This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall continue in force for a period of two (2) years or until all of the obligations of the Developer as set forth herein have been fully performed to the satisfaction of the City, whichever is later, unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

**Section 8. Further Discretionary Actions.** Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City.

These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

**Section 9. Satisfaction of Residual Parcel Conditions.** The Developer proposes to perform the Residual Parcel Conditions under the following schedule, instead of at the time of construction of the Costco Store. The City agrees to the following schedule, subject to the terms and conditions of this Agreement:

(a) The Developer shall not cut, damage, or remove any tree within the Tree Preservation Area except as necessary for utility installations within thirty (30) feet of any roadway, unless prior to any such cutting, damaging, or removing Developer has obtained from the City a permit for the construction of a Building within the affected Parcel.

(b) Within eighteen (18) months after the date that the Costco Store building passes its foundation inspection, the Developer or its successors and assigns shall have obtained building permits for the construction of Buildings A and B on Residual Parcels A and B, shall have completed shell construction of Buildings A and B, and shall have obtained shell Certificates of Occupancy for Buildings A and B.

(c) Within thirty (30) months after the date that the Costco Store building passes its foundation inspection, the Developer or its successors and assigns shall have obtained building permits for the construction of Buildings C, D, and E on Residual Parcel C, shall have completed shell construction of Buildings C, D, and E, and shall have obtained shell Certificates of Occupancy for Buildings C, D, and E.

**Section 10. Security.** The parties agree that in order to ensure performance by the Developer or Landowner of the provisions of Section 9 of this Agreement, the Developer shall execute a Cash Set Aside Agreement with the City and an appropriate Financial Institution of the Developer's choice, on a form approved by the City Attorney. The Developer shall deposit One Hundred Fifty Thousand Dollars (US\$150,000.00) (the "Security Deposit") into the account with the Financial Institution within three (3) business days after mutual execution and delivery of the Cash Set Aside Agreement, which may occur prior to the Council's public hearing on this Agreement at the City's option. The Cash Set Aside Agreement shall provide that the Financial Institution will hold the Security Deposit in an escrow account invested according to the Developer's instructions. At no time shall any portion of the Security Deposit be released without written authorization from the City. The Security Deposit shall represent the amount of money determined by the City to be adequate to secure performance with the City's codes and the conditions of Section 9 of this Agreement, because the Developer's performance under this Agreement does not constitute an optional phasing plan for development of the Property. In the event that the Developer shall not have performed as required by Section 9 of this Agreement on the dates established herein, then the Financial Institution shall, upon the demand of the City, remit the Security Deposit to the City within two (2) business days after the demand, based on the following schedule:



(a) For each of the first fourteen (14) days of Developer's delay, the Financial Institution will remit \$500 to the City.

(b) On the fourteenth (14<sup>th</sup>) day of Developer's delay, the Financial Institution will remit \$43,000 to the City.

(c) For each of the next fourteen (14) days of Developer's delay, the Financial Institution will remit \$1,000 to the City.

(d) On the twenty-eighth (28<sup>th</sup>) day of Developer's delay, the Financial Institution will remit \$86,000 to the City.

The Financial Institution shall have no duty or right to evaluate the correctness or appropriateness of the City's demand and shall not interplead or in any manner delay payment of the Security Deposit to the City. The Cash Set Aside Agreement shall provide that if the Developer performs as required by Section 9 of this Agreement, as acknowledged by the City in a Resolution adopted for this purpose, then the City will authorize the Financial Institution to release the Security Deposit to the Developer. Otherwise, if the Developer does not perform as required by Section 9 of this Agreement, then the City shall retain all of the Security Deposit. Within ten (10) business days after the Developer has obtained shell Certificates of Occupancy for Buildings A, B, C, D, and E, the City shall deliver to the Financial Institution written instructions that the remainder of the Security Deposit shall be paid to the Developer. The Security Deposit shall represent the entire liability of the Developer and the Landowner for any default under Section 9 of this Agreement.

#### **Section 11. Default.**

A. Subject to extensions of time by mutual consent in writing by the duly authorized representatives of the parties, failure or delay by the Developer to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the City shall give the Developer and/or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, Developer and/or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the City may, at its option, demand that the Security Deposit in the Cash Set Aside account be turned over to the City as provided in Section 10 or institute legal proceedings against the Developer and/or Landowner to whom the City gave notice of default under this Section 11 pursuant to this Agreement for specific performance and to enforce the City's Codes. Notwithstanding the foregoing, the Developer and the Landowner shall have no liability to the City for any default under Section 9 of this Agreement except the payment of the Security Deposit, which may be remitted to the City by the Financial Institution as provided under Section 10 of this Agreement.

**Section 12. Annual Review.** The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement.

**Section 13. Termination.** This Agreement shall expire and/or terminate as provided below:

This Agreement shall terminate upon the expiration of the term identified in Section 7 as long as all of the Developer's obligations in connection therewith have been fully complied with, including the obligations required by this Agreement, as determined by the City. Upon satisfaction of all obligations and termination of this Agreement, the City shall pass a Resolution, which shall be recorded against the Property in a form satisfactory to the City Attorney, indicating that the Agreement has been terminated.

**Section 14. Effect of Termination on Developer Obligations.** Termination of this Agreement as to the Developer of the Residual Parcels or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Residual Parcels, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

**Section 15. Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Residual Parcels, at least 30 days in advance of such action.

**Section 16. Covenants Running with the Land.** This Agreement shall be recorded against the Property legally described in Exhibit A, and the conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Residual Parcels, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Residual Parcels, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Residual Parcels sold, assigned or transferred to it.

**Section 17. Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations during the next two (2) years, as the City Council may deem

necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations two (2) years from the anniversary date of the Effective Date of this Agreement.

**Section 18. Releases.** Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 19. Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**The City of Gig Harbor**  
Attn: Community Development Director  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

**Harbor Hill LLC**  
Attn: President  
19245 Tenth Avenue N.E.  
Poulsbo, WA 98370  
(360) 697-6626

City Attorney  
Carol Morris  
P.O. Box 948  
Seabeck, WA 98380-0948

**Section 20. Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above the fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This Agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the development of the Residual Parcels, are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

**Section 21. Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

**Section 22. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

**Section 23. Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

**HARBOR HILL LLC**

**CITY OF GIG HARBOR**

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF WASHINGTON )  
   ) ss.  
COUNTY OF KITSAP        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public in and for the State of Washington, personally appeared JON ROSE, personally known to me (or

proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of HARBOR HILL LLC to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Exhibit A  
The Residual Parcels

Parcels A, B, and C of Gig Harbor Binding Site Plan for Harbor Hill, as recorded under recording number 200609185002, Records of Pierce County, Washington.

Exhibit B  
Drawing of Shopping Center Property

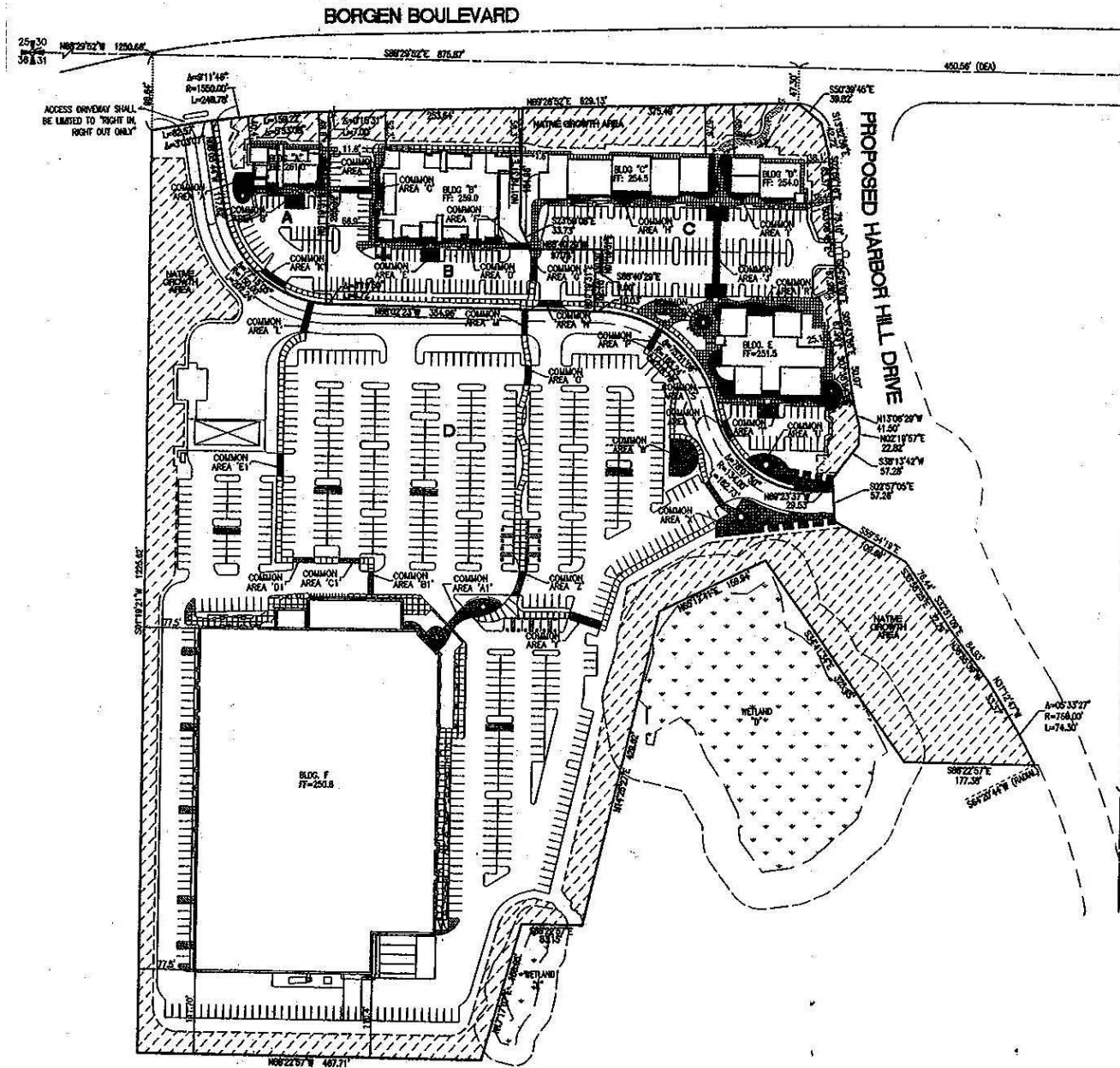




Exhibit C  
Tree Preservation Area

Parcels A, B, and C of Gig Harbor Binding Site Plan for Harbor Hill, as recorded under recording number 200609185002, Records of Pierce County, Washington.



## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PUBLIC HEARING - RESOLUTION ACCEPTING THE HANSEN**  
**ANNEXATION PETITION (ANX 06-1313)**  
**DATE: NOVEMBER 13, 2006**

### INFORMATION/BACKGROUND

The City received a complete Notice of Intention to Commence Annexation Proceedings for a proposal to annex approximately 2.5 acres of property located at the corner of 46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane adjacent to the existing City limits and within the City's Urban Growth Area (UGA). At the September 25, 2006 meeting, the City Council accepted the Notice of Intention and authorized the circulation of an annexation petition (Young/Kadzik, 6-0-0) subject to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed; and
2. The City will require the simultaneous adoption of Single-Family Residential (R-1) zoning for the proposed area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981.

The City received the petition for annexation on October 9, 2006, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on October 20, 2006 as being legally sufficient.

Acceptance of the annexation petition and referral to the Pierce County Boundary Review Board for consideration must be done by Resolution.

Notice of this public hearing was posted in three conspicuous places within the area proposed for annexation; was mailed to all property owners of record both within the annexation area and within three hundred feet (300') of the area proposed for annexation; published in the Peninsula Gateway; and posted on the City website.

### POLICY CONSIDERATIONS

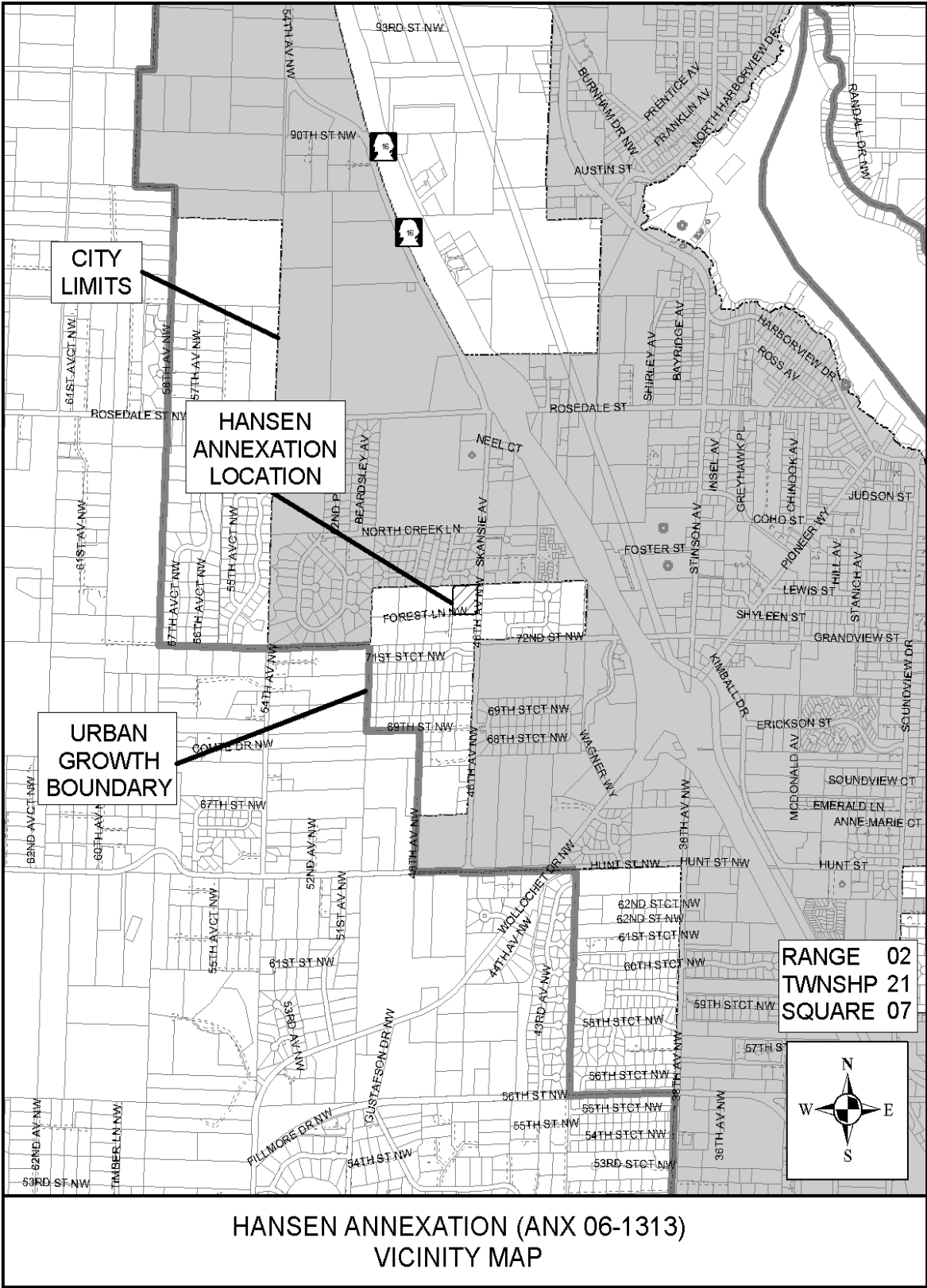
None.

### FISCAL IMPACT

The \$200.00 annexation fee has been paid.

**RECOMMENDATION**

I recommend that the Council approve the Resolution accepting the annexation petition for the Hansen Annexation (ANX 06-1313) and further refer it to the Pierce County Boundary Review Board for consideration.



**HANSEN ANNEXATION (ANX 06-1313)  
VICINITY MAP**

**CITY OF GIG HARBOR  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ACCEPTANCE OF THE ANNEXATION PETITION FOR APPROXIMATELY 2.5 ACRES OF PROPERTY LOCATED AT THE CORNER OF 46<sup>TH</sup> AVENUE NW (SKANSIE AVENUE) AND FOREST LANE (ANX 06-1313), ADJACENT TO THE CITY LIMITS, WITHIN THE CITY'S URBAN GROWTH AREA, LOCATED IN PIERCE COUNTY, DECLARING THE CITY COUNCIL'S INTENT TO ADOPT PROPOSED ZONING REGULATIONS FOR THE ANNEXATION AREA, AND REFERRING THE PETITION FOR ANNEXATION TO THE BOUNDARY REVIEW BOARD.**

---

WHEREAS, on May 26, 2006, the City of Gig Harbor received a Notice of Intent to Annex approximately 2.5 acres of property located at the corner of 46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on September 25, 2006, the City Council met with the initiators of the petition and voted (Young/Kadzik, 6-0-0) to authorize the circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1), and requiring that the property owners assume all of the existing indebtedness of the area being annexed; and

WHEREAS, on October 9, 2006, the petition for annexation of the property legally described in Exhibit A and graphically depicted in Exhibit B was received by the City; and

WHEREAS, on October 20, 2006, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property legally described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, the property legally described in Exhibit A and graphically depicted in Exhibit B and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in December, 2004, established the land use map designation for this area as Residential Low, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Single-Family Residential (R-1) being applied to the property legally described in Exhibit A and graphically depicted in Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low; and

WHEREAS, on November 13, 2006, the City Council, following a public hearing on the annexation petition, voted to declare its intent to authorize and approve the annexation and the proposed pre-annexation Single-Family Residential (R-1) zoning for the area legally described in Exhibit A and graphically depicted in Exhibit B, subject to Boundary Review Board approval; now, therefore,

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

Section 1. The Gig Harbor City Council hereby declares its intent to authorize and approve the annexation of approximately 2.5 acres of property located at the corner of

46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane, adjacent to the existing City limits, located in Pierce County, as legally described in Exhibit A and graphically depicted in Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately 2.5 acres of property located at the corner of 46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane, adjacent to the existing City limits, located in Pierce County, as legally described in Exhibit A and graphically depicted in Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and
- B. All property within the area legally described in Exhibit A and graphically depicted in Exhibit B shall be zoned as Single-Family Residential (R-1), in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A and graphically depicted in Exhibit B, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. The City Council hereby authorizes the Mayor to submit all necessary documentation to the Pierce County Boundary Review Board in order to gain approval for the annexation provided in this Resolution. The City Council shall not take any further action on the annexation proposal until such time as the Pierce County Boundary Review Board has completed its review of the Notice of Intent to Annex.

RESOLVED by the City Council this 13<sup>th</sup> day of November 2006.

APPROVED:

\_\_\_\_\_  
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY:\_\_\_\_\_

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



Exhibit "A"

LEGAL DESCRIPTION

Hansen Property Annexation (ANX 06-1313)

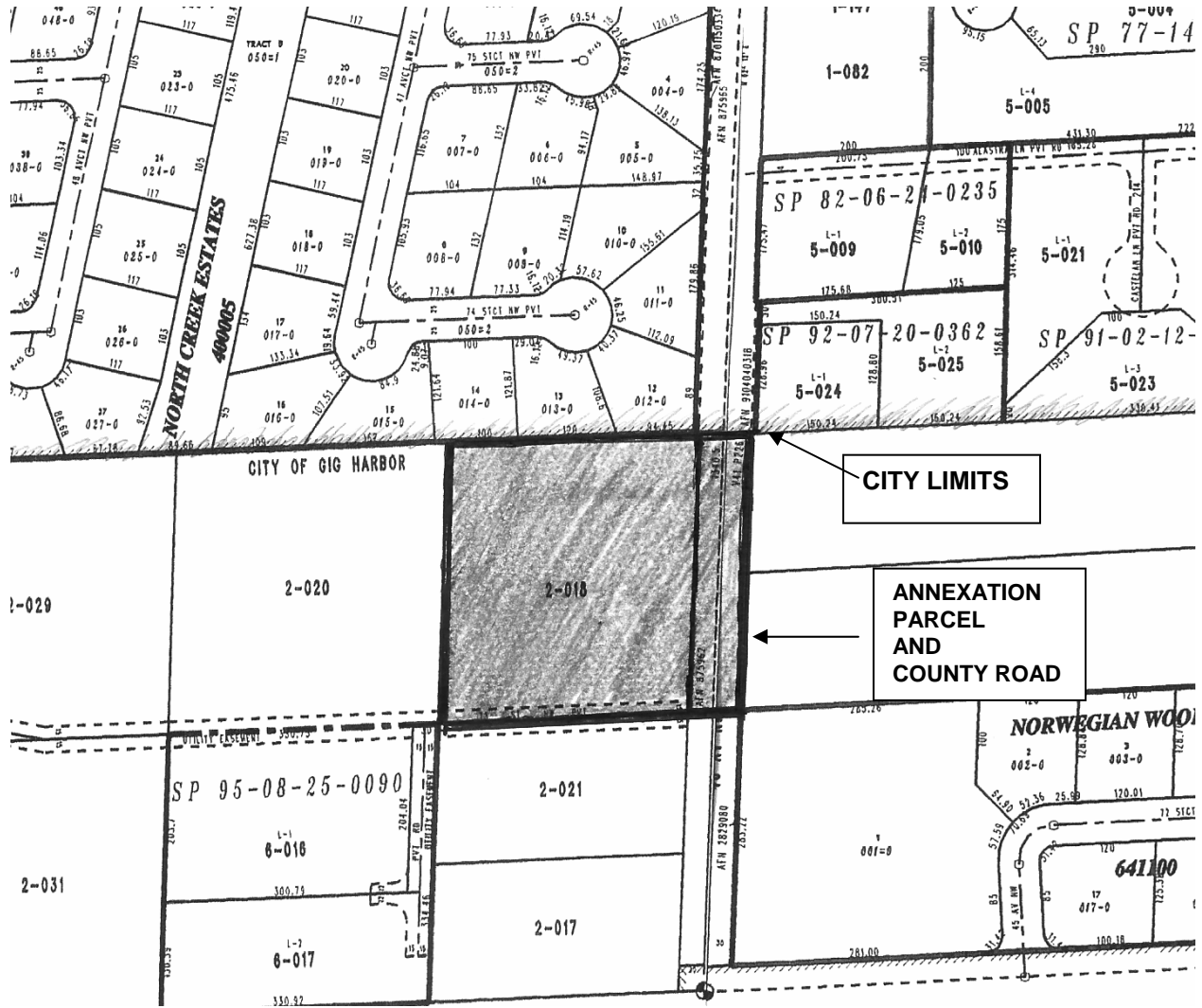
(PER STATUTORY WARRANTY DEED AF#200509090786)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7,  
TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

AND INCLUDING THE EAST HALF OF 46<sup>TH</sup> AVENUE NW (A.K.A. MCDOUGALL  
COUNTY ROAD) ABUTTING SAID PARCEL

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "B"  
HANSEN ANNEXATION  
ANNEXATION PARCEL MAP





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL,**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: TIDELAND EASEMENT - PETER STANLEY**  
**DATE: NOVEMBER 13, 2006**

**INFORMATION/BACKGROUND**

The City Council, on March 14, 1988 granted Dylan Enterprises, dba the Tides Tavern (Peter Stanley), a twenty (20) year easement for floats and docks which encroach on the City Tidelands. This easement will expire on May 12, 2008.

Mr. Stanley is in the process of entering into a new lease with the Washington State Department of Natural Resources (DNR) for tidelands between the inner and outer harbor line in front of the Tides Tavern (Harbor Lease Area No. 22-002670). As part of this process, DNR is requiring that Mr. Stanley obtain a new easement from the City that runs until March 1, 2017 at a minimum.

Mr. Stanley has requested that the City Council renew the Tideland Easement for a period of twenty (20) years.

The City Attorney has recommended that the Council not execute the same easement, but proposes that a lease agreement would be the appropriate vehicle for this request. The City may grant private use of public property, but the City Attorney does not recommend that the City do it for free as this is a gift of public funds. The "consideration" described in the old (1988) easement is not consideration; it is just a usual requirement of a grant of an easement.

In checking with the Washington State Department of Natural Resources (DNR), staff found that the rent for 2007-2008 billing year for Mr. Stanley's 31,331 square foot DNR lease area is \$0.46 per square foot.

In addition to the encroachment over the City owned tidelands, there is a small storage shed that encroaches on the City right-of-way. As shown on the survey provided by Mr. Stanley the deck/walkway is estimated to be 440 square feet and the portion of the floating dock that encroaches onto City tidelands is estimated to be 34 square feet.

**RECOMMENDATION**

If the Council desires to consider leasing this tideland area to Dylan Enterprises, I would suggest that the City Attorney be directed to prepare a lease agreement.

Peter Stanley  
602 North C Street  
Tacoma, WA. 98403

Mr. John Vodopich  
Director of Community Development  
City of Gig Harbor, WA.

11/07/06

Dear John:

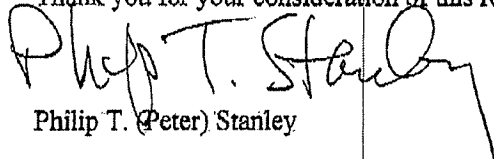
My Aquatic Resources Lease No. 22-002670 with the Washington State Department of Natural Resources for the area that includes the docks of the Tides Tavern will expire on March 1, 2007. As you know, a small part of those docks encroaches on City of Gig Harbor property, as shown in the recent survey.

In 1988 the City granted to Dylan Enterprises d/b/a the Tides Tavern a 20 year easement for those floats and docks which are encroaching on the Gig Harbor Tidelands. The DNR wants the application to renew my aquatic lease returned by November 18, 2006, and the letter stated that in order to get a new aquatic lease I will need to obtain a new easement from the City of Gig Harbor.

Therefore, I am asking the City to renew its Tidelands Easement with me for a period of twenty (20) years. I will also request a twenty year lease from the DNR. Since the last easement was granted I have purchased the real property from Dylan Enterprises, Inc.; therefore, the Tidelands Easement, should you grant it, would be between the City of Gig Harbor and me personally, Philip T. Stanley.

For your information, for estate planning purposes I am anticipating transferring my interest in the real property to a Family Limited Liability Company or similar vehicle, but probably not before next year.

Thank you for your consideration of this request,

  
Philip T. (Peter) Stanley

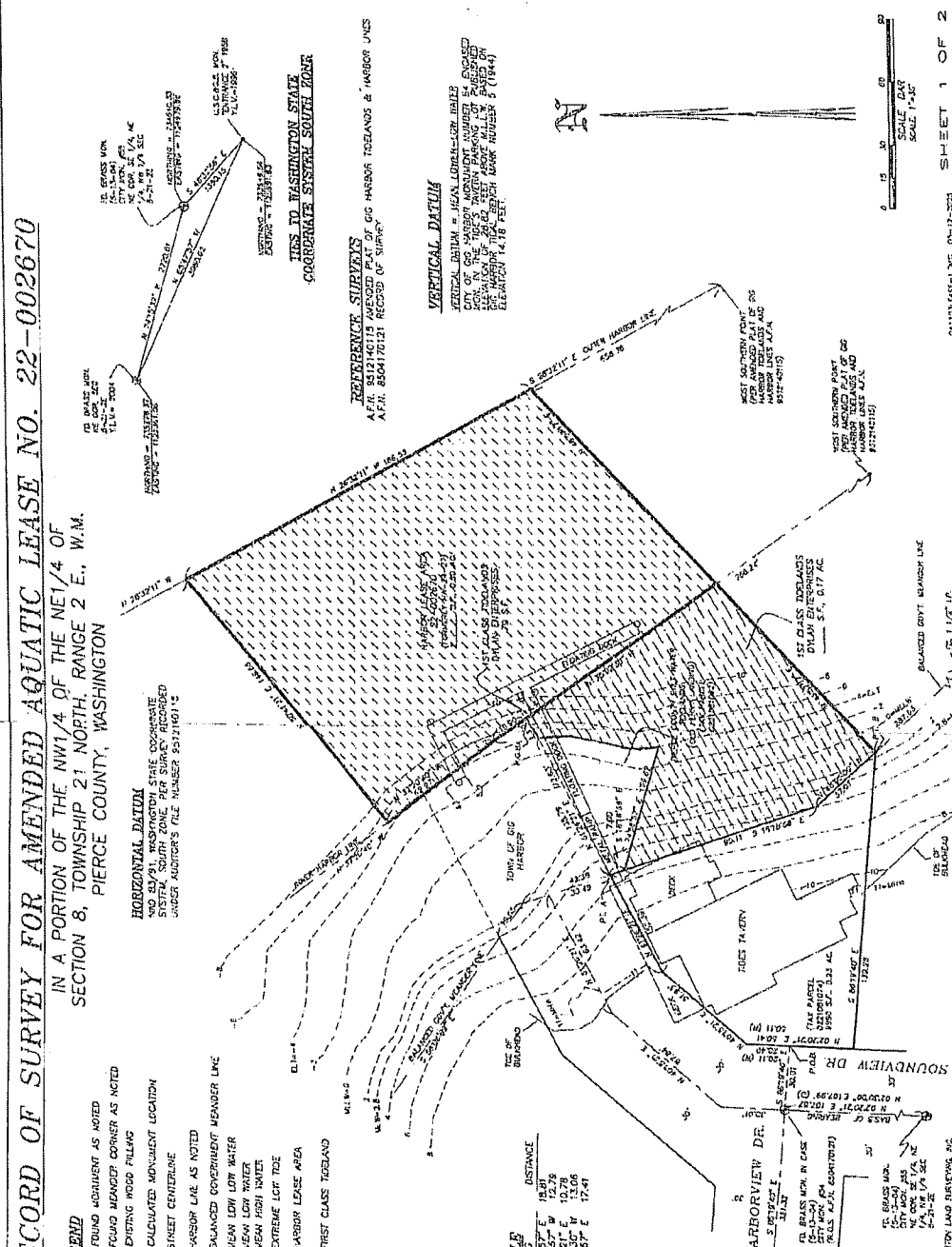
# RECORD OF SURVEY FOR AMENDED AQUATIC LEASE NO. 22-002670

IN A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 2 E., W.M. PIERCE COUNTY, WASHINGTON

- LEGEND**
- FOUND MONUMENT AS NOTED
  - FOUND MONUMENT CORNER AS NOTED
  - EXISTING MOOR FILLING
  - CALCULATED MONUMENT LOCATION
  - SINESE CENTERLINE
  - HARBOR LINE AS NOTED
  - BALANCED GOVERNMENT MEASURED LINE
  - MEAN LOW LOW WATER
  - MEAN LOW WATER
  - MEAN HIGH WATER
  - EXTREME HIGH TIDE
  - HARBOR LEASE AREA
  - FIRST CLASS ISLAND

**LINE TABLE**

| NO. | BEARING       | DISTANCE |
|-----|---------------|----------|
| L1  | N 74°58'57" W | 12.78    |
| L2  | N 74°58'57" W | 12.78    |
| L3  | N 61°26'21" E | 12.78    |
| L4  | N 24°58'57" E | 13.06    |
| L5  | S 24°58'57" E | 17.94    |



**HORIZONTAL DATUM**  
 NAD 83/91, WASHINGTON STATE COORDINATE SYSTEM, SOUTH ZONE, PER SURVEY RECORDED UNDER AUTHOR'S FILE NUMBER 833116715

**VERTICAL DATUM**  
 MEAN LOW WATER - SEA LEVEL - GEOD. IDALS  
 CITY OF GIG HARBOR, WASHINGTON, PUBLISHED MAP, 1987, SHOWING MEAN LOW WATER ELEVATION OF 14.18 FEET RELATIVE TO GIG HARBOR TIDE GAUGE # 2 (1947)

**REFERENCE SURVEYS**  
 REF. 831141118, ABESEED, PART OF GIG HARBOR ISLANDS & HARBOR LINES  
 A.F.N. 8504170121, RECORDED SURVEY

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21-112165-1, DC, 04-12-2003 SHEET 1 OF 2

