

# **Gig Harbor City Council Meeting**

**April 26, 2010  
5:30 p.m.**



**AMENDED AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, April 26, 2010 – 5:30 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of April 12, 2010.
2. Receive and File: a) AWC RMSA Rebate Check Letter; b) First Quarter Financial Report.
3. Liquor License Action: a) New Application – Gig Harbor Spirits; b) Special Occasion Chamber of Commerce.
4. Kitsap County Jail Contract Renewal.
5. Resolution No. 829 Surplus Vehicle – 1996 Ford Taurus.
6. BB16 Interchange Supplemental Agreement No. 4/Sehmel Drive Right Turn Lane & IJR Document – H.W. Lochner & Associates.
7. Resolutions to Apply for RCO Grant Funds for Jerisich Dock and Cushman Trail Phase III.
8. Approval of Payment of Bills for April 26, 2010: Checks #63442 through #63551 in the amount of \$904,646.66.

**PRESENTATIONS:** Senator Derek Kilmer – Legislative Update.

**OLD BUSINESS:**

1. Public Hearing – Jerisich / Skansie Parks Components.
2. Second Reading of Ordinance – Street Latecomer's.
3. Second Reading of Ordinance – Extending the Sewer Concurrency Reservation Alternative Process and Allocation of Limited Sewer Capacity Process.
4. Second Reading of Ordinance – 2010 Stormwater Manual Revisions.

**NEW BUSINESS:**

1. Ballot for Pierce Transit Board Member.
2. Public Hearing and Resolution – McCormick Creek Plat Agreement.
3. Street Naming – Jasmine Plat.
4. Lodging Tax Advisory Committee Proposal.
5. Cushman Trail – Environmental Permitting Consultant Services Contract.

**STAFF REPORT:**

Fire Inspections Update – Dick Bower.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. PROS Plan Worksession – Mon. May 17 at 5:30 p.m.
2. Operations Committee – Thu. May 20 at 3:00 p.m.
3. Civic Center Closed for Memorial Day – Mon. May 31st

**ADJOURN:**

**MINUTES OF GIG HARBOR CITY COUNCIL MEETING – APRIL 12, 2010**

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

**CALL TO ORDER:** 5:34 p.m.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of March 22, 2010.
2. Receive and File: a) Operations Committee Minutes of Jan. 21, 2010; and b) Feb. 11, 2010.
3. Correspondence / Proclamations: a) Parks Appreciation Day; b) Volunteer Week.
4. Liquor License Action: a) Withdrawal – Paradise Theatre; b) New Application – Mizu Japanese Steakhouse; c) New Application – GPS Gig Harbor; d) Renewals: Walgreens; Anthony's At Gig Harbor; Kelly's Café and Espresso; Tanglewood Grill; and Bistro Satsuma.
5. Resolution No. 827 – Operations Surplus Property.
6. Public Portal and Management Dashboard of Interlocking Software –Palladin.
7. Water System Plan Amendments – Consultant Services Contract / Roth Hill Engineers.
8. Utility Easement – One Mallards Landing LLC.
9. Dedication of Right-of-Way – Burnham Partners LLC.
10. Resolution No. 828 – Information Technology Surplus Equipment.
11. Donkey Creek & Austin Estuary Restoration – Consultant Services Contract/Hood Canal Regional Salmon Enhancement Group.
12. Approval of Payment of Bills for April 12, 2010: Checks #63309 through #63441 in the amount of \$1,002,661.08.
13. Approval of Payroll for the month of March Checks #5662 through #5673 in the amount of \$325,619.21.

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

**PRESENTATIONS:**

1. Parks Appreciation Day Proclamation. Mayor Hunter invited Parks Commissioner Michael Perrow to come forward and accept the proclamation. Mr. Perrow announced the upcoming Parks Appreciation Day on Saturday April 24th and asked everyone to come and participate.
2. Volunteer Appreciation Week Proclamation.
3. MDA – Presentation of Appreciation Plaque. Muscular Dystrophy Association Representative Susie West thanked the City Council for allowing them to hold the “Fill the Boot” fundraiser. She said that in 2009 they raised close to \$11,000 for the 40

families that live in the Gig Harbor City Limits with various forms of Muscular Dystrophy. She explained that the "Fill the Boot" program here is run by the Local #3390 Firefighters and introduced Fireman Mike O'Neill who explained that his own son was born with Duchene Muscular Dystrophy. Mr. O'Neill described the opportunities available because of the "Fill the Boot" program and said it is with honor, pride and thanksgiving that the plaque is being presented to the city from MDA and the Gig Harbor Local Firefighters #3390.

**OLD BUSINESS:**

1. Third Reading of Ordinance – Revising Grease Interceptors Ordinance 1107 to Reflect Uniform Plumbing Code Update. Wastewater Treatment Plant Supervisor Darrel Winans passed out a draft client memo to help the public understand the process. He described the changes to the ordinance since the last reading and addressed Council questions. He stressed that even if a business had the requisite number of plumbing fixtures, it would depend upon the actual usage; this would be considered on a case-by-case basis.

Steve Lynn – 9014 Peacock Hill Avenue. Mr. Lynn voiced concern with the definitions saying that you aren't capturing the actual use with a general category of food establishment. He stressed that the use is the driver for an interceptor and not the DFUs. He said that the existing enforcement action hasn't been utilized effectively and so you may be overburdening the system because of this.

Councilmembers discussed the need to clean up some of the language in the ordinance to make it work better with the planning matrix, but agreed that it could be done in the future.

**MOTION:** Move to adopt Ordinance No. 1185.  
**Ekberg / Young** – unanimously approved.

2. Second Reading of Ordinance – Title 15 Update. Building / Fire Safety Manager Dick Bower presented the second reading of this ordinance and answered questions.

**MOTION:** Move to adopt Ordinance No. 1186.  
**Young / Ekberg** – unanimously approved.

**NEW BUSINESS:**

1. Public Hearing and First Reading of Ordinance – Extending the Sewer Concurrency Reservation Alternative Process and Allocation of Limited Sewer Capacity Process. City Engineer Steve Misiurak presented background information, explaining that both procedures are due to expire on May 31, 2010. Because the Wastewater Treatment Plant Improvements completion is now scheduled for October, this ordinance will extend the expiration date for these procedures until November 30, 2010.

Mayor Hunter opened the public hearing at 6:04 p.m. No one came forward to speak and the public hearing closed. This will return for a second reading at the next meeting.

2. First Reading of Ordinance – 2010 Stormwater Manual Revisions. Steve Misiurak then presented this ordinance that would revise the manual to provide correct code references and definitions. This will return for a second reading at the next meeting.

**STAFF REPORT:**

City Administrator Rob Karlinsey presented two outreach handouts for the Stinson / Harborview Watermain Replacement Project and the Marine Outfall. He asked Council to review the information and respond with comments.

Rob Karlinsey reported that the Parks Commission met to review the PROS Plan, and were okay with the draft. This will be presented to Council at the May 17th workstudy session with the first reading of the ordinance on June 14th and second on June 28th.

**PUBLIC COMMENT:** None.

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

Mayor Hunter said that it’s nice to be back from vacation, stressing that there is no better place than Gig Harbor.

Councilmember Young reported that the Pierce County Regional Council passed the 2040 Regional Plan which then goes to the General Assembly meeting for adoption in two weeks. He said there are two projects on the list: Wollochet and the Purdy 302 improvements. He then gave an update on the JOBS Bill for money earmarked for industrial improvements, saying he was hopeful that the Cushman Trial will be successful in obtaining some of the funding.

Rob Karlinsey added that because it’s federal funding, an environmental assessment would be necessary. If this is done soon it will increase the chance of obtaining the grant and so the contract will be to Council at the next meeting for consideration.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Volunteer Appreciation Event – Mon. Apr 19th at 5:30 p.m.
2. Jerisich / Skansie Parks Workstudy Session 2 – Mon. Apr 19th at 6:30 p.m.

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

**MOTION:** Move to adjourn to Executive Session at 6:14 p.m. for the purpose of discussing potential litigation per RCW 42.30.110(1)(i) and property acquisition per RCW 42.30.110(1)(c) for approximately 45 minutes.

**Kadzic / Malich** – unanimously approved.

**MOTION:** Move to return to regular session at 7:00 p.m.  
**Payne / Kadzik** – unanimously approved.

**MOTION:** Move to authorize the Mayor to execute the Purchase and Sale Agreement substantially in the form attached to the Council Bill and the related closing documents for the property located at 3003 Harborview Drive currently known as Madison Shores Marina.  
**Kadzik / Payne** –

Councilmember Franich spoke in favor of the motion saying this is a nice property to buy that will serve the city well.

Councilmember Young said that although he appreciates that this is a great piece of property he doesn't agree that with this economy that the city should be making major investments like this. He voiced concern that the city's revenue is based upon sales tax we still don't know where the bottom of the local economy might be. He it is paramount to him to not incur the city in any further debt over purchasing this wonderful piece of property.