RECORD OF SURVEY FOR 22-002670 REQUESTED BY  
 DYLAN ENTERPRISES  
 IN A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 2 E., W.M. PIERCE COUNTY, WASHINGTON

|         |     |            |            |
|---------|-----|------------|------------|
| BOOK    | JED | DATE       | FIELD BOOK |
|         |     | 01-17-2005 | 303        |
| CREATED | GAO | SCALE      | JOB NUMBER |
|         |     | 1" = 30'   | 041103     |

**Thornton Land Surveying, Inc.**  
 P.O. BOX 249  
 GIG HARBOR, WASHINGTON 98335  
 TELEPHONE (253) 858-8106 / FAX 858-7466



**SURVEYOR'S CERTIFICATE**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AS THE RESULT OF:  
 D Y L A N E N T E R P R I S E S

DATE: \_\_\_\_\_  
 NUMBER: 2283

**AUDITOR'S CERTIFICATE**  
 I HAVE REVIEWED THIS \_\_\_\_\_ COPY OF \_\_\_\_\_  
 AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M, UNDER ALLEGED FEE NUMBER \_\_\_\_\_

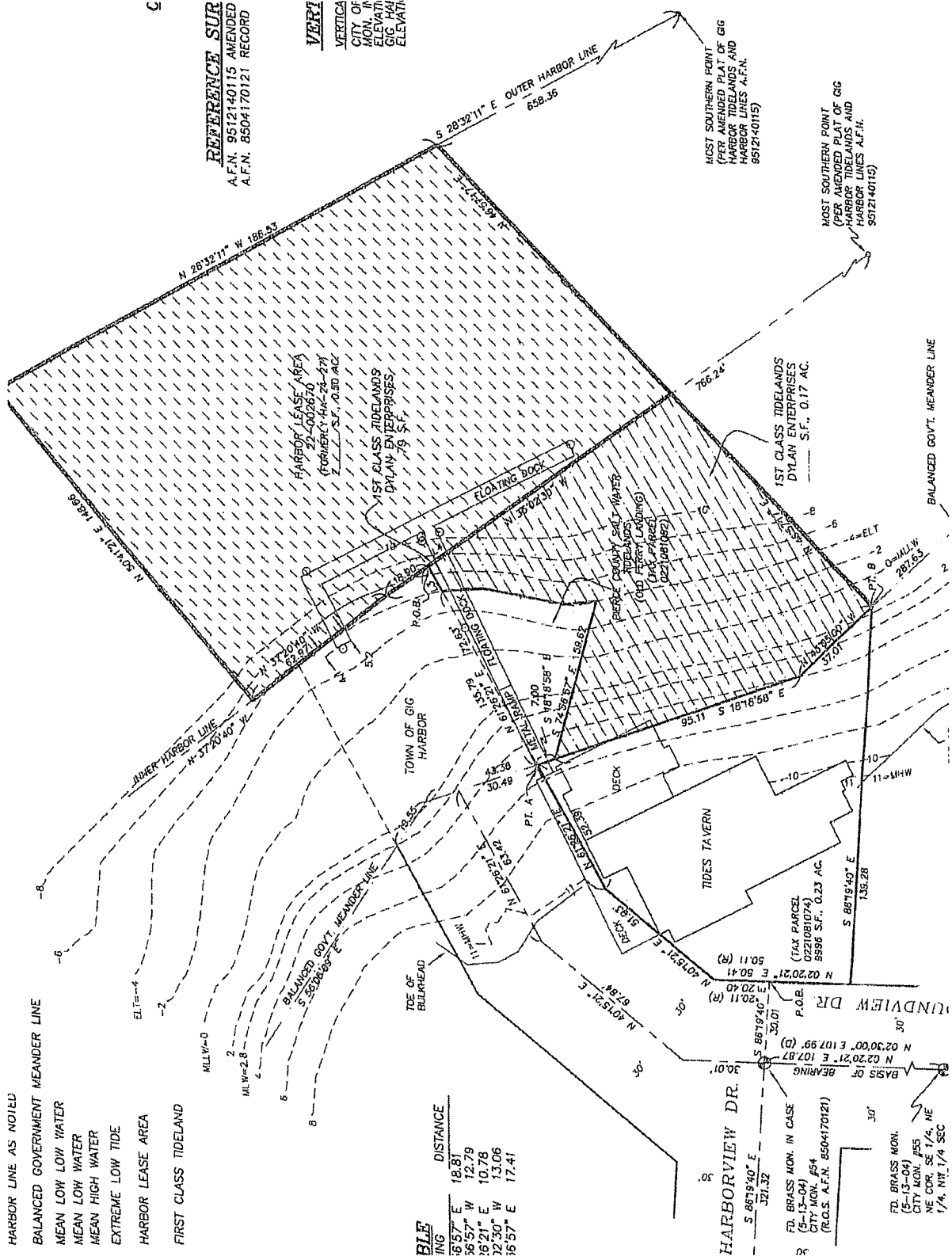
HARBOR LINE AS NOTED  
 BALANCED GOVERNMENT MEANDER LINE  
 MEAN LOW LOW WATER  
 MEAN LOW WATER  
 MEAN HIGH WATER  
 EXTREME LOW TIDE  
 HARBOR LEASE AREA  
 FIRST CLASS TIDELAND

**REFERENCE SUR**  
 A.F.N. 9512140115 AMENDED  
 A.F.N. 8504170121 RECORD

**VERT**  
 VERTICAL  
 CITY OF  
 GIG HAVEN  
 ELEVATION

**BLE**

| BEARING    | DISTANCE |
|------------|----------|
| S 85°57' E | 18.91    |
| S 85°57' W | 12.79    |
| S 82°1' E  | 10.78    |
| S 23°30' W | 13.06    |
| S 16°57' E | 17.41    |



MOST SOUTHERN POINT  
 (PER AMENDED PLAT OF GIG  
 HARBOR TIDELANDS AND  
 HARBOR LINES A.F.N.  
 9512140115)

MOST SOUTHERN POINT  
 (PER AMENDED PLAT OF GIG  
 HARBOR TIDELANDS AND  
 HARBOR LINES A.F.N.  
 9512140115)

HARBOR LEASE AREA  
 22-002670  
 (FORMERLY HAR-24-27)  
 7.1 S.F., 0.30 AC

FIRST CLASS TIDELANDS  
 DYLAN ENTERPRISES  
 79 S.F.

FIRST CLASS TIDELANDS  
 DYLAN ENTERPRISES  
 S.F., 0.17 AC

BALANCED GOV'T. MEANDER LINE

HARBORVIEW DR.  
 S 85°19'40\"/>

FD. BRASS MON. IN CASE  
 (5-13-04)  
 CITY MON. #54  
 (R.O.S. A.P.N. 8504170121)

FD. BRASS MON.  
 (5-13-04)  
 CITY MON. #55  
 NE COR. SEC. 1/4, NE  
 1/4, NW. 1/4 SEC



October 19, 2006

**EXPIRATION NOTICE**  
**CERTIFIED MAIL**

Peter Stanley  
Dylan Enterprises, Inc.  
Dba Tides Tavern  
2100 N. 30<sup>th</sup> Street  
Tacoma, WA 98403

Subject: Expiration Notice for Lease No. 22-002670

Dear Mr. Stanley:

Your Aquatic Resources Lease No. 22-002670 will expire on March 1, 2007. I have enclosed an application for renewal.

Please advise me of your intentions by selecting one of the following and returning this letter to me by November 18, 2006.

- I do not want to lease this land after my lease expires. Please contact me to discuss my obligations at the termination of my existing lease.
- I would like to enter into a new lease when my lease expires. I have enclosed a completed application form and a \$25.00 application processing fee.  
NOTE: Governmental agencies are exempt from the application fee.

Enclosed please find a copy of your easement with the City of Gig Harbor which expires in May 12, 2008. In order to get you a new twelve (12) year aquatic lands lease you will need to obtain a new easement from the City that runs until March 1, 2017 at a minimum.

You have already supplied the Department with an updated survey, insurance and security so once the new easement from the City is received, your new aquatic lands lease will follow.

If you have any questions about these matters, please call me at (360) 825- 1631.

Sincerely,

Wynnae Wright, Natural Resource Specialist

Enclosures

c: Region File  
Aquatic Resources File

gj/22002670Expl.letter

Minutes of 3/14/88  
Page Three

e in  
to  
in  
one

5. Business enhancement development agreement - Chamber of Commerce.

MOTION: To approve the agreement with the Chamber of Commerce to provide a total of \$4,500 toward tourism development.  
Crowe/Davis - unanimously approved.

ee

6. Authorization for use of city-owned tidelands. Planning Director Pete Friedman explained the request.

Peter Stanley, owner of the Tide's Tavern, was available to answer questions of the council.

MOTION: To approve the use by the Tide's Tavern of city-owned tidelands.  
Crowe/Davis - unanimously approved.

bids

MOTION TO AMEND ORIGINAL MOTION:  
To prepare a written agreement allowing Mr. Stanley notification of one year in the event the city wishes to use the tidelands, and having the agreement run concurrently with the Department of Natural Resources 10 year term, and providing the city a release of liability.  
Davis/Crowe - unanimously approved.

ncil  
.

ks

DEPARTMENT MANAGERS' REPORTS:

orth

1. Public Works:  
Mr. Heinecke presented information to council regarding the sidewalk plan.

1.

MOTION: To proceed with the laying of asphalt sidewalks on Peacock Hill Avenue.  
Ryan/Frisbie - unanimously approved.

er any

2. Police:  
Chief Denny Richards presented council with the activity report for the month of February.

rt"  
Plat

ANNOUNCEMENT OF OTHER MEETINGS:

ree

1. Council retreat scheduled for March 26, 1988 at Port Ludlow Resort.



TIDELAND EASEMENT

The CITY OF GIG HARBOR (hereinafter referred to as "Grantor") does hereby grant unto DYLAN ENTERPRISES, INC., d/b/a Tide's Tavern (hereinafter referred to as "Grantee") the following easement for twenty (20) years except as may be earlier terminated as hereinafter set forth:

I. EASEMENT

Grantor does hereby grant unto the Grantee an easement for the Grantee's floats and docks as presently located which are currently encroaching upon the Gig Harbor Tidelands as more specifically shown on the map marked Exhibit "A" attached hereto and made a part hereof.

II. TERM

The term of the easement shall be for twenty (20) years provided the Grantor can terminate the easement by giving the Grantee one (1) year's notice of its intention to use the tidelands currently occupied by the Grantee's floats.

III. CONSIDERATION AND INDEMNITY

In consideration for the easement, Grantee agrees not to expand its use of said tidelands without Grantor's written permission and to indemnify and hold Grantor harmless from all liability, including but not limited to, all damages, expenses, judgments, penalties, fines, settlements, loss, costs, including reasonable attorneys' fees arising out of any actual or







## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER**  
**SUBJECT: "ROAD MAP" FOR INTERCHANGE IMPROVEMENTS ON SR-16**  
**- CONSULTANT CONTRACT AMENDMENT AUTHORIZATION**  
**DATE: NOVEMBER 13, 2006**

### **INFORMATION/BACKGROUND**

On June 12, 2006, the City authorized a professional services contract with David Evans and Associates, Inc. (DEA) to facilitate a long term solution to the predicted future traffic deficiencies expected to occur within the Gig Harbor North area. DEA is currently engaged with the City for the development of a roadmap plan for the realization of the required future interchange improvements at Burnham Drive.

This amendment provides for the completion of additional work items requested from WSDOT in their interchange pre planning analysis. To date, DEA along with the City have been successful in adding the new interchange on their system plan.

The standard consultant services contract is being utilized for this project.

### **FISCAL CONSIDERATIONS**

These services were not anticipated in the adopted 2006 Budget, however funds are available within the City's general street fund for this expenditure.

As work proceeds on the services provided to the City, additional work tasks may arise that will require the support of DEA. All work will be done on an on-call basis from the City and billed at DEA's normal hourly rates as described in Exhibit B. These costs are being shared by three parties. They include FHS, OPG, and the City.

### **RECOMMENDATION**

I recommend that Council approve a consultant services contract with David Evans and Associates, Inc. for the "Road Map" for interchange improvements on SR-16 in the amount not-to-exceed Twenty-one Thousand Eight Hundred Fifty-three Dollars (\$21,853.00).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
DAVID EVANS AND ASSOCIATES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated June 12, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the development of a traffic study and a traffic mitigation plan for the Gig Harbor North area and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on June 12, 2006 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

**Section 1. Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Twenty-one Thousand Eight Hundred Fifty-three Dollars and no cents (\$21,853.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

THE CITY OF GIG HARBOR

By: Nicholas Clark  
Its Principal

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

Notices to be sent to:

CONSULTANT  
David Evans and Associates, Inc.  
Attn: Randy Anderson, P.E.  
3700 Pacific Highway East, Suite 311  
Tacoma, Washington 98424  
(253) 922-9780

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 Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of 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: \_\_\_\_\_



# ON CALL "ROAD MAP" WORK

COGH0000-0030

## EXHIBIT A

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for additional work on the "Road Map" agreement. This exhibit describes the work that will be performed by DEA. This description was also shared by e-mail from DEA (Gerry Smith) to the City on October 13, 2006; an e-mail notice to proceed was given on October 16. The attached spreadsheet, Exhibit B, shows the cost of this work.

### PROJECT DESCRIPTION

This work includes project management and follow up correspondence if necessary to perform these tasks;

1) Update the traffic model with latest counts from WSDOT and provide WSDOT the diverge/merge analysis they requested at the existing interchange. Information is needed for adding the interchange improvements to the WSDOT Highway System Plan. Latest word is the interchange improvements will be added to the Systems Plan before the end of the year when WSDOT gets this information.

We have all the WSDOT data. Work can be complete as early as October 25. This should be done as soon as possible so we don't miss an opportunity to get the interchange improvements into the Systems Plan now.

2) Review the existing bridge plans for feasibility of widening and use as a single point urban interchange (SPUI). Will have a DEA structural engineer do this review and recommendation. We have in hand the bridge plans and soil borings for the area. Work can be done in October.

3) Set up meeting with Pierce Transit to gain their support and integrate their HOV and park-and-ride needs into the plan. Ron Landon, WSDOT, has started trying to set up this meeting. Meeting will be in late October or November.

4) Meet with Pasco Bakotich and others at WSDOT to have Victor Salemann, DEA, share the details of what is being done for traffic modeling and planning in the Gig Harbor area and how that information might tie into the upcoming SR 302 study. Plan to schedule in mid-November.

5) Schedule next meeting with Ron Landon, WSDOT, to keep the information/coordination process going. Plan to schedule in mid-November, perhaps at the same time as Item 4.

6) Start the preliminary design work leading to an interchange plan for approval for the expected SPUI. This will be done in three steps:

a) Enter the existing plan, profile, and roadway section data into MicroStation so we have data to work with. This data will eventually need to be reconciled with the survey to be done in the general services contract. We have the existing bridge contract data and existing mainline profiles in hand.

This will take up to a week of CADD operator time, say \$4000. Work can be scheduled soon. This work will be used again in the GES contract and this start is not included in the current scope for that contract.

b) Start the layout of a SPUI with the existing data. This task will give us information on feasibility, possible environmental issues and if right-of-way might be needed. This work affords the opportunity to look at different layouts to maximize efficiency.

This task starts the interchange plan for approval; say about \$6000. This is a good opportunity to keep the ball rolling with WSDOT and take advantage of informal review time.

c) From the base and ideas in a and b above a design visualization of the SPUI will be developed. A few pictures will help with future marketing to funding agencies. Probable cost \$3000.

#### **FEE FOR SERVICES**

See attached Exhibit B.

#### **SUBMITTAL FOR DEA**

Submitted on behalf of DEA by Shel E. Smith on 10/25/06

#### **ACCEPTANCE BY THE CITY**

This submittal is accepted by the City by \_\_\_\_\_ on \_\_\_\_\_.

CITY OF GIG HARBOR  
COGH 30  
ON CALL "ROAD MAP" WORK  
ADDITIONAL WORK TASKS 10/16/06

| DAVID EVANS AND ASSOCIATES, INC<br>3200 PACIFIC AVENUE EAST, SUITE 311<br>TACOMA, WA. 98324 | Senior<br>Project Manager<br>Gerry Smith | Senior<br>Engineer<br>Randy/Victor<br>Bridge Eng | Senior<br>Traffic Eng.<br>Mike B | Project<br>Engineer | CADD<br>Technician | Wetlands<br>Biologist | Traffic<br>Designer | Blank    | Accounting<br>Manager | Administration | Task Costs   | Task Sums<br>And Expenses |
|---|--|--|----------------------------------|---------------------|--------------------|-----------------------|---------------------|----------|-----------------------|----------------|--------------|---------------------------|
| <b>TASK 1---PROJECT MANAGEMENT AND SUPERVISION</b>  |  |  |                                  |                     |                    |                       |                     |          |                       |                |              |                           |
| Project Status Reports  | 2  | 2  |                                  |                     |                    |                       |                     |          | 2                     |                |              |                           |
| Prepare and Submit Invoices   |  | 2  |                                  |                     |                    |                       |                     |          | 4                     | 0              |              |                           |
| Project Management and Engineering Supervision  | 2  | 2  |                                  |                     |                    |                       |                     |          |                       |                |              |                           |
| QA/QC   | 4  | 4  |                                  |                     |                    |                       |                     |          |                       |                |              |                           |
| Total---Task 1  |  | 10   | 0                                | 0                   | 0                  | 0                     | 0                   | 0        | 6                     | 0              | \$ 2,800.00  | \$ 2,800.00               |
| <b>TASK 2---ADDITIONAL WORK TASKS AS PER 10/13/06 E-MAIL</b>                                |  |  |                                  |                     |                    |                       |                     |          |                       |                |              |                           |
| Update traffic model and submit information to WSDOT  | 0  | 2  | 0                                | 0                   | 0                  |                       | 24                  |          |                       | 0              | \$ 2,480.00  | \$ 2,480.00               |
| Review existing bridge plans for feasibility of widening                                    | 0  | 5  | 0                                | 0                   | 0                  |                       |                     |          |                       |                | \$ 800.00    | \$ 800.00                 |
| Meet with Pierce Transit and WSDOT to discuss HOV issues                                    | 2  | 0  | 0                                | 0                   | 0                  |                       |                     |          |                       |                | \$ 390.00    | \$ 390.00                 |
| Additional meeting with WSDOT to review traffic modeling done by DEA for the City           | 3  | 3  |                                  |                     |                    |                       |                     |          |                       |                | \$ 1,065.00  | \$ 1,065.00               |
| Preliminary design of SPU   | 2  | 0  | 0                                | 0                   | 0                  |                       |                     |          |                       |                | \$ 390.00    | \$ 390.00                 |
| Enter existing data into MicroStation   |  | 8  |                                  |                     | 48                 |                       |                     |          |                       |                | \$ 4,304.00  | \$ 4,304.00               |
| SPUI layouts  |  | 16   |                                  | 24                  | 16                 |                       |                     |          |                       |                | \$ 6,088.00  | \$ 6,088.00               |
| SPUI design visualization   | 4  | 4  |                                  |                     | 32                 |                       |                     |          |                       |                | \$ 2,656.00  | \$ 2,656.00               |
| Prepare correspondence as applicable  |  |  |                                  | 0                   | 0                  |                       |                     |          |                       |                | \$ 780.00    | \$ 780.00                 |
| Total---Task 2  | 11                                       | 38   | 0                                | 24                  | 96                 | 0                     | 24                  | 0        | 0                     | 0              | \$ 18,953.00 | \$ 18,953.00              |
| <b>TASK 3---BLANK</b>   |  |  |                                  |                     |                    |                       |                     |          |                       |                |              |                           |
| Total   | 0  | 0  | 0                                | 0                   | 0                  | 0                     | 0                   | 0        | 0                     | 0              | \$ -         | \$ -                      |
| Total Hours   | 15                                       | 48   | 0                                | 24                  | 96                 | 0                     | 24                  | 0        | 6                     | 0              | \$ 125.00    | \$ 125.00                 |
| Rate  | \$ 195.00                                | \$ 160.00  | \$ 130.00                        | \$ 105.00           | \$ 63.00           | \$ 95.00              | \$ 90.00            | \$ 70.00 | \$ 45.00              | \$ 45.00       | \$ 21,753.00 | \$ 21,753.00              |
| Direct Labor  | 2,925.00                                 | 7,680.00   | -                                | 2,520.00            | 6,048.00           | -                     | 2,160.00            | -        | 420.00                | -              | -            | -                         |
| <b>CONTINGENCY WORK (Done only at the direction of the City)</b>                            |  |  |                                  |                     |                    |                       |                     |          |                       |                |              |                           |
| EXPENSES  |  |  |                                  |                     |                    |                       |                     |          |                       |                |              |                           |
| Reproduction, Postage, Express Delivery   |  |  |                                  |                     |                    |                       |                     |          |                       |                | \$ 50.00     | \$ 50.00                  |
| Mileage at \$.495 per mile  |  |  |                                  |                     |                    |                       |                     |          |                       |                | \$ 50.00     | \$ 50.00                  |
| <b>TOTAL PROJECT COST</b>   |  |  |                                  |                     |                    |                       |                     |          |                       |                | 21,853.00    | 21,853.00                 |



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER** *sa*  
**SUBJECT: BURNHAM/BORGEN/SR-16 CORRIDOR IMPROVEMENT PROJECT  
CONTRACT AUTHORIZATION FOR PROFESSIONAL ENGINEERING  
SERVICES**  
**DATE: NOVEMBER 13, 2006**

**INFORMATION/BACKGROUND**

The conclusions and recommendations contained within the 2005 Final Supplemental Environmental Impact Statement (FSEIS) recommended a series of major corridor roadway improvements within this area. Consequently, City staff performed an area wide solicitation for a Statement of Qualifications (SOQ) for the design and preparation of construction drawings and bidding documents. The City received only one respondent, David Evans and Associates, Inc. A review of their SOQ along with an extensive interview attended by City and WSDOT staff concluded that David Evans and Associates was the most qualified engineering firm to complete the necessary engineering services.

Since there is a possibility that federal funds may be received, the City must use the Standard WSDOT Local Agency Consultant Services Agreement. This agreement has been reviewed and approved by the City Attorney.

**FISCAL CONSIDERATIONS**

This work was not anticipated within the 2006 Budget, however the City previously executed a development agreement with Franciscan Health System (FHS) in which FHS is to pay the full project design and construction. FHS will be required to deposit an initial amount of \$500,000 into an escrow account to be held by the City. FHS will be required to eventually deposit with the City the full amount of the design costs of the transportation improvements. The escrow fund will be replenished by FHS based upon a projected quarterly expenditure schedule to be provided by DEA to the City. Sufficient monies will be in the escrow account at all times to cover DEA costs.

**RECOMMENDATION**

I recommend that Council approve a consultant services contract with David Evans and Associates, Inc. for professional services associated with the design, and permitting for the corridor improvements in the amount not-to-exceed One Million Five Hundred Twelve Thousand One Hundred Sixty Dollars and Seventy-six Cents (\$1,512,160.76).

|  |  |   |  |
|--|--|---|--|
| <b>Local Agency<br/>Standard Consultant<br/>Agreement</b>  |  | Consultant/Address/Telephone<br>David Evans and Associates, Inc.<br>3700 Pacific Highway East, Suite 311<br>Tacoma, WA 98424  |  |
| <input checked="" type="checkbox"/> Architectural/Engineering Agreement<br><input type="checkbox"/> Personal Services Agreement  |  | 253-922-9780  |  |
| Agreement Number   |  | Project Title And Work Description<br>City of Gig Harbor General Engineering Services Contract  |  |
| Federal Aid Number<br>No federal funds at this time  |  |   |  |
| Agreement Type (Choose one)<br><input type="checkbox"/> <b>Lump Sum</b><br>Lump Sum Amount \$ _____<br><input type="checkbox"/> <b>Cost Plus Fixed Fee</b><br>Overhead Progress Payment Rate _____ %<br>Overhead Cost Method _____<br><input type="checkbox"/> Actual Cost<br><input type="checkbox"/> Actual Cost Not To Exceed _____ %<br><input type="checkbox"/> Fixed Rate _____ %<br>Fixed Fee \$ _____<br><input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b><br><input checked="" type="checkbox"/> Negotiated Hourly Rate<br><input type="checkbox"/> Provisional Hourly Rate<br><input type="checkbox"/> <b>Cost Per Unit of Work</b> |  | DBE Participation<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %<br>Federal ID Number or Social Security Number<br>93-0661195<br>Do you require a 1099 for IRS?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>Completion Date<br>December 31, 2008 |  |
|  |  | Total Amount Authorized \$ 1,412,160.76<br>Management Reserve Fund \$ 100,000.00<br>Maximum Amount Payable \$ 1,512,160.76  |  |

**Index of Exhibits**

- Exhibit "A" - Scope of Work
- Exhibit "B" - DBE Participation
- Exhibit "C" - Electronic Exchange of Engineering and Other Data
- Exhibit "D" - Payment (by Agreement Type)
- Exhibit "E" - Consultant Fee Determination
- Exhibit "F" - Breakdown of Overhead Cost
- Exhibit "G" - Subcontract Work/Fee Determination
- Exhibit "H" - Title VI Assurances
- Exhibit "I" - Payment Upon Termination of Agreement
- Exhibit "J" - Alleged Consultant Design Error Procedures
- Exhibit "K" - Consultant Claim Procedures
- Exhibit "L" - Liability Insurance Increase
- Exhibit "M" - Certification Documents

RECEIVED  
OCT 31 2005  
CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Local Agency of \_\_\_\_\_ City of Gig Harbor \_\_\_\_\_, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### **I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### **II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

### **III General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **IV Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.



In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

### **X Changes of Work**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

#### **XV Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

#### **XIX Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By Michael Clark By \_\_\_\_\_  
VICE PRESIDENT

Consultant DAVID EVANS & Associates Agency \_\_\_\_\_



**CITY OF GIG HARBOR  
GENERAL ENGINEERING SERVICES  
PHASE 1**

**OCTOBER 26, 2006**

**SCOPE OF SERVICES**

**EXHIBIT A-1**

David Evans and Associates, Inc. (DEA) will provide professional engineering services to the City of Gig Harbor (City) for Phase 1 work for the City's general engineering services contract. The work will consist of the preparation of reports and plans to the contract document stage for engineering and environmental work in the North Gig Harbor area. Exhibit A describes the Scope of Services that will be performed by DEA for the City. Exhibit E, Consultant Fee Determination, is the corresponding schedule of rates and estimated hours for this work.

It is DEA's intent to develop all plans with the concept of minimizing throwaway work when an ultimate interchange design is developed. It is understood that the City will continue to retain DEA under separate agreements that include work tasks for coordinating and working with WSDOT and other applicable agencies.

Work on this separate agreement has been informally described as "City Road Map" work. Work under these separate agreements wherein DEA coordinates with WSDOT and other project stakeholders will impact work on this scope of services by minimizing design options for the ultimate improvement of the SR-16 interchange at Borgen Boulevard NW and settling on one final design concept for the interchange. It will be DEA's intent to encourage WSDOT through work in the scope of services and others with the City to adopt a single point urban interchange (SPUI) design concept at this location. Refer to Work Task 10.

Description of Project Area

The project area is generally described as the North Gig Harbor area and includes portions of Canterwood Boulevard NW, Borgen Boulevard NW, Burnham Drive NW, a portion of SR-16, the SR-16 and Borgen Boulevard NW interchange including its four ramps, and two roundabouts, one on the east side of SR-16 and one on the west side of SR-16.

More specifically, the project area is defined as:

- Roundabout 1 (The City's roundabout on the east side of SR-16)---The entire roundabout area.
- Roundabout 2 (WSDOT's roundabout on the west side of SR-16)---The entire roundabout area.

- Canterwood Boulevard NW---From Roundabout 1 approximately 1500 feet northerly to the southerly limits of the Saint Anthony's Hospital property line.
- Burnham Drive NW---From Sehmel Drive NW easterly to Roundabout 1 including the bridge structure.
- Burnham Drive NW---From Roundabout 1 southerly approximately 500 feet.
- SR-16---From approximately 2000 feet south to approximately 2000 feet north of the SR-16/Borgen Boulevard NW interchange bridge.
- SR-16 Ramp 1 (The northbound off-ramp from SR-16)---From Roundabout 1 southerly to the off taper from the SR-16 mainline and approximately 500 feet southerly of the off taper.
- SR-16 Ramp 2 (The northbound on-ramp to SR-16)---From Roundabout 1 northerly to the on taper to the SR-16 mainline and approximately 500 feet northerly of the on taper.
- SR-16 Ramp 3 (The southbound off-ramp to SR-16)---From Roundabout 2 northerly to the off taper from the SR-16 mainline and approximately 500 feet northerly of the off taper.
- SR-16 Ramp 4 (The southbound on-ramp to SR-16)---From Roundabout 2 southerly to the on taper to the SR-16 mainline and approximately 500 feet southerly of the on taper.

A vicinity map is attached to this exhibit further defining the limits of project work.

### **PROJECT DESIGN CRITERIA AND BASIS OF WORK**

The project will be designed using American Association of State and Highway Transportation Officials (AASHTO), the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Works Standards as guidelines for the development of the project.

The project's storm drainage systems will be designed using the most current addition of the WSDOT Hydraulics Manual.

The City will designate the basic premises and criteria for the design. Reports and plans will be developed in accordance with the latest edition and amendments (as of the date of signing of this Agreement) of the following documents. Changes in any design standards or requirements after work has begun may result in extra work.

|                    |   |
|--------------------|---|
| Measurements:      | English units.  |
| Drafting Standard: | City of Gig Harbor Standards  |
| Datum:             | Horizontal-Pierce County, State Plane Coordinate System - NAD 83-91 |
| Vertical           | NAVD 88   |

WSDOT publications:

1. Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), 2006 (English) edition (including the Division 1 APWA Supplement), as amended
2. WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, [English] (M21-01)
3. WSDOT Construction Manual
4. WSDOT Design Manual (M22-01)
5. WSDOT Right of Way Manual
6. WSDOT General Special Provisions
7. WSDOT Traffic Manual (M51-02)
8. WSDOT Sign Fabrication Manual
9. WSDOT Highway Runoff Manual
10. Local Agency Guideline (LAG) Manual

U.S. Department of Transportation publications:

1. Manual on Uniform Traffic Control Devices for Streets and Highways

Other:

1. Washington State Regulations, Accessibility Design for All (ADA)
2. AASHTO Geometric Design for Highways and Streets, 2004
3. Turning Radii will be based upon a Pierce Transit Bus turning template and a WB-50 design vehicle for intersection improvements.
4. City's critical area ordinance, Chapter 18 GHMC.

The development of all project plans will follow the conditions and parameters established in the LAG Manual. Plans will be developed with the understanding that the City is a local agency. They will not be developed as WSDOT bid documents. If in the future it is determined that WSDOT will take the lead and be responsible for constructing the improvements, the plans may need to follow WSDOT plan format. This requirement would create the need for significant changes to the plans and require a substantial amount of more work for DEA. This work is not included in this scope of services.

The design of the project will follow the parameters and conditions established in the City of Gig Harbor 2005 Comprehensive Plan Amendments, Final Supplemental EIS, dated April 5, 2006.

Project design work will be performed assuming basic design parameters that will be acceptable to the City. Examples include but are not limited to the use of standard



propriety retaining walls such as modular block walls, gabion walls, standard and uniform landscape items and design, standard illumination standards and design, standard plan and profiles, and similar design criteria.

### **GENERAL ASSUMPTIONS**

This Scope of Services is based on the following assumptions:

- The budget for the Scope of Services is based on a project schedule of approximately 380 working days.
- The level of effort for a given work task is limited to the amount of labor and expenses indicated in schedule or rates and estimated hours spreadsheet. Out-of-scope services or work beyond these limits will be considered as extra work. DEA reserves the opportunity to shift budget between work tasks and between labor and expenses.
- DEA will submit/coordinate all work with the respective funding and approval agencies involved in the project. DEA will assist with the preparation of applicable funding applications and submittals.
- Project environmental planning and permitting will be limited to a NEPA categorical exclusion document and a SEPA document following the City environmental and planning standards.
- DEA shall endeavor to ensure that work tasks are completed within the hours shown for that work task. If the task is not completed within the allotted hours DEA and the City agree to review the level of effort needed to complete that task by hour, fee, scope, and/or schedule for that task.
- Work that will be submitted to WSDOT for review and approval will be done in Microstation format.

If these general assumptions are not met some or all work on the project may not be able to be completed within the number of hours allocated to the project or within the scheduled number of working days noted above.

### **FIELD SURVEY WORK, DATA COLLECTION, AND BASE MAPPING**

All survey and base mapping work will be done within the confines of the conditions established herein. The area to be mapped will extend approximately 40-feet outside of the right-of-way line and extend to 100 feet before and beyond the project limit or as otherwise noted. Visible utility services or infrastructure within the project limits will be collected.

The survey work will lead to the development of base maps showing details of the existing roadway and surrounding surface features, existing drainage courses, existing traffic signal systems including traffic loops, visible surface utilities, located underground utilities, existing driveways, landscaping, wetlands, and other existing topographic

features. The right-of-way lines and property lines will be shown per Pierce County Assessor-Treasurer's maps.

DEA will retain the services of an underground utility locate company to help identify underground utilities and this information will be collected and shown on the project's base mapping.

DEA will perform field survey, data collection, and base mapping following these criteria:

#### Establish survey control

- Research Records and Office Review---Research and obtain monument records, right-of-way plans, utility "as-builts", and other readily available records from the City and Pierce County.
- Verify Survey Control Monuments---Verify horizontal survey control monumentation to establish centerline control of each work task and abutting public and private roads that intersect these roads. Horizontal control will be based on the State Plane Coordinate System – NAD 83-91 coordinates.
- Establish Right-of-Way Widths---Establish the right-of-way widths for the public roads throughout the limits of the project using Pierce County Assessor-Treasurer maps, records of survey, information available to the public, and title reports (if available).
- Establish Vertical Control---Establish vertical control for the project using published benchmarks. The project will be on NAVD 88 vertical datum.

#### Field survey work

DEA will develop a list of property owners adjacent to the various work sites before starting survey work and submit the list to the City. The City will contact the property owners on the list to gain their approval to perform survey work on their property. DEA will obtain a permit from WSDOT for survey work done in their right-of-way and a permit from the City for survey work in the City right-of-way.

The City will contact property owners adjacent to the project or impacted by the project before DEA enters onto their property or when working in the right-of-way in front of their property to perform survey work. If so requested by the City, DEA will prepare a project notification letter that the City will send to each adjacent or impacted property owner. Rights of entry will be obtained by the City if they become necessary. DEA will respond to telephone calls or inquires about the work that is being performed for the project.

- Provide Field Horizontal Control---Provide horizontal control throughout the length of the projects and tie into existing survey control monuments (supplied by the City) in the vicinity of the project.
- Provide Field Vertical Control---Provide vertical control throughout the length of the project.

- Develop Contours and Spot Elevations---Record ground elevation shots throughout the projects to establish contour lines and spot elevations of road centerline, edge of pavement, road intersections, road and driveway approaches, and other break points and vertical features. Cross sections will be taken at a minimum of 50-foot roadway stations and at closer stationing for critical areas with a vertical accuracy of plus or minus .02-feet on hard surfaces. Other surfaces will be shown to the nearest 0.10 feet.
- Locate Above Ground Appurtenances---Locate above ground structures, retaining walls, man-made objects, signs, building fronts, and identify them on the topographic base mapping.
- Locate Drainage Structures---Locate and identify drainage structures, pipes, control devices and similar features including accessible pipe invert elevations, sizes, and identify the type of material when practical. This includes existing drainage basins and wetland areas.
- Locate Identified Utilities---Survey and record utilities identified by the utility locate service in plan view only. DEA will retain the services of a utility locate service to locate underground utility facilities.
- Locate Buildings and Appurtenances---Locate structures, landscaping, walkways, driveways, fences, walls, retaining walls, landscaping trees, street furniture, yard improvements and other applicable features within a 1-foot tolerance. Locate appurtenances within the road right-of-way including mail boxes, signs, traffic control devices, striping and other traffic marking improvements, visible traffic signal loops and similar features.

Not included in the field survey work is:

- The location of septic tanks, septic tank drainfields, buried stormwater dispersion facilities, underground storage tanks, or similar features that are buried or inaccessible;
- Any work that involves confined access requirements;
- Collecting downstream drainage information more than 200 feet from road centerline; and
- Work outside of the right of way and areas that do not have a right of entry.

Base Mapping

Plan sheet format, title blocks, and layout as provided by the City will be used. Plan sheet size will be 22" by 34". The base maps will be delivered to the City in electronic point file format with descriptions using Autodesk Land Desktop 2005. The 3-D TIN shall be included in the base drawing and will be in a format compatible with Autodesk Land Desktop 2005. Layering and symbols will conform to DEA format or convention. The base maps will be put into sheet format suitable for future road improvement design work with the top half of the sheet showing the plan view and the bottom half reserved for the profile view. An existing road centerline profile will be developed. Station breaks at even roadway stations will be developed for each sheet. Right-of-way survey

data will be used to establish property lines and boundary information. A hard copy of the base maps will be provided to the City that have been stamped and signed by a Professional Land Surveyor.

- Process Data and Create Break Lines---Field survey data will be processed to develop project base maps. Base maps will be setup in sheet format that will establish the format of the project's engineering plans.
- Set up Base Maps---Prepare base maps at a scale of 1" = 20'. North will be towards the top of the sheet. Benchmark information will be noted along with the applicable datum. Basis of bearing information and survey control information will be described and noted. For the intersection locations, a station equation will be established for the road centerlines. Stationing will increase from south to north and from west to east.
- Develop Contours and Spot Elevations---Contour lines at one-foot intervals and spot elevations will be shown on the base maps.
- Planimetric Work, Property lines, and Easements---Base maps will include the right-of-way line and topographic features. Property lines and easements shown on the Assessor-Treasurer's maps and title reports will be added. Title reports will be provided by the City if they are to be used.
- WSDOT and applicable County road right-of-way lines will be shown as well as WSDOT/City turnback lines for improvements within the interchange area.
- Field Review---The draft base maps will be field reviewed for accuracy and completeness. The maps will be revised to show information discovered in the field review.
- QA/QC---The base maps will be prepared under the direction of a Professional Land Surveyor and quality assurance and control will be provided throughout the development of the base maps.

#### Services Provided by the City

- Permission to access onto adjacent private properties will be obtained by the City if it is deemed necessary and not obtainable by DEA.
- Provide available as-built utility plans, road and storm drainage plans, or other engineering plans.
- Assessor-Treasurer's maps showing ownerships, parcel numbers, and owner addresses when requested by DEA.
- Maps showing existing and proposed land uses, current zoning information, and other related land use information.
- Title reports if they are deemed necessary or the City agrees to reimburse DEA for their cost.

The following work tasks will be done as part of Phase 1 work for the general engineering services contract.

#### **PRELIMINARY ENGINEERING DESIGN**

This task involves developing a conceptual design to reflect the limits of the roadway improvements. Drainage improvements will consist of connecting to the existing storm water collection and conveyance system and installing additional catch basins and conveyance pipe at new curb returns and roadway widening or developing new outfalls as required. Water quality treatment and flow control facilities will be added at the locations that require treatment to comply with the current WSDOT and City stormwater design criteria.

Retaining walls will not be designed specifically for this work but will use proprietary wall designs. It is anticipated that City standard module block or gabion walls will be used and the Contractor will be responsible for submitting plans to the City if necessary as part of the construction process. Standard wall designs will be used whenever possible.

DEA will perform the following work for tasks 3 through 10 as applicable:

#### Preliminary Roadway Design

##### a. Horizontal Design:

- Develop construction centerlines including construction centerlines of intersecting roadways.
- Develop plan view layout of proposed improvements defined in the applicable work task statement. Evaluate plan view layout of improvements including curb, gutter, sidewalk, planter strip, roadway shoulder, and driveways. DEA will revise the layout one time and use the revised layout as the basis for Final Design.

##### b. Vertical Design

- Develop a proposed finished grade centerline profile. The finished grade profile will be developed using a direct offset of the existing grade at pavement centerline to design an “engineered” profile consisting of tangents and vertical curves. Develop preliminary superelevation diagrams when applicable for the various improvements. DEA will revise the profile one time and use the revised profile as the basis of design.

##### c. Roadway Sections

- Develop typical proposed roadway sections for each applicable work task.
- Prepare cross sections using LDD software and provide cut and fill lines, existing and proposed roadway surface and sidewalk. Cross sections will be prepared two times, one time for initial layout and one time for final layout.
- Develop preliminary retaining wall profiles.

##### d. Preliminary Grading Plans

- Develop preliminary grading plans and cross sections for the various proposed improvements.

##### e. Preliminary Site Preparation and TESC Plans

- Develop preliminary site preparation plans for the proposed work tasks showing clearing limits, needed utility relocation work, and TESC measures.

f. Preliminary Design Report

- Prepare a Preliminary Design Report to document design decisions and assumptions from the preliminary design task.

Preliminary Drainage Design

- a. Prepare a preliminary Storm Drainage Report for the conveyance system and water quality facilities using the WSDOT Highway Runoff Manual for improvements that are in WSDOT right-of-way and City right-of-way. One report will be prepared for WSDOT work and one for City work. One comprehensive preliminary and final drainage report will be done for improvements within WSDOT right-of-way

b. Conveyance System

- Prepare a horizontal and vertical layout of the proposed storm drainage network to approximately the 30% completion stage. Existing catch basins and pipe conveyance systems will be utilized when possible.
- Prepare a horizontal and vertical layout of water quality and water quantity control facilities to approximately 30% completion stage.
- Design pipe inverts, slopes and diameters to match existing systems and design flow rates.

Preliminary Construction Cost Estimate

- Prepare a preliminary Engineer's Opinion of Probable Cost (Cost Estimate) based on the developed conceptual design. An estimate will be prepared for each applicable work task.

Preliminary Channelization Design

- Develop channelization design as applicable for the proposed work tasks. This work includes establishing right turn and left turn lane pocket lengths, ramp taper lengths and cross walks configurations as appropriate at each location. Separate channelization plans will be done for each work task in City right-of-way. Comprehensive preliminary and final channelization plan will be done for improvements within WSDOT right-of-way.

Deliverables for preliminary engineering design will include the following to the 30% completion stage:

1. Cost Estimate
2. Preliminary Design Plans including applicable title blocks, vicinity maps, legends and related information and sheets
3. Title sheet
4. Typical Sections
5. Plan and Profile sheets
6. Plan view includes proposed shoulders, sidewalks, curb, gutter, walls, paving limits, storm drainage structures (with inverts) and pipes;
7. Preliminary Channelization Plans

8. Preliminary Traffic Signal and Intersection Plans
9. Preliminary Storm Drainage Report (3 copies)
10. Preliminary Design Report (3 copies)

### **FINAL ENGINEERING DESIGN AND PS&E DOCUMENTS**

This task involves developing final plans, specifications, construction estimates, and final bid documents for the project work tasks. It is understood that the City may put the various work tasks out to bid as one package, individually, or a combination of the work tasks. A final Design Report will be prepared. A final Drainage Report will be prepared. Channelization, signing, and illumination plans will be prepared for the applicable work tasks.

DEA will perform the following work tasks as identified below:

#### Final Roadway Design

##### a. Horizontal Design:

- Develop final construction centerlines for the various improvements.
- Develop final plans of the proposed improvements defined in the applicable work task statement.

##### b. Vertical Design

- Develop final finished grade centerline profiles for each of the various improvements. The finished grade profile will be developed using a direct offset of the existing grade at pavement centerline to design an “engineered” profile consisting of tangents and vertical curves. Develop final superelevation diagrams for applicable work tasks and roadway segments.

##### c. Roadway Sections

- Develop final roadway sections for each applicable work task.
- Prepare final cross sections using LDD software and provide cut and fill lines, existing and proposed roadway surfaces and sidewalks.

##### d. Grading Plans

- Develop preliminary grading plans and cross sections for the various proposed improvements.

##### e. Site Preparation and TESC Plans

- Develop preliminary site preparation plans for the proposed work tasks showing clearing limits, needed utility relocation work, and TESC measures.

##### f. Final Design Report

- Prepare a final Design Report to document design decisions and assumptions from the preliminary design task.

#### Final Drainage Design and Details

- a. Prepare a final Storm Drainage Report for the conveyance system and water quality facilities using the WSDOT Highway Runoff Manual for improvements that are in WSDOT and City right-of-way. One drainage report will be done for work in City right-of-way. A final comprehensive drainage report will be done for all improvement work in WSDOT right-of-way.
- b. Conveyance System
  - Prepare a final horizontal and vertical layout of the proposed storm drainage networks. Existing catch basins and pipe conveyance systems will be utilized when possible.
  - Prepare final horizontal and vertical layouts for water quality and water quantity control facilities.
  - Design flow control facilities and applicable sizing calculations for the structures.
  - Design pipe inverts, slopes and diameters to match existing systems and design flow rates.

#### Final Construction Cost Estimate

- Prepare a final Engineer's Opinion of Probable Cost (Cost Estimate) based on the developed conceptual design. A separate estimate will be prepared for each applicable work task.

#### Final Channelization Design, Signing, and Bypass facilities

- Develop channelization design as applicable for the proposed work tasks. This work includes evaluating right turn and left turn lane pocket lengths and cross walks configurations as appropriate at each location and a signing plan with details.

#### Final Illumination Plans

Develop final illumination reports and final illumination plans for the various work tasks. It is understood that the City will use its standard decorative lighting fixture for all work tasks and special lighting designs will not be required for work in City right-of-way.

#### Final Landscape Plans

- Develop a final landscaping plan for the various work tasks. It is understood that the City will use one standard street tree with sod for all work in City right-of-way.
- Develop a final irrigation plan for the various work tasks where applicable. Provisions for an irrigation plan have not been included for improvements in WSDOT right-of-way.

#### Final Special Provisions and Construction Bid Documents

- Develop a special provisions document for each work task.
- Develop construction bid documents for each work task.

Deliverables for final engineering design will include the following:

1. Final Plans, Specifications, and Estimate for the applicable task.
2. Final Storm Drainage Report (3 copies)
3. Final Design Report (3 copies)



#### 4. Final Geotechnical Report (3 copies)

### **RIGHT-OF-WAY PLANS**

This task involves preparing exhibits and legal descriptions for proposed right-of-way acquisition (both fee simple and easements) to construct the various work tasks. If federal funding is received for the various project tasks, right-of-way acquisition negotiations may not begin until after the environmental permitting has been approved by WSDOT and FHWA. The right-of-way plans will be developed concurrent with the environmental permitting task to condense the design phase schedule. The development of right-of-way documents will begin when the project plans are at approximately the 90% complete stage.

DEA will perform the following work tasks as identified below:

#### **Preliminary Right-of-Way Plans**

- Prepare a right-of-way matrix to identify the parcel number and total area of land where fee simple acquisition is identified. The new right of way limits will be established based on the Preliminary Plans. Proposed right-of-way limits will be expanded to include proposed sidewalk, landscape walls, storm water quality and quantity control facilities, and traffic signal equipment. Permanent easements required for slopes and utilities will be identified in the matrix, as well as temporary construction easements. Wetlands and wetland buffer areas will be shown if they involve or drive right-of-way acquisitions.
- Prepare right-of-way plans (plans will consist of exhibits on legal size paper) to include the parcels identified in the right-of-way matrix. Plans will list the parcel number, parcel owner, area of parcel to be acquired (fee simple) and area required for permanent and temporary easements.

#### **Final Right-of-Way Plans**

- Revise the right-of-way matrix to incorporate City comments on the preliminary plans and minor changes to the project's design.
- Revise right-of-way plans (exhibits) one time to reflect applicable City, DOE and COE review comments regarding the right of way matrix.
- Prepare legal descriptions and plan view exhibit for each parcel with fee simple acquisition, permanent easement, and temporary easement (for budgeting purposes, this task is assumed to include 4 legal descriptions). Submit legal descriptions and exhibits to the City for right of way negotiations.

### **WORK TASK 1---PROJECT MANAGEMENT AND CITY REPRESENTATION**

DEA will provide project management and support for Phase 1 work on a continuous basis for the duration of the project. Additionally, DEA will function in the role as a City staff person and provide City representation at meetings and discussions. It is understood that DEA does not have the authority to make binding commitments or enter into

agreements on behalf of the City. The intent is that project management work load is removed from the City and assumed by DEA.

Other work in this task include project meetings, providing project updates to the City as requested, preparing and submitting invoices, developing a project schedule, providing project management and oversight and engineering supervision, making periodic site visits, and performing internal QA/QC review for the project.

For this work task, DEA will:

- Coordinate with FHS's design consultant to integrate FHS frontage and waterline extension improvements with City projects;
- Develop one initial project schedule and two updates;
- Provide project management and professional engineering supervision;
- Provide status reports to the City either verbally or in written form every two weeks documenting key issues and decisions made for the project;
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project. This work task will also cover general office administrative support;
- Make site visits to determine whether design concepts can be practically implemented in the field;
- Provide internal QA/QC review throughout the design process; and
- Assist the City with the development of funding applications and preparation of required attachments. Work on this task will be done with the approval of the City.

## **WORK TASK 2---UTILITIES COORDINATION**

DEA will provide utility coordination effort for this project. DEA will coordinate the design of this project's infrastructure facilities with existing and planned utilities infrastructure facilities. It is understood that the success of this task is dependent on the cooperation and effort of the individual utilities involved with the project. Reasonable revisions to the project's design will be made to accommodate utility infrastructure. It is understood that this work task does not include design of any utility facilities, public or private.

For this work task, DEA will:

- Contact individual utilities and coordinate preliminary design information with them;
- Meet with utility company representatives two times to review the project and review individual plans and utility proposals and incorporate their infrastructure into the project's design; and

- Update project plans with minor adjustments one time only to accommodate existing or proposed utility infrastructure facilities; and

### **WORK TASK 3 THROUGH WORK TASK 10**

Major work items for work tasks 3 through 10 include complete survey, data collection, and base mapping, environmental inventorying, utility coordination work, preparation of a site specific Drainage Report, a project specific Design Report, site preparation and TESC plans, engineering plans, illumination plans, landscape plans, right-of-way plans, special provisions, cost estimate, and construction bid documents. Geotechnical and other reports will be submitted as applicable.

### **WORK TASK 3---CANTERWOOD BOULEVARD NW---WEST SIDE IMPROVEMENT PLANS**

Develop road plans for the construction of road widening on the west side of Canterwood Boulevard NW for south bound traffic with a beginning taper at north end of work. The widening would end at the existing Borgen Boulevard NW roundabout (Roundabout 1). From the road's existing centerline the road would be widened to two 12-foot lanes with a 10-foot shoulder. Curb and gutter are required (sidewalk is not required) for this segment of work on Canterwood Boulevard NW. This work consists of approximately 700 feet of improvement work.

### **WORK TASK 4---CANTERWOOD BOULEVARD NW---EAST SIDE IMPROVEMENT PLANS**

Develop road plans for the widening of Canterwood Boulevard NW from the road centerline easterly to two 12-foot lanes, curb and gutter, a four-foot landscape strip, and a 5.5-foot sidewalk. This work will extend from the existing Borgen Boulevard NW roundabout (Roundabout 1) to the south boundary line of FHS. This work consists of approximately 1500 feet of improvement work. Illumination, landscaping and irrigation are included in this work task.

### **WORK TASK 5---ROUNDABOUT AND BYPASS DESIGN REPORT AND IMPROVEMENT PLANS**

Prepare a design report and improvement plans for Roundabouts 1 and 2. The existing WSDOT roundabout (Roundabout 2) on the west side of SR-16 will be widened to two circulating lanes. A bypass lane will be added from Sehmel Drive NW to the southbound SR-16 on-ramp.

The design and plans will coordinate the two bypass lanes for Roundabout 1. one bypass lane will go from Canterwood Boulevard NW to the SR 16 northbound on-ramp and the other bypass lane will go from the SR 16 northbound off-ramp to Burnham Drive NW. The information contained in the FEIS document will establish the basic design parameters for both roundabouts. This work task also includes the inclusion of the four WSDOT ramps in the design report document.

This work task includes two reviews and two re-reviews and two revisions for WSDOT. Reviews and revisions beyond two will be considered extra work.

This work task also includes development of roundabout geometric design criteria and for the geometric criteria.

#### **WORK TASK 6--- SR-16 NORTHBOUND ON-RAMP IMPROVEMENT PLANS**

Develop road plans for the construction of a widened SR-16 northbound on-ramp to a length acceptable to WSDOT. This work consists of approximately 500 feet of improvement work although WSDOT could require longer merge/taper lengths.

#### **WORK TASK 7---SR-16 NORTHBOUND OFF-RAMP IMPROVEMENT PLANS**

Develop road plans for the construction of a widened SR-16 northbound off-ramp to provide additional storage on this ramp. Construct a bypass lane at the Borgen Boulevard NW roundabout (Roundabout 1) from the SR-16 northbound off-ramp to Burnham Drive NW. This work consists of approximately 1000 feet of improvement work including 450 feet of an additional 12-foot storage lane and 550 feet of taper distance.

#### **WORK TASK 8---SR-16 SOUTHBOUND OFF-RAMP IMPROVEMENT PLANS**

Construct a second lane on the SR-16 southbound off-ramp to the existing roundabout on Borgen Boulevard NW (Roundabout 2) on the west side of SR-16. This work consists of approximately 2000 feet of improvement work including 1500 feet of additional 12-foot lane widening and 500 feet of taper distance.

#### **WORK TASK 9--- SR-16 SOUTHBOUND ON-RAMP IMPROVEMENT PLANS**

Develop road plans for the construction of a widened SR-16 southbound on-ramp. The existing ramp will be widened to two lanes for a minimum distance of 200 feet and an additional 500 feet of merge/taper distance dependent on WSDOT requirements.

#### **WORK TASK 10--- SR-16/BORGEN BOULEVARD NW INTERCHANGE DESIGN REPORT AND CONCEPTUAL PLANS**

It is understood that this work task will be dynamic as all work is subject to WSDOT review and approval. It is assumed that submittals to WSDOT are limited to two submittals and two revisions only. Changes requested by WSDOT or the City thereafter will be considered extra work.

This work task will include the preparation of an interchange design report for proposed work in WSDOT right-of-way. The design report will include the development of preliminary and final drainage plans and a final drainage report for all work within WSDOT right-of-way. The design report will also include the preparation of preliminary and final channelization plans for all proposed improvements to be done within WSDOT right-of-way. The report will include all four of the SR-16 ramps and the roundabouts.

This work task will also include the development of an Interchange Plan for Approval (IPA) for a proposed new interchange design. It will review and develop long range concepts for the development of a single point urban interchange (SPUI) at this interchange. An alignment plan for each of the four SR-16 ramps will be established using a conceptual SPUI design that meets WSDOT design criteria as well as storage volume criteria established in the 2005 Comprehensive Plan Amendment SEIS. Tentative signal system criteria will be reviewed and documented.

Alignments for Phase 1 ramp widening work will be developed as well as alignments for ramps using an ultimate design concept which at this time is a SPUI concept. Cross sections will be run for each and compared to one another to determine if Phase 1 work can be made compatible with the ultimate design.

Plans will be developed to the 15% completion stage for a SPUI to replace the two existing roundabouts at this interchange. The conceptual plan will also look at what work can be done to minimize throw away work at this interchange.

Long range concepts such as the development of new lanes in SR-16 where the ultimate HOV lanes will reside will be studied. Project limits, geometric design criteria, a tentative roadway section, and a cost estimate will be developed for the HOV widening concept. Additional review of the existing bridge plans will be made after a tentative SPUI design is developed to determine how much of the existing bridge structure can be used for the SPUI design. A tentative drainage plan will be developed that would accommodate additional storm water runoff that would be created if paving in the future HOV lane locations was to occur.

A project analysis report will be needed for this project. This work task will document all design deviations that will need to be reviewed and approved by WSDOT. The existing roundabouts do not meet current design standards and will require a deviation. The existing ramps are adjacent to wetlands and it is likely that design deviations will be requested to minimize impacts to wetlands and wetland buffer areas. This work task is limited to two submittals to WSDOT and two revisions. Changes requested by WSDOT or the City thereafter may be considered extra work.

This work task will also include the development of plans to the 100% completion stage for the re-stripping of the existing bridge over SR-16 from two lanes to three lanes.

The survey work will include the complete survey of the existing bridge structure to establish criteria for the feasibility of widening this structure in the future to accommodate a SPUI. Survey and base mapping work for the SR-16 mainline and existing bridge structure will be included in this work task.

#### **WORK TASK 11---ENVIRONMENTAL DOCUMENTATION AND PERMITTING**

This work task will prepare environmental documents and reports for the overall project and associated work tasks with the assumption that federal funds may be used for the project in the future. It is assumed for work scope purposes that a Categorical Exclusion will be issued for this project which will require the completion of disciplinary reports and technical memorandums to meet environmental documentation requirements.

A Documented Categorical Exclusion (DCE) will be prepared that meets the requirements of the National Environmental Policy Act (NEPA). The discipline reports and technical memorandums prepared for the DCE will also be used to prepare the Checklist for compliance with the Washington State Environmental Policy Act (SEPA). The following work elements describe the tasks necessary to prepare the DCE according to WSDOT's 2001 Environmental Procedures Manual and the Local Agency Guidelines

(LAG) Manual. This work will cover the entire project as previously defined in the Scope of Services for this project.

The environmental work will also include the City's Municipal Code to include Title 18 for the SEPA document. The conditions established in the City's Critical Areas Ordinance will be addressed in the project's environmental documentation as well.

### **NEPA and DCE Framework and DCE Scoping**

- Coordinate with the City and prepare a Statement of Purpose and Need for the Project. The Statement of Purpose and Need will identify the proposed action, concisely identify and characterize the specific problems that the proposed action is intended to address, and demonstrate why the study limits and study area boundaries are logical.

The Statement of Purpose and Need will be reviewed once by the City and other agencies. Review comments will be consolidated into a single document by the City, and revisions to the draft Statement of Purpose and Need will be incorporated by DEA into a final Statement of Purpose and Need for inclusion in the DCE. It is anticipated that other agencies such as Pierce County, WSDOT, and FHWA may also review this and other environmental products;

- Conduct an informal scoping meeting with agency staff to solicit input on the project and the discipline reports/technical memorandums and arrange, prepare for, and conduct one agency-scoping meeting. The meeting format is expected to include a presentation by DEA covering the proposed action. This presentation will be followed by an informal question and answer period;
- Send out copies of the project information packet and meeting agenda to federal, state, and local agencies; affected jurisdictions; and local officials DEA prior to the scoping meeting;
- Coordinate scheduling of the meeting with City and arrange for set-up and take-down of displays provided at the meeting location;
- Prepare minutes of the agency scoping meeting;
- Provide preparation of materials for one agency scoping meeting; arrangement of and attendance at agency scoping meeting; 20 copies of the information packet and fact sheet; sign-in sheets; copies of fact sheets, handouts, mailings, announcements, and other written information provided; meeting minutes summarizing key issues, pertinent information, and comments received from the agencies and jurisdictions; and a list of agencies that attended or were consulted;

### **Discipline Studies**

For this work task, DEA will:

- Prepare a description of the project and supporting graphics for use in each of the discipline reports and technical memorandums. The project description will identify other alternatives that have been eliminated from detailed study.

The draft description of the project will be reviewed once by the City. Review comments of the City will be combined into a single document by the City, and the project description will be revised once by the DEA into a final description for inclusion in the discipline reports and technical memorandums.

- Develop information to assess the environmental consequences of the project, and opportunities for mitigation of adverse impacts. The discipline reports and technical memorandums prepared as part of this task will provide the basis for preparation of the Final ECS. Only one project alternative will be evaluated in the discipline reports and technical memorandums.
- Prepare discipline reports and technical memorandums using the format identified in the WSDOT Environmental Procedures Manual. This format will summarize the results of coordination with Federal, State, City, and local agencies; describe the methodology used to assess impacts; identify the affected environment; predict and analyze the construction-related (short-term) and operational (long-term) impacts (including direct, indirect, and cumulative) of the project implementation; and identify opportunities and measures for mitigating significant adverse impacts.
- Assume that draft discipline reports will be prepared for air quality; noise; soils and geology; groundwater; surface water quality and quantity; wetlands; biological resources, including plants, animals, fish, and threatened and endangered species; traffic and transportation; cultural, historic and archaeological resources; and land use, recreation, Section (6f) and Section 4(f).
- Assume that draft technical memorandums will be prepared for hazardous materials and socioeconomic including environmental justice. If additional discipline reports or technical memorandums are identified during the scoping process or public outreach meeting, DEA will prepare a supplemental scope of work and cost estimate.
- Draft discipline reports and technical memorandums will be reviewed for format, style, clarity, and consistency by the City. DEA's senior scientists will review the documents for substantive content and technical accuracy. Five copies of each draft discipline report and technical memorandum will be provided for review by the City and WSDOT.
- Discipline Reports and technical memorandums will be submitted as they are completed. Reports and memorandums may be submitted as individual documents and will be reviewed by the City of Gig Harbor and WSDOT individually. This scope and budget plans for up to three (3) review cycles with minor editing required for each review.

The discipline reports will follow the general criteria discussed below.

### Geology and Soils

Landau Associates will provide the subsurface data collected for the preliminary engineering analysis will be used as a basis for preparing the soils and geology discipline

report. No additional borings will be drilled specifically for the discipline report. The discipline report will include an existing conditions section that will describe subsurface conditions, project geology, tectonics and seismicity, geologic hazards, and sensitive areas. The discipline report will also include a discussion of geotechnical impacts in relation to each element of the affected environment (direct, indirect, and cumulative impacts) as well as impacts during construction. Mitigation measures will be proposed to offset potential impacts.

### Air Quality

The project may receive federal funding; therefore the project must comply with conformity requirements. Conformity requirements apply to projects that reside in a maintenance area for Carbon Monoxide (CO). The Clean Air Washington Act (CAWA) of 1991 (Revised Code of Washington 70.94) requires transportation plans, programs and projects to be consistent with the State Improvement Plan (SIP) to improve air quality in areas where federal air quality standards are not met or in maintenance areas. As part of the discipline report, Environalysis will perform an air quality analysis to demonstrate project conformity that the proposed transportation project does not cause or contribute to existing air quality problems. The conformity demonstration provides an analysis that evaluates compliance with existing air quality control plans and programs, identifies whether the proposed project will present air quality impacts to the existing environment and identifies mitigation measures that must be employed to minimize impacts to the existing environment. A conformity determination must be made based on the “hot-spot” modeling analysis conducted on high Level of Service (LOS) and high volume intersections. A finding of conformity is met when the proposed project does not:

- Cause or contribute to any new violation of federal air quality standards.
- Increase the frequency or severity of any existing violation of federal air quality standards.
- Delay timely attainment of federal air quality standards.

The air quality discipline report will summarize the results from the conformity analysis. The report will include a general discussion of the existing air quality within the project vicinity, key pollutants of concern and pollution sources, the long-term impacts from changes in vehicular traffic operating on the roadway will be discussed, and how the proposed project will have an impact on air quality. The project will be evaluated for up to a maximum of three intersections. Air quality impacts from construction activities and vehicles operating on the roadway will be evaluated qualitatively. Temporary air quality impacts during construction will be examined, and mitigation measures to control fugitive dust will be discussed referencing the Memorandum of Agreement with the Puget Sound Clean Air Agency regarding fugitive dust in Short Term Mitigation measures.

### Water Resources

This discipline report will discuss impacts to surface waters, floodplains, and groundwaters within the project area. The discipline report will identify McCormick



Creek in the study area that may be affected by the project. As part of the Existing Conditions, a description of their general hydrologic characteristics and overall water quality will be prepared. The water quality analysis will identify streams that are on the Section 303(d) list and describe their limiting parameters. Important aquatic resources will be determined from available literature and information obtained from resource agencies.