**RESTATED  
MOTION:**

Move to authorize the Mayor to execute the Purchase and Sale Agreement substantially in the form attached to the Council Bill and the related closing documents for the property located at 3003 Harborview Drive currently known as Madison Shores Marina.  
**Kadzik / Ekberg** – five voted in favor. Councilmember Young voted no.

**MOTION:** Move to approve and authorize the Mayor to execute an agreement with Strickland, Heichman and Hoss Inc. for an appraisal of real property at 3003 Harborview Drive, parcel number 0221081187.  
**Kadzik / Ekberg** – five voted in favor. Councilmember Young voted no.

**MOTION:** Move to approve and authorize the Mayor to execute the agreement with Robinson Noble and Saltbush Inc. for a Phase I Environmental Review of the parcel at 3003 Harborview Drive not to exceed the amount of \$3,500.00.  
**Kadzik / Payne** – five voted in favor. Councilmember Young voted no.

Councilmember Franich said that following up with Councilmember Young's comments, he believes the city is still in a financially perilous position and supported the property purchase because it's an opportunity that may not come around again.

**MOTION:** Move forward, when we deem the market to be in a better state than it is now, to sell the Rohwer Property next to Gig Harbor City Park and use the proceeds from that to help offset the cost of the Madison Shores Property.  
**Franich / Malich –**

Councilmember Young said he appreciates the sentiment, but motions are supposed to take an action and he doesn't think this meets that intent; perhaps this motion should be made with the market improves.

Councilmember Franich said then Council should move forward with a decision to sell the property and set a purchase price we can all live with.

Councilmember Ekberg agreed with Councilmember Young's comments and said he also can understand the desire to minimize any long-term financial obligations. He said that to identify any one property as the remedy should be left to the future when it makes sense in the market; it could be a different property or something entirely different.

**RESTATED**

**MOTION:** Move forward to sell the Rohwer Property next to Gig Harbor City Park and use the proceeds from that to help offset the cost of the Madison Shores Property acquisition.  
**Franich / Malich –** Councilmembers Franich and Malich voted yes. Councilmembers Ekberg, Young, Payne and Kadzik voted no. The motion failed.

Mayor Hunter recognized City Administrator Rob Karlinsey for his hard work putting this together the past few days.

**ADJOURN:**

**MOTION:** Move to adjourn at 7:10 p.m.  
**Ekberg / Franich –** unanimously approved.

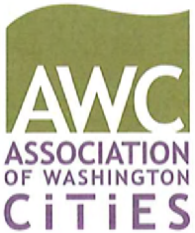
CD recorder utilized: Tracks 1002 – 1020

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk



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CITY OF GIG HARBOR

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March 15, 2010

Mayor Charles Hunter  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor Charles Hunter,

We are pleased to announce that your city will receive an AWC Retro refund check in the amount of \$2,479 within the next few days. This refund check pertains to the 2006 and 2008 policy years, as explained below.

The AWC Retro program's refund distribution and retention policy was established to ensure that adequate member reserves exist to cover the consequence of an adverse claim year and to refund members when financially prudent. The total amount being refunded to all Retro members at this time is \$242,920. After distributing this refund, \$600,215 remains in reserves.

In November of 2009, we received the first adjustment from L & I for policy year 2008 in the amount of \$271,286. We are still working towards building our reserve balance, so are refunding a total of \$232,047 at this time. This refund is equivalent to 50% of the service fee paid by members in 2008.

The remaining \$10,873 of the refund represents half of the balance remaining in reserves for the 2006 policy year. Retro members whose claim costs were *less than* the premium they paid to L & I for 2006 receive a prorated share of that amount as a performance based- refund.

The following is the actual breakdown of the refund for the City of Gig Harbor;

\$2,227	2008 policy year refund (50% of 2008 service fee)
\$252	2006 policy year (pro-rated share of 50% of the remaining 2006 reserve balance as a performance-based refund, if applicable)
\$2,479	Total Refund



There will be two additional annual adjustments for 2008, and we expect to be able to refund the remainder of the 2008 service fee at a later date. After the final adjustment for this policy year, we also hope to be able to distribute a performance-based refund.

I want to thank you for your commitment to the Retro program. Since its inception in 2004, we have distributed refund checks to members totaling more than \$1.7 million. Your efforts to manage claims, implement loss control programs and train staff, and return injured employers to work as soon as possible have made the program successful. We look forward to many years of continued success.

If you have any questions, please feel free to contact me, Linda Triplett or Teri Perrine, 360.753.4137.


Sincerely,

A handwritten signature in cursive script that reads "Deanna K Krell".

Deanna Krell  
Human Resources Programs Manager

cc: David Rodenbach, Finance Director



**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**   
**DATE: APRIL 19, 2010**  
**SUBJECT: 1<sup>st</sup> QUARTER FINANCIAL REPORTS**

The financial reports for the first quarter of 2010 are attached.

Total resources, including revenues and beginning cash balances for all funds, are 54% of the annual budget (as compared to 37% and 35% in 2008 and 2009 respectively). Beginning fund balance for all funds in the current fiscal year was \$14,404,354. Revenues, excluding beginning cash balances and the effects of the revenue bond proceeds, are at 13% of budget, while expenditures are at 12%. This is where revenues and expenditures were after first quarter of 2009.

General Fund first quarter revenues (excluding beginning balance) are at 24% of budget as compared to 26% for the same period last year. Sales tax revenues are not on pace to meet budget. If the current trend continues through the end of the year the city will fall \$255,000 short of budgeted sales tax receipts. Utility taxes are also lagging a bit, and if the current trend is maintained will fall short by about \$65,000. Building permit fees are on track to exceed budget by \$71,000; while planning and land use fees have plummeted from last year and are currently on pace to fall \$135,000 short of budget.

General Fund expenditures are at 21% of budget. All General Fund departments are within first quarter budgeted expenditures.

Water, Sewer and Storm operating fund revenues are at 24%, 22% and 19% of budget; this compares to first quarter 2009 as follows: 22%, 22% and 18% respectively. Water, Sewer and Storm expenditures are at 12%, 22% and 13% through the end of the first quarter. For the same period in 2009 the expenditures were 17%, 13% and 14% of budget, respectively.

All funds have adequate cash on hand to meet upcoming obligations.

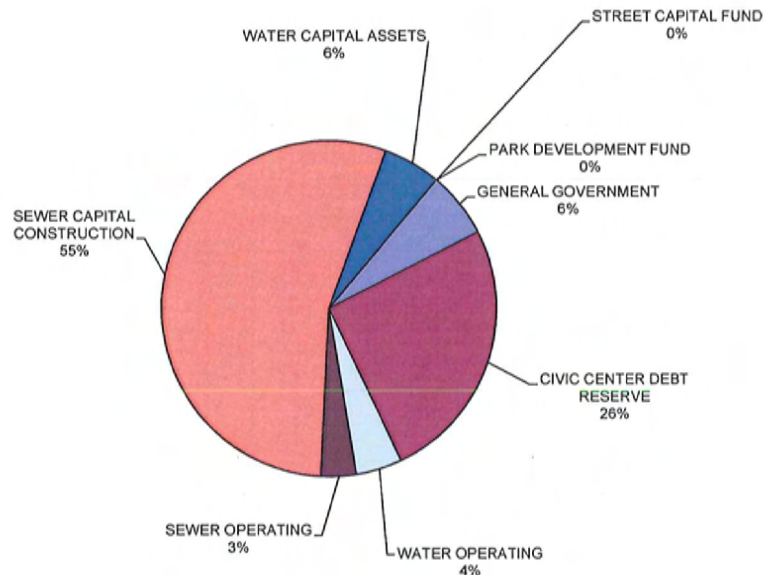
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF MARCH 31, 2010**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 894,873	\$ 1,926,683	\$ 1,715,358	\$ (114,997)	\$ 991,201
101	STREET FUND	408,633	163,086	505,370	(17,425)	48,924
102	STREET CAPITAL FUND	231,764	1,162,907	860,619	(501,258)	32,794
105	DRUG INVESTIGATION FUND	43,722	8,656	43,770	(1,261)	7,347
106	DRUG INVESTIGATION FUND	-	37,012	-	-	37,012
107	HOTEL-MOTEL FUND	139,718	34,903	46,030	(17,749)	110,843
108	PUBLIC ART CAPITAL PROJECTS	91,559	51	-	-	91,610
109	PARK DEVELOPMENT FUND	498,109	198,154	87,884	(341,408)	266,971
110	CIVIC CENTER DEBT RESERVE	3,973,786	2,195	-	-	3,975,980
208	LTGO BOND REDEMPTION	4,798	3	-	-	4,801
209	2000 NOTE REDEMPTION	82,466	55,539	72,299	-	65,706
210	LID NO. 99-1 GUARANTY	95,001	52	-	-	95,054
211	UTGO BOND REDEMPTION	204,699	5,007	-	-	209,706
301	PROPERTY ACQUISITION FUND	122,243	33,244	-	-	155,487
305	GENERAL GOVT CAPITAL IMPR	149,985	33,259	-	-	183,244
309	IMPACT FEE TRUST	30,950	72,053	-	22,240	125,243
401	WATER OPERATING	671,202	233,824	194,034	(14,993)	695,999
402	SEWER OPERATING	597,181	614,991	742,987	57,441	526,626
407	UTILITY RESERVE	189,381	459,629	-	-	649,010
408	UTILITY BOND REDEMPTION	7,195	6,485,063	6,025,773	-	466,485
410	SEWER CAPITAL CONSTRUCTION	4,706,696	5,644,463	637,563	(1,170,077)	8,543,518
411	STORM SEWER OPERATING FUND	444,741	136,343	131,208	89,778	539,654
412	STORM SEWER CAPITAL	1,162	1	-	-	1,163
420	WATER CAPITAL ASSETS	803,423	78,779	15,304	(1,955)	864,943
605	LIGHTHOUSE MAINTENANCE TRUST	2,102	1	-	-	2,103
607	EDDON BOATYARD TRUST	-	-	-	-	-
608	FHS TRAFFIC MITIGATION TRUST	8,965	3	-	1	8,968
631	MUNICIPAL COURT	-	28,914	28,914	-	-
		<b>\$ 14,404,354</b>	<b>\$ 17,414,813</b>	<b>\$ 11,107,113</b>	<b>\$ (2,011,663)</b>	<b>\$ 18,700,391</b>