Current Federal, State, and local stormwater management requirements will be identified that would apply to the project. Potential stormwater quantity and quality treatment measures that may be used will be identified. Meetings will be conducted with City of Gig Harbor and with selected resource agencies. Emphasis will be placed upon determining stormwater treatment requirements that are realistically foreseeable as a result of changing stormwater management regulations. Opportunities for retrofit of existing facilities to improve water quality and runoff will be assessed and identified.

Long-term annual pollutant loads to creeks will be estimated using the methods described in the WSDOT Highway Water Quality Manual (WSDOT, 1988). Those methods rely on predictions of average daily traffic, determinations of highway length and change in impervious surfaces, and relationships established by long-term highway runoff studies in Washington. No flow or water quality data will be collected.

Cumulative effects on water quality will consider the potential for additional sediment delivery based on information in existing watershed. General secondary and/or cumulative impacts of the project on surface waters will be identified.

Potential mitigation measures for stormwater quantity and quality impacts will be identified, as appropriate.

Existing data describing floodplains will be identified and collected from a variety of jurisdictions. Sources of information include National Flood Insurance Program (NFIP) maps, Federal Emergency Management Agency (FEMA) maps, the City's floodplain mapping, and county floodplain or floodway information. For the project, areas lying within both floodways and 100-year floodplains will be plotted to show areas of potential impact. Mitigation measures, such as compensatory storage, will be identified where impacts occur.

Subsurface data collected for the preliminary engineering analysis will be used as a basis for preparing the groundwater section of the water resources discipline report. The discipline report will include an existing conditions section that will describe subsurface conditions, the groundwater flow regime and current water use and users. The discipline report will also include a discussion of hydrogeological impacts in relation to each element of the affected environment (direct, indirect, and cumulative impacts) as well as impacts during construction. Mitigation measures will be proposed to offset potential impacts.

## Fisheries, Wildlife, and Vegetation

### Upland Vegetation and Wildlife

- The report will identify documented sensitive wildlife, plant, and habitat occurrence from existing sources including the U.S. Fish and Wildlife Service

(USFWS), Washington Department of Fish and Wildlife Priority Habitats and Species program, Washington Department of Natural Resources (DNR) Natural Heritage Information System, and local jurisdiction's inventories. The analysis will address federal and state-listed threatened and endangered plants and animals, as well as other species of special concern that could be present in the study area. Areas affected under each alternative will be identified and estimated using drawings from preliminary engineering designs.

- The methods of the analysis, existing conditions, and projected impacts for the project in upland vegetation and wildlife will be included in the discipline report. The report will identify direct, indirect, and cumulative effects on wildlife and terrestrial habitat. The report will identify opportunities to mitigate potential significant impacts. The report will identify any required permits from federal, state, or local agencies.

#### Fisheries

- The discipline report section on fisheries will describe major stream systems in the study area. Stream conditions in the project area will be evaluated using information available in published sources, project maps and databases, data available from resource agencies, and information collected during an on-site investigation. The affected environment section will include description of watersheds, stream systems, fish species presence, status of salmonid (salmon and trout) species/stocks, and general fish habitat conditions and limitations. The report will focus primarily on salmonids, but will also address other fish species that are protected or of concern. The report will also provide the information for preparation of the Biological Assessment in the appropriate format. As each project element is developed, this information will need to be updated with current, location-specific information from NOAA Fisheries, U.S. Fish and Wildlife Service, and Washington State Department of Fish and Wildlife databases.
- The discipline report will evaluate potential projects impact on fish populations. Potential impacts will be assessed at a level of detail matching that of the project plans and descriptions. The assessment will include direct, indirect, and cumulative effects on fish and aquatic systems. Opportunities to implement mitigation measures to avoid and reduce impacts to fish and aquatic habitat will be identified. Required permits from federal, state, and local agencies will be identified.

#### Biological Assessment

- Based on the Fisheries, Wildlife and Vegetation discipline report, a biological assessment will be prepared to address Section 7 of the Endangered Species Act (ESA). This report will assess impacts to proposed/listed endangered and threaten species within the study area. The consultant shall prepare drafts of the BA for review and comment by the WSDOT and resource agencies. The consultant assumes up to three rounds of review may be required.

## Wetlands

Identification and mitigation of wetlands work will follow Federal, State and City criteria including the City's wetland ordinance 1036 and the City's critical area ordinance.

Preliminary identification of on-site wetlands will be based on review of the USFWS National Wetland Inventory, DNR, Natural Heritage Information System, and local jurisdiction wetland inventories. Wetland boundaries will be delineated during an on-site investigation utilizing methods described in the U.S. Army Corps of Engineers' 1987 Manual and the Department of Ecology's 1997 Washington State Wetlands Identification and Delineation Manual. A wetland functional assessment will be performed.

For the project area, total areas of wetland impact will be calculated based on design drawings and the surveyed and mapped boundaries of the delineated wetlands. Mitigation opportunities will be discussed and potentially required permits will be identified.

## Noise

The noise analysis for this project will follow WSDOT Noise Abatement policy guidelines. Environmental analysis will provide a noise assessment of whether the proposed project will present noise impacts to sensitive receptors near the project area and whether noise abatement will be required to minimize impacts to the existing environment. If noise impacts are expected, noise-reduction measures that are determined by the state highway agency and FHWA to be practicable, reasonable, and acceptable to the public must be incorporated into the project. The noise analysis will follow the WSDOT Traffic Noise Analysis and Abatement Policy and Procedures Manual which is a document that provides guidance and criteria for conducting traffic noise impact and mitigation analyses consistent with federal highway traffic noise standards in 23 CFR 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise. Background measurements will be obtained at up to 5 measurement locations. Project impacts will be assessed at these locations utilizing the Traffic Noise Model. The noise discipline report will summarize the results of the noise analysis and determine whether noise abatement is required.

## Hazardous Materials and Wastes

Landau Associates will prepare a hazardous materials technical memorandum consistent with the requirements in WSDOT's Environmental Procedures Manual. The hazardous materials and wastes review will consist of research of historical sources and environmental agency records. Historical sources will include historical aerial photographs available from WSDOT archives and historical fire insurance maps (Sanborn maps), where available, for selected portions of the corridors. Environmental agency records to be reviewed will include, subject to availability, the following databases:

- Federal NPL Site List and CERCLIS List
- Federal RCRA TSD Facilities List
- Federal RCRA TSD Generators List
- Federal ERNS List

- Washington State's Lists of Hazardous Waste Sites Identified for Investigation or Remediation (NPL and CERCLIS Equivalents)
- Washington State's Landfill or Solid Waste Site Lists
- Washington State's Leaking UST Lists
- Washington State's Registered UST Lists

To complete the review of these records, the services of a professional environmental data retrieval service will be used.

Limited site reconnaissance of sections of the corridor where historical or environmental agency records indicate the possible presence of hazardous wastes or hazardous substances, including petroleum products, will be performed. The site reconnaissance will not include any subsurface investigations or sampling of environmental media. Specific hazardous material surveys will not be performed. Locations within identified alignments where possible hazardous building materials are present will be noted. Properties with identified or potential hazardous wastes or hazardous substances, including petroleum products, that exceed de minimis quantities, will be displayed in map form. If the presence of potential hazardous material sites is identified during site reconnaissance or during geotechnical investigations, a work scope and budget modification will be needed to evaluate this information.

Short- and long-term impacts related to conditions identified by the review will be identified. Mitigation measures for these impacts will also be identified.

#### Farmland Resources

It is not anticipated that farmland resources will be an environmental issue that needs to be considered for this project. No work is included in this sub-task at this time.

#### Land Use, Recreation and Section 4(f) and 6(f) Resources

Existing and future land uses in project area will be identified from the City's Comprehensive Plan. Potentially affected resources and infrastructure will be identified and estimated. Impacts on future growth will be discussed for the project.

Existing and planned publicly owned parks, trails, and recreational facilities; significant privately owned recreational facilities; and known Section 4(f) and Section 6(f) resources (involves IAC funds) will be identified from local park and recreation comprehensive plans. Potentially affected resources and the areas of effect will be identified and estimated. Potential construction and operational impacts on parks and recreation facilities will be discussed for the project.

The scope of work and cost estimate assumes that no Section 4(f) and 6(f) resources are impacted. If Section 4(f) or 6(f) resources are found to be impacted by the project, DEA shall prepare a Section 4(f) Evaluation under Section 4(f) of the Department of Transportation Act or an Environmental Impact Assessment (EIA) under Section 6(f) of the Land and Water Conservation Fund Act of 1965, as an extra service.

## Historical and Cultural Resources

Northwest Archaeological Associates will address archaeological resources, historic buildings and structures, and traditional cultural places, using four tasks: archival review, consultation, field reconnaissance, and discipline report preparation. This phase is an identification effort only; any archaeological resources and/or traditional cultural places that are identified that may be significant would need to be evaluated in a second phase if they could not be avoided. If a significant cultural resource cannot be avoided, mitigation would need to be developed by a professional archaeologist in consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP).

It is assumed that there are no historic buildings or structures within the limits of the project.

**Archival Review:** Pertinent literature on the archaeology, ethnography, and history of the project areas would be reviewed to determine the existence of archaeological sites and to determine the probability for archaeological resources and traditional cultural places in the project area. Previous cultural resources studies, historic buildings and structures inventories, ethnographies, local histories, historic maps, as well as records held by the DAHP and Pierce County Office of Cultural Resources would be consulted.

**Agency/Tribal Consultation:** The Puyallup and Squaxin Suquamish Indian Tribes and Washington Department of Archaeology and Historic Preservation (DAHP) will be formally notified of the project Section 106 consultation through a letter from WSDOT. The consultant will be responsible for drafting the notification letter required to initiate this process. Prior to submittal to WSDOT, the Consultant will submit notification letter for review/comment and final approval by the City.

**Field Reconnaissance:** A systematic field reconnaissance would be conducted to identify previously recorded and/or unrecorded archaeological sites within the limits of project work. Any new site that is discovered would be mapped, photographed, and recorded on Washington State's Archeological Inventory forms and submitted to the DAHP for Smithsonian numbers.

Rights-of-entry would be provided by the City. If the project area is not readily identifiable using maps, knowledgeable personnel regarding project area boundaries may be asked to accompany the archaeologist in the field.

**Discipline Report:** A discipline report would be prepared; describing cultural resources identified in the project area, which meets state and federal standards for reporting as outlined in the guidelines provided by the State Office of Archaeology and Historic Preservation, and is consistent with the WSDOT Environmental Procedures Manual. The report would include summary background information appropriate to a cultural resources assessment of the project area, including environment, previous cultural resources studies; ethnography/ethnohistory, and history; listing of historic buildings and structures that may be affected by the project, methodology and results of the investigation, and a map of located archaeological sites and historic buildings and structures.

Recommendations would be extended for any archaeological sites that may be significant or historic buildings and structures that require inventorying or may be significant.

## Socioeconomic and Environmental Justice

The Affected Environment description will identify and describe development patterns along the project corridor, demographics, community character, and community/social resources. The description will be based on existing documentation, Census data, and personal interviews with local government staff. PSRC data for Forecast and Analysis Zones and data from other existing sources will be used to describe baseline conditions and trends in population, housing, employment, development, and level of economic activity within the study area.

The environmental consequences analysis will assess potential direct and indirect impacts on the area during construction and operation. Impacts will be described by project segment, and will include discussion of such potential impacts as changes in quality of life, barriers to social interaction, impacts to community resources, and effects on safety and security. The Mitigation discussion will identify measures to minimize the identified social/neighborhood impacts. Consultation with relevant local government staff will occur to assist in the identification of reasonable and acceptable mitigation measures.

The analysis will also include identifying whether there are minority or low income populations disproportionately affected by the project. These impacts may come from air, noise, and water pollution, soil contamination, destruction or disruption of man-made or natural resources, destruction or disruption of aesthetic values, destruction or disruption of community cohesion or a community's economic vitality. Consideration will be given to individual and cumulative effects.

## Traffic and Transportation

This discipline report will include an analysis of future traffic conditions (year 2030) along the project. Existing studies and reports previously prepared for the project will be used and modified for this task.

## **CE Documentation**

### Prepare Preliminary ECS

In this Work Element an Environmental Classification Summary (ECS) will be prepared in accordance with requirements in the Local Agency Guidelines (LAG Manual) for preparation of a NEPA DCE. DEA will prepare a preliminary ECS using the information from the discipline reports. The ECS will be submitted with the Project Prospectus and Local Agency Agreement to the Region Local Programs Engineer for internal review.

### Prepare Final ECS

- After reviewing comments from WSDOT and the City on the preliminary ECS, DEA will prepare a Final ECS.
- The Final ECS will be submitted to the Region Local Programs Engineer for FHWA's final concurrence. The Final ECS will be sent to resource agencies for information and coordination purposes.

## **SEPA Documentation**

### Draft SEPA Checklist

DEA will prepare a draft SEPA checklist based substantially upon the discipline reports prepared for the NEPA DCE. The checklist will follow the City's adopted SEPA Procedures.

The Draft SEPA checklist will be submitted to the City for one round of review and comments. The City will compile the comments from the various reviewers into a single set of comments and transmit them to DEA who will revise the checklist based on the comments.

### Final SEPA Checklist

DEA will submit a Final SEPA checklist to the City for use in preparing a threshold determination as required under SEPA. The City shall be responsible for preparing, publishing, and documenting the threshold determination.

### Respond to Comments

The SEPA process allows for public comment on the threshold determination issued by the City. Since the number and nature of comments cannot be determined in advance, DEA shall provide responses for up to fifty total comments from the public. The level of effort in responding assumes that no new research is necessary, but that clarifications and restatements of existing information are sufficient.

## **Public Outreach**

### Supplemental Public Meeting

At the City's request, DEA shall assist and coordinate a public meeting after completion of the discipline reports. One purpose of the meeting is to disclose to the public what was discovered during preparation of the reports. DEA shall prepare up to six display boards for use at the public meeting. Additional materials for distribution to the public will include a project foldout illustrating key issues, a schedule, and opportunities for involvement. DEA shall prepare up to 100 foldouts for distribution at the meeting. Representatives of each of the key environmental disciplines along with key engineering staff shall attend the meeting and be available to answer questions. The City shall arrange for and advertise the location of the meeting.

### Additional Public Outreach

At the City's request, DEA will be available to address up to three community meetings involving local agencies, private companies, or non-governmental entities. The purpose of the addresses shall be to inform the entities of the project and solicit input on the environmental and engineering issues. These meetings are less formal than public meetings and are usually a regularly scheduled meeting of the entity requesting the presentation. DEA's Project Manager and the Lead Environmental Manager shall be available to attend and address the three meetings.

## **Stream Relocation & Wetland Mitigation Plan**

### Draft McCormick Creek Relocation Plan

The relocation of McCormick Creek in the vicinity of SR-16 and Borgen Boulevard NW is a possible requirement to accommodate road widening and related storm drainage improvement work. This task will develop a stream relocation plan for McCormick Creek. The overall stream relocation mitigation plan would be subject to review by regulatory agencies, including the Washington Department of Fish and Wildlife (WDFW), U.S. Army Corps of Engineers (Corps), Washington State Department of Transportation (WSDOT), and Washington State Department of Ecology (Ecology). The relocation plan will be developed in stages to incorporate feedback from the appropriate entities at 10% and then 30% to gain concurrence early in the design phase.

### Final McCormick Creek Relocation Plan

This task includes a final stream relocation plan for McCormick Creek. The final plan will fulfill the WDFW, Corps, WSDOT and Ecology regulatory requirements and conditions for project permitting and construction.

### Wetland Mitigation Plan

A wetlands mitigation plan will be prepared to address the project's impacts to wetland areas. The draft mitigation plan is subject to review by WDFW, Corps, WSDOT, and the Department of Ecology. The mitigation plan will be developed in stages to incorporate feedback from the appropriate entities at 10% and then 30% to gain concurrence early in the design phase.

This work task will include time to investigate only two potential wetland mitigation sites to determine if they may be suitable for development as a wetland mitigation area. Task effort includes field review by an environmental scientist and survey staff.

### Final Wetland Mitigation Plan

This task includes a final wetlands mitigation plan for wetland areas impacted by the project. The final plan will fulfill the WDFW, Corps, WSDOT and Ecology regulatory requirements and conditions for project permitting and construction.

## **Environmental Permits**

This task includes the preparation and submittal of the Joint Aquatic Resource Permits Application (JARPA) to the appropriate regulatory agencies in order to obtain the environmental permits for project construction. Permits include:

- Gig Harbor Critical Areas review
- Pierce County Critical Areas review
- Washington Department of Fish and Wildlife Hydraulic Approval Permit (if stream relocation is required)
- US Army Corps of Engineers 404 permit



- Department of Ecology 401 Water Quality Certification

It is assumed that the City will be responsible for all permit application fees.

### **WORK TASK 12 PUBLIC MEETINGS AND INVOLVEMENT**

This work task involves providing information to the public and interested agencies about the project and its status. This work task is designed such that stakeholders, representative decision-makers and affected property owners have a forum in which to provide input into the project design and construction. Meetings would include project applicants, utilities, adjacent property owners or developers, WSDOT staff, City staff, WDFW, DOE, COE, FHS staff and their consultant(s) and other project stakeholders as applicable. DEA will not expend efforts or work hours beyond those specifically noted in Work Task 12 without the authorization of the City. Work beyond the time or fees allocated in Work Task 12 in Exhibit E will be considered extra work.

For this work task, DEA will:

- Attend or organize project stakeholders meetings. These meetings may include utility companies, other governmental agencies, and the general public. Eighty total work hours will be expended by the project manager with engineering support time provided by staff. Approximately 20 meetings will be attended throughout the duration of this agreement. It is anticipated that approximately four hours will be expended per meeting.
- Facilitate meetings with Gig Harbor Traffic Options Committee. The purpose of these meetings shall be to inform/update and solicit input from key stakeholders on the environmental and engineering issues surrounding the project. These meetings are informal and are scheduled quarterly throughout the project's duration. DEA's Project Manager and the Lead Environmental Manager shall be available to attend and address all meetings. One hundred and twenty total work hours will be expended by the project manager with engineering support time provided by staff. This provides for approximately 30 meetings or one every three weeks. It is anticipated that approximately four hours will be expended per meeting for the project manager.
- Organize and facilitate two public open houses. The first open house shall serve as a public input meeting where interested citizens can learn about the project and offer their comments on the project's preliminary environmental and design issues. The second open house is organized to provide the public with updated information on the project's final design and environmental consequences. DEA shall prepare up to six display boards for use at each meeting. Representatives from environmental disciplines along with engineering staff shall attend both meetings and will be available to answer questions. The City shall arrange for and advertise the location of each meeting. It is anticipated that approximately six hours will be expended per meeting for the project manager.
- Prepare and submit draft and final public outreach materials to the City for review and comment. Reviews and revisions beyond first draft submittal will be considered extra work. Outreach materials shall include: a total of two project newsletters and project updates to City's website every six months throughout the project's duration.

It is assumed that the City will provide the project webpage site location, design and maintenance. DEA will provide the text and graphics for all webpage updates. It is anticipated that approximately six hours will be expended per meeting for the project manager.

- Production and distribution of project newsletter. The City will provide the mailing list for project newsletter. DEA will be responsible for printing and mailing no more than 500 newsletters US First Class Mail. A digital high resolution pdf of each newsletter will be submitted for posting to the webpage.

### **SUBCONSULTANT SERVICES**

DEA will retain subconsultant services with the concurrence of the City to provide technical support. It is anticipated that subconsultant services will include the following: underground utility location company; a geotechnical firm to develop studies for both soils analysis and Phase 1 environmental work; noise and light subconsultant; archeological subconsultant, a subconsultant to review and possibly rewrite the City's CERB grant and others as required to complete the project.

It is noted that the geotechnical work performed will be adequate only for Phase 1 work. Additional geotechnical work will be needed for future phases of work and in particular bridge design work.

### **MANAGEMENT RESERVE FUND**

This is contingency work that is unknown to the City or DEA at the time of contract execution but may be required to complete work on the project. Work tasks that may be required in the future include the following:

- Work that needs review and approval by WSDOT beyond the two submittals and two re-reviews provided for in the Scope of Services;
- Provide for a Value Engineering (VE) study that may be requested by the City or an outside funding agency;
- Provide for additional environmental or permitting services to complete work that may be required by a review or permitting agency that is not provided for within this Scope of Services; and
- Provide for additional work that may be requested by the City for stakeholders groups such as the North Gig Harbor Traffic Options Committee and is not provided for within this Scope of Services.

It is understood that no work will be done by DEA that would use Management Reserve Fund monies unless DEA is authorized to do so in writing by the City.

### **EXCLUSIONS**

The following work tasks are not included in this Scope of Work:

1. Right-of-way acquisition, preparation of legal descriptions, easements, or similar work, obtaining property title reports, setting property corners or doing other survey work that would require the filing of a Record of Survey.
2. Additional design or survey work for WSDOT, or providing them with engineering information or data that has not already been developed under the scope of work for this project with the City. This includes additional survey work that WSDOT may request.
3. Negotiations with impacted utilities for utility placement or mandating that utilities provide DEA with utility location information for the development of the project plans. DEA will act on behalf of the City but it is understood that only the City has the authority to require the utilities to cooperate and provide requested information.

This Scope of Services identifies exclusions and assumptions to which DEA has relied in determining DEA's effort, fee, scope, and schedule for the project. DEA and the City agree to renegotiate these terms in the event an assumption or exclusion becomes invalid.

### **SERVICES PROVIDED BY THE CITY**

The City will:

- Obtain permission to access onto adjoining private properties for project design purposes.
- Provide all available record drawings for utility plans, road and storm drainage plans, or other engineering plans to DEA.
- Provide the most recent copies of Assessor-Treasurer's maps and current title reports for the development of the project's right-of-way plans.
- Provide all available maps, plans, deeds, and other documents not available from other sources to DEA.
- Provide current design standards and criteria in published form and in electronic format if needed by DEA.
- Provide all standards details needed for the project in electronic format compatible with AutoCAD 2005.
- Provide current storm drainage standards and criteria in published form and in electronic format if needed by DEA.
- Review all submittals made to the City within 10 working days and return them to DEA with written comments regarding needed changes or revisions.

### **PROJECT COMPLETION**

DEA will begin work on the project immediately after receipt of a written notice to proceed from the City. Delivery dates noted herein are based on the assumption that review agencies make timely reviews and unusual or substantial mitigation measures are not required. It is assumed that WSDOT also make timely reviews and that they do not require unusual or substantial improvements to their facilities that were not contemplated in this scope of services. It is assumed that utility companies provide timely responses to requested information including "field pot-hole" elevation information.

It is anticipated that some work tasks such as the interchange design report, City representation, and coordination work with WSDOT will continue on into Phase 2 work and will be done by DEA for the City.

It is anticipated that Phase 1 work will last until approximately March, 2008 or approximately 380 working days. Actual calendar days will be partially dependent upon receiving a written notice to proceed from the City and other delays that are outside the reasonable control of DEA.

**Exhibit A-2**  
**Scope of Work**  
**(Task Order Agreement)**

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. See Exhibit A which includes defined

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- B. Work tasks 1 through 12

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- C.

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- D.

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- E.

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- F.

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Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

# Formal Task Assignment Document

Task Number N/A

The general provisions and clauses of Agreement \_\_\_\_\_ shall be in full force and effect for this Task Assignment

Location of Project: See work descriptions in attached Exhibit A

Project Title: City of Gig Harbor General Engineering Services Contract

Maximum Amount Payable Per Task Assignment: \_\_\_\_\_

Completion Date: December 31, 2008

### Description of Work:

(Note attachments and give brief description)

See attached Exhibit A. Upon execution of the agreement, it is understood that work is authorized to begin on all work tasks.

Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Letter Dated: \_\_\_\_\_

Consultant Signature: Michael Clark Date: 10/27/06

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_



# Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

David Evans and Associates, Inc. certifies that the Disadvantaged Business  
Name of Bidder

Enterprise (DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

| Name of DBE Certificate Number                      | Project Role *<br>(Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider) | Description of Work                                | Amount to be Applied Towards Goal ** |
|---|---|--|--------------------------------------|
| 1. Northwest Archaeological Associates (ZF2604-662) | Subcontractor   | Historical and Cultrual discipline report for NEPA |                                      |
| 2.  |   |  |                                      |
| 3.  |   |  |                                      |
| 4.  |   |  |                                      |
| 5.  |   |  |                                      |
| 6.  |   |  |                                      |
| 7.  |   |  |                                      |
| 8.  |   |  |                                      |
| 9.  |   |  |                                      |
| 10.   |   |  |                                      |

Disadvantaged Business Enterprise Subcontracting Goal: None Required DBE Total \$ \_\_\_\_\_ \*\*\*

\* Regular Dealer status must be approved by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.  
 \*\* See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.  
 \*\*\* The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal or the average goal attainment of all bidders. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

## **Exhibit C**

### **Electronic Exchange of Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
  
- II. Any Other Electronic Files to Be Provided
  
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format

See exhibit A for project development format. All information developed for this project and paid for by the City of Gig Harbor becomes the property of the City.



**Exhibit D-3**  
**Payment (Negotiated Hourly Rate)**

At the request of the City of Gig Harbor, the following information is provided regarding overhead rates:

1a. The negotiated overhead rate, as referenced in paragraph XIV 1, shall be David Evans and Associates, Inc.'s 2005 audited Federal Acquisition Regulation (FAR) overhead rate of 173.31%.

## **Exhibit D-3**

### **Payment (Negotiated Hourly Rate)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct non-salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

CITY OF GIG HARBOR  
GENERAL ENGINEERING SERVICES - PHASE 1 WORK  
EXHIBIT E  
CONSULTANT FEE DETERMINATION  
SCHEDULE OF RATES AND ESTIMATED HOURS

| DAVID EVANS AND ASSOCIATES, INC<br>3700 PACIFIC AVENUE EAST, SUITE 311<br>TACOMA, WA. 98424 | Principal<br>In Charge<br>QA/QC | Project/Survey<br>Manager | Project<br>Engineer | Water Res.<br>Engineer | Nat. Res.<br>Manager | Environ.<br>Planner | Sr. Traffic<br>Engineer | Senior<br>Scientist | Environ.<br>Scientist | Envir.<br>Admin | CADD<br>Technician | Landscape<br>Architect | Landscape<br>Designer | Sr. GIS<br>Specialist | Project<br>Surveyor | Survey<br>Technician | 2-Person<br>Sur. Crew | Accounting<br>Manager | Clerical  |
|---|---------------------------------|---------------------------|---------------------|------------------------|----------------------|---------------------|-------------------------|---------------------|-----------------------|-----------------|--------------------|------------------------|-----------------------|-----------------------|---------------------|----------------------|-----------------------|-----------------------|-----------|
| <b>WORK TASK 1---PROJECT ADMINISTRATION and CITY REPRESENTATION</b>                         |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Coordinate with FHS's Design Consultant   |                                 | 20                        | 15                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 10        |
| Provide Project Management and Professional Engineering Supervision                         |                                 | 380                       | 120                 |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Develop and Update Project Schedule   |                                 | 20                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Provide Status Reports to the City  |                                 |                           | 20                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 20        |
| Prepare and Submit Invoices   |                                 | 20                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       | 20                    |           |
| Make Site Visits as Necessary   |                                 |                           | 40                  |                        | 20                   |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 20        |
| Provide Internal QA/QC  | 60                              | 20                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Assist City with Development of Funding Applications  |                                 | 20                        | 40                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       | 20        |
| <b>Task 1 Total</b>   | <b>60</b>                       | <b>480</b>                | <b>235</b>          | <b>0</b>               | <b>20</b>            | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>40</b>          | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>0</b>            | <b>0</b>             | <b>0</b>              | <b>20</b>             | <b>70</b> |
| <b>WORK TASK 2---UTILITIES COORDINATION</b>   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Contact Utilities and Coordinate Preliminary Design Information                             |                                 |                           | 10                  |                        |                      |                     |                         |                     |                       |                 | 10                 |                        |                       |                       |                     |                      |                       |                       |           |
| Meetings with Utility Company Representatives   |                                 | 4                         | 20                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 10        |
| update Project Plans One Time Only with New Utility Information                             |                                 | 4                         | 30                  |                        |                      |                     |                         |                     |                       |                 | 50                 |                        |                       |                       |                     |                      |                       |                       |           |
| <b>Task 2 Total</b>   | <b>0</b>                        | <b>8</b>                  | <b>60</b>           | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>60</b>          | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>0</b>            | <b>0</b>             | <b>0</b>              | <b>0</b>              | <b>10</b> |
| <b>WORK TASK 3---CANTERWOOD BOULEVARD NW--WEST SIDE IMPROVEMENT PLANS</b>                   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 4                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 3                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 4                   | 12                   | 10                    |                       |           |
| Preliminary Roadway Design  |                                 | 2                         | 10                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design   |                                 | 2                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design   |                                 | 1                         | 4                   |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details   |                                 | 1                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design and Signing Plans   |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 12                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       | 4                   | 12                   |                       |                       |           |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       | 2                   | 2                    |                       |                       |           |
| <b>Task 3 Total</b>   | <b>0</b>                        | <b>24</b>                 | <b>98</b>           | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>120</b>         | <b>8</b>               | <b>40</b>             | <b>0</b>              | <b>16</b>           | <b>26</b>            | <b>14</b>             | <b>0</b>              | <b>24</b> |
| <b>WORK TASK 4---CANTERWOOD BOULEVARD NW - EAST SIDE IMPROVEMENT PLANS</b>                  |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 4                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 5                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   | 12                   | 18                    |                       |           |
| Preliminary Roadway Design  |                                 | 2                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design   |                                 | 2                         | 40                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design   |                                 | 1                         | 4                   |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details   |                                 | 1                         | 40                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design and Signing Plan  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 32                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 24                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 16                     | 40                    |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 24                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 24                 |                        |                       |                       | 8                   | 24                   |                       |                       |           |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       | 4                   | 4                    |                       |                       |           |
| Blank   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| <b>Task 4 Total</b>   | <b>0</b>                        | <b>26</b>                 | <b>192</b>          | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>232</b>         | <b>16</b>              | <b>40</b>             | <b>0</b>              | <b>24</b>           | <b>40</b>            | <b>22</b>             | <b>0</b>              | <b>24</b> |
| <b>WORK TASK 5---ROUNDBOUT AND BYPASS DESIGN REPORT AND IMPROVEMENT PLANS</b>               |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 12                  |                      | 8                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 10                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 8                   | 24                   | 24                    |                       |           |
| Preliminary Roadway Design  |                                 | 40                        | 40                  |                        |                      |                     |                         |                     |                       |                 | 60                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design   |                                 | 4                         | 20                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design   |                                 | 8                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details   |                                 | 1                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design and Signing Plan  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 8                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 24                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Develop Geometric Design Criteria and Update Traffic Information                            |                                 | 100                       | 100                 |                        |                      |                     |                         |                     |                       |                 | 120                |                        |                       |                       |                     |                      |                       |                       |           |
| <b>Task 5 Total</b>   | <b>0</b>                        | <b>180</b>                | <b>280</b>          | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>256</b>         | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>20</b>           | <b>24</b>            | <b>32</b>             | <b>0</b>              | <b>24</b> |

CITY OF GIG HARBOR  
GENERAL ENGINEERING SERVICES - PHASE 1 WORK  
EXHIBIT E  
CONSULTANT FEE DETERMINATION  
SCHEDULE OF RATES AND ESTIMATED HOURS

| DAVID EVANS AND ASSOCIATES, INC<br>3700 PACIFIC AVENUE EAST, SUITE 311<br>TACOMA, WA. 98424 | Principal<br>In Charge<br>QA/QC | Project/Survey<br>Manager | Project<br>Engineer | Water Res.<br>Engineer | Nat. Res.<br>Manager | Environ.<br>Planner | Sr. Traffic<br>Engineer | Senior<br>Scientist | Environ.<br>Scientist | Envir.<br>Admin | CADD<br>Technician | Landscape<br>Architect | Landscape<br>Designer | Sr. GIS<br>Specialist | Project<br>Surveyor | Survey<br>Technician | 2-Person<br>Sur. Crew | Accounting<br>Manager | Clerical  |
|---|---------------------------------|---------------------------|---------------------|------------------------|----------------------|---------------------|-------------------------|---------------------|-----------------------|-----------------|--------------------|------------------------|-----------------------|-----------------------|---------------------|----------------------|-----------------------|-----------------------|-----------|
| <b>WORK TASK 6---SR 16 NORTHBOUND ON-RAMP IMPROVEMENT PLANS</b>                             |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 4                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 5                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 6                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 4                   | 16                   | 16                    |                       |           |
| Preliminary Roadway Design  |                                 | 2                         | 10                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design and Signing Plan --- See Task 10                                |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 12                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       | 4                   | 12                   |                       |                       |           |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       | 2                   | 2                    |                       |                       |           |
| <b>Work Task 6 Total</b>  | <b>0</b>                        | <b>24</b>                 | <b>46</b>           | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>56</b>          | <b>8</b>               | <b>40</b>             | <b>0</b>              | <b>16</b>           | <b>30</b>            | <b>21</b>             | <b>0</b>              | <b>24</b> |
| <b>WORK TASK 7 --- SR 16 NORTHBOUND OFF-RAMP IMPROVEMENT PLANS</b>                          |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 4                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 5                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 6                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 4                   | 16                   | 20                    |                       |           |
| Preliminary Roadway Design  |                                 | 2                         | 10                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design and Signing Plan --- See Task 10                                |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 12                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       | 4                   | 12                   |                       |                       |           |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       | 2                   | 2                    |                       |                       |           |
| <b>Work Task 7 Total</b>  | <b>0</b>                        | <b>24</b>                 | <b>46</b>           | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>56</b>          | <b>8</b>               | <b>40</b>             | <b>0</b>              | <b>16</b>           | <b>30</b>            | <b>25</b>             | <b>0</b>              | <b>24</b> |
| <b>WORK TASK 8 --- SR 16 SOUTHBOUND OFF-RAMP IMPROVEMENT PLANS</b>                          |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 4                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 5                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 6                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 4                   | 16                   | 16                    |                       |           |
| Preliminary Roadway Design  |                                 | 2                         | 20                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 1                         | 16                  |                        |                      |                     |                         |                     |                       |                 | 24                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 24                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 24                 |                        |                       |                       | 8                   | 24                   |                       |                       |           |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 16                 |                        |                       |                       | 4                   | 4                    |                       |                       |           |
| <b>Work Task 8 Total</b>  | <b>0</b>                        | <b>24</b>                 | <b>92</b>           | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>112</b>         | <b>8</b>               | <b>40</b>             | <b>0</b>              | <b>22</b>           | <b>44</b>            | <b>21</b>             | <b>0</b>              | <b>24</b> |
| <b>WORK TASK 9 ---SR 16 SOUTHBOUND ON-RAMP IMPROVEMENT PLANS</b>                            |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Establish Survey Control  |                                 | 3                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   |                      | 6                     |                       |           |
| Field Survey Work and Base Mapping Work   |                                 | 5                         |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 6                   | 16                   | 24                    |                       |           |
| Preliminary Roadway Design  |                                 | 2                         | 10                  |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Drainage Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 4                  |                        |                       |                       |                     |                      |                       |                       |           |
| Preliminary Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Drainage Design and Details --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Construction Cost Estimate  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Channelization Design --- See Task 10   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |           |
| Final Illumination Plans  |                                 | 1                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       |                     |                      |                       |                       |           |
| Final Landscape Plans   |                                 | 1                         |                     |                        |                      |                     |                         |                     |                       |                 |                    | 8                      | 40                    |                       |                     |                      |                       |                       |           |
| Final Special Provisions and Construction Bid Documents                                     |                                 | 4                         | 12                  |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 24        |
| Preliminary Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 12                 |                        |                       |                       | 4                   | 12                   |                       |                       |           |
| Final Right-of-Way Plans  |                                 | 2                         |                     |                        |                      |                     |                         |                     |                       |                 | 8                  |                        |                       |                       | 2                   | 2                    |                       |                       |           |
| <b>Work Task 9 Total</b>  | <b>0</b>                        | <b>22</b>                 | <b>46</b>           | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>56</b>          | <b>8</b>               | <b>40</b>             | <b>0</b>              | <b>18</b>           | <b>30</b>            | <b>30</b>             | <b>0</b>              | <b>24</b> |

CITY OF GIG HARBOR  
GENERAL ENGINEERING SERVICES - PHASE 1 WORK  
EXHIBIT E  
CONSULTANT FEE DETERMINATION  
SCHEDULE OF RATES AND ESTIMATED HOURS

| DAVID EVANS AND ASSOCIATES, INC<br>3700 PACIFIC AVENUE EAST, SUITE 311<br>TACOMA, WA. 98424     | Principal<br>in Charge<br>QA/QC | Project/Survey<br>Manager | Project<br>Engineer | Water Res.<br>Engineer | Nat. Res.<br>Manager | Environ.<br>Planner | Sr. Traffic<br>Engineer | Senior<br>Scientist | Environ.<br>Scientist | Envir.<br>Admin | CADD<br>Technician | Landscape<br>Architect | Landscape<br>Designer | Sr. GIS<br>Specialist | Project<br>Surveyor | Survey<br>Technician | 2-Person<br>Sur. Crew | Accounting<br>Manager | Clerical   |
|---|---------------------------------|---------------------------|---------------------|------------------------|----------------------|---------------------|-------------------------|---------------------|-----------------------|-----------------|--------------------|------------------------|-----------------------|-----------------------|---------------------|----------------------|-----------------------|-----------------------|------------|
| <b>WORK TASK 10 --SR 16 / BORGEN BOULEVARD NW INTERCHANGE DESIGN REPORT AND CONCEPTUAL PLAN</b> |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Prepare Interchange Design Report   | 0                               | 0                         | 40                  |                        |                      |                     | 60                      |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       | 20         |
| Prepare Interchange Plan for Approval with Two Revisions to WSDOT Comments (SPUI Design)        |                                 | 0                         | 220                 |                        |                      |                     | 180                     |                     |                       |                 | 140                |                        |                       |                       |                     |                      |                       |                       | 20         |
| BLANK   |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Investigate Development of HOV Lanes with Parallel Ramps  |                                 | 0                         | 140                 |                        |                      |                     | 100                     |                     |                       |                 | 80                 |                        |                       |                       |                     |                      |                       |                       | 20         |
| Prepare Re-striping Plan for Existing Bridge Based Upon Draft Interchange Plan                  | 0                               | 2                         | 8                   |                        |                      |                     |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       |            |
| Survey and Base Map SR-16 Mainline and Existing Structure                                       |                                 | 20                        |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       | 48                  | 68                   | 84                    |                       |            |
| Preliminary Channelization Plans  |                                 | 2                         | 80                  |                        |                      |                     | 18                      |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       |            |
| Final Channelization Plans  |                                 | 0                         | 52                  |                        |                      |                     | 8                       |                     |                       |                 | 84                 |                        |                       |                       |                     |                      |                       |                       |            |
| Preliminary Drainage Plans and Reports  |                                 | 40                        | 120                 |                        |                      |                     |                         |                     |                       |                 | 100                |                        |                       |                       |                     |                      |                       |                       |            |
| Final Drainage Plans and Report   |                                 | 16                        | 100                 |                        |                      |                     |                         |                     |                       |                 | 96                 |                        |                       |                       |                     |                      |                       |                       |            |
| Project Analysis for WSDOT for Roundabouts and Ramps  |                                 | 10                        | 160                 |                        |                      |                     | 110                     |                     |                       |                 | 120                |                        |                       |                       |                     |                      |                       |                       | 20         |
| <b>Work Task 10 Total</b>   | <b>0</b>                        | <b>90</b>                 | <b>920</b>          | <b>0</b>               | <b>0</b>             | <b>0</b>            | <b>476</b>              | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>720</b>         | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>48</b>           | <b>68</b>            | <b>84</b>             | <b>0</b>              | <b>80</b>  |
| <b>WORK TASK 11 -- ENVIRONMENTAL DOCUMENTATION</b>  |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Prepare Statement of Purpose and Need for Action  | 4                               |                           |                     |                        | 4                    | 16                  |                         |                     |                       |                 |                    |                        |                       | 40                    |                     |                      |                       |                       | 24         |
| Conduct Agency Scoping Meeting  |                                 |                           |                     |                        | 8                    | 8                   |                         | 8                   |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Prepare Project Description   | 8                               |                           |                     |                        | 8                    | 40                  |                         |                     |                       |                 |                    |                        |                       | 24                    |                     |                      |                       |                       |            |
| Geology and Soils Discipline Report   |                                 |                           |                     |                        |                      | 8                   |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Air Quality Discipline Report   |                                 |                           |                     |                        |                      | 8                   |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Water Resources Discipline Report   |                                 |                           |                     |                        | 2                    | 8                   |                         | 72                  |                       |                 |                    |                        |                       | 16                    |                     |                      |                       |                       | 16         |
| Fisheries, Wildlife and Vegetation Discipline Report  |                                 |                           |                     |                        | 4                    | 12                  |                         | 120                 | 24                    |                 |                    |                        |                       | 24                    |                     |                      |                       |                       | 16         |
| Wetlands Discipline Report  |                                 |                           |                     |                        | 4                    | 12                  |                         | 120                 | 24                    |                 |                    |                        |                       | 24                    | 24                  | 60                   | 80                    |                       | 16         |
| Biological Assessment   |                                 |                           |                     |                        |                      |                     |                         | 120                 | 24                    |                 |                    |                        |                       | 16                    |                     |                      |                       |                       | 16         |
| Noise Discipline Report   |                                 |                           |                     |                        |                      | 8                   |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Hazardous Materials and Wastes Discipline Report  |                                 |                           |                     |                        |                      | 8                   |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Land Use, Recreation and Section 4(f) and 6(f) Resources Discipline Report                      |                                 |                           |                     |                        | 2                    | 80                  |                         |                     |                       |                 |                    |                        |                       | 2                     |                     |                      |                       |                       | 2          |
| Historical and Cultural Resources Discipline Report   |                                 |                           |                     |                        |                      | 16                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Socioeconomic and Environmental Justice Technical Memorandum                                    |                                 |                           |                     |                        | 2                    | 40                  |                         |                     |                       |                 |                    |                        |                       | 2                     |                     |                      |                       |                       | 2          |
| Traffic and Transportation Discipline Report  |                                 | 100                       | 40                  |                        |                      |                     |                         |                     |                       |                 | 40                 |                        |                       |                       |                     |                      |                       |                       | 2          |
| Prepare Preliminary ECS   |                                 |                           |                     |                        | 12                   | 60                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 20         |
| Prepare Final ECS   |                                 |                           |                     |                        | 12                   | 30                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 20         |
| Draft SEPA Checklist  |                                 |                           |                     |                        | 12                   | 60                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 15         |
| Final SEPA Checklist  |                                 |                           |                     |                        | 2                    | 24                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 2          |
| Respond to Comments   |                                 |                           |                     |                        | 2                    | 24                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Supplemental Public Hearing   |                                 |                           |                     |                        |                      | 16                  |                         | 8                   |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Draft Stream Relocation Plan  |                                 |                           |                     | 40                     | 2                    | 12                  |                         | 120                 | 24                    |                 | 60                 | 120                    | 80                    | 16                    | 4                   | 8                    | 32                    |                       | 16         |
| Final Stream Relocation Plan  |                                 |                           |                     | 40                     | 2                    | 12                  |                         | 40                  | 24                    |                 | 60                 | 120                    | 80                    | 16                    |                     |                      |                       |                       | 16         |
| Investigate Two Wetland Mitigation Sites  |                                 |                           |                     |                        |                      | 16                  |                         | 16                  |                       |                 |                    | 8                      | 8                     |                       |                     |                      |                       |                       |            |
| Draft Wetland Mitigation Plan   |                                 |                           |                     |                        | 2                    | 12                  |                         | 120                 | 24                    |                 | 60                 | 120                    | 80                    | 16                    | 4                   | 8                    | 32                    |                       | 16         |
| Final Wetland Mitigation Plan   |                                 |                           |                     |                        | 2                    | 12                  |                         | 40                  | 24                    |                 | 60                 | 120                    | 80                    | 16                    |                     |                      |                       |                       | 16         |
| JARPA Permit  |                                 |                           |                     |                        | 4                    | 40                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 16         |
| <b>Work Task 11 Total</b>   | <b>12</b>                       | <b>100</b>                | <b>40</b>           | <b>80</b>              | <b>86</b>            | <b>566</b>          | <b>0</b>                | <b>784</b>          | <b>168</b>            | <b>0</b>        | <b>280</b>         | <b>488</b>             | <b>328</b>            | <b>212</b>            | <b>32</b>           | <b>76</b>            | <b>144</b>            | <b>0</b>              | <b>213</b> |
| <b>WORK TASK 12 -- PUBLIC MEETINGS AND INVOLVEMENT</b>  |                                 |                           |                     |                        |                      |                     |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       |            |
| Project Stakeholders Meetings   |                                 | 80                        | 40                  |                        | 10                   | 50                  |                         |                     |                       |                 |                    |                        |                       |                       |                     |                      |                       |                       | 8          |
| North Gig Harbor Traffic Options Committee  |                                 | 120                       | 40                  |                        | 20                   | 10                  |                         |                     |                       |                 | 20                 |                        |                       |                       |                     |                      |                       |                       | 20         |
| Public Outreach Meetings (Two Meetings)   |                                 | 12                        | 10                  |                        | 10                   | 60                  |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       | 8          |
| Environmental Development Informal Meetings (Two Meetings)                                      |                                 | 12                        | 10                  |                        |                      | 60                  |                         |                     |                       |                 | 8                  |                        |                       |                       |                     |                      |                       |                       | 8          |
| <b>Work Task 12 Total</b>   | <b>0</b>                        | <b>224</b>                | <b>100</b>          | <b>0</b>               | <b>40</b>            | <b>180</b>          | <b>0</b>                | <b>0</b>            | <b>0</b>              | <b>0</b>        | <b>36</b>          | <b>0</b>               | <b>0</b>              | <b>0</b>              | <b>0</b>            | <b>0</b>             | <b>0</b>              | <b>0</b>              | <b>44</b>  |
| <b>Total Hours</b>  | <b>72</b>                       | <b>1226</b>               | <b>2155</b>         | <b>80</b>              | <b>146</b>           | <b>746</b>          | <b>476</b>              | <b>784</b>          | <b>168</b>            | <b>0</b>        | <b>2024</b>        | <b>544</b>             | <b>568</b>            | <b>212</b>            | <b>212</b>          | <b>368</b>           | <b>393</b>            | <b>20</b>             | <b>585</b> |

**EXHIBIT E-1**  
**Consultant Fee Determination - Summary Sheet**  
**(Lump Sum, Cost Plus Fixed Fee, Cost Per unit of Work)**  
**CITY OF GIG HARBOR GENERAL ENGINEERING SERVICES AGREEMENT**

**David Evans and Associates, Inc.**

**Design**

| Classification                   | Estimated    | x | Estimated | = | Direct Salary | Salary range |         |
|----------------------------------|--------------|---|-----------|---|---------------|--------------|---------|
|                                  | Hrs.         |   | Rate      |   | Cost          | Min          | Max     |
| Principal in Charge              | 72           |   | \$70.00   |   | \$5,040.00    | \$50.00      | \$76.00 |
| Project Manager / Survey Manager | 1226         |   | \$60.00   |   | \$73,560.00   | \$50.00      | \$70.00 |
| Project Engineer                 | 2155         |   | \$45.00   |   | \$96,975.00   | \$35.00      | \$50.00 |
| CADD Technician / CADD Designer  | 2024         |   | \$26.00   |   | \$52,624.00   | \$22.00      | \$37.00 |
| Sr. Traffic Engineer             | 476          |   | \$60.00   |   | \$28,560.00   | \$40.00      | \$67.00 |
| Landscape Designer               | 568          |   | \$28.00   |   | \$15,904.00   | \$16.00      | \$28.00 |
| Environmental Planner            | 746          |   | \$31.00   |   | \$23,126.00   | \$29.00      | \$40.00 |
| Water Resources Engineer         | 80           |   | \$45.00   |   | \$3,600.00    | \$32.00      | \$45.00 |
| Natural Resources Manager        | 146          |   | \$62.00   |   | \$9,052.00    | \$40.00      | \$70.00 |
| Senior Scientist                 | 784          |   | \$35.00   |   | \$27,440.00   | \$25.00      | \$40.00 |
| Environmental Scientist          | 168          |   | \$31.00   |   | \$5,208.00    | \$15.00      | \$32.00 |
| Senior GIS Specialist            | 212          |   | \$25.00   |   | \$5,300.00    | \$22.00      | \$35.00 |
| Landscape Architect              | 544          |   | \$36.50   |   | \$19,856.00   | \$27.00      | \$38.00 |
| Project Surveyor                 | 212          |   | \$40.00   |   | \$8,480.00    | \$32.00      | \$58.00 |
| Survey Technician                | 368          |   | \$30.00   |   | \$11,040.00   | \$14.00      | \$30.00 |
| 2-Person Survey Crew             | 393          |   | \$48.00   |   | \$18,864.00   | \$25.00      | \$52.00 |
| Accounting Manager               | 20           |   | \$30.00   |   | \$600.00      | \$25.00      | \$46.00 |
| Support / Clerical               | 585          |   | \$21.00   |   | \$12,285.00   | \$14.00      | \$26.00 |
| <b>Total Hours</b>               | <b>10779</b> |   |           |   |               |              |         |

|  |                     |
|--|---------------------|
| Direct Salary Cost   | \$417,514.00        |
| Salary escalation (1/2 of total hours est. to be in 2008 with 5% escalation) | \$10,437.85         |
| <b>Subtotal</b>  | <b>\$427,951.85</b> |

|   |                       |
|---|-----------------------|
| Overhead Cost @ 173.31% of Direct Labor | \$741,683.35          |
| Net Fee @ 30.00% of Direct Labor        | \$128,385.56          |
| <b>Subtotal</b>                         | <b>\$1,298,020.76</b> |

**Direct Non-Salary Cost**

|   |                    |
|---|--------------------|
| a) Reproduction - Plans 2500 Sheets @ \$1.00/Sheet                    | \$2,500.00         |
| Reports 50 Each @ \$50.00/Each  | \$2,500.00         |
| b) Deliveries/Mail 50 Each @ \$15.00/Each                             | \$750.00           |
| c) Travel (Mileage) 200 Miles @ \$0.445/Mile                          | \$2,190.00         |
| d) Underground Utility Locate   | \$4,000.00         |
| e) Traffic Control for Surveying Street/Hwy (Est. 60 Hours @ \$70/Hr) | \$4,200.00         |
| f) Production and Distribution of Project Newsletter                  | \$1,000.00         |
| <b>Subtotal</b>   | <b>\$17,140.00</b> |

**DEA Design Subtotal \$1,315,160.76**

**Subconsultants**

|   |                    |
|---|--------------------|
| Landau Associates -- Geotech and Hazardous Materials  | \$66,000.00        |
| Enviroanalysis -- Air/Noise                           | \$10,000.00        |
| Butkus Consulting - Re-write CERB Grant               | \$6,000.00         |
| Northwest Archaeological Associates -- Hist./Cultural | \$15,000.00        |
| <b>Subconsultant Total</b>                            | <b>\$97,000.00</b> |

**Project Total \$1,412,160.76**

**Management Reserve Fund**

|   |             |
|---|-------------|
| WSDOT Review Beyond Two Separate Submittals and Two Reviews | \$20,000.00 |
| Value Engineering   | \$50,000.00 |
| Additional Environmental and Permitting Work                | \$20,000.00 |
| Stakeholders Requested Work                                 | \$10,000.00 |

**Management Reserve Fund Total \$100,000.00**

**PROJECT TOTAL WITH MANAGEMENT RESERVE FUND \$1,512,160.76**

**EXHIBIT F**

CALCULATION OF OVERHEAD (INDIRECT COST) RATE

David Evans and Associates, Inc.

For the Year Ended October 29, 2005

| Description                          | Total             | Unallowable<br>Costs | Far Reference                 | Audited           | % Direct Labor |
|--------------------------------------|-------------------|----------------------|-------------------------------|-------------------|----------------|
| <b>DIRECT LABOR</b>                  | <b>32,778,488</b> |                      |                               | <b>32,778,488</b> |                |
| <b>FRINGE BENEFIT</b>                |                   |                      |                               |                   |                |
| Paid Leave                           | 6,305,232         |                      |                               | 6,305,232         | 19.24%         |
| Group Medical & Life Insurance       | 6,450,957         |                      |                               | 6,450,957         | 19.68%         |
| Workers' Comp Ins.                   | 438,800           |                      |                               | 438,800           | 1.34%          |
| FICA & PR Taxes                      | 4,111,440         |                      |                               | 4,111,440         | 12.54%         |
| SUTA & State PR Taxes                | 720,609           |                      |                               | 720,609           | 2.20%          |
| Overtime Premium & Union Benefits    | 1,380,140         |                      |                               | 1,380,140         | 4.21%          |
| <b>TOTAL FRINGE BENEFIT</b>          | <b>19,407,178</b> | <b>-</b>             |                               | <b>19,407,178</b> | <b>59.21%</b>  |
| <b>GENERAL OVERHEAD</b>              |                   |                      |                               |                   |                |
| Indirect Labor                       | 15,811,244        | 1,306,530            | FAR 31-205-1 & Sec 39 OFPP    | 14,504,714        | 44.25%         |
| Public Relations Expense             | 249,848           | 249,848              | FAR 31.205-1, -14,-38 & -51   | -                 | 0.00%          |
| Selling Expense                      | 270,881           | 36,221               | FAR 31.205-14,-38,-46,-51     | 234,660           | 0.72%          |
| Occupancy                            | 6,908,149         | -                    |                               | 6,908,149         | 21.08%         |
| Communications                       | 1,202,810         | -                    |                               | 1,202,810         | 3.67%          |
| Supplies                             | 1,887,477         | -                    |                               | 1,887,477         | 5.76%          |
| Publications and Memberships         | 320,356           | 36,791               | FAR 31.205-13, -14 & -51      | 283,565           | 0.87%          |
| Computer and Printer Costs           | 1,664,446         | -                    |                               | 1,664,446         | 5.08%          |
| Vehicle Expenses                     | 1,225,650         | -                    |                               | 1,225,650         | 3.74%          |
| General Administrative               | 612,635           | 79,513               | FAR 31.205-14,-46 & -51       | 533,122           | 1.63%          |
| Training Expenses                    | 1,087,237         | 43,515               |                               | 1,043,722         | 3.18%          |
| Employee Recruiting and Retention    | 911,858           | 497,190              | FAR 31.205-13, -14 & -51      | 414,668           | 1.27%          |
| Professional Services                | 1,690,453         | 44                   | FAR 31.205-3                  | 1,690,409         | 5.16%          |
| Business Insurance                   | 1,172,931         | 38,385               | FAR 31.205-19                 | 1,134,546         | 3.46%          |
| Taxes, Licenses and Fees             | 562,428           | 25                   |                               | 562,403           | 1.72%          |
| Depreciation and Amortization        | 1,248,478         | -                    |                               | 1,248,478         | 3.81%          |
| Bad Debt Expenses                    | 225,344           | 225,344              | FAR 31.205-3                  | -                 | 0.00%          |
| Contributions                        | 346,319           | 346,319              | FAR 31.205-8                  | -                 | 0.00%          |
| Miscellaneous Expenses               | 598               | -                    |                               | 598               | 0.00%          |
| 401K and ESOP Contributions          | 862,309           | -                    |                               | 862,309           | 2.63%          |
| Profit Sharing Expenses              | 4,416,641         | 2,323,630            | FAR 31.205-6                  | 2,093,011         | 6.39%          |
| Interest Expense                     | 120,756           | 120,756              | FAR 31.205-20                 | -                 | 0.00%          |
| Finance Charges                      | 2,406             | 2,406                | FAR 31.205-20                 | -                 | 0.00%          |
| Gain or Loss on Sale of Fixed Assets | (221,935)         | -                    |                               | (221,935)         | -0.68%         |
| Rental Income-External               | (116,464)         | -                    |                               | (116,464)         | -0.36%         |
| Miscellaneous Other Income           | (7,779)           | (932)                | Interest Income and 31.205-15 | (6,847)           | -0.02%         |
|                                      |                   |                      |                               | -                 | 0.00%          |
| Income Taxes                         | 950,890           | 871,781              | FAR 31.205-41                 | 79,109            | 0.24%          |
| <b>TOTAL GENERAL OVERHEAD</b>        | <b>43,405,966</b> | <b>6,177,366</b>     |                               | <b>37,228,600</b> | <b>113.58%</b> |
| <b>TOTAL INDIRECT COSTS</b>          | <b>62,813,144</b> | <b>6,177,366</b>     |                               | <b>56,635,778</b> | <b>172.78%</b> |

**2005 PROVISIONAL OVERHEAD RATE** **172.78%**

**FACILITIES CAPITAL COST OF MONEY** **0.53%**

**FY 2005 PROVISIONAL COMBINED OVERHEAD AND FCCM** **173.31%**





**Exhibit G-1**  
**Subconsultant Fee Determination - Summary Sheet**

Project: City of Gig Harbor

**Direct Salary Cost (DSC):**

| <u>Classification</u>    | <u>Man Hours</u> |   | <u>Rate</u>    | =        | <u>Cost</u>       |
|--------------------------|------------------|---|----------------|----------|-------------------|
| <b>Senior consultant</b> | <b>107</b>       |   | <b>\$90.00</b> | <b>X</b> | <b>\$ 9630.00</b> |
| _____                    | _____            | X | _____          |          | _____             |
| _____                    | _____            | X | _____          |          | _____             |
| _____                    | _____            | X | _____          |          | _____             |
| _____                    | _____            | X | _____          |          | _____             |
| _____                    | _____            | X | _____          |          | _____             |
| _____                    | _____            | X | _____          |          | _____             |
| _____                    | _____            | X | _____          |          | _____             |
| _____                    | _____            | X | _____          |          | _____             |
| <b>Total DSC</b>         |                  |   |                |          | <b>\$ 9630.00</b> |

Environalysis is a sole practitioner LLC. The rate is all inclusive of overhead and fixed fee.

**Overhead (01-1 Cost -- including Salary Additives):**

OH Rate x IDSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \_\_\_\_\_

**Fixed Fee (FF):**

FF Rate x DSC of \_\_\_\_\_ % x \$ \_\_\_\_\_ = \_\_\_\_\_

**Reimbursables:**

Itemized  
**SLM Rental (\$350.00)**  
**Mileage (\$20.00)**

- - **\$370.00**

**Grand Total** - - **\$10,000.00**

Prepared By: **Carl Bloom**

Date: **10-24-2006**

**Exhibit G-2**  
**Breakdown of Subconsultants Overhead Cost**

| Account Title  | \$ Beginning Total | % of Direct Labor |
|--|--------------------|-------------------|
| Direct Labor   |                    |                   |
| Overhead Expenses:                                   |                    |                   |
| FICA   |                    |                   |
| Unemployment   |                    |                   |
| Health/Accident Insurance                            |                    |                   |
| Medical Aid & Industrial Insurance                   |                    |                   |
| Holiday/Vacation/Sick Leave                          |                    |                   |
| Commission/Bonus/Pension                             |                    |                   |
| <b>Total Fringe Benefits</b>                         |                    |                   |
| General Overhead:                                    |                    |                   |
| State B&O Taxes                                      |                    |                   |
| Insurance  |                    |                   |
| Administration & Time Not Assignable                 |                    |                   |
| Printing, Stationery & Supplies                      |                    |                   |
| Professional Services                                |                    |                   |
| Travel Not Assignable                                |                    |                   |
| Telephone & Telegraph Not Assignable                 |                    |                   |
| Fees, Dues & Professional Meetings                   |                    |                   |
| Utilities & Maintenance                              |                    |                   |
| Professional Development                             |                    |                   |
| Rent   |                    |                   |
| Equipment Support                                    |                    |                   |
| Office, Miscellaneous & Postage                      |                    |                   |
| <b>Total General Overhead</b>                        |                    |                   |
| <b>Total Overhead (General + Fringe)</b>             |                    |                   |
| <b>Overhead Rate (Total Overhead / Direct Labor)</b> |                    |                   |

**NOT APPLICABLE**

## EXHIBIT G-1

### SCOPE OF SERVICES GEOTECHNICAL ENGINEERING SERVICES

#### SR 16/BURNHAM DRIVE NW INTERCHANGE PROJECT

This scope of services covers providing consulting geotechnical engineering services to David Evans and Associates (DEA) and the City of Gig Harbor for widening/realignment of the SR-16/Burnham Drive NW Interchange. The project area is generally described as the North Gig Harbor area and includes portions of Canterwood Boulevard NW, Borgen Boulevard NW, Burnham Drive NW, a portion of SR-16, the SR-16 and Borgen Boulevard NW interchange including its four ramps, and two roundabouts, one on the east side of SR-16 and one on the west side of SR-16.

More specifically, the project area is defined as:

- Roundabout 1 (The City's roundabout on the east side of SR-16)---The entire roundabout area.
- Roundabout 2 (WSDOT's roundabout on the west side of SR-16)---The entire roundabout area.
- Canterwood Boulevard NW---From Roundabout 1 approximately 1500 feet northerly to the southerly limits of the Saint Anthony's Hospital property line.
- Burnham Drive NW---From Sehmel Drive NW easterly to Roundabout 1 including the bridge structure.
- Burnham Drive NW---From Roundabout 1 southerly approximately 500 feet.
- SR-16---From approximately 2000 feet south to approximately 2000 feet north of the SR-16/Borgen Boulevard NW interchange bridge.
- SR-16 Ramp 1 (The northbound off-ramp from SR-16)---From Roundabout 1 southerly to the off taper from the SR-16 mainline and approximately 500 feet southerly of the off taper.
- SR-16 Ramp 2 (The northbound on-ramp to SR-16)---From Roundabout 1 northerly to the on taper to the SR-16 mainline and approximately 500 feet northerly of the on taper.
- SR-16 Ramp 3 (The southbound off-ramp to SR-16)---From Roundabout 2 northerly to the off taper from the SR-16 mainline and approximately 500 feet northerly of the off taper.
- SR-16 Ramp 4 (The southbound on-ramp to SR-16)---From Roundabout 2 southerly to the on taper to the SR-16 mainline and approximately 500 feet southerly of the on taper.

#### TASK 1 – DATA COMPILATION AND REVIEW

**Objective:** Conduct a literature review to locate readily available published and unpublished geologic and geotechnical information in the project area for the purpose of identifying general subsurface soil and groundwater conditions in the project vicinity. Complete a visual reconnaissance of the project area to document existing surface conditions and layout exploration locations.

**Approach:**

1. Research previous subsurface investigations along the proposed pipeline route, such as WSDOT or City of Gig Harbor files.
2. Conduct a site visit of the project area to observe local exposed soil conditions and to determine locations suitable for subsurface exploration. During the reconnaissance, field exploration locations will be marked in the field.