**COMPOSITION OF CASH AND INVESTMENTS  
AS OF MARCH 31, 2010**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 1,300
CASH IN BANK			469,069
LOCAL GOVERNMENT INVESTMENT POOL		0.2245%	18,230,022
			<b>\$ 18,700,391</b>

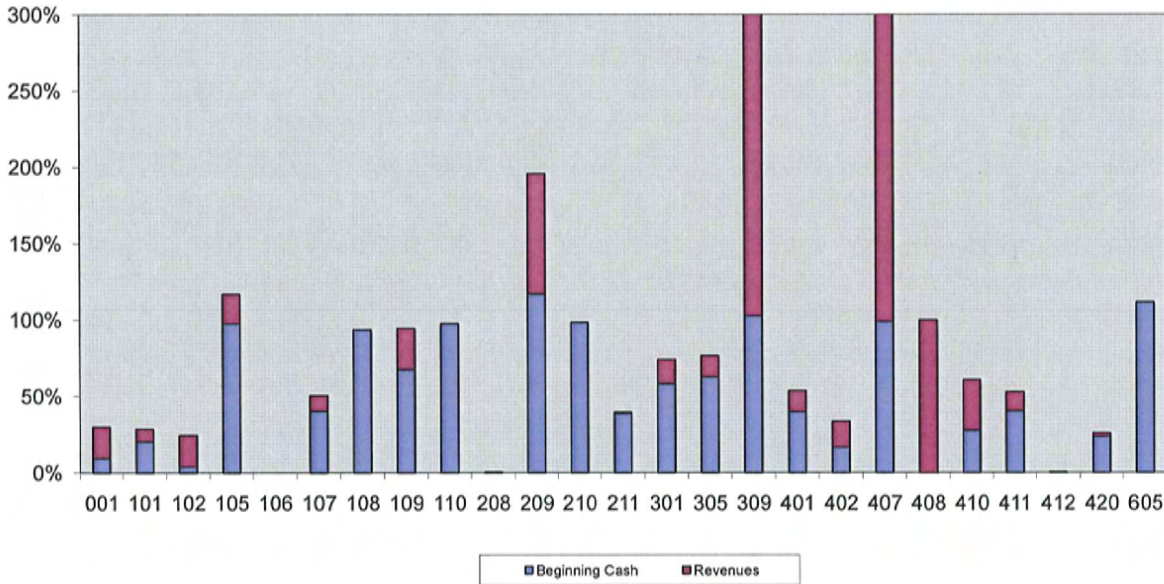
**Ending Cash Balances by Fund**



**CITY OF GIG HARBOR**  
**YEAR-TO-DATE RESOURCE SUMMARY**  
**AND COMPARISON TO BUDGET**  
**AS OF MARCH 31, 2010**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,421,319	\$ 2,821,557	\$ 6,599,762	30%
101	STREET FUND	2,003,957	571,719	1,432,238	29%
102	STREET CAPITAL FUND	5,705,350	1,394,671	4,310,679	24%
105	DRUG INVESTIGATION FUND	44,742	52,378	(7,636)	117%
106	DRUG INVESTIGATION FUND	37,370		37,370	
107	HOTEL-MOTEL FUND	346,109	174,621	171,488	50%
108	PUBLIC ART CAPITAL PROJECTS	97,775	91,610	6,165	94%
109	PARK DEVELOPMENT FUND	736,144	696,263	39,881	95%
110	CIVIC CENTER DEBT RESERVE	4,076,262	3,975,980	100,282	98%
208	LTGO BOND REDEMPTION	1,263,536	4,801	1,258,735	0%
209	2000 NOTE REDEMPTION	70,451	138,005	(67,554)	196%
210	LID NO. 99-1 GUARANTY	96,728	95,054	1,674	98%
211	UTGO BOND REDEMPTION	528,353	209,706	318,647	40%
301	PROPERTY ACQUISITION FUND	209,992	155,487	54,505	74%
305	GENERAL GOVT CAPITAL IMPR	239,004	183,244	55,760	77%
309	IMPACT FEE TRUST	30,104	103,003	(72,899)	342%
401	WATER OPERATING	1,683,625	905,026	778,599	54%
402	SEWER OPERATING	3,599,770	1,212,172	2,387,598	34%
407	UTILITY RESERVE	191,345	649,010	(457,665)	339%
408	UTILITY BOND REDEMPTION	6,492,999	6,492,257	742	100%
410	SEWER CAPITAL CONSTRUCTION	17,036,541	10,351,159	6,685,382	61%
411	STORM SEWER OPERATING FUND	1,101,415	581,084	520,331	53%
412	STORM SEWER CAPITAL	458,437	1,163	457,274	0%
420	WATER CAPITAL ASSETS	3,413,306	882,201	2,531,105	26%
605	LIGHTHOUSE MAINTENANCE TRUST	1,886	2,103	(217)	112%
608	FHS TRAFFIC MITIGATION TRUST		8,967	(8,967)	
631	MUNICIPAL COURT		28,914	(28,914)	
		<b>\$ 58,886,520</b>	<b>\$ 31,782,155</b>	<b>\$ 27,104,365</b>	<b>54%</b>

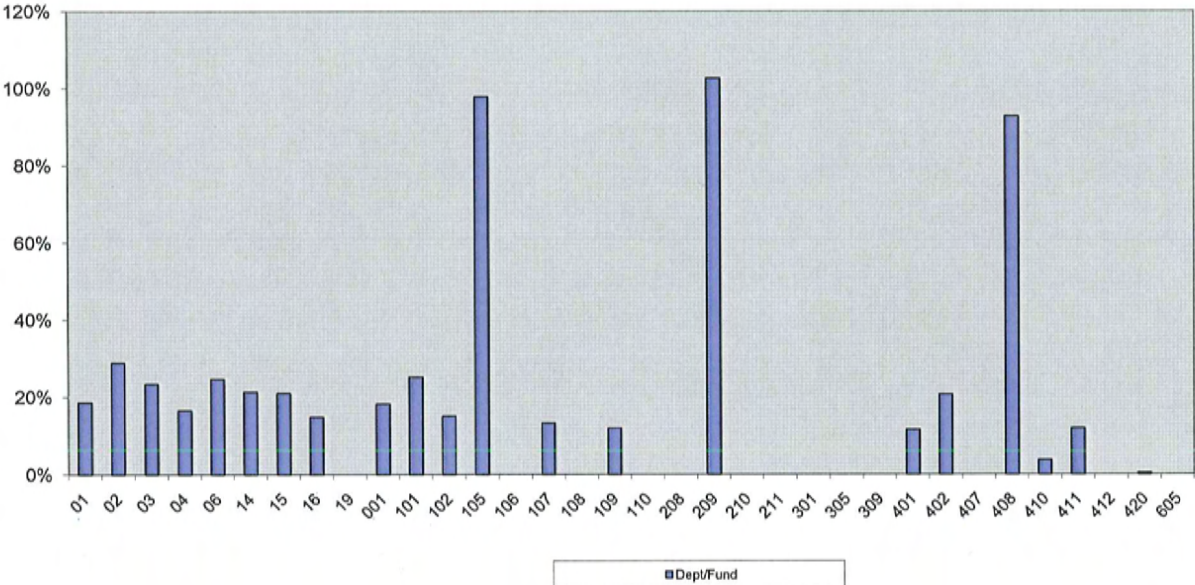
**Resources as a Percentage of Annual Budget**



CITY OF GIG HARBOR  
 YEAR-TO-DATE EXPENDITURE SUMMARY  
 AND COMPARISON TO BUDGET  
 FOR PERIOD ENDING MARCH 31, 2010

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,113,701	\$ 394,080	\$ 1,719,621	19%
02	LEGISLATIVE	27,850	8,055	19,795	29%
03	MUNICIPAL COURT	325,050	75,993	249,057	23%
04	ADMINISTRATIVE/FINANCIAL	1,287,450	213,456	1,073,994	17%
06	POLICE	2,589,888	638,689	1,951,199	25%
14	COMMUNITY DEVELOPMENT	1,194,950	255,348	939,602	21%
15	PARKS AND RECREATION	441,975	92,809	349,166	21%
16	BUILDING	249,038	36,929	212,109	15%
19	ENDING FUND BALANCE	1,191,417	-	1,191,417	
001	TOTAL GENERAL FUND	9,421,319	1,715,358	7,705,961	18%
101	STREET FUND	2,003,958	505,370	1,498,588	25%
102	STREET CAPITAL FUND	5,705,350	860,619	4,844,731	15%
105	DRUG INVESTIGATION FUND	44,742	43,770	972	98%
106	DRUG INVESTIGATION FUND	37,370	-	37,370	
107	HOTEL-MOTEL FUND	346,109	46,030	300,079	13%
108	PUBLIC ART CAPITAL PROJECTS	97,775	-	97,775	
109	PARK DEVELOPMENT FUND	736,144	87,884	648,260	12%
110	CIVIC CENTER DEBT RESERVE	4,076,262	-	4,076,262	
208	LTGO BOND REDEMPTION	1,263,535	-	1,263,535	
209	2000 NOTE REDEMPTION	70,451	72,299	(1,848)	103%
210	LID NO. 99-1 GUARANTY	96,728	-	96,728	
211	UTGO BOND REDEMPTION	528,353	-	528,353	
301	PROPERTY ACQUISITION FUND	209,992	-	209,992	
305	GENERAL GOVT CAPITAL IMPR	239,004	-	239,004	
309	IMPACT FEE TRUST	30,104	-	30,104	
401	WATER OPERATING	1,683,625	194,034	1,489,591	12%
402	SEWER OPERATING	3,599,770	742,987	2,856,783	21%
407	UTILITY RESERVE	191,345	-	191,345	
408	UTILITY BOND REDEMPTION	6,492,999	6,025,773	467,227	93%
410	SEWER CAPITAL CONSTRUCTION	17,036,541	637,563	16,398,978	4%
411	STORM SEWER OPERATING FUND	1,101,415	131,208	970,207	12%
412	STORM SEWER CAPITAL	458,437	-	458,437	
420	WATER CAPITAL ASSETS	3,413,306	15,304	3,398,002	0%
605	LIGHTHOUSE MAINTENANCE TRUST	1,886	-	1,886	
607	EDDON BOATYARD TRUST	-	-	-	
608	FHS TRAFFIC MITIGATION TRUST	-	-	-	
631	MUNICIPAL COURT	-	28,914	(28,914)	
		\$ 58,886,520	\$ 11,107,113	\$ 47,779,407	19%

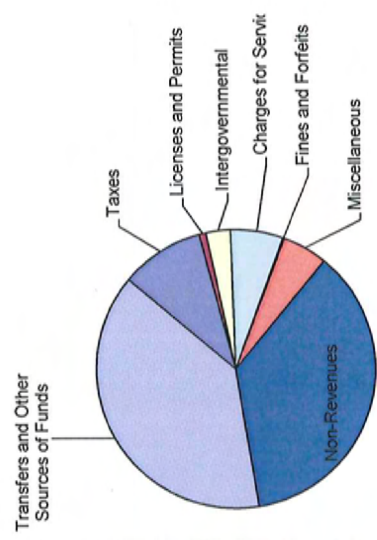
Expenditures as a Percentage of Annual Budget



CITY OF GIG HARBOR  
 YEAR-TO-DATE REVENUE SUMMARY  
 BY TYPE  
 FOR PERIOD ENDING March 31, 2010

TYPE OF REVENUE	AMOUNT
Taxes	\$ 1,689,488
Licenses and Permits	138,968
Intergovernmental	496,322
Charges for Services	1,056,522
Fines and Forfeits	31,511
Miscellaneous	906,916
Non-Revenues	6,348,620
Transfers and Other Sources of Funds	6,746,466
Total Revenues	17,414,813
Beginning Cash Balance	14,404,354
Total Resources	\$ 31,819,167

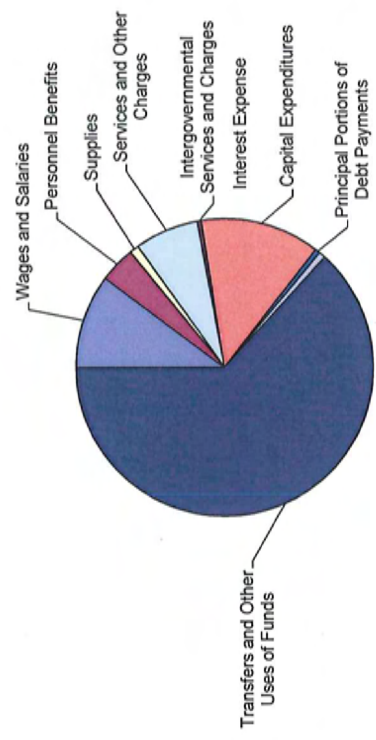
Revenues by Type - All Funds



CITY OF GIG HARBOR  
 YEAR-TO-DATE EXPENDITURE SUMMARY  
 BY TYPE  
 FOR PERIOD ENDING March 31, 2010

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	\$ 1,137,514
Personnel Benefits	434,931
Supplies	110,580
Services and Other Charges	769,942
Intergovernmental Services and Charges	50,874
Capital Expenditures	1,439,288
Principal Portions of Debt Payments	60,000
Interest Expense	78,606
Transfers and Other Uses of Funds	7,025,379
Total Expenditures	11,107,113
Ending Cash Balance	18,700,391
Total Uses	\$ 29,807,504

Expenditures by Type - All Funds



CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF MARCH 31, 2010

		SPECIAL REVENUE FUNDS									
		101	102	105	106	107	108	109	110		
		STREET	ST CAP	DRUG	DRUG	HOTEL -	PUBLIC ART	PARK DVLP	CIVIC CTR		
				INVESTIGATION	INVESTIGATION	MOTEL	PROJECTS	FUND	DEBT RSRV		
ASSETS											
CASH	\$	1,227	\$ 823	\$ 1,159	\$ 928	\$ 2,781	\$ 2,298	\$ 6,697	\$ 99,738		
INVESTMENTS		47,697	31,971	6,188	36,084	108,062	89,312	260,274	3,876,243		
RECEIVABLES		49,684	862,898	-	-	32,335	-	-	-		
FIXED ASSETS		-	-	-	-	-	-	-	-		
OTHER		-	-	-	-	-	-	-	-		
TOTAL ASSETS		98,608	895,692	7,347	37,012	143,178	91,610	266,971	3,975,980		
LIABILITIES											
CURRENT		3,049	-	-	-	-	-	5,279	-		
LONG TERM		30,581	-	-	-	-	-	-	-		
TOTAL LIABILITIES		33,631	-	-	-	-	-	5,279	-		
FUND BALANCE:											
BEGINNING OF YEAR		407,261	593,404	42,461	-	154,304	91,559	138,536	3,973,786		
Y-T-D REVENUES		163,086	1,162,907	8,656	37,012	34,903	51	198,154	2,195		
Y-T-D EXPENDITURES		(505,370)	(860,619)	(43,770)	-	(46,030)	-	(74,997)	-		
ENDING FUND BALANCE		64,977	895,692	7,347	37,012	143,178	91,610	261,692	3,975,980		
TOTAL LIAB. & FUND BAL.		98,608	895,692	7,347	37,012	143,178	91,610	266,971	3,975,980		

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF MARCH 31, 2010

		SPECIAL REVENUE FUNDS						TOTAL
		301	305	309	605	608	631	SPECIAL
		PROPERTY ACQUISITION	GEN GOVT CAPITAL	IMPACT FEE TRUST	LIGHTHOUSE MAINT	FHS TRFC MITIGATION	MUNICIPAL COURT	REVENUE
ASSETS								
CASH	\$	3,900	\$ 4,597	\$ 3,142	\$ 53	\$ 225	\$ -	\$ 127,568
INVESTMENTS		151,586	178,647	122,102	2,051	8,742	-	4,918,958
RECEIVABLES		-	-	-	-	-	-	944,917
FIXED ASSETS		-	-	-	-	-	-	-
OTHER		-	-	-	-	-	-	-
TOTAL ASSETS		155,487	183,244	125,243	2,103	8,967	-	5,991,443
LIABILITIES								
CURRENT		-	-	27,800	-	-	-	36,128
LONG TERM		-	-	-	-	-	-	30,581
TOTAL LIABILITIES		-	-	27,800	-	-	-	66,710
FUND BALANCE:								
BEGINNING OF YEAR		122,243	149,985	25,390	2,102	8,965	-	5,709,996
Y-T-D REVENUES		33,244	33,259	72,053	1	3	28,914	1,774,437
Y-T-D EXPENDITURES		-	-	-	-	-	(28,914)	(1,559,700)
ENDING FUND BALANCE		155,487	183,244	97,443	2,103	8,967	-	5,924,733
TOTAL LIAB. & FUND BAL.	\$	155,487	\$ 183,244	\$ 125,243	\$ 2,103	\$ 8,967	\$ -	\$ 5,991,442