**TASK 2 – FIELD EXPLORATIONS AND LABORATORY TESTING**

**Objective:** Complete investigations of subsurface soil and groundwater conditions in the project area.

**Approach:**

1. Mark the exploration locations in the field and complete an underground utility locate (1-800... “Call Before You Dig”) for each exploration location and review each location prior to the start of work. Where underground utilities conflict with proposed exploration locations, these locations will be relocated and a recheck of utilities will be conducted.
2. Prepare and submit a traffic control plan for review by the City of Gig Harbor (City) and WSDOT to handle traffic safety issues on the roadways which may be impacted during subsurface investigations. Provide necessary traffic control measures and personnel to complete the explorations.
3. Obtain the necessary permits from the City of Gig Harbor and WSDOT for work within the street right-of-way.
4. Complete a total of 12 borings to characterize subsurface conditions within the project boundaries as summarized in the table below. The borings will be drilled with a truck-mounted, hollow-stem auger drill rig by Holocene Drilling, Inc. of Fife, Washington, under subcontract to Landau Associates. A total drilling footage of 450 ft is assumed for this proposal. The borings are planned to penetrate to depths of between 30 and 50 ft. Soil samples will be obtained from the borings on a 2½ or 5 ft depth interval.
5. Piezometers will not be installed in the borings. Groundwater levels (if present) encountered in the borings at the time of drilling will be recorded on the field log.
6. Upon completion of the backfilling, the borings will be abandoned in accordance with the requirements in WAC 173-160. The area around each exploration area will be restored to near its original condition with the equipment on hand. The pavement at each boring location will be patched with fast-setting concrete. Waste soil from the borings will be placed in drums and disposed of by the drilling subcontractor.
7. The subsurface investigation will be coordinated and observed by a geologist or geotechnical engineer from our staff. The geologist or engineer will maintain a log of subsurface conditions encountered in each borehole, collect representative soil samples from the explorations, and transport the soil samples to the laboratory for further evaluation and testing.
8. Laboratory testing will be accomplished to help determine soil classification. We have budgeted for 20 index tests (grain-size and/or Atterberg limit tests) and 30 moisture content determinations on selected samples from the borings.

### Proposed Boring Locations

| Project Feature           | Boring Location   | Number of Borings/Planned Depth (ft) |
|---------------------------|---|--------------------------------------|
| Burnham Drive NW Bypass   | South side of SR-16 northbound off ramp at Burnham Drive NW   | 1 boring to 30 ft                    |
| Burnham Drive NW          | East Side of Burnham Drive NW, about 200 ft south of roundabout   | 1 boring to 30 ft                    |
| Canterwood Boulevard NW   | East side of Canterwood Boulevard NW. One boring about 300 ft north and 1 boring about 700 ft north of roundabout | 2 borings to 30 ft                   |
| SR-16 southbound off ramp | East side of off ramp. One boring about 300 ft north and 1 boring about 600 ft north of roundabout                | 2 borings to 30 ft                   |
| SR-16 southbound on ramp  | East side of off ramp about 150 ft south of roundabout  | 1 boring to 30 ft                    |
| SR-16 northbound off ramp | West side of off ramp about 300 ft south of roundabout  | 1 boring to 30 ft                    |
| East bridge abutment      | One boring on north side of road and 1 boring on south side of road   | 2 borings to 50 ft                   |
| West bridge abutment      | One boring on north side of road and 1 boring on south side of road   | 2 borings to 50 ft                   |

**Assumptions:**

- Any street-use permits needed from the City will be provided at no cost to the Consultant.
- All drilling subcontractors, equipment subcontractors, laboratories, traffic control personnel and other related subcontractor personnel will be selected, hired and paid by the Consultant.
- Soil sampling will be in accordance with ASTM D1586 (Standard Penetration Test procedure), ASTM D3550 (Ring-lined Barrel Sampling of Soil), and ASTM 1587 (Thin-Walled Tube Sampling of Soil).
- The pavement at the proposed boring locations consists of asphalt concrete. Pavement coring of Portland cement concrete is not included in our budget.
- The locations and elevations of all borings will not be surveyed as part of this task. A drawing showing the approximate locations of the borings will be given to the City so that City survey crews may pick up the locations.
- Exploration borings located in the right-of-way will be patched with concrete.
- Field exploration will be performed during the daylight hours.
- Soil samples will be disposed of 90 days after the date of the final report.

**DEA/City Responsibilities:**

1. Provide information on layout of roadways prior to the start of drilling.
2. Assist the Subconsultant in obtaining necessary permits for work within the City right-of-way.

**Deliverables:**

1. Traffic control plan.

**Work Products:**

1. Subsurface soil data.
2. Groundwater data.
3. Laboratory testing results.

**TASK 3 – GEOTECHNICAL ENGINEERING ANALYSES**

**Objective:** Complete geotechnical engineering analyses to support design of project elements.

**Approach:**

1. Develop geotechnical engineering recommendations in accordance with WSDOT standards for design and construction, including:
  - evaluate influence of subsurface conditions on project development
  - clearing, grubbing, and stripping requirements
  - embankment construction
  - roadway subgrade preparation
  - installation of stormwater conveyance system, including construction dewatering considerations (if required), trench excavation and support, pipe foundation support, pipe bedding and initial backfill criteria, suitability of excavated soil for reuse as trench backfill, import trench backfill criteria, trench backfill and compaction criteria, soil and traffic loads on pipes, recommendations for manholes, and expected pipe and manhole settlement
  - foundation support requirements for the widened bridge over SR-16.

**DEA/City Responsibilities:**

1. Provide specifics pertaining to project elements, such as pipe size(s), invert depths, location of structures, etc., prior to the start of the engineering analyses.

**Deliverables:**

None

**Work Product:**

1. Calculations.

#### **TASK 4 - GEOTECHNICAL ENGINEERING REPORTING**

**Objective:** Prepare and submit a geotechnical report summarizing the field exploration and laboratory testing program listed in Task 2, and geotechnical engineering conclusions and recommendations developed in Task 3.

**Approach:**

1. Prepare a draft geotechnical report and submit to the project team for review. The report will include:
  - geotechnical engineering conclusions and recommendations for the project
  - a site plan showing the exploration locations
  - summary logs of the conditions encountered in the borings
  - summary of the geotechnical laboratory testing.
2. Incorporate project team comments and submit a final geotechnical report.

**DEA/City Responsibilities:**

1. Provide electronic copy of a site plan showing the project elements.
2. Timely input and review of draft report.

**Deliverables:**

1. Draft and final geotechnical report.

#### **TASK 5 – HAZARDOUS MATERIAL DISCIPLINE REPORT**

**Objective:** Prepare and submit a Hazardous Materials Discipline report meeting the requirements of WSDOT's Environmental Procedures Manual.

**Approach:**

1. Review the results of a federal, state and local environmental database search provided by an outside environmental data service for listing of information on confirmed and suspected contaminated sites or nearby structures within a 1-mile radius of the project footprint.
2. Review historical aerial photographs, historical land use maps (Metsker, Kroll, etc.) Sanborn fire insurance maps (if available), city directories, and other readily available historic records to identify past development history on parcels relative to the possible use, generation, release or disposal, of hazardous substances.
3. Conduct a visual reconnaissance of the project area and adjacent parcels along the roadway corridor to identify if there is visible evidence of potential sources of contamination. The reconnaissance will be completed from within the City's existing right-of-way. If past site use or visual evidence indicates the potential for contamination on the parcel, we will complete a follow up visit to that parcel to further investigate the potential of contamination. We will arrange to interview the property owner regarding past site use.



**Assumptions:**

- The City will provide basic information on each property (owner name, address, and tax parcel number) within and adjacent to the project area.
- The City will arrange for any necessary right-of-entry on to private property for follow up site visits.
- Identification, sampling and analysis for radon, lead in drinking water, lead-based paint, polychlorinated biphenals (PCB) in light ballast, asbestos-containing building materials or urea formaldehyde in onsite structures, and/or wetlands, regulatory compliance, indoor air quality including the potential presence of mold, industrial hygiene, and health and safety are not included in our proposed scope. Soil, surface water, or groundwater sampling and chemical analyses are not included in our scope of services.

**DEA/City Responsibilities:**

1. Provide basic information on each property (owner name, address, and tax parcel number) within and adjacent to the project area.
2. Timely input and review of draft report.

**Deliverables:**

1. Draft and final Hazardous Material Discipline Report.

**TASK 6 – MEETINGS**

**Objective:** Attend two project meetings to discuss findings and recommendations of the geotechnical investigation.

**DEA/City Responsibilities:**

1. None

**Deliverables:**

1. None.

**Work Product:**

1. Meeting notes.

EXHIBIT G-2  
BUDGET BREAKDOWN

**Landau Associates - SR 16/Burnham Drive NW  
Interchange Improvements**

| Task No. | Task Description                                    | Hours of Labor by Task |                   |                     |                    |                    |                    |                  | Cost of Labor by Task |                 |                                     |                               |                    |                   |
|----------|---|------------------------|-------------------|---------------------|--------------------|--------------------|--------------------|------------------|-----------------------|-----------------|-------------------------------------|-------------------------------|--------------------|-------------------|
|          |   | Senior Associate       | Project           | Senior Staff        | Assistant          | Project Coord.     | AutoCAD            | Admin            | Totals                | Direct Labor    | Indirect Costs (Overhead @ 212.39%) | Direct Labor + Indirect Costs | Profit 10% (DL+IC) | Total Labor Costs |
| 1.0      | Geotechnical Data Gathering & Review/Reconnaissance | 6                      | 8                 | 4                   | 6                  | 2                  |                    |                  | 26                    | \$716           | \$1,521                             | \$2,237                       | \$224              | \$2,460           |
| 2.0      | Field Explorations                                  | 8                      | 8                 | 80                  | 12                 | 8                  |                    |                  | 116                   | \$2,844         | \$6,040                             | \$8,884                       | \$888              | \$9,773           |
| 3.0      | Engineering Analyses                                | 8                      | 24                | 80                  |                    |                    |                    |                  | 112                   | \$2,920         | \$6,202                             | \$9,122                       | \$912              | \$10,034          |
| 4.0      | Geotechnical Report (Draft & Final)                 | 16                     | 40                | 24                  | 4                  | 16                 | 16                 | 6                | 122                   | \$3,286         | \$6,979                             | \$10,265                      | \$1,027            | \$11,292          |
| 5.0      | Hazardous Waste Discipline Report                   | 6                      | 6                 |                     | 42                 | 6                  | 4                  |                  | 64                    | \$1,288         | \$2,736                             | \$4,024                       | \$402              | \$4,426           |
| 6.0      | Meetings (2)  | 8                      | 8                 |                     |                    |                    |                    |                  | 16                    | \$584           | \$1,240                             | \$1,824                       | \$182              | \$2,007           |
|          | <b>TOTAL HOURS</b>                                  | <b>52</b>              | <b>94</b>         | <b>188</b>          | <b>64</b>          | <b>32</b>          | <b>20</b>          | <b>6</b>         | <b>456</b>            | <b>\$11,638</b> | <b>\$24,718</b>                     | <b>\$36,356</b>               | <b>\$3,453</b>     | <b>\$39,992</b>   |
|          | <b>Average Rate by Position<sup>(a)</sup></b>       | <b>\$ 47.00</b>        | <b>\$ 26.00</b>   | <b>\$ 24.00</b>     | <b>\$ 15.00</b>    | <b>\$ 20.00</b>    | <b>\$ 25.00</b>    | <b>\$ 23.00</b>  |                       |                 |                                     |                               |                    |                   |
|          | <b>Direct Labor Cost</b>                            | <b>\$ 2,444.00</b>     | <b>\$2,444.00</b> | <b>\$ 4,512.00</b>  | <b>\$ 960.00</b>   | <b>\$ 640.00</b>   | <b>\$ 500.00</b>   | <b>\$ 138.00</b> | <b>\$11,638</b>       |                 |                                     |                               |                    |                   |
|          | <b>Indirect Costs (Overhead @ 212.39%)</b>          | <b>\$5,190.81</b>      | <b>\$5,190.81</b> | <b>\$9,583.04</b>   | <b>\$2,038.94</b>  | <b>\$1,359.30</b>  | <b>\$1,061.95</b>  | <b>\$293.10</b>  | <b>\$24,718</b>       |                 |                                     |                               |                    |                   |
|          | <b>Direct Labor + Indirect Costs</b>                | <b>\$ 7,634.81</b>     | <b>\$7,634.81</b> | <b>\$ 14,095.04</b> | <b>\$ 2,998.94</b> | <b>\$ 1,999.30</b> | <b>\$ 1,561.95</b> | <b>\$ 431.10</b> | <b>\$36,356</b>       |                 |                                     |                               |                    |                   |
|          | <b>Profit 10% (DL+IC)</b>                           | <b>\$763.48</b>        | <b>\$763.48</b>   | <b>\$1,409.50</b>   | <b>\$299.89</b>    | <b>\$199.93</b>    | <b>\$156.20</b>    | <b>\$43.11</b>   | <b>\$3,636</b>        |                 |                                     |                               |                    |                   |
|          | <b>Total - Labor Cost</b>                           | <b>\$8,398</b>         | <b>\$8,398</b>    | <b>\$15,505</b>     | <b>\$3,299</b>     | <b>\$2,199</b>     | <b>\$1,718</b>     | <b>\$474</b>     | <b>\$39,992</b>       |                 |                                     |                               |                    |                   |
|          | <b>DIRECT COSTS</b>                                 |                        |                   |                     |                    |                    |                    |                  |                       |                 |                                     |                               |                    |                   |
|          | Reproduction  |                        |                   |                     |                    |                    |                    |                  | \$900                 |                 |                                     |                               |                    |                   |
|          | Field Equipment                                     |                        |                   |                     |                    |                    |                    |                  | \$400                 |                 |                                     |                               |                    |                   |
|          | Mileage   |                        |                   |                     |                    |                    |                    |                  | \$300                 |                 |                                     |                               |                    |                   |
|          | Geotechnical Laboratory Testing                     |                        |                   |                     |                    |                    |                    |                  | \$2,100               |                 |                                     |                               |                    |                   |
|          | EDR Report  |                        |                   |                     |                    |                    |                    |                  | \$750                 |                 |                                     |                               |                    |                   |
|          | Aerial Photographs                                  |                        |                   |                     |                    |                    |                    |                  | \$250                 |                 |                                     |                               |                    |                   |
|          | <b>Total - Other Direct Costs</b>                   |                        |                   |                     |                    |                    |                    |                  | <b>\$4,700</b>        |                 |                                     |                               |                    |                   |
|          | <b>SUBCONTRACTED SERVICES</b>                       |                        |                   |                     |                    |                    |                    |                  |                       |                 |                                     |                               |                    |                   |
|          | Drilling Subcontractor                              |                        |                   |                     |                    |                    |                    |                  | \$16,750              |                 |                                     |                               |                    |                   |
|          | Traffic Control (flaggers, signs, etc.)             |                        |                   |                     |                    |                    |                    |                  | \$4,350               |                 |                                     |                               |                    |                   |
|          | <b>Total - Subcontracted Services</b>               |                        |                   |                     |                    |                    |                    |                  | <b>\$21,100</b>       |                 |                                     |                               |                    |                   |
|          | <b>TOTAL ESTIMATED COST</b>                         |                        |                   |                     |                    |                    |                    |                  | <b>\$65,792</b>       |                 |                                     |                               |                    |                   |

(a) Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment at the beginning of each calendar year.



**Washington State  
Department of Transportation**  
**Douglas B. MacDonald**  
Secretary of Transportation

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March 2, 2005

Mr. Dennis Hobbs  
Landau Inc.  
130 2<sup>nd</sup> Avenue S  
Edmonds, WA 98020-3512

Subject: 2004 Overhead Schedule

Dear Mr. Hobbs:

On March 1, 2005, WSDOT representative, Egon Calundann, reviewed Landau's unaudited 2004 overhead schedule for compliance with FARS, the GAO Yellow Book, and with WSDOT policy. He also completed an analytical review of the schedule by comparing it with the accepted 2002 schedule, and reviewed data that WSDOT had collected in our permanent files.

The reviewed data included, but was not limited to, the schedules of indirect cost rate, a description of the company, basis of accounting and description of Landau's accounting system, basis of indirect costs, in addition to a review of the firm's internal control structure.

Your original proposal showed a rate of 212.57% of direct labor. After our discussions and review, we revised the account for marketing expenses. Based on our review, we are issuing this letter of concurrence establishing Landau's overhead rate for the fiscal year ended June 30, 2004, at 212.39% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs. Please see the enclosed copy of the overhead schedule for details.

Please contact Egon Calundann at (360) 705-7818 or [calunde@wsdot.wa.gov](mailto:calunde@wsdot.wa.gov) or Robby Robinson at (360) 705-7006 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Raymond R. Robinson'.

Raymond R. Robinson  
External Audit Manager

RR:br

cc: Steve McKerney  
Auditor

**Landau Associates, Inc.**  
**Overhead Schedule**  
**Fiscal Year Ended June 30, 2004**

|                               | <u>G/L</u><br><u>Amount</u> | <u>Landau</u><br><u>Adj.</u> | <u>Proposed</u><br><u>Amount</u> | <u>Audit</u><br><u>Adj.</u> | <u>Ref.</u> | <u>Audited</u><br><u>Amount</u> | <u>%</u>       |
|-------------------------------|-----------------------------|------------------------------|----------------------------------|-----------------------------|-------------|---------------------------------|----------------|
| <b>Direct Labor Base</b>      | <u>\$2,282,539</u>          | <u>(\$6,696)</u>             | <u>\$2,275,843</u>               |                             | A           | <u>\$2,275,843</u>              |                |
| <b>Fringe Benefits</b>        |                             |                              |                                  |                             |             |                                 |                |
| Vacation/Sick Leave/Holidays  | \$496,352                   |                              | \$496,352                        |                             |             | \$496,352                       | 21.81%         |
| Payroll Taxes                 | 426,466                     |                              | 426,466                          |                             |             | 426,466                         | 18.74%         |
| Medical Insurances            | 390,886                     |                              | 390,886                          |                             |             | 390,886                         | 17.18%         |
| Bonus/Severance               | 97,911                      | (20,000)                     | 77,911                           |                             | B           | 77,911                          | 3.42%          |
| Profit Sharing/ESOP           | 100,000                     |                              | 100,000                          |                             |             | 100,000                         | 4.39%          |
| <b>Total Fringe Benefits</b>  | <u>\$1,511,615</u>          | <u>(\$20,000)</u>            | <u>\$1,491,615</u>               |                             |             | <u>\$1,491,615</u>              | <u>65.54%</u>  |
| <b>General Overhead</b>       |                             |                              |                                  |                             |             |                                 |                |
| Overhead Labor                | \$1,811,739                 | (\$5,813)                    | \$1,805,927                      |                             | A           | \$1,805,927                     | 79.35%         |
| Field/Laboratory              | 63,716                      | (63,716)                     | 0                                |                             | C           | 0                               | 0.00%          |
| Temporary Help                | 1,006                       |                              | 1,006                            |                             |             | 1,006                           | 0.04%          |
| Health & Safety               | 18,238                      |                              | 18,238                           |                             |             | 18,238                          | 0.80%          |
| Mileage & Vehicle             | 35,583                      | (31,901)                     | 3,682                            |                             | D           | 3,682                           | 0.16%          |
| Travel & Lodging              | 29,764                      | (4,655)                      | 25,109                           |                             | E           | 25,109                          | 1.10%          |
| Office Supplies/Equipment     | 158,140                     | (26,884)                     | 131,256                          |                             | F           | 131,256                         | 5.77%          |
| Postage                       | 17,078                      |                              | 17,078                           |                             |             | 17,078                          | 0.75%          |
| Telephone                     | 70,614                      |                              | 70,614                           |                             |             | 70,614                          | 3.10%          |
| Tax & License                 | 151,454                     |                              | 151,454                          |                             |             | 151,454                         | 6.65%          |
| Professional License & Dues   | 26,184                      |                              | 26,184                           |                             |             | 26,184                          | 1.15%          |
| Building Expense              | 506,614                     |                              | 506,614                          |                             |             | 506,614                         | 22.26%         |
| Insurance                     | 111,820                     |                              | 111,820                          |                             |             | 111,820                         | 4.91%          |
| Depreciation                  | 214,111                     | (51,553)                     | 162,558                          |                             | G           | 162,558                         | 7.14%          |
| Imputed Cost of Money         | 17,846                      |                              | 17,846                           |                             |             | 17,846                          | 0.78%          |
| Technical References          | 7,721                       |                              | 7,721                            |                             |             | 7,721                           | 0.34%          |
| Recruiting                    | 15,807                      | (1,921)                      | 13,886                           |                             | H           | 13,886                          | 0.61%          |
| Education Cost                | 38,234                      |                              | 38,234                           |                             |             | 38,234                          | 1.68%          |
| Personnel Relations           | 24,005                      | (7,501)                      | 16,504                           |                             | I           | 16,504                          | 0.73%          |
| Professional Services         | 151,548                     | (1,517)                      | 150,031                          |                             | J           | 150,031                         | 6.59%          |
| Marketing Expenses            | 101,624                     | (31,344)                     | 70,280                           | (4,000)                     | K,O         | 66,280                          | 2.91%          |
| Service Charges & Interest    | 17,305                      | (17,305)                     | 0                                |                             | L           | 0                               | 0.00%          |
| Donations                     | 3,285                       | (3,285)                      | 0                                |                             | M           | 0                               | 0.00%          |
| Miscellaneous Expense         | 6,028                       | (6,028)                      | 0                                |                             | N           | 0                               | 0.00%          |
| <b>Total General Overhead</b> | <u>\$3,599,465</u>          | <u>(\$253,423)</u>           | <u>\$3,346,043</u>               | <u>(\$4,000)</u>            |             | <u>\$3,342,043</u>              | <u>146.85%</u> |
| <b>Total Overhead Costs</b>   | <u>\$5,111,080</u>          | <u>(\$273,423)</u>           | <u>\$4,837,659</u>               | <u>(\$4,000)</u>            |             | <u>\$4,833,659</u>              | <u>212.39%</u> |
| <b>Overhead Rate</b>          | 223.92%                     |                              |                                  |                             |             | <u>212.39%</u>                  |                |

**Landau Associates, Inc.**  
**Overhead Schedule**  
**Fiscal Year Ended June 30, 2004**

|  | G/L<br>Amount | Landau<br>Adj. | Proposed<br>Amount | Audit<br>Adj. | Ref. | Audited<br>Amount | % |
|--|---------------|----------------|--------------------|---------------|------|-------------------|---|
| <b>Landau References</b>   |               |                |                    |               |      |                   |   |
| A  |               |                |                    |               |      |                   |   |
| Direct and indirect labor overtime premium not allowed in overhead per 48 CFR 22.103-2.  |               |                |                    |               |      |                   |   |
| B  |               |                |                    |               |      |                   |   |
| Signing bonuses and moving bonuses in excess of \$1,000 per person unallowable per 48 CFR 31.205-35 and 48 CFR 31.201-4.                           |               |                |                    |               |      |                   |   |
| C  |               |                |                    |               |      |                   |   |
| Field supplies inventory, eventually charged to projects - related to job chargeable activity.   |               |                |                    |               |      |                   |   |
| D  |               |                |                    |               |      |                   |   |
| Vehicle gas, repair, & maintenance - most related to rental revenue.   |               |                |                    |               |      |                   |   |
| E  |               |                |                    |               |      |                   |   |
| Local meals - employee business meals unallowable per 48 CFR 31.205-14 and WSDOT Accounting Manual M13-82, Chapter 10 Travel.                      |               |                |                    |               |      |                   |   |
| F  |               |                |                    |               |      |                   |   |
| Estimated cost of direct photocopies - related to job chargeable activity.   |               |                |                    |               |      |                   |   |
| G  |               |                |                    |               |      |                   |   |
| Depreciation on lab and field equipment, field vehicles & CAD equipment - related to job chargeable activity.                                      |               |                |                    |               |      |                   |   |
| H  |               |                |                    |               |      |                   |   |
| Local meals - recruiting unallowable per 48 CFR 31.205-14, 48 CFR 31.205-46(a)(2)(i), and WSDOT Accounting Manual M13-82, Chapter 10 Travel.       |               |                |                    |               |      |                   |   |
| I  |               |                |                    |               |      |                   |   |
| Mariner tickets, liquor, holiday party expenses over \$25 per employee unallowable per 48 CFR 31.205-14, and WSDOT Overhead Policy.                |               |                |                    |               |      |                   |   |
| J  |               |                |                    |               |      |                   |   |
| Federal income tax preparation fees over \$250 unallowable per 48 CFR 31.205-41(b)(1), 48 CFR 31.201-6(d), and WSDOT Overhead Policy.              |               |                |                    |               |      |                   |   |
| K  |               |                |                    |               |      |                   |   |
| Advertising, client entertainment, campaign contributions, other nonallowable costs per 48 CFR 31.205-1(d), 48 CFR 31.205-8, and 48 CFR 31.205-14. |               |                |                    |               |      |                   |   |
| L  |               |                |                    |               |      |                   |   |
| Service charges and interest unallowable per 48 CFR 31.205-20.   |               |                |                    |               |      |                   |   |
| M  |               |                |                    |               |      |                   |   |
| Donations unallowable per 48 CFR 31.205-8.   |               |                |                    |               |      |                   |   |
| N  |               |                |                    |               |      |                   |   |
| Miscellaneous undocumented costs removed.  |               |                |                    |               |      |                   |   |
| <b>WSDOT References</b>  |               |                |                    |               |      |                   |   |
| O  |               |                |                    |               |      |                   |   |
| 48 CFR 31.205-1 (f). Unallowable marketing expenses.   |               |                |                    |               |      |                   |   |

## Exhibit H Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

**Exhibit I**  
**Payment Upon Termination of Agreement**  
**By the Agency Other Than for**  
**Fault of the Consultant**

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



## **Exhibit J**

### **Alleged Consultant Design Error Procedures**

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

#### **Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

#### **Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

#### **Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

#### **Step 4 – Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

#### Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit K**

### **Consultant Claim Procedures**

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

#### **Step 1 – Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

#### **Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

**Exhibit L**  
**(To Be Used Only If Insurance Requirements Are Increased)**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

**Exhibit M-1(a)**  
**Certification Of Consultant**

Project No. City of Gig Harbor General  
Engineering Services Contract

Local Agency \_\_\_\_\_

I hereby certify that I am Michael Clark and duly authorized  
representative of the firm of David Evans and Associates, Inc. whose address is  
3700 Pacific Hwy East Suite 311 and that neither I nor the above  
firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

10/27/06

Date

Michael Clark

Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of City of Gig Harbor,  
Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an  
express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or  
consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of  
Transportation and the Federal Highway Administration, U.S. Department of Transportation, in  
connection with this AGREEMENT involving participation of Federal-aid highway funds, and is  
subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

**Exhibit M-2**  
**Certification Regarding Debarment, Suspension, and Other Responsibility**  
**Matters-Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B). of this certification; and
  - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): David Evans and Associates, Inc.

10/27/06  
(Date)

Michael Clark  
(Signature) President or Authorized Official of Consultant



**Exhibit M-3**  
**Certification Regarding The Restrictions**  
**of The use of Federal Funds for Lobbying**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): David Evans and Associates, Inc.

10/27/06  
(Date)

Michael Clark  
(Signature) President or Authorized Official of Consultant

**Exhibit M-4**  
**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of The City of Gig Harbor's General Engineering Services Agreement \* are accurate, complete, and current as of October 27, 2006 \*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm David Evans and Associates, Inc.

Name Randy Anderson

Title Senior Associate

Date of Execution\*\*\* November 13, 2006

- \* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

|  |  |
|--|--|
| <b>Supplemental Signature<br/>Page for<br/>Standard Consultant<br/>Agreement</b> | Consultant/Address/Telephone<br>David Evans and Associates, Inc.<br>3700 Pacific Highway East, Suite 311<br>Tacoma, WA 98424 |
| Agreement Number   | Project Title And Work Description<br>City of Gig Harbor General Engineering<br>Services Contract                            |
| Federal Aid Number<br>No federal funds at this time                              |  |
| Local Agency<br>City of Gig Harbor   |  |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Local Agency of \_\_\_\_\_ City of Gig Harbor \_\_\_\_\_, Washington, hereinafter called the "AGENCY" , and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

**CONSULTANT**

**LOCAL AGENCY**

By Randy Anderson  
 SR. ASSOCIATE

By \_\_\_\_\_

Consultant Randy Anderson

Agency \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Consultant \_\_\_\_\_

Agency \_\_\_\_\_

By \_\_\_\_\_

Agency \_\_\_\_\_

By \_\_\_\_\_

Agency \_\_\_\_\_



## **ADMINISTRATION**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**  
**SUBJECT: FIRST READING - 2007 BUDGET ORDINANCE**  
**DATE: NOVEMBER 13, 2006**

### **BACKGROUND**

The total city budget, which includes all funds, is \$35,692,771. Total budgeted revenues for 2007 are \$26.4 million while budgeted beginning fund balances total \$9.3 million. Total budgeted expenditures for 2007 are \$29.2 million and budgeted ending fund balances total \$6.5 million.

The 2007 budgeted revenues and expenditures are 54% and 50% greater than in 2006.

The General Fund accounts for 32 percent of total expenditures, while Special Revenue (Street, Drug Investigation, Hotel - Motel, Public Art Capital Projects, Park Development, Civic Center Debt Reserve, Property Acquisition, General Government Capital Improvement, Impact Fee Trust and Lighthouse Maintenance) and Enterprise Funds are 44 percent and 20 percent of total expenditures. General government debt service funds are 4 percent of 2007 budgeted expenditures.

This budget adds the following full-time positions:

- A Finance Technician - to be hired January 1
- An Engineering Technician - to be hired January 1
- A temporary Construction Inspector to be used as needed throughout the year

Changes to the budget document resulting from the study session are attached to this memo.

### **RECOMMENDATION**

I recommend adoption of the 2007 budget ordinance after a second reading.

### DESCRIPTION OF FUNCTION

General government expenditures that are not associated with a specific department are accounted for in the non-departmental department. Transfers of general government resources to other funds represent the largest portion of these expenditures. Also included are payments for property and liability insurance and the annual audit.

### NARRATIVE OF OBJECTIVES

1. **Legislative** - The county auditor's office charges the city for voter registration and election services. **Estimated cost is \$25,000.**
2. **Financial** - The annual audit performed by the state auditor's office. **Estimated cost is \$20,000.** Citywide insurance. **Estimated cost is \$230,000.** Miscellaneous claims not covered by insurance. **Estimated cost is \$10,000**  
**\$20,000.**
3. **Employee benefits** - Payments for LEOFF I disability costs, workers' compensation and unemployment benefits for former employees. **Estimated cost is \$77,000.**
4. **General government - Pierce County** - emergency management fees. **Estimated cost is \$30,000.**
5. **Volunteer center.** Provide support (utilities, janitorial, information systems) for the volunteer center housed in the Bogue Building. **Estimated cost is \$11,145.**
6. **Operating transfers out** - **\$860,000** will be transferred to Fund 208 for LTGO bond debt service; **\$600,000** will be transferred to the Civic Center Debt Reserve Fund, fund 110, **\$150,000** will be transferred to the Street Operating Fund, fund 101 and **\$35,000** will be transferred to the Public Art Capital Project Fund, fund 108.