**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF MARCH 31, 2010**

	208	209	210	211	TOTAL
	LTGO BOND	2000 NOTE	LID 99-1	UTGO BOND	TOTAL
	REDEMPTION *****	REDEMPTION*****	GUARANTY	REDEMPTION*****	DEBT SERVICE
<b>ASSETS</b>					
CASH	\$ 120	\$ 1,648	\$ 2,384	\$ 5,260	\$ 9,414
INVESTMENTS	4,680	64,058	92,669	204,445	365,853
RECEIVABLES	-	-	-	11,244	11,244
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>4,801</b>	<b>65,706</b>	<b>95,054</b>	<b>220,949</b>	<b>386,510</b>
<b>LIABILITIES</b>					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	8,248	8,248
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,248</b>	<b>8,248</b>
<b>FUND BALANCE:</b>					
BEGINNING OF YEAR	4,798	82,466	95,001	207,695	389,961
Y-T-D REVENUES	3	55,539	52	5,007	60,601
Y-T-D EXPENDITURES	-	(72,299)	-	-	(72,299)
<b>ENDING FUND BALANCE</b>	<b>4,801</b>	<b>65,706</b>	<b>95,054</b>	<b>212,702</b>	<b>378,262</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 4,801</b>	<b>\$ 65,706</b>	<b>\$ 95,054</b>	<b>\$ 220,949</b>	<b>\$ 386,510</b>



# CITY OF GIG HARBOR



**2010 / 1<sup>ST</sup> QUARTER  
PERFORMANCE AND WORKLOAD  
MEASURES**

# ADMINISTRATION

## Administration

### Performance Measures

	2008 Actual	2009 Goal
<b>Percent of Citizens Agreeing with Survey Questions:</b>		
<b>Pleased with Overall Direction of the City</b>	58%	N/A*
<b>Receive Good Value for Taxes Paid</b>	61%	N/A*
<b>The City Listens to its Citizens</b>	43%	N/A*
<b>City has a Strong Sense of Community</b>	84%	N/A*

\* No survey to be conducted in 2009.

### Workload Measures

	2007 Actual	2008 Actual	2009 Actual	2010 Estimate
<b>Population</b>	6,765	6,780	6,910	7,165
<b>City-wide Assessed Property Valuation</b>	1,448,681,937	1,699,571,402	1,955,970,466	2,061,648,756
<b>Total Capital Project Budget</b>	11,000,000	25,630,000	21,800,000	24,263,000

## City Clerk Office

### Performance Measures

	Public Records Requests (respond within 5 days)	Ordinance /Resolutions (within 4 working days)	Council Packets on time	Minutes done within 6 days
<b>2008 Actual</b>	99.9%	95%	80%	79%
<b>2009 Actual</b>	100%	98%	91%	44%
<b>2010 Estimate</b>	100%	95%	95%	85%

### Workload Measures

	Request for Public Records	Council Packets # of Pages	Ordinances & Resolutions	Minutes - # of pages	Claim for Damages/ Lawsuits
<b>2009 1<sup>st</sup> Quarter</b>	28	1,121	12	57	10
<b>2010 1<sup>st</sup> Quarter</b>	42	1,170	10	41	11
<b>2009 Actual</b>	121	4,586	67	199	46
<b>2010 Estimate</b>	150	4,000	50	75	45

# POLICE

## Performance Measures

	<b>2009 1<sup>st</sup> Qtr</b>	<b>2010 1<sup>st</sup> Qtr</b>	<b>2009 Actual</b>	<b>2010 Estimate</b>
<b>% of citizens who feel safe in general according to survey</b>	n/a	n/a	n/a	80%
<b>UCR Violent crimes per 1000 population</b>	n/a	n/a	2.2	1.5
<b>UCR Property crimes per 1000 population</b>	n/a	n/a	68.8	45
<b>Average police emergency response time in minutes</b>	6.90	7.48	6.67	7.0

## Workload Measures

	<b>2009 1<sup>st</sup> Qtr</b>	<b>2010 1<sup>st</sup> Qtr</b>	<b>2009 Actual</b>	<b>2010 Estimate</b>
<b>Number of dispatched calls for service</b>	1,924	1,846	8,206	8,500
<b>Number of office walk in requests for service</b>	576	548	2,311	2,192
<b>Number of cases assigned for follow-up</b>	79	70	242	280
<b>Number of police reports written</b>	578	534	2,088	2,200

\*Note: UCR stats are published yearly. 2009 rates will be published in June 2010.

# MUNICIPAL COURT

## Performance Measures

	<b>2009 1<sup>st</sup> Quarter</b>	<b>2010 1<sup>st</sup> Quarter</b>	<b>2009 Actual</b>	<b>2010 Estimate</b>
<b>Infraction Filings</b>	402	197	1,545	Not submitted
<b>Infraction Hearings</b>	324	181	957	Not submitted
<b>Criminal Filings</b>	145	121	571	Not submitted
<b>Criminal Hearings</b>	888	829	3,246	Not submitted

## Workload Measures

	<b>2009 1<sup>st</sup> Quarter</b>	<b>2010 1<sup>st</sup> Quarter</b>	<b>2009 Actual</b>	<b>2010 Estimate</b>
<b>Collection Assignments</b>	171/\$119,257	89/\$55,098	574/\$334,642	Not submitted
<b>Collection Recovery</b>	\$18,537	\$17,089	\$69,353	Not submitted
<b>% PC Compliance</b>	100%	100%	100%	Not submitted
<b>% Speedy Compliance</b>	100%	100%	100%	Not submitted

## Misc. Local Revenue Categories\*

	<b>2009 1<sup>st</sup> Quarter</b>	<b>2010 1<sup>st</sup> Quarter</b>	<b>2009 Actual</b>	<b>2010 Estimate</b>
<b>Warrant costs</b>	N/A	\$738	\$3,203	Not submitted
<b>DUI Emerg Recovery</b>	N/A	\$1,458	\$5,871	Not submitted
<b>Public Def Recover</b>	N/A	\$286	\$2,097	Not submitted
<b>Probation</b>	N/A	\$13,525	\$65,319	Not submitted

\* New tracking data

The Court does not set gross revenue or case filing goals.  
Judge Dunn does not influence nor comment on revenue or case filings.

# BUILDING AND FIRE SAFETY

## Performance Measures

	2007 Actual	2008 Actual	2009 Estimate	2010 Goal
Triage new building permit applications within 1 week of receipt of complete application (OCA)	30%	50%	70%	90%
Complete first review or plan approval letter within 28 days of receipt of complete application (OCA)	90%	90%	95%	95%
Provide second review or approval letter within 14 days of receipt of re-submittals	85%	80%	85%	90%
Provide inspections within 24 hours of request	98%	99%	99%	98%

## Workload Measures

	2007 Actual	2008 Actual	2009 Estimate	2010 Goal
Inspections per day per inspector/asst. BO/FM (max)	N/A	N/A	4	10
Major projects assigned per inspector/asst. BO/FM (max)	N/A	N/A	3	3
Special projects per staff member (max at one time)	N/A	N/A	1	2
Professional development activities (per month min)	N/A	N/A	2	2

# PLANNING DEPARTMENT

## Performance Measures

	2009 1 <sup>st</sup> Qtr	2010 1 <sup>st</sup> Qtr	2009 Actual	2010 Estimate
% of land use cases processed under 120 days	95%	97%*	98%	100%
% of preliminary plats processed under 90 days	0%	N/A	50%	100%
% of short plats processed under 30 days	N/A	N/A	0%	100%

### NOTES

\* Reflects one case that exceeded time limit

## Workload Measures

	2009 1 <sup>st</sup> Qtr	2010 1 <sup>st</sup> Qtr*	2009 Actual	2010 Estimate
Number of land use cases	89	68	304	300
Amount of fees collected	\$45,690	\$22,847	\$213,196	\$193,000

### NOTES

\* 2010 Q1 numbers include \$3,489.92 in refunds to applicants who withdrew their projects. Fees also appear low, compared to the number of permits received, as there are several permits for which payment was pending as of the end of the quarter (\$8,475).



# PUBLIC WORKS

## Parks

### Performance Measures

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 1<sup>st</sup> Qtr Actual</b>	<b>2010 1<sup>st</sup> Qtr Actual</b>
Landscaping Maintained (sq ft/FTE)	545,481	598,106	175,500	149,526
Parks cleaned per day	100%	100%	100%	100%
Complaints addressed within 24 hrs	95%	95%	100%	100%

### Workload Measures

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 1<sup>st</sup> Qtr Actual</b>	<b>2010 1<sup>st</sup> Qtr Actual</b>
Acres of park space & streetscapes	71.7	71.7	71.7	71.7
Community event sponsored hours	942	1000	70	77
Acres of park land (per FTE)	N/A	N/A	N/A	N/A
Park related phone calls	83	80	11	13

\* Number is average over the whole year due to seasonal mowing schedule.

## Streets

### Performance Measures

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 1<sup>st</sup> Qtr Actual</b>	<b>2010 1<sup>st</sup> Qtr Actual</b>
Streets sweeping (FTE hours)	462	500	131	105
Streets maintain (lane miles/FTE)	5.6	5.6	5.6	5.6

### Workload Measures

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 1<sup>st</sup> Actual</b>	<b>2010 1<sup>st</sup> Qtr Actual</b>
Streetlights	423	423	423	423
Lane miles maintained	81.45	81.45	76	81.45
Street signs repaired	427	400	241	30
Pavement markings (feet)	428,297	428,297	3 <sup>rd</sup> quarter	3 <sup>rd</sup> quarter
Sidewalks maintained (feet)	157,784	157,784	157,784	157,784
Street-related phone calls	111	100	20	35
Fleet serviced shop vehicles (hrs)	353.45	400	64.75	109.50
Fleet serviced police vehicles (hrs)	249.10	300	58	66

## Water

### Performance Measures

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 1<sup>st</sup> Qtr Actual</b>	<b>2010 1<sup>st</sup> Qtr Actual</b>
Meters read per FTE	3,248	3,248	3,184	3,243
After hrs emer. responses w/in 45 min.	100%	100%	100%	100%

### Workload Measures

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 4<sup>th</sup> Qtr Actual</b>	<b>2010 4<sup>th</sup> Qtr Actual</b>
Gallons of storage capacity	4,550,000	4,550,000	4,550,000	4,550,000
Number of gallons pumped per year	320.08 mg	320.08	66.26 mg	55.5 mg
Number of water related calls	119	100	30	31

## Stormwater

### Performance Measures

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 1<sup>st</sup> Qtr Actual</b>	<b>2010 1<sup>st</sup> Qtr Actual</b>
Percent of storm ponds brushed	100%	100%	100%	100%
Progress toward NSDES Phase II comp.	60%	75%	15%	65%

### Workload Measures

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 4<sup>th</sup> Qtr Actual</b>	<b>2010 4<sup>th</sup> Qtr Actual</b>
Catch basins cleaned	1,000	1,000	4 <sup>th</sup> quarter	4 <sup>th</sup> quarter
Catch basins installed	3	5	0	0
Catch basins maintained	1,000	1,000	4 <sup>th</sup> quarter	4 <sup>th</sup> quarter
Storm ponds maintained	12	12	3 <sup>rd</sup> quarter	3 <sup>rd</sup> quarter

## Wastewater

### Performance Measures

	2009 Actual	2010 Estimate	2009 1 <sup>st</sup> Qtr Actual	2010 1 <sup>st</sup> Qtr Actual
Dewatering w/ thickening process (gallons)	3,266,610	3,429,111	788,831	84,017
Line Cleaning (feet)	36,140	35,000	n/a	n/a
Plant performance award	Yes	Yes	4 <sup>th</sup> qtr.	4 <sup>th</sup> qtr.

### Workload Measures

	2009 Actual	2010 Estimate	2009 1 <sup>st</sup> Qtr Actual	2010 1 <sup>st</sup> Qtr Actual
Raw sewage treated	302.61 mg	336.43 mg	79.2999 mg	84.107 mg
Tons of bio-solids produced*	1171.35 wet tons	736.04 wet tons	290.47 wet tons	184.01 wet tons
Work orders for plant/lift station maintenance	430/457	450/460	130/113	137/144
Lift station checks	884	884	221	221
Corrective/Special Projects Work Order QUANTITY	44/59	40/60	9 plant/ 19 LS	8 plant/ 12 LS
Corrective/Special Projects Work Orders HOURS	394/383.75	400/380	70.5 plant/ 115.75 LS	50 plant/ 101.5 LS

\* The reduction in biosolid tons produced is a positive cost saving measure.

## Engineering

### Performance Measures

	2009 Actual	2010 Estimate	2009 1 <sup>st</sup> Qtr Actual	2010 1 <sup>st</sup> Qtr Actual
Percent of project milestones met with the quarter ( <i>new measure for 2009</i> )	Not submitted	Not submitted	Not submitted	Not submitted
Ratio of PW variances approved w/in 6 weeks of complete application	Not submitted	Not submitted	Not submitted	Not submitted

### Workload Measures

	2009 Actual	2010 Estimate	2009 1 <sup>st</sup> Qtr Actual	2010 1 <sup>st</sup> Qtr Actual
Number of capital projects construction surveyed by staff	Not submitted	Not submitted	Not submitted	Not submitted
Traffic modeling completed by staff	Not submitted	Not submitted	Not submitted	Not submitted

# FINANCE

## Finance

### Performance Measures

	2009 1 <sup>st</sup> Quarter	2010 1 <sup>st</sup> Quarter	2009 Actual	2010 Estimate
Maintain city bond rating (Moody's A2)	A2	A2	A2	A2
Unqualified audit financial statement opinion	Yes	Yes	Yes	Yes

### Workload Measures

	2009 1 <sup>st</sup> Quarter	2010 1 <sup>st</sup> Quarter	2009 Actual	2010 Estimate
Number of invoices processed	1,411	1,179	1,411	9,200
Number of transactions receipted	4,209	4,502	16,051	17,500
Number of utility bills processed	3,190	3,219	3,190	14,220
Number of payroll checks processed	722	563	722	2,520
Number of business licenses processed	160	209	629	700

## Information Technology

### Performance Measures

	2007 Actual	2008 Actual	2009 Actual	2010 1 <sup>st</sup> Quarter
Average Cost of IT per Citizen *	26	31	28	20
Average Cost of IT per Employee *	1667	1880	1666	1471
Network uptime	99%	99%	99%	99%

### Workload Measures

	2007 Actual	2008 Actual	2009 Actual	2010 1 <sup>st</sup> Quarter
Number of IT staff	2	2	2	1.5
Number of remote sites	2	3	3	3
Average monthly help desk calls	225	360	370	295

# MARKETING

## Performance Measures

	<b>2009 1<sup>st</sup> Quarter</b>	<b>2010 1<sup>st</sup> Quarter</b>	<b>2009 Actual</b>	<b>2010 Estimate</b>
<b>Occupancy Percentages</b>	Not submitted	Not submitted	Not submitted	Not submitted
<b>% Change in Visitor Info Requests</b>	Not submitted	Not submitted	Not submitted	Not submitted
<b>Editorial Medial Value **</b>	Not submitted	Not submitted	Not submitted	Not submitted
<b>Website Hits or Pageviews (as of 6/1/09)*</b>	Not submitted	Not submitted	Not submitted	Not submitted

## Workload Measures

	<b>2009 1<sup>st</sup> Quarter</b>	<b>2010 1<sup>st</sup> Quarter</b>	<b>2009 Actual</b>	<b>2010 Estimate</b>
<b>Promotion and Advertising Budget</b>	Not submitted	Not submitted	Not submitted	Not submitted
<b>Number of Filled Requests</b>	Not submitted	Not submitted	Not submitted	Not submitted
<b>Travel writers/media hosted in Gig Harbor</b>	Not submitted	Not submitted	Not submitted	Not submitted
<b>Staff Event Management Hours</b>	Not submitted	Not submitted	Not submitted	Not submitted



NOTICE OF LIQUOR LICENSE APPLICATION

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

DRL

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 4/16/10

UBI: 603-002-291-001-0001

License: 406424 - 1U County: 27
Tradename: GIG HARBOR SPIRITS
Address: 4904 BORGEN BLVD NW STE A
GIG HARBOR WA 98332-5723

APPLICANTS:
GIG HARBOR SPIRITS, INC.
SCHNERINGER, TRACEY
1969-11-25
SCHNERINGER, JEFFREY S
(Spouse) 1965-07-25

Phone No.: 253-303-0028 TRACEY SCHNERINGER

Privileges Applied For:
BEER/WINE SPECIALTY SHOP

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ? YES NO
2. Do you approve of location ? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? YES NO
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

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

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

TO: MAYOR OF GIG HARBOR

April 8, 2010

SPECIAL OCCASION # 092720

CHAMBER OF COMMERCE-GIG HARBOR  
3311 HARBORVIEW  
GIG HARBOR WA 98335

DATE: JUNE 5, 2010

TIME: NOON TO 10 PM

PLACE: ENCLOSED AREA, PARKING LOT, 3212 HARBORVIEW DR, GIG HARBOR

CONTACT: WARREN ZIMMERMAN

253-851-6865

SPECIAL OCCASION LICENSES

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

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

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

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

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

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



**Subject: Agreement with Kitsap County to allow incarceration of our prisoners in the Kitsap County Jail**

**Proposed Council Action:**  
Approve the attach agreement

**Dept. Origin:** Police Department

**Prepared by:** Chief Mike Davis

**For Agenda of:** April 26, 2010

**Exhibits:** Agreement with Kitsap County Jail

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*CLH 4/15/10*

*ROK 4/15/10*

*via email 4/15/10*

*4/15/10*

Expenditure	Amount	Appropriation
Required: see fiscal impacts below	Budgeted: \$65,000	Required: none

**INFORMATION / BACKGROUND**

The Gig Harbor Police Department wishes to renew an agreement with Kitsap County to designate the Kitsap County Jail as a confinement option for commitments and misdemeanor arrests. The Kitsap County Jail fee for housing an inmate for a 24-hour period is eighty dollars (\$80.00), compared to the Pierce County Jail which charges eighty-two dollars (\$82.00). In addition, when our officers transport an arrestee to be booked and released, the Kitsap County Jail will charge fifty dollars (\$50.00) The Pierce County Jail charges a booking fee of one hundred ninety five dollars (\$195.00).