2007  
NARRATIVE OF OBJECTIVES

Administration

1. **Prepare 2007 city budget.** Prepare and submit to the City Council for adoption the 2007 City of Gig Harbor Budget. **December.**
2. **Update personnel handbook.** Update the City of Gig Harbor personnel manual and distribute one copy per employee. **February.**
3. **Improve emergency readiness.** Continue to work with Pierce County Department of Emergency Management, Pierce County Fire Protection District Number 5 and PEP-C in their neighborhood training efforts. Develop the model initiated in the several city neighborhoods for all neighborhoods within the city limits. Neighborhood training efforts will be coordinated throughout the city to assure cohesiveness and follow-through. **\$20,000 - September.**
4. **Fund participation with the Economic Development Board (EDB) for Tacoma/Pierce County.** Provide funding for participation with the EDB in order to aggressively and proactively target high-wage businesses that could locate in appropriate city commercial and light industrial planning areas within the urban growth area. Target businesses would be relatively light users of water and sewer. **\$20,000 - January.**
5. **Continue guidance to the interlocal agency recreation program.** Assist PenMet Park District Executive Marc Connelly, so that PenMet Parks and the City of Gig Harbor can develop recreational programs on the Gig Harbor Peninsula for Gig Harbor residents. **\$25,000 - December.**
6. **Town-around shuttle system.** Determine feasibility and cost for an economic town-around shuttle system. **December.**
7. **Retain a city lobbyist.** Continue to retain Tim Schelburg to represent the city's policy interests as necessary. Expand this program to a year-round basis at the state level (\$25,000) and initiate lobbying services at the Federal level (\$75,000) (~~\$50,000~~). **\$100,000 ~~\$75,000~~ - December.**

**2007  
STAFF ADJUSTMENTS**

|                                    |                           |  |
|------------------------------------|---------------------------|--|
| <del>Request to add position</del> | <del>Classification</del> | <del>Community Development Assistant</del> |
|                                    | <del>Salary</del>         | <del>\$3,295 - \$4,119</del>               |
|                                    | <del>Hire Date</del>      | <del>January 1, 2007</del>                 |

~~The Community Development Assistant will work on projects as directed by the Mayor and under the supervision of the Community Development Director and the Planning Director. This position will work on grant applications and project management of grant funds, CLG/historic structures program, research and analysis for Planning and special projects.~~

~~This position will expire at the conclusion of the Mayor's term in office and is funded entirely through Administration/Finance.~~

|   |                           |                               |
|---|---------------------------|-------------------------------|
| <del>Request to reclassify position</del> | <del>Classification</del> | <del>Marketing Director</del> |
|   | <del>Salary</del>         | <del>\$5,735 - \$7,169</del>  |
|   | <del>Hire Date</del>      | <del>January 1, 2007</del>    |

~~Reclassify the existing marketing director position to reflect the supervisory status it is, in line with other similar positions in the City of Gig Harbor. This position directs all of the cities tourism and non-tourism related functions to do with the media and public relations, advertising, logo development and brand awareness for the community. The position is responsible for two staff members and oversees the visitor information center, the lodging tax advisory committee, the distribution and development of the lodging tax fund and serves as the liaison between all other similar regional and state positions. The position includes work with community groups and organizations with an effort to create economic development programs for business success in the City of Gig Harbor. The position works directly with other City of Gig Harbor department supervisors on events and activities and media related items including parks, planning, police, operations, finance, technical and court and is a member of the Gig Harbor Supervisory Employee Guild.~~

~~The position will be funded as follows: Administration/Finance - 25%, Hotel/Motel - 75%~~

2007 - 2012  
NARRATIVE OF GOALS

**ADMINISTRATION**

1. **Expand the use of new and emerging technologies.** Explore, implement and refine new criminal justice technologies and best practices aimed at improving the operations of the department. **2007 - 2012.**
2. **Continually audit our organizational structure and management practices.** Evaluate ways our department can implement new and innovative planning and management techniques. Develop an updated 5-year strategic plan. **2007 - 2012.**
3. **Continually explore opportunities in which to partnership with other regional law enforcement agencies.** Sharing resources and expertise with other local agencies will continue to be a high priority. Opportunities to participate in regional training consortiums will insure that our staff will receive the most cost effective and up-to-date training. **2007 - 2012.**
4. **Seek grants and other outside funding options.** Research and secure funding sources outside normal city revenue sources to support police department initiatives. **2007 - 2012.**
5. **Continually evaluate the information we gather.** Continue to assess and implement other modules available from our records management system provider. Look at ways we can analyze and disseminate the data within our records management system using crime analysis methodology. Using this type of information will enable the department to implement a more effective and efficient response plan resulting in increased crime prevention and successful closure of cases by arrest. **2007 - 2012.**

**OPERATIONS**

1. **Assigned vehicle program.** Transition into an assigned patrol vehicle program where each officer is assigned his/her own patrol vehicle. The time has come for Gig Harbor to realize the researched and supported benefits of an Officer Assigned Vehicle Program (OAVP). The additional cost and budgetary impact required to start an OAVP is partially offset by reduced maintenance and repair expenses and increased police service benefits, primarily by increasing the time officers are on patrol. The most important benefit is the improved ability to keep the officers we currently have employed and to effectively recruit the best candidates available. The transition to an OAVP will be accomplished over a three-year program utilizing the following purchase plans:



- Year 1: Purchase six patrol vehicles. The estimated cost to purchase six fully-equipped Ford Crown Victoria patrol vehicles with all the necessary equipment including a Mobile Data Computer (MDC) is approximately \$220,800. The city expects to finance this purchase over a five year period with annual payments of \$55,000. **\$220,800 - May 2007.**
  - Year 2: Purchase three patrol vehicles. The estimated cost to purchase three fully-equipped Ford Crown Victoria patrol vehicles with all the necessary equipment including a Mobile Data Computer (MDC) is approximately \$110,400. The city expects to finance this purchase over a five year period with annual payments of \$26,000. **\$110,400 - May 2008.**
  - Year 3: Purchase one patrol vehicle. The estimated cost to purchase one fully-equipped Ford Crown Victoria patrol vehicle with all the necessary equipment including a Mobile Data Computer (MDC) is approximately \$36,800. The city expects to finance this purchase over a five year period with annual payments of \$9,000. **\$36,800 - May 2009.**
2. **Continued expansion of our Traffic Safety Program.** Expand our traffic safety initiatives, through a balanced approach utilizing both public education and enforcement. This goal is aimed at reducing traffic accidents. **2007 - 2012.**
  3. **Initiate a coordinated drug education and enforcement program.** Drug abuse and drug-related crime contribute to increasing crime patterns. We will work to develop a multi-faceted approach aimed at reducing the risks associated with drug abuse utilizing education and enforcement. **2007 - 2012.**
  4. **Increase our community-based policing efforts.** We will continually look for new and emerging opportunities to partner with our community and implement a problem-oriented policing philosophy into the culture of the police department. Our goal is to prevent crimes from occurring by educating the citizens we police on crime prevention techniques. **2007 - 2012.**
  5. **Improve the communications between the police department and the community.** Develop and utilize various media services that more effectively and efficiently communicate our mission and purpose to the community. **2007 - 2012.**
  6. **Develop, implement and coordinate a training program that enhances departmental capabilities, professionally develops personnel and limits departmental exposure to liability.** Establish specialized and voluntary training guidelines and requirements for the department and then electronically track participation and compliance with the guidelines to insure accountability. **2007 - 2012.**
  7. **Provide appropriate personal and technical equipment for all members of the department.** Research and acquire equipment that increases the effectiveness of department personnel and improves the level of safety within the work environment. **2007 - 2012.**

County communities by providing victims of domestic violence with a one-stop opportunity to obtain a wide array of services and support from social service and governmental agencies. Victims of domestic violence from Gig Harbor will have access to these very important resources. **Estimated cost is \$2,000 - January.**

## OPERATIONS

1. **Assigned vehicle program.** Transition into an assigned patrol vehicle program where each officer is assigned his/her own patrol vehicle. The time has come for Gig Harbor to realize the researched and supported benefits of an Officer Assigned Vehicle Program (OAVP). The additional cost and budgetary impact required to start an OAVP is partially offset by reduced maintenance and repair expenses and increased police service benefits, primarily by increasing the time officers are on patrol. The most important benefit is the improved ability to keep the officers we currently have employed and to effectively recruit the best candidates available. The transition to an OAVP will be accomplished over a three-year program utilizing the following purchase plans:
  - **Year 1: Purchase six patrol vehicles.** The estimated cost to purchase six fully-equipped Ford Crown Victoria patrol vehicles with all the necessary equipment including a Mobile Data Computer (MDC) is approximately \$220,800. The city expects to finance this purchase over a five year period with annual payments of \$55,000. \$220,800 - May 2007.
2. **Expand our Reserve unit.** Aggressively recruit additional reserves in order to increase our staffing level to five reserves (addition of two). **June.**
3. **Develop a comprehensive community policing program.** In addition to police support responsibilities, our Community Service Officer (CSO) will implement and integrate a multi-faceted community outreach program. Current patrol officers will receive additional training in problem solving and community relations. **December.**

Programs will include:

  - Citizen's Academy (March)
  - National Night Out (August)
  - Neighborhood Watch
  - Business Watch
  - School outreach programs
  - Merging emergency preparedness and crime prevention programs
4. **Expand our traffic safety program.** Creatively expand our traffic safety program based on a balance between education and aggressive enforcement. **December.**

11. YMCA capital contribution. Provide first of two \$125,000 annual contributions toward the construction of the YMCA Aquatics Complex. **2008 - 2009.**
  
12. Gig Harbor Peninsula Historical Society. In consideration of the benefit to the general public by the enhancement of the historical, economic and cultural climate the City will provide funding to the Gig Harbor Peninsula Historical Society in the amount of \$400,000 over a five year period beginning on January 1, 2008. Annual contributions of \$80,000 will be subject to the Agreement entered into on October 30, 2006. **2008 - 2012.**

Project grants can include concerts, theatre productions, visual art exhibits, art festivals, or a broad range of arts-related services. **\$25,000 - December.**

12. **Develop a City of Gig Harbor Arts Commission (GHAC) website.** Presently, reference to GHAC may be found on the City's website; however, the data is limited. By GHAC having it's own website will enable it to provide information not only about the commission and the grant program but also other arts commissions and funding sources. It will further enable GHAC to capture and track data on grant funding and the grant recipients plus provide links to other sources. **\$1,500 - December.**
13. **Westside Park improvements.** Regrade and hydroseed and continue to work with local community service organizations in assisting with the development of passive recreational features. **\$50,000 - October.**
14. **Eddon Boat remediation permitting.** Permit for the environmental cleanup. **\$150,000 - August.**
15. **Eddon Boat remediation cleanup.** Procure a contractor and begin the environmental cleanup and perform project oversight. **\$550,000 - December.**
16. **Eddon Boat Park design and construction.** Complete the upland Eddon Boat portion of the Outdoor Park Design. Perform upland grading and shape site and paths. Finish site with seeding, gravel paths, and temporary irrigation. **\$150,000 - December.**
17. **Dock and marine railway.** Design and permit a dock and marine railway at Eddon Boat. **\$25,000 - December.**
18. **Improvements to Eddon Boat structures.** Begin the design improvements to Eddon Boat structures. Construction will be entirely funded with a \$500,000 grant in 2008. **\$75,000 - December.**
19. **Eddon Boat.** Remove/replace roof, paint and repair wood trim as necessary, repair or remove chimney at roof, remove/replace porch roof on north and south end, remove screen fences, remove/replace deck and rail suitable for public use, perform minor exterior grading, construct walks to allow access to new deck and do some minor yard and tree maintenance. ~~and paint the house~~ **\$50,000 - October.**
20. **Concerts on the park.** Provide weekly concerts at Skansie Brothers Park during the summer months (\$7,000 of this budget comes from corporate community support). **\$13,000 - June through September.**

9. **Greyhawk and Stinson streetlights.** Purchase and install architectural streetlights along Greyhawk and Stinson Avenue between Foster Street and Grandview Street. **\$40,000 - September.**
10. **Pavement markings.** Install and repaint pavement markings on city streets. **\$40,000 - June.**
11. **Stinson Avenue pedestrian improvements.** Construct phase IV of the 3,600 lf of new curb, gutter, sidewalks on the east side of Stinson Avenue between Grandview Street and Harborview Drive. **\$35,000 - September.**
12. **Burnham Drive streetlights.** Purchase and install architectural streetlights along Burnham Street between Franklin Avenue and Prentice Street. **\$25,000 - December.**
13. **Burnham Drive pedestrian improvements.** Construct 600 linear feet of new curb, gutter, sidewalks on the west side of Burnham Drive between Franklin and Prentice. **\$10,000 - September.**
14. **Vernhardson Street crosswalk lighting system.** Design, purchase, and install in-pavement pedestrian crosswalk lighting system at a location identified by the City Engineer. Including concrete stamped crosswalk. **\$17,000 - October.**
15. **Pioneer and Grandview crosswalk lighting system.** Design, purchase, and install in-pavement pedestrian crosswalk lighting system at a location identified by the City Engineer. Including concrete stamped crosswalk. **\$17,000 - July.**
16. **45<sup>th</sup> Avenue and Briarwood pedestrian improvements.** Construct curb, gutter and sidewalk along 45<sup>th</sup> Avenue and Briarwood as funds are available. ~~Construct curb and gutter along the street and sidewalk along the south side with planter strip. This will complete the work started in 2006.~~ **\$150,000 \$250,000 - December.**
17. ~~**45<sup>th</sup> Avenue pedestrian improvement.** Construct curb, gutter, and sidewalk along a portion of 45<sup>th</sup> Avenue. **\$100,000 - October.**~~
18. **Skansie Avenue pedestrian improvement project.** Construct approximately 700 feet of curb, gutter and sidewalk between the remaining unconnected portion of sidewalk adjacent to Chapel Hill Church. Contingent upon State TIB funding in the amount of \$86,500 is required to perform this project. **\$173,000 - December.**
19. **Westside Park/50<sup>th</sup> Street Improvements.** Construct half of the street improvements. **\$200,000 - December.**

**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG  
HARBOR, WASHINGTON, FOR THE 2007 FISCAL YEAR.**

---

**WHEREAS**, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2007 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 13 and November 27, 2006 at 7:00 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2007 and giving taxpayers an opportunity to be heard on the budget; and

**WHEREAS**, the said city council did meet at the established time and place and did consider the matter of the 2007 proposed budget; and

**WHEREAS**, the 2007 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2007 and being sufficient to meet the various needs of Gig Harbor during 2007.

**NOW, THEREFORE**, the City Council of the City of Gig Harbor **DO**  
**ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2007 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2007 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2007 as set forth below:

### 2007 BUDGET APPROPRIATIONS

| <u>FUND / DEPARTMENT</u>              | <u>AMOUNT</u>                             |
|---------------------------------------|---|
| 001 GENERAL GOVERNMENT                |   |
| 01 NON-DEPARTMENTAL                   | \$2,215,725 <del>\$2,170,725</del>        |
| 02 LEGISLATIVE                        | 35,600                                    |
| 03 MUNICIPAL COURT                    | 574,850                                   |
| 04 ADMINISTRATIVE/FINANCIAL           | 1,083,100 <del>1,115,100</del>            |
| 06 POLICE                             | 2,543,740 <del>2,414,040</del>            |
| 14 COMMUNITY DEVELOPMENT              | 1,605,160                                 |
| 15 PARKS AND RECREATION               | 2,119,270                                 |
| 16 BUILDING                           | 341,500                                   |
| 19 ENDING FUND BALANCE                | 1,043,438 <del>869,433</del>              |
| 001 TOTAL GENERAL FUND                | <u>11,562,383</u> <del>11,245,678</del>   |
| 101 STREET FUND                       | 8,438,774                                 |
| 105 DRUG INVESTIGATION FUND           | 3,979                                     |
| 107 HOTEL-MOTEL FUND                  | 435,192                                   |
| 108 PUBLIC ART CAPITAL PROJECTS       | 75,454                                    |
| 109 PARK DEVELOPMENT FUND             | 30,680                                    |
| 110 CIVIC CENTER DEBT RESERVE         | 3,732,375                                 |
| 208 LTGO BOND REDEMPTION              | 866,881                                   |
| 209 2000 NOTE REDEMPTION              | 292,273                                   |
| 210 LID 99-1 GUARANTY                 | 87,468                                    |
| 211 UTGO BOND REDEMPTION              | 305,289                                   |
| 301 CAPITAL DEVELOPMENT FUND          | 699,272                                   |
| 305 GENERAL GOVT. CAPITAL IMPROVEMENT | 644,165                                   |
| 309 IMPACT FEE TRUST                  | 779,898                                   |
| 401 WATER OPERATING                   | 1,096,337                                 |
| 402 SEWER OPERATING                   | 2,335,478                                 |
| 407 UTILITY RESERVE                   | 190,376                                   |
| 408 UTILITY BOND REDEMPTION FUND      | 329,059                                   |
| 410 SEWER CAPITAL CONSTRUCTION        | 2,432,881                                 |
| 411 STORM SEWER OPERATING             | 678,537                                   |
| 420 WATER CAPITAL ASSETS              | 173,447                                   |
| 605 LIGHTHOUSE MAINTENANCE TRUST      | 1,826                                     |
| 607 EDDON BOAT REMEDIATION TRUST      | <u>500,747</u> <del>700,747</del>         |
| TOTAL ALL FUNDS                       | <u>\$35,692,771</u> <del>35,576,066</del> |

Section 3. Attachment "A" is adopted as the 2007 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2007 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

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

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 27th day of November, 2006.

\_\_\_\_\_  
Mayor

ATTEST:

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

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:



## ATTACHMENT "A"

| POSITION                                  | 2007<br>RANGE |           |
|---|---------------|-----------|
|   | Minimum       | Maximum   |
| City Administrator                        | \$ 8,595      | \$ 10,744 |
| Chief of Police                           | 6,714         | 8,393     |
| Community Development Director            | 6,592         | 8,240     |
| Finance Director                          | 6,481         | 8,101     |
| Police Lieutenant                         | 5,806         | 7,258     |
| City Engineer                             | 5,735         | 7,169     |
| Director of Operations                    | 5,735         | 7,169     |
| Fire Marshal/Building Official            | 5,735         | 7,169     |
| Information Systems Manager               | 5,735         | 7,169     |
| Planning Director                         | 5,735         | 7,169     |
| Tourism Marketing Director                | 5,735         | 7,169     |
| Senior Engineer                           | 4,759         | 6,805     |
| Wastewater Treatment Plant Supervisor     | 4,965         | 6,206     |
| Court Administrator                       | 4,913         | 6,141     |
| Police Sergeant                           | 4,901         | 6,126     |
| City Clerk                                | 4,807         | 6,009     |
| Senior Planner                            | 4,786         | 5,983     |
| Assistant Building Official/Fire Marshall | 4,728         | 5,910     |
| Public Works Supervisor                   | 4,728         | 5,910     |
| Accountant                                | 4,664         | 5,830     |
| Field Supervisor                          | 4,463         | 5,579     |
| Construction Inspector                    | 4,083         | 5,104     |
| Planning / Building Inspector             | 4,083         | 5,104     |
| Associate Planner                         | 4,045         | 5,056     |
| Payroll/Benefits Administrator            | 4,038         | 5,048     |
| Wastewater Treatment Plant Operator       | 3,897         | 4,871     |
| Police Officer                            | 3,846         | 4,808     |
| Mechanic                                  | 3,812         | 4,765     |
| Engineering Technician                    | 3,749         | 4,686     |
| Information System Assistant              | 3,672         | 4,590     |
| Maintenance Worker                        | 3,645         | 4,556     |
| Assistant City Clerk                      | 3,584         | 4,480     |
| Assistant Planner                         | 3,529         | 4,411     |
| Community Services Officer                | 3,426         | 4,283     |
| Finance Technician                        | 3,414         | 4,268     |
| Community Development Assistant           | 3,295         | 4,119     |
| Administrative Assistant                  | 3,028         | 3,785     |
| Police Services Specialist                | 2,979         | 3,724     |
| Court Clerk                               | 2,939         | 3,674     |
| Custodian                                 | 2,927         | 3,659     |
| Laborer                                   | 2,927         | 3,659     |
| Mechanic Assistant                        | 2,927         | 3,659     |
| Administrative Receptionist               | 2,563         | 3,204     |
| Community Development Clerk               | \$ 2,563      | \$ 3,204  |



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL  
 FROM: CHIEF OF POLICE MIKE DAVIS  
 SUBJECT: GHPD MONTHLY REPORT FOR OCTOBER 2006  
 DATE: NOVEMBER 13, 2006

**DEPARTMENTAL ACTIVITIES**

October 2006 year-to-date (YTD) **calls for service** when compared to October 2005 YTD **calls for service** show an increase of 447 dispatched calls in 2006. During this time frame we have also seen 153 more **reports written** by our officers. **DUI arrests** are down by 13, which can again be attributed to being short-staffed at night with two officers currently attending the police academy. Even though our infractions are down by 111 this year, our criminal citations are up by 92. Statistics show our October 2006 YTD **traffic accidents** have increased by 12 accidents when compared to October 2005 YTD. October 2006 YTD statistics also indicate our **misdemeanor and felony arrests** are up by five and 18 arrests respectively when compared to the same time period in 2005.

| Category            | October 2006 |              |        |          |          |        |
|---------------------|--------------|--------------|--------|----------|----------|--------|
|                     | October 2005 | October 2006 | Change | YTD 2005 | YTD 2006 | Change |
| Calls for Service   | 412          | 388          | -24    | 4132     | 4579     | 447    |
| General Reports     | 181          | 126          | -55    | 1341     | 1494     | 153    |
| Criminal Traffic    | 8            | 9            | 1      | 80       | 106      | 26     |
| Infractions         | 95           | 73           | -22    | 975      | 864      | -111   |
| Criminal Citations  | 0            | 8            | 8      | 0        | 92       | 92     |
| Warrant Arrests     | 10           | 7            | -3     | 85       | 70       | -15    |
| Traffic Reports     | 12           | 16           | 4      | 140      | 152      | 12     |
| DUI Arrests         | 9            | 4            | -5     | 52       | 39       | -13    |
| Misdemeanor Arrests | 43           | 23           | -20    | 287      | 292      | 5      |
| Felony Arrests      | 9            | 10           | 1      | 82       | 100      | 18     |
| FIR's               | 1            | 0            | -1     | 13       | 9        | -4     |

Attached to this report you will find several graphs that track 2006 monthly statistics. I have left data from the last two years on several graphs to provide a baseline from which to compare our current activity levels as we proceed through 2006 (remember some of the graphs contain cumulative numbers).

**The Reserve Unit** supplied 81.5 hours of volunteer time assisting our officers in October. Reserve officers Myers, Menday and Shepard all participated in the annual downtown Gig Harbor Merchant Halloween Trick or Treat.

**The COPS (Citizens on Patrol) Volunteer** Ken McCray provided 18 hours of volunteer time in October.

**The Marine Services Unit** was inactive during the month of October.

**The Explorer Program** completed two training meetings during the month of October. During the first meeting they went over departmental patrol forms and given a chance to practice filling them out. During the second meeting they went over Domestic Violence laws and patrol procedures. The Explorers were then given a chance to practice dealing with domestic scenarios (all of the Explorers were given the opportunity to show off their acting skills, which was quite entertaining and humorous).

On October 2<sup>nd</sup> the Explorers conducted an undercover alcohol/tobacco sting where they were able to make several under-age purchases of alcohol and tobacco at local gas stations and stores. The results of this investigation yielded six arrests. The Explorers were also a big help with the Halloween event downtown. Special thanks to Explorer Kim Rees for helping PSS Yerry with the front desk while PSS McClane has been on vacation!

We added one new Explorer to the post. We have several potential recruits who have been attending the meetings.

|                               |                        |          |
|-------------------------------|------------------------|----------|
| Training meeting              | 10 Explorers x 2 hours | 20 hours |
| Training meeting              | 8 Explorers x 2 hours  | 16 hours |
| Alcohol/Tobacco investigation | 10 Explorers x 4 hours | 40 hours |

**Total Explorer Hours – October 2006** **76 Hours**

**TRAFFIC ACCIDENT LOCATION REPORT FOR OCTOBER 2006**

**LEGEND:**

|          |                    |      |             |
|----------|--------------------|------|-------------|
| P-LOT-   | PARKING LOT        | H&R- | HIT & RUN   |
| NON -    | NON INJURY         | INJ- | INJURY      |
| PED/CYC- | PEDESTRIAN/CYCLIST | R/A- | ROUNDBABOUT |

| TRAFFIC ACCIDENTS FOR OCTOBER 2006 |                                 |             |          |     |
|------------------------------------|---------------------------------|-------------|----------|-----|
| DATE AND TIME                      | LOCATION                        | TYPE        | CASE#    | AGE |
| 10/4/2006 @ 1816                   | 41st Ave. & Pt. Fosdick Dr.     | NON         | GH061247 | 15  |
| 10/6/2006 @ 18:49                  | 6900 Wagner Way                 | NON         | GH061255 | 20  |
| 10/7/2006 @ 17:49                  | 5100 Borgen Blvd.               | R/A - NON   | GH061257 | 33  |
| 10/9/2006 @ 12:30                  | 45th & Pt. Fosdick Dr.          | NON         | GH061261 | 25  |
| 10/15/2006 @ 0045                  | Filmore & Wollochet             | INJ         | GH061278 | 17  |
| 10/15/2006 @15:14                  | Peacock Hill & 102nd St. Ct. NW | NON         | GH061279 | 44  |
| 10/17/2006 @13:10                  | 4411 Pt. Fosdick Dr.            | P-Lot-Non   | GH061287 | 58  |
| 10/18/2006 @ 0755                  | 2600 Blk Pt. Fosdick Dr.        | NON         | GH061291 | 54  |
| 10/18/2006 @ 0905                  | Olympic Dr. @ SR16 Overpass     | NON         | GH061292 | 18  |
| 10/18/2006 @ 1427                  | Hunt St. @ Skansie Ave.         | NON         | GH061295 | 16  |
| 10/20/2006 @ 0807                  | 6100 Soundview Dr.              | INJ         | GH061300 | 39  |
| 10/20/2006 @ 1155                  | 5100 Borgen Blvd.               | P-Lot-Non   | GH061305 | 37  |
| 10/21/2006 @ 1220                  | Skansie Ave. & Hunt St.         | NON         | GH061306 | 17  |
| 10/24/2006 @ 1415                  | Hunt St. & Wollochet Dr.        | NON         | GH061321 | 17  |
| 10/27/2006 @ 1350                  | 11400 51st Ave.                 | NON         | GH061327 | 62  |
| 10/27/2006 @ 2107                  | 38th Ave. @ 61st St. NW         | NON         | GH061328 | 19  |
| 10/30/2006 @ 1600                  | 5353 33rd Ave.                  | H&R - P-Lot | GH061344 | N/A |

### TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2006 YTD

|                   | Teens (15-18) | Young Adult (19-25) | Adult (26-50) | Seniors (51 over) |
|-------------------|---------------|---------------------|---------------|-------------------|
| January           | 3             | 4                   | 7             | 4                 |
| February          | 1             | 7                   | 5             | 6                 |
| March             | 5             | 4                   | 7             | 1                 |
| April             | 2             | 2                   | 5             | 7                 |
| May               | 3             | 3                   | 8             | 5                 |
| June              | 3             | 2                   | 6             | 1                 |
| July              | 5             | 7                   | 3             | 5                 |
| August            | 3             | 1                   | 4             | 6                 |
| October           | 6             | 3                   | 4             | 3                 |
| <b>YTD Totals</b> | <b>31</b>     | <b>33</b>           | <b>49</b>     | <b>38</b>         |

#### Some of the more interesting calls for the month of October 2006 included:

- October 2<sup>nd</sup>: A 30-year old female reported that while visiting a local coffee shop, she left her purse sitting on a tabletop while she used the restroom. When she returned to her table she discovered her purse was missing. A patron sitting close by told the victim that a female dressed in a business suit had just picked the purse up and walked out the door. The victim confronted the lady wearing the business suit in the parking lot and noticed that she was holding a brief case large enough to contain her purse. When questioned about the purse, the

suspect pushed the victim to the ground and escaped in a black Honda. The victim reported the incident several hours after it occurred and no witnesses could be located. Case # 061234

- October 2<sup>nd</sup>: The GHPD Explorer Post, led by Officer Gary Dahm conducted an alcohol and tobacco sting at several convenient stores within the city limits. The teenage Explorers were split into teams that attempted to purchase alcohol and tobacco products while in plain clothes. Of the nine businesses checked, five sold alcohol to minors and one sold tobacco products. Six different sales clerks were arrested during the operation. All of the clerks were issued criminal citations and released. **Nice job by Officer Dahm and our Explorer Unit!** Case # 061235
- October 2<sup>nd</sup>: Detective Douglas advised patrol units of a 41-year old female passing forged prescriptions at several locations in town. A few days later, Sgt. Emmett was dispatched to a local pharmacy for a female matching the same description attempting to purchase a narcotic pain killer using a forged prescription. The female was located in the waiting room of the pharmacy and was identified as the same subject that Detective Douglas had been searching for. The suspect was taken into custody and during her interview, she admitted to being addicted to pain killers. The suspect was booked into the Pierce County Jail on 28 counts of prescription forgery. Case # 061142
- October 2<sup>nd</sup>: A 16-year old male was taken into custody at the Gig Harbor skateboard park on an active arrest warrant for a probation violation from Remann Hall. When questioned, the male provided false identification; however, he was identified by a second officer on the scene. The 16-year old was booked into Remann Hall. Case # 061236
- October 2<sup>nd</sup>: After stopping a vehicle for a traffic offense, Officer Welch smelled marijuana coming from the interior of the vehicle. When questioned about the smell, the 17-year old male driver produced a baggie from beneath the front seat containing a small amount of marijuana. The 21-year old male passenger in the vehicle was recognized by a back-up officer as being a suspect in two GHPD undercover marijuana buys. Both subjects were taken into custody. The 17-year old driver was arrested for possessing marijuana and released to a parent. The 21-year old was charged with two counts of felony distribution of a controlled substance and booked into the Pierce County Jail. Case #s 061237 & 060365
- October 3<sup>rd</sup>: The foreman at a local construction site reported the theft of two stainless steel refrigerators and one stainless steel dishwasher. The appliances were brand new and being stored in a garage at the building site. The theft occurred while a security guard was on-duty and may have involved a past disgruntled employee. The case is currently under investigation. Case # 061238

- October 4<sup>th</sup>: A city resident reported that sometime during the night time hours, his garage door was opened and his 1998 Mazda pickup truck was stolen along with several power tools from his garage. The investigation determined that the victim's garage door opener was stolen from a vehicle parked outside in the driveway and the perpetrator used it to open the overhead garage door. There are no suspects in the case. Case # 061244
- October 4<sup>th</sup>: Overnight vandals destroyed several lights at the city owned park area located at the end of the "old ferry landing" on Harborview Drive. There were no witnesses to the incident and no suspects at this time. Case # 061248
- October 5<sup>th</sup>: Officers were dispatched to the Gig Harbor skateboard park on an individual selling drugs at that location. When officers questioned the 17-year old male suspect, he admitted to being in possession of Ritalin tablets that were prescribed to his younger brother. The 17-year old was taken into custody and booked into Remann Hall for illegally possessing a controlled substance. Case # 061250
- October 5<sup>th</sup>: A 35-year old male was arrested for attempting to shoplift 14 DVDs and several food items from a local grocery store. The suspect filled his cart with the items and attempted to walk out of the store when he was stopped by store security. When questioned by police, the suspect said he was hungry and decided that he might as well steal the DVDs while he was stealing the food. A records check of the suspect revealed a history of selling DVDs to pawn shops. The suspect was issued a criminal citation and released. Case # 061251
- October 8<sup>th</sup>: While on patrol, Officer Welch stopped a vehicle for expired license plate tabs. Upon contacting the 21-year old male driver, Officer Welch quickly determined that he was under the influence of alcohol. The 21-year old suspect failed sobriety tests and was arrested for DUI. He later blew a .180 on the BAC machine. During his interview, the suspect said that he was the designated driver because the owner of the vehicle was so intoxicated that he had passed out and needed to be driven home. Case # 061259
- October 8<sup>th</sup>: Officer Dahm was sitting in his patrol vehicle when he observed a pickup truck driving over the curb and into the bushes while trying to exit a parking lot. As Officer Dahm was catching up to the pickup, he saw it attempt to turn into an apartment complex and completely miss the apartment driveway. Officer Dahm activated his overhead lights and the pickup came to a stop on the wrong side of the roadway. Officer Dahm contacted the 77-year old male driver and determined that he was intoxicated. The 77-year old failed field sobriety tests and was arrested for DUI. He later blew a .209 on the BAC machine. Case # 061260