In addition to the costs savings, the convenience of having a second commitment and detainment option, not hindered by the Narrows Bridge toll costs will be a benefit to the operational efficiency of the Gig Harbor Police Department.

The attached agreement has been reviewed and approved via email by City Attorney Angela Belbeck

**FISCAL IMPACTS**

The fiscal impacts associated with the approval of this contact will be approximately \$10,000 taking into consideration what we paid the Kitsap County Jail in 2009 for services. The estimated costs of this agreement will be covered within our current jail budget of \$65,000.

**RECOMMENDATION**

I recommend that the City Council authorize approval of the attached agreement between the City of Gig Harbor and Kitsap County.



**KITSAP COUNTY/CITY OF GIG HARBOR  
AGREEMENT FOR INCARCERATION OF CITY PRISONERS**

THIS AGREEMENT is made and entered into by and between KITSAP COUNTY, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and the CITY OF GIG HARBOR (the Contract Agency), having its principal offices at 3510 Grandview Street, Gig Harbor, Washington 98335.

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more prisoners lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping prisoners received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

**AGREEMENT**

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

**1. PURPOSE:**

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services located at the Kitsap County Sheriff's Office, Corrections Division, 614 Division Street, Port Orchard, Washington 98366.

**2. DETENTION/INCARCERATION**

The County shall incarcerate persons received from Contract Agency until the following occur:

- (a) expiration of the term of confinement as indicated in a Warrant or Order of Commitment; or
- (b) upon posting of bail; or
- (c) receipt of a directive from a law enforcement officer or prosecuting attorney of the Contract Agency to release such person held under probable cause without judicial process; or

- (d) for those held upon probable cause without judicial process upon the passage of two (2) business days; provided, prior to releasing any person pursuant to this subsection, the County shall attempt to contact the Contract Agency to ascertain the Contract Agency's desire with regard to said person; provided that the Contract Agency shall hold the County harmless as set forth in Section 18 for any claim or action resulting from the detention of an individual wrongly detained at the direction of the Contract Agency.

**3. CONTRACT REPRESENTATIVES:**

All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Kitsap County Sheriff's Office  
Ned Newlin, Chief of Corrections  
614 Division Street, MS-33  
Port Orchard, WA 98366  
Phone: 360-337-7107  
Fax: 360-337-5780

Contract Agency: City of Gig Harbor  
Mike Davis, Chief of Police  
3510 Grandview Street  
Gig Harbor, WA 98335  
Phone: 253-851-2236  
Fax: 253-851-2399

**4. AVAILABILITY OF JAIL FACILITIES:**

Subject to the County's rights with respect to certain prisoners set forth in Sections 9 and 10 herein, the County will accept and keep prisoners at the request of the Contact Agency, unless the County, in its sole discretion, determines that the jail population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County's jail might be reached or exceeded if the County does not begin to refuse or request removal of prisoners.

**5. DEFINITION OF A CONTRACT AGENCY PRISONER:**

The term "CONTRACT AGENCY PRISONER" as used in this Agreement shall mean a person arrested by the CONTRACT AGENCY police and held and confined in the County Corrections Facility, or otherwise held in detention as provided in this agreement pursuant to a violation of a CONTRACT AGENCY ordinance or a violation of a state law or ordinance which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. If a prisoner, originally arrested for a felony offense is charged with a misdemeanor offense by the city, the city shall pay retroactively the established per diem rate. Similarly, a CONTRACT AGENCY prisoner that is charged with a felony at arraignment shall become the responsibility of the county, and per diem retroactively to booking will be the responsibility of the county. A prisoner arrested on a warrant issued by another jurisdiction within Kitsap County or for charges initiated by a non-CONTRACT AGENCY officer, shall be the responsibility of the originating agency. Arrests made by CONTRACT AGENCY Police on extraditable warrants issued by agencies outside Kitsap County will be considered County Prisoners.

**6. COMPENSATION FROM CONTRACT AGENCY:**

(a) Base Rate for Housing. In return for the County's housing of a prisoner of the Contract Agency, the Contract Agency shall pay the County eighty (\$80) dollars in calendar year 2010 for every 24-hour period, or portion thereof greater than twelve (12) hours, that said prisoner is in the custody of the County commencing upon the adoption and signatures of the Contract Agency and the County. Such time period shall be measured from the time said prisoner is transferred to the custody of the County to the time when the Contract Agency resumes custody or the prisoner is released under competent authority. For purposes of this section, the Contract Agency prisoners are defined as all pre-conviction and post conviction misdemeanants.

On January 1st of each year the base rate for housing shall be increased by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bremerton area for that period from June to June (June 2009 to June 2010 for 2011 contract year, June 2010 to June 2011 for 2012 contract year) as is specified by the Bureau of Labor Statistics, United States Department of Labor; provided, however, the COLA increase shall not be less than one percent (1%) nor more than five percent (5%).

(b) Determination of Case Status. The Prosecuting Attorney shall have the sole authority to determine which felony cases submitted by the Contract Agency shall be charged as felonies and which as gross misdemeanors/misdemeanors. The Contract Agency shall not be responsible for the base rate for housing on any cases charged as a felony by the Prosecutor. Nothing in this contract prevents the County from seeking reimbursement for felony medical costs prior to conviction as provided in RCW 70.48.130.

(c) Base Rate for Booking and Release. In return for the County providing a service to book and release a prisoner of the Contract Agency in order to have the arrest documented on the criminal history of the prisoner, the Contract Agency shall pay the County fifty (\$50) dollars in calendar year 2010. As long as the prisoner is not in the facility over 12 hours, this rate will be used.

(d) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, including but not limited to any medical costs required by Section 7.

(e) Billing. The County will bill the Contracting Agency on or about the 15th day of each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month. Such fees shall be due and payable by the Contract Agency to the County within 30 days after receipt of an itemized invoice.

(f) Split Billing. Whenever two or more courts have holds pending before those courts for an inmate incarcerated at the jail, daily bed rate will be split proportionally.

**7. MEDICAL COSTS AND TREATMENT:**

a) Services Provided. Upon transfer of custody of a prisoner to the County, the County will provide or arrange for such medical, psychiatric and dental services as may be necessary to safeguard the prisoner's health while confined, in accordance with the policies and rules of the County jail. The County contracts with ConMed Healthcare, Inc. for in-house medical and mental health care in the jail. The costs of these services are included in determining the daily per diem rates charged to the Contract Agency.

(b) Cost Responsibility. Outside Medical costs are expenses incurred for any treatment or procedure outside of the jail and include prescriptions, any in-patient or out-patient treatment or referral. The Contract Agency shall be responsible for the cost of all outside medical costs for its prisoners as provided herein. For purposes of medical costs and treatment, the Contract Agency prisoners are defined as all arrestee, pre-conviction and post conviction misdemeanants and all pre-conviction felons. The Contract Agency shall also be responsible for all costs associated with the delivery of medical, psychiatric and dental services provided to a prisoner that are not available from the health care program within the County jail and for all emergency medical services, wherever provided. These costs shall be paid directly to the County, as directed by the County. Upon a felony conviction of a pre-conviction felony prisoner of the Contract Agency, medical costs and treatment

become that of the County, until transferred to the Department of Corrections, when applicable. Prisoners arrested and confined on warrants issued in Kitsap County shall be the responsibility of the originating agency. Outside warrants will be the responsibility of Kitsap County for medical payments.

(c) Emergency, Non-emergent and Non-hospital Care outside the Jail. For emergency care, the County will notify the Contract Agency within four (4) business hours of transport (Monday through Friday 8 a.m. to 5 p.m. PST). For non-emergent and non-hospital care outside of the jail, the County will notify the Contract Agency before noon on the next business day. In either case, the Contract Agency will be notified by calling, Court Administrator Paul Nelson at 253-853-7639.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency prisoner has received or refused any medical, psychiatric or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such prisoner.

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured prisoner by picking the prisoner up for transfer at the County jail; provided, in situations the County deems that a prisoner requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the prisoner.

(f) Records. The County shall keep records of all medical, psychiatric or dental services it provides to a prisoner as required by law.

(g) No Waiver of Right to Seek Reimbursement. The above paragraphs relating to medical costs are intended solely to define the obligations between the parties to this agreement. Nothing contained within the provisions of this agreement shall be construed to waive the rights of either party to seek reimbursement for costs from the department of social and health services, or from the prisoner, or any other responsible third-party.