**Other reported incidents during the first week of October included:**

- 3 - Non Injury Accidents
  - 1 - Hit & Run Accident
  - 1 – Vehicle Prowl
  - 4 – Driving While License Suspended arrests
- October 10<sup>th</sup>: At approximately 4:30 in the morning, Officer Welch noticed a suspicious male walking in the area of a business park that has been the scene of several thefts in the past. As he stopped and talked with the 25-year old male, a beat-up pickup truck attempted to exit the business park. Officer Welch stopped the pickup and contacted the 25-year old male driver. After several minutes of questioning, Officer Welch was able to determine that the two subjects were friends. Officer Welch was also able to determine that the driver of the pickup was driving with a suspended driver's license and was wanted on an active felony warrant out of Kitsap County. During a search of the pickup incident to arrest, Officer Welch located several small flashlights, bolt cutters, two sets of shaved car keys and a crack pipe. Both subjects were charged with making false statements to law enforcement and possession of drug paraphernalia. Case # 061263
  - October 10<sup>th</sup>: At 1:30 pm Officer Cabacungan arrested a 56-year old female for reckless driving. The arrest resulted from a road rage incident that occurred on SR 16 near the Wollochet exit. Based on witness statements, the 56-year old female driver became angry after being passed on SR16 and chased a male driver to the Wollochet exit where she nearly ran into the back of his vehicle. The angry female then chased the male into the parking lot of the Civic Center where she was later detained. The female was taken into custody and later released to her fiancé after being issued a criminal citation. Case # 061266
  - October 11<sup>th</sup>: Two male Gig Harbor High School students were questioned in regards to throwing a cup of soda out of their car window at a 55-year old female standing near a bus stop. The students admitted to the incident; however, the female victim did not want police action taken towards the students. GHHS officials suspended the two boys for leaving campus without approval due to the fact the incident occurred at 11:30 am during a school day. Case # 061267
  - October 12<sup>th</sup>: A 15-year old female reported that she was raped by her 15-year old boyfriend. After interviewing the victim and the suspect, the investigating officer determined that the two met with the intention of having sex; however, the suspect may not have stopped when asked to do so by the victim. The case has been referred to the Prosecutor's Office for charges. Case # 061270
  - October 13<sup>th</sup>: A 21-year old male reported that while serving a term in jail, two of his friends forged personal checks to themselves from the victim's checking account. All of the subjects involved are drug users and the suspects claimed

the victim wrote them the checks while he was under the influence of drugs. The case is currently under investigation. Case # 061272

- October 14<sup>th</sup>: At 11:54 pm, Officer Welch responded to a residence for a 911 hang-up call. Officer Welch was met at the door by a 50-year old male resident. The male told Officer Welch that he did not know of a 911 call from the residence. When Officer Welch asked the male why he had bloody scratches on his chest, the male admitted that he and his 50-year old wife had been fighting and he pushed her down in the driveway. Officer Welch asked to speak with the female and found her locked in a bathroom. The female refused to open the bathroom door until Sgt. Dougil was able to talk her out. When she finally opened the door, the officers observed bloody scrapes to her forehead. The female refused to provide any information and was upset that the officers were at the scene. The husband was arrested for Assault 4<sup>th</sup> degree (Domestic Violence) and booked into the Pierce County Jail. Case # 061274
- October 14<sup>th</sup>: At 11:00 on Saturday morning, officers were dispatched to the Gig Harbor Skateboard Park on a male teenager spray painting graffiti in the bowl. The responding officers located the teenager and while talking to one of the officers, the teen fled on his bicycle. Unfortunately for the suspect, he left his backpack at the scene which contained spray paint, drug paraphernalia and his identification. The officer was able to contact the suspect's mother and she brought the suspect to the police station a short time later. The 16-year old male was booked into Remann Hall on charges of Malicious Mischief, Possession of Drug Paraphernalia and Obstructing a Law Enforcement Officer. Case # 061276
- October 15<sup>th</sup>: During a heavy rain storm at 12:50 am, radio dispatch advised of a roll-over collision with a pinned occupant in the vehicle just outside of the city limits. Deputies from the Pierce County Sheriff's Office were not available, so officers from GHPD responded. The officers arrived at the scene and determined that the 17-year old female driver had turned a corner too fast and due to the weather conditions, lost control of the vehicle causing it to roll over. The PCFD was able to free the female from the vehicle and she was transported to a local hospital complaining of neck and back pain. The injuries did not appear to be serious and no other vehicles were involved. Case # 061278

**Other reported incidents during the second week of October included:**

- 2 - Non Injury Accidents
  - 1 - Vehicle Prowl
  - 3 - Driving While License Suspended arrests
- October 16<sup>th</sup>: A 20-year old male reported that he was punched several times by another male after knocking on his ex-girlfriends window at midnight. The victim was confronted by the suspect outside the window and the victim fled after the attack. The reporting officer interviewed the ex-girlfriend and she said that she



only knew the suspect as “Ryan” and had no other information about him. The officer noted that the victim had contusions on his head and a swollen lip. Case # 061280

- October 16<sup>th</sup>: A local heating & air conditioning company reported the theft of approximately 30 gallons of gasoline from one of their service vehicles. The theft occurred during the night time hours while the vehicle was parked in their company lot. Case # 061282
- October 17<sup>th</sup>: At 5:30 pm, Officer Garcia responded to a 911 hang-up call in the office of the Henderson Bay High School. Upon arriving, he learned that a mother and her 16-year old daughter were attending a counseling session and the 16-year old daughter had gotten angry and hit her mother with a purse. The purse had a large metal buckle on it and the buckle possibly broke the mother’s finger. The daughter was taken into custody for Assault 4<sup>th</sup> degree (Domestic Violence) and booked into Remann Hall. Case # 061288
- October 18<sup>th</sup>: At 12:45 pm, Officer Chapman was dispatched to a local gas station on a possible drunk driver. Upon arriving, Officer Chapman saw the suspect vehicle attempting to leave the gas pumps. Officer Chapman stopped the vehicle and contacted the 52-year old male driver. Officer Chapman noticed that the male had bloodshot eyes and spoke with heavy slurred speech. The male denied having consumed alcohol; however, he failed field sobriety tests at the scene. The male was taken into custody for DUI and during a search of his vehicle, two empty 24-ounce beer cans were found. The male later blew a .147 & .151 on the BAC machine. Case # 061294
- October 18<sup>th</sup>: A 34-year old female reported that she parked her 1987 Toyota 4-Runner in the parking lot of a local building supply store at about 2:20 in the afternoon. When she returned about 90 minutes later, the vehicle was gone. The victim had the keys to the vehicle in her pocket. No witnesses could be located. Case # 061296
- October 19<sup>th</sup>: A 45-year old female was arrested after walking into a local grocery store at 3:30 in the afternoon and attempting to steal several food items. Store security reported that the female suspect removed two grocery bags from the outside trash bin and then walked around the store placing items into the bags. The female then walked past all of the registers and exited the store where she was confronted by store security. Among the items the suspect placed in the bags were several cans of a energy drink, a chocolate pie and a complete Chinese frozen dinner. When questioned by police, the suspect said that she was only looking at pumpkins outside and denied the attempted theft. Case # 061298
- October 20<sup>th</sup>: At 8:00 am, a chain reaction four-car collision occurred in the 6100 block of Soundview Drive. Three of the vehicles were stopped, while the first

vehicle was waiting to turn left. The driver of the fourth vehicle was not paying attention and drove into the rear of the third vehicle causing the chain reaction collision. One of the occupants in the collision was transported to the hospital complaining of leg pain. The driver of the fourth vehicle was cited for driver inattention. Case # 061300

- October 20<sup>th</sup>: During the night time hours, three inflatable dinghies and one 15' Boston Whaler were stolen from different marinas in the Harbor. All four of the boats were recovered the next morning floating in and around the Harbor. One of the dinghies was missing its 9.9 HP outboard motor and the Boston Whaler suffered damage to its ignition. There are no suspects at this time. Case # 061301
- October 20<sup>th</sup>: A local resident reported the theft of a \$37,000.00 diamond engagement ring from her residence. The female victim said that she placed the ring on a counter top in the kitchen and was planning to take the ring to a jeweler the next day. The victim also said that she has two teenagers living in the residence but does not believe that they or their friends were involved in the theft. Case # 061302
- October 20<sup>th</sup>: A sales clerk from a local upscale women's clothing store reported the theft of \$383.00 worth of store items. The items included necklaces, underwear and a leather belt. The clerk believes that a heavy set female in her 40's was responsible for the theft; however, the clerk did not witness the theft and the female left in an older van without being identified. Case # 061303
- October 21<sup>st</sup>: A male resident reported that he parked his 2003 Chevy Pickup on Harborview Drive at approximately 11:30 pm. When he returned to the vehicle the next morning he found that someone had thrown a large pumpkin into the side of the vehicle causing significant damage. There are no suspects. Case # 061307
- October 21<sup>st</sup>: At approximately 6:30 pm, Officer Dahm was made aware of teenage males writing graffiti (tagging) on Pierce Transit property at the Kimball Park-n-Ride. Upon arriving, Officer Dahm located two 13-year old males writing on an outside transformer with permanent markers. Officer Dahm was able to determine that the teens also "tagged" the glass on one of the shelters and assorted signs. The two were taken into custody for Malicious Mischief and released to their parents. A report of the incident has been forwarded to Remann Hall for charges. Case # 061310
- October 21<sup>st</sup>: A female reported that she parked her 1988 Toyota Pickup in the parking lot of a local grocery store at about 5:00 pm. When she returned a few minutes later, the vehicle was gone. The victim was sure she locked the vehicle and was in possession of the keys. Case # 061313

### **Other reported incidents during the third week of October included:**

- 4 – Non Injury Accidents
  - 1 – Hit & Run Accident
  - 3 – Vehicle Prowls
- 
- October 23<sup>rd</sup>: Between the hours of 6:00 and 7:45 pm, five different vehicles throughout the city were prowled. Entry to each vehicle was made by smashing windows to the vehicles. Three of these vehicles had been parked outside the Gig Harbor High School pool, while the other two were parked on the street in the downtown area. Purses were taken from each of these vehicles.
  - October 26<sup>th</sup>: A resident in the 5900 block of Soundview Drive returned to his apartment to discover that during the day, an unknown suspect(s) entered his apartment and stole a video game player, some video games, and some DVD movies. The responding officer discovered that the sliding glass door to the apartment appeared to be unsecured. The resident noted that the front door was unlocked when he arrived home. It seems as though the suspect(s) entered via the glass door and exited the front door to the residence. No suspects or leads.
  - October 26<sup>th</sup>: Around 2:45 pm, a clerk discovered a purse, credit cards, a notebook, a vehicle registration and several other items that had apparently been taken from at least three different people in Kitsap and Pierce Counties in a dumpster at a convenience store in the 7100 block of Stinson Avenue,. These items had been removed from their vehicles. The responding officer located the victims and returned the property to them. No suspects or leads.
  - October 26<sup>th</sup>: At 6:45 pm, a GHPD Officer responded to a report of possible child abuse by a father. The child had reported that his father had picked him up by the throat and had choked him two days prior. The child had actually called his mother late that night to report that he was “scared” of his father. A school counselor intervened and initiated a report with Child Protective Services. The responding officer interviewed the child and learned that the father had also picked the boy up and dropped him onto the floor, among other actions. While the officer was still gathering information for this report, the father called the mother’s cell phone. The responding officer talked with the father who admitted losing his temper and indicated that he was under a lot of stress. After the officer spoke with the father, the father wanted to apologize to the boy over the phone. The boy was too afraid to speak with the father. This case was sent to the prosecutor in the jurisdiction where the event occurred and was also sent to Child Protective Services for further action.

- October 26<sup>th</sup>: GHPD Officers took a report of a chronic 15-year old runaway from a residence in the 4300 block of 32<sup>nd</sup> Avenue. This same juvenile male has been reported as a runaway at least five times this year and was recovered four days prior while living in filthy conditions in a tent behind a residence just outside the city with other runaways. During that recovery, the male was booked into a Secured Crisis Residential Center (S-CRC) while social workers determined his proper placement. Later, he was returned to the home only to run away again on this date. A 15-year old female Gig Harbor resident was also reported as a runaway the next day and the two are likely staying with a 19-year old transient in this same tent at another location.
- October 28<sup>th</sup>: Between 1:00 and 1:30 pm, a vehicle in the 8400 block of Skansie Avenue was prowled. Entry was made by smashing out a window and a purse was taken from inside the vehicle. This case is likely related to several vehicle prowls that occurred on October 23<sup>rd</sup>.
- October 29<sup>th</sup>: A cashier at a local department store was cited for theft and released after Loss Prevention Specialists determined that he had stolen gift cards from customers. In response to a customer's request to purchase a gift card, the cashier would activate a gift card with the specified amount of money. But instead of giving that gift card to the customer, the cashier would set it aside and give the customer a blank (not yet activated) gift card. The cashier readily admitted that he had done this on three different occasions and said that he had used the cards to purchase food items and a video game from the store.

**Other reported incidents during the fourth week of October included:**

- 3 – Non Injury Accidents
- 6 – Vehicle Prowls
- October 30<sup>th</sup>: At 9:30 am, a 52-year old male was arrested for assaulting his 53-year old girlfriend. Both subjects were highly intoxicated and somewhat uncooperative with the responding officers. The female showed signs of abrasions and bruises to both arms. The female admitted that her boyfriend had “flung her around the room.” The male was booked into the Pierce County Jail. Case # 061342
- October 31<sup>st</sup>: A 16-year old Gig Harbor High School student was arrested for possessing a set of brass knuckles and a prescription bottle full of prescribed schedule II narcotics while at school. During the investigation, it was determined that the prescribed narcotics belonged to another student and the bottle had actually been stolen from the victim's car in the parking lot. The student was released to his parents and a report of the incident was forwarded to Remann Hall for charges. Case # 061346

- October 31<sup>st</sup>: At 4:00 pm, a male described as either white or Hispanic walked into a local bank and handed the teller a note saying “THIS IS A ROBBERY.” The suspect did not display a weapon. The teller handed the suspect cash from her drawer and the suspect walked out of the bank without alarming anyone. No one saw which way the suspect went and an area search by police was unsuccessful. The case is currently under investigation. Case # 061347

#### **TRAVEL / TRAINING:**

- On October 6th, Lt. Colberg and Sgts. Busey, Dougil and Emmett worked with Officer Welch in developing a grading matrix for our new Police Training Officer (PTO) program. The session was held at the Civic Center.
- Several GHPD Officers completed the Incident Command System (ICS) training which is mandated by the federal government.
- PSS Yerry attended an 8-hour Notary seminar in Tacoma.
- Chief Davis attended a three-day Terrorist training in Tacoma hosted by the Pierce County Department of Emergency Management from October 23<sup>rd</sup> through the 25<sup>th</sup>.
- Officer Chapman attended a 40-hour unarmed control tactics training from October 23<sup>rd</sup> through the 27<sup>th</sup>.
- Officer Welch attended a 40-hour Physical Conflict Resolution training session at the Civic Center.
- Detective Douglas participated in Active Shooter training hosted by the Pierce County Sheriff's Department

#### **SPECIAL PROJECTS:**

Our 2005 Year End Report was forwarded to each of you last month. Special recognition goes to Sergeant Busey for his assistance in creating the report.

The annual downtown Gig Harbor Merchant Halloween Trick or Treat event went very well with over an estimated 3,000 people participating. This has been a very successful partnership between the merchants and the city of Gig Harbor.

Lateral interviews were completed and we currently have a Civil Service approved list with three qualified candidates.

Gig Harbor Police, CenturyTel and the Pierce County Sheriff's Department hosted a three-part ID Theft Forum at the Civic Center. Each of the three sessions held on successive Tuesday evenings attracted about 40 people and were very well received.

#### **PUBLIC CONCERNS:**

GHPD served notice of the new Gig Harbor ordinance banning drug paraphernalia items from being sold to three area smoke shops. All shops were given a week to comply with the ordinance. A subsequent compliance check revealed that one of the tobacco shops was still continuing to sell drug paraphernalia. The clerk was issued an infraction in the amount of \$250.00.

Two vessels that have been left at the City Dock for several days (if not weeks) have been impounded. Our department will initiate the process of releasing them to the proper owners or auctioning them off utilizing state statutes.

There were 12 false alarm reports for the month of October. This number is lower than usual and indicates our false alarm compliance program is continuing to reduce the number of false alarms in the city.

### **FIELD CONTACTS:**

Staff made the following contacts in the community during October:

- Leanne O' Neal served as "Chief for the Day." Leanne was the highest bidder at the Gig Harbor Rotary Auction.
- On October 5<sup>th</sup>, Chief Davis served as a "celebrity" judge for the "March of Dimes" Jail and Bail fundraiser at the Brix 24 restaurant in Gig Harbor
- On October 7<sup>th</sup>, Chief Davis along with Mayor Hunter attended the Habitat for Humanity kick-off at the Crocker Group.
- On October 7<sup>th</sup>, Chief Davis attended the Youth Auction at Chapel Hill. The "Chief for a Day" auction item gathered around \$500.00 for the Youth Ministries at the church.
- On October 11<sup>th</sup>, Chief Davis and a group of other chiefs and civic leaders got the opportunity to ride in a C-17 transport at McCord AFB. The flight lasted about four hours and traveled to eastern Washington and as far north as Everett before returning to the base where everybody was treated to lunch.
- On October 18<sup>th</sup>, Chief Davis attended the Tacoma/Pierce County DUI Task Force meeting.
- On October 19<sup>th</sup>, Chief Davis attended the Pierce County Police Chiefs meeting.
- On October 20<sup>th</sup>, Chief Davis and Lt. Colberg attended the Civil Service Commission meeting.
- On October 31<sup>st</sup>, Chief Davis met with Captain Steve Sutton from the Washington State Patrol to discuss Police K-9 services.

### **OTHER COMMENTS:**

Our two recruits, Raquel Brunson and Chet Dennis are continuing to do well at the Police Academy. They are scheduled to graduate on Thursday the 16<sup>th</sup> of November. I will send out an official invitation for those of you that are interested in attending the graduation in Seattle. We are very excited about getting both of our newest officers into our internal training program which will last for approximately 12-weeks. Both officers are scheduled to be solo qualified in March 2007.

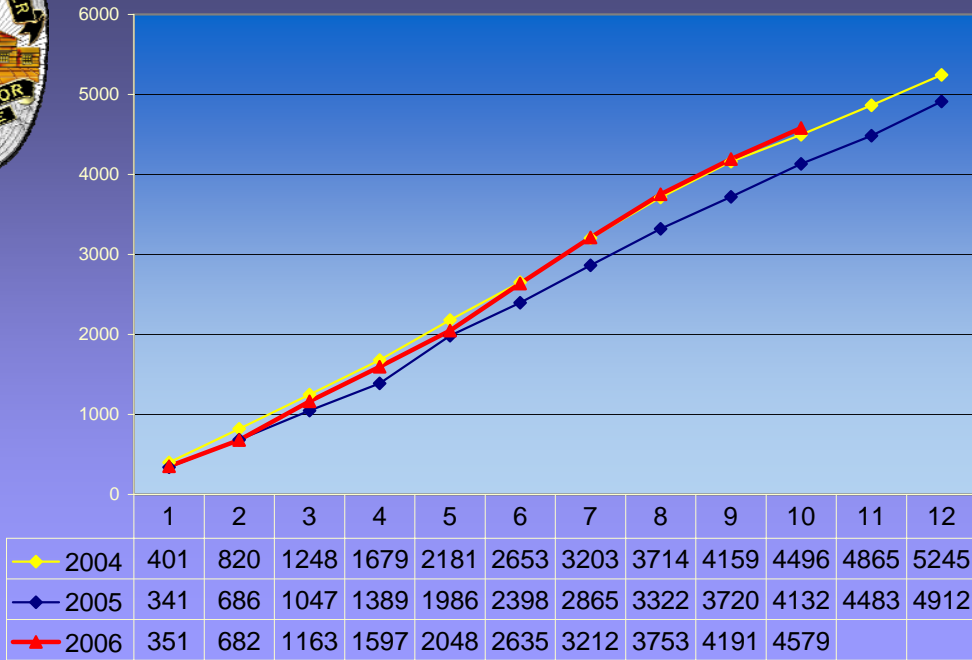
Officer Cabacungan has been selected as the new Reserve Unit coordinator. He served as a reserve for several years before becoming a regular officer—and as a result should bring a lot of great ideas to reenergize the unit. We are looking to increase the unit by at least two officers.

Officer Chapman has been selected as the department's new use of force instructor. He made it through the first two levels of hands on training without any injuries, so it appears he has the durability to become an effective instructor.

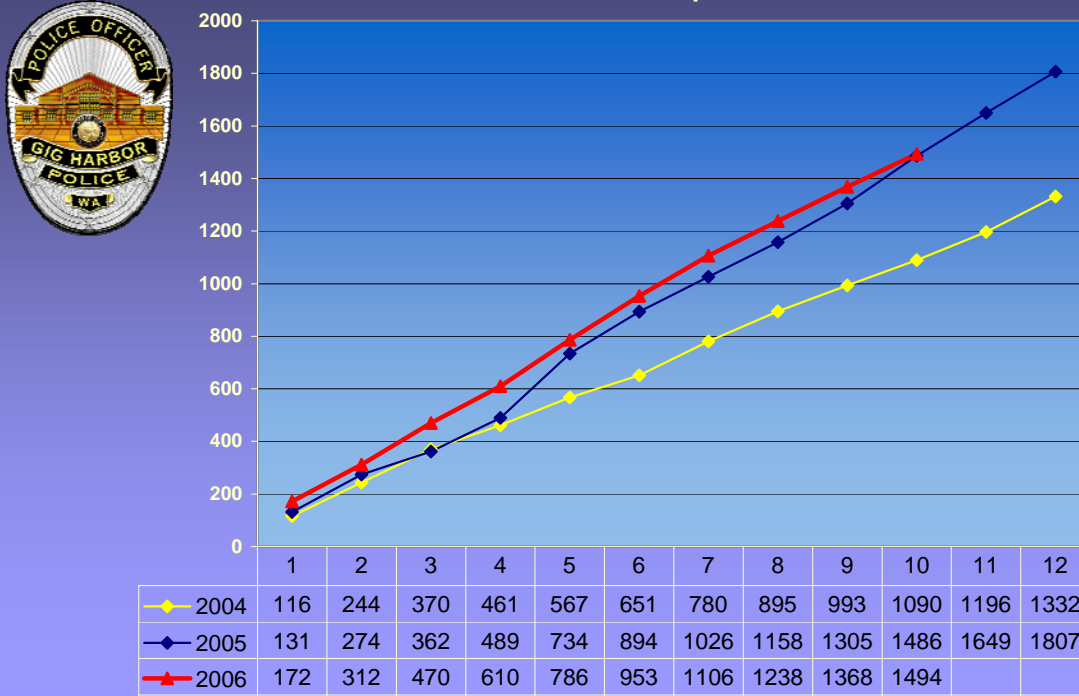
## OCTOBER 2006 YTD MONTHLY ACTIVITY GRAPHS



**GHPD Calls for Service (cumulative)  
2004 - 2006 YTD Comparison**



**Case Reports Written (cumulative)  
2004 - 2006 YTD Comparison**



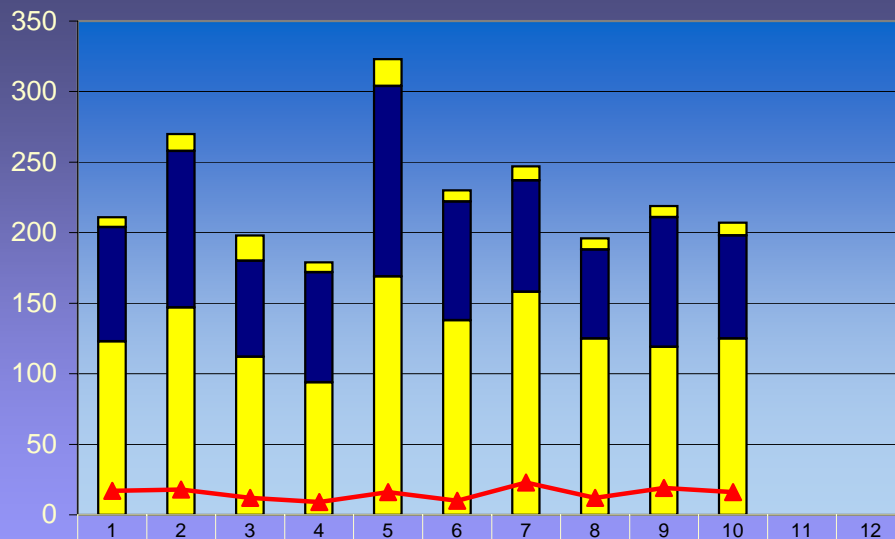


### Trends: Traffic Enforcements vs. Accidents 2005 - 2006 YTD Comparison (cumulative)



|                              | 1  | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9    | 10   | 11   | 12   |
|------------------------------|----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|
| 2005 Infractions + Citations | 71 | 140 | 223 | 337 | 568 | 696 | 779 | 968 | 1092 | 1195 | 1316 | 1432 |
| 2006 Infractions + Citations | 88 | 211 | 297 | 382 | 536 | 628 | 717 | 788 | 888  | 970  |      |      |
| 2005 Reportable Accidents    | 13 | 27  | 45  | 53  | 84  | 96  | 109 | 124 | 140  | 152  | 174  | 199  |
| 2006 Reportable Accidents    | 17 | 35  | 47  | 56  | 72  | 82  | 105 | 117 | 136  | 152  |      |      |

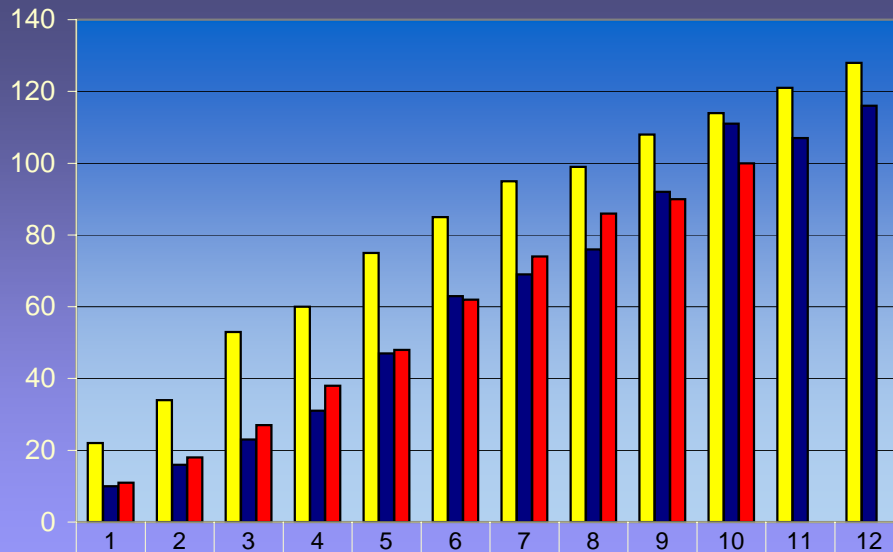
### 2006 Traffic Enforcement vs. Accidents Comparison Monthly Totals



|                            | 1   | 2   | 3   | 4  | 5   | 6   | 7   | 8   | 9   | 10  | 11 | 12 |
|----------------------------|-----|-----|-----|----|-----|-----|-----|-----|-----|-----|----|----|
| Criminal Traffic Citations | 7   | 12  | 18  | 7  | 19  | 8   | 10  | 8   | 8   | 9   |    |    |
| Infractions                | 81  | 111 | 68  | 78 | 135 | 84  | 79  | 63  | 92  | 73  |    |    |
| Verbal Warnings            | 123 | 147 | 112 | 94 | 169 | 138 | 158 | 125 | 119 | 125 |    |    |
| Accidents                  | 17  | 18  | 12  | 9  | 16  | 10  | 23  | 12  | 19  | 16  |    |    |



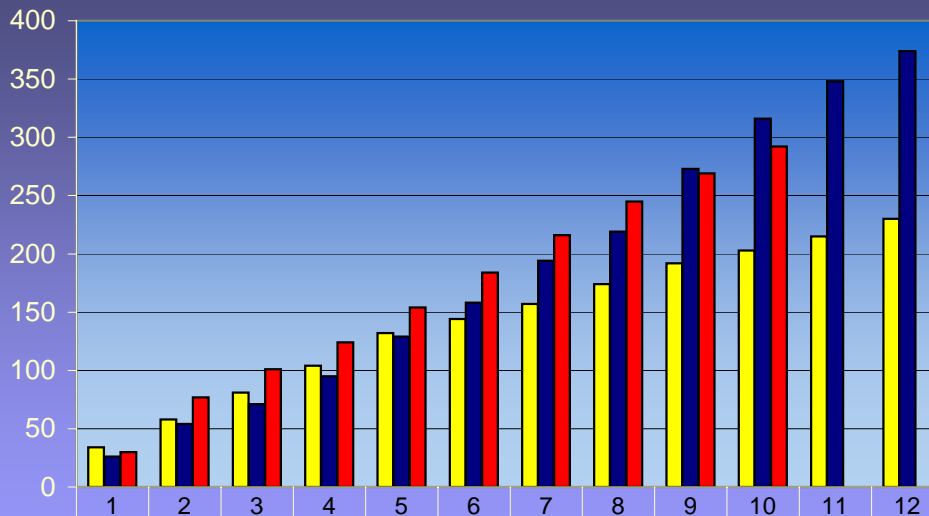
### Felony Arrests (cumulative) 2004 - 2006 YTD Comparison



|               |    |    |    |    |    |    |    |    |     |     |     |     |
|---------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|
| ■ Felony 2004 | 22 | 34 | 53 | 60 | 75 | 85 | 95 | 99 | 108 | 114 | 121 | 128 |
| ■ Felony 2005 | 10 | 16 | 23 | 31 | 47 | 63 | 69 | 76 | 92  | 111 | 107 | 116 |
| ■ Felony 2006 | 11 | 18 | 27 | 38 | 48 | 62 | 74 | 86 | 90  | 100 |     |     |



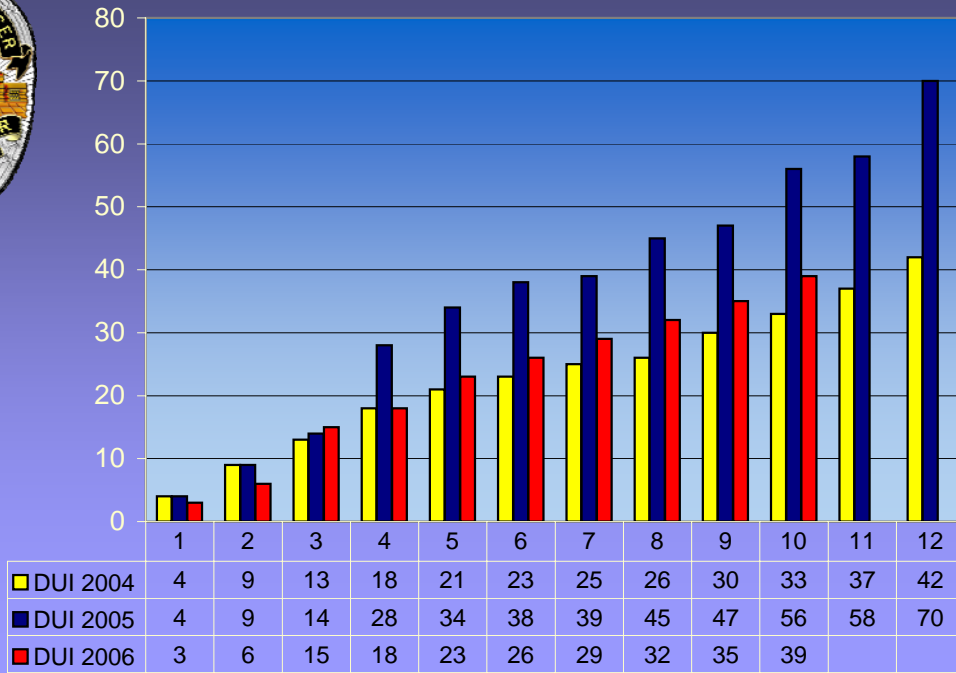
### Misdemeanor Arrests (Cumulative) 2004 - 2006 YTD Comparison



|                    |    |    |     |     |     |     |     |     |     |     |     |     |
|--------------------|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| ■ Misdemeanor 2004 | 34 | 58 | 81  | 104 | 132 | 144 | 157 | 174 | 192 | 203 | 215 | 230 |
| ■ Misdemeanor 2005 | 26 | 54 | 71  | 95  | 129 | 158 | 194 | 219 | 273 | 316 | 348 | 374 |
| ■ Misdemeanor 2006 | 30 | 77 | 101 | 124 | 154 | 184 | 216 | 245 | 269 | 292 |     |     |



### DUI Arrests (cumulative) 2004 - 2006 YTD Comparison



### Warrant Arrests (cumulative) 2004 - 2006 YTD Comparison