#### **8. TRANSPORTATION OF CONTRACT PRISONERS:**

(a) Contract Agency shall provide or arrange for transportation of its prisoners to and from the Kitsap County Jail except when the transportation is determined by County staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the Jail.

(b) Transport with Costs. The Contract Agency shall be responsible for transportation of all its prisoners to the jail facilities for initial booking. When the Contract Agency has its own Court, then the Contract Agency shall be responsible for transportation of all its prisoners from the jail facilities for all appearances in the Court. For any additional transports by the County required by court order or made at the Contract Agency's request, the Contract Agency shall reimburse the County for transportation performed by the County at the Standard Mileage Rates as set by the Internal Revenue Service and \$40.00 per hour for the cost of personnel.

(c) Contract Agency Transport. The Contract Agency shall provide at least 24 hours written notice to the County prior to transporting a prisoner from the County Jail. Except as limited by Section 8(a), the Contract Agency shall be responsible for retaking custody of a prisoner at the County jail and for transporting the prisoner.

#### **9. TRANSFER OF CUSTODY:**

(a) Commencement of Custody by County. Custody of a Contract Agency's prisoner to the County shall be deemed transferred when officers from the Kitsap County Sheriff's Office take physical control of the prisoner. The County will not take such control of a prisoner until the Contract Agency has delivered copies of all records in its possession pertaining to the prisoner's incarceration by the Contract Agency or its agent, including a copy or summary of the prisoner's medical records if held by the Contracting Agency or its agent. If the County requests additional information regarding a particular prisoner, then the parties shall mutually

cooperate to obtain such information. Absent compliance with existing policies, the County shall not be required to take custody of or assume control of or responsibility for any property of the prisoner. The Contract Agency's officers, when transporting a prisoner to the jail shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the prisoner is properly packaged. The County will not take physical control and assume custody of a prisoner to be confined unless all paperwork and property of the prisoner are in order.

Upon presentation of an individual for confinement, or as soon thereafter as is practicable, the Contract Agency shall advise the staff of the Kitsap County Jail of the duration or other terms of confinement of a given individual. The Contract Agency shall provide a copy of any Warrant of Arrest or Order of Commitment.

The Contract Agency shall be solely responsible for determining that the individuals presented for detention are detainable and shall certify by the act of presenting an adult person for detention, that said person is legally detainable and County shall bear no responsibility to insure that said individuals are legally detainable. The Contract Agency shall hold the County harmless as set forth in Section 18 for any claim or action resulting from the detention of an individual wrongly presented by the Contract Agency for detention.

When custody of a Contract Agency prisoner is transferred to the County, the Contract Agency prisoner shall be subject to all applicable rules, regulation and standards governing operation of the County jail, including any emergency security rules imposed by the jail administrator or Sheriff. Any Contract Agency police officer delivering a prisoner to the County jail shall comply with reasonable rules and regulations of the County jail.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 11 of this Agreement, the County will not transfer custody of any prisoner confined pursuant to this Agreement to any agency other than to the Contract Agency without the written authorization from a court of competent jurisdiction.

(c) Responsibilities upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the prisoner; to supervise, discipline and control said prisoner; and to administer the prisoner's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 7 of this Agreement.

(d) Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed custody of a prisoner upon either the County's presentation of such prisoner to the Contracting Agency, or upon the Contract Agency's officers taking physical control of the prisoner.

#### **10. RIGHT TO REFUSE/RETURN PRISONER:**

(a) Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency prisoner who appears in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the prisoner to the satisfaction of the County.

**11. REMOVAL FROM JAIL - OTHER GROUNDS:** The Contract Agency's prisoners may be removed from the County jail for the following reason(s):

(a) Request by Contract Agency. Upon written request by a supervisory member of the Contract Agency for transfer of custody back to the Contract Agency.

(b) Court Order. By order of a court having jurisdiction over a Contract Agency's prisoner. In such case, transport, if any, will be pursuant to Section 8 above.

(c) Treatment Outside of Jail. For medical, psychiatric or dental treatment or care not available within the County jail.

(d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the prisoner(s) or personnel of the County. In such case, the County will inform the Contract Agency, at the earliest practicable time, of the whereabouts of the prisoner(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such prisoner(s).

**12. TRANSFER OF PRISONERS UPON TERMINATION/EXPIRATION OF AGREEMENT:**

(a) Termination by County. In the event of a notice of termination from the County in accordance with Section 22 below, it shall be the County's obligation to transport the Contract Agency's prisoners to the Contract Agency, at no expense to the Contract Agency.

(b) Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 22 below, it shall be the Contract Agency's obligation to transport the Contract Agency's prisoners at its own expense, on or before the effective date of such termination.

**13. PRISONER RIGHTS, ACCOUNTS AND PROGRAMS:**

(a) Early Release Credit and Discipline. The Contract Agency agrees that its policies if any, for early release credits shall allow no more credit for its prisoners than is allowed by the County under its policies. The Contract Agency's prisoners confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all prisoners at the County jail. With respect to the Contract Agency's prisoners, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, pursuant to facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to prisoners confined pursuant to this Agreement as applied to other prisoners confined to the Jail.

(b) Prisoner Accounts. The County shall establish and maintain an account for each prisoner received from the Contract Agency and shall credit to such account all money received from a prisoner or from the Contract Agency on behalf of a prisoner. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the prisoner for personal needs.

(c) Programs. The County shall provide the Contract Agency's prisoners with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other prisoners at the jail.

(d) Serve Time Outside of Facility. The Contract Agency's prisoners, if deemed eligible, will be allowed to leave the jail for participation in correctional work crews, or any other program in which other prisoners sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

**14. ACCESS TO FACILITY AND PRISONERS:**

(a) Access to Facility. Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its prisoners are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws.

(b) Access to Prisoners. Contract Agency personnel shall have the right to interview prisoners from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms.

**15. ESCAPES AND DEATHS:**

(a) Escapes. In the event of an escape by a Contract Agency's prisoner from the County jail, the Contract Agency will be notified in writing as soon as practical. The County will have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped prisoner from outside of the County.

(b) Deaths.

- (1) In the event of a death of a Contract Agency prisoner in the County jail, the Contract Agency shall be promptly notified in writing. Kitsap County Sheriff's Office will investigate the circumstances. The Contract Agency may join in the investigation and receive copies of all records and documents from the investigation.
- (2) The County shall, subject to the authority of the Kitsap County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall be responsible for all such expenses. This paragraph defines the obligations between the parties to this Agreement and shall not affect the liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

**16. POSTING OF BAIL:**

The County shall serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's prisoner with the County, and any such bonds or monies will be promptly forwarded to the proper agency.

**17. RECORD KEEPING:**

The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's prisoners consistent with the record keeping by the County for all other prisoners. The County shall make copies of said records available without cost to the Contract Agency upon its request.

**18. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE:**

(a) The Contract Agency agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense, including costs and attorneys fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from:

- (1) the Contract Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Contract Agency, its appointed and elected officials, employees and agents;
- (2) wrongful detention of a Contract Agency prisoner as a result of the Contract Agency's actions;
- (3) failure or refusal to timely release a Contract Agency prisoner as a result of the Contract Agency's actions.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) The County agrees to defend, indemnify and hold harmless the Contract Agency, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense including costs and attorneys fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from:

- (1) the County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees and agents;
- (2) Wrongful detention of a Contract Agency prisoner as a result of the County's actions;
- (3) County's failure or refusal to timely release a Contract Agency prisoner.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(c) Insurance Requirement. The County and the Contract Agency shall maintain and provide evidence of liability coverage.

The terms of **Section 18, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE** shall survive the termination or expiration of this Agreement.

#### **19. NON-DISCRIMINATION POLICY:**

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

#### **20. ADMINISTRATION/DISPOSAL OF PROPERTY:**

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Kitsap County Sheriff shall be responsible for administering the confinement of prisoners hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

#### **21. WAIVER OF RIGHTS:**

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.

#### **22. TERMINATION:**

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective one hundred twenty (120) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected prisoners, if any.



**23. WAIVER OF ARBITRATION RIGHTS:**

Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

**24. DURATION:**

The initial term of this Agreement shall be effective from January 1, 2010 through December 31, 2012 unless another date is substituted pursuant to Section 25 or the agreement is terminated earlier pursuant to Section 22. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house prisoners with the County.

**25. MODIFICATION:** This Agreement may only be modified by written instrument signed by both Parties.

**26. GOVERNING LAW/VENUE:**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and to a prisoner's confinement under this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute; the venue for any action brought hereunder shall be in Kitsap County Superior Court.

**27. MISCELLANEOUS:**

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

**28. SEVERABILITY:**

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF GIG HARBOR

KITSAP COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Chuck Hunter  
Mayor

\_\_\_\_\_  
Ned Newlin  
Chief of Corrections

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

\_\_\_\_\_  
JOSH BROWN, Chair

\_\_\_\_\_  
STEVE BAUER, Commissioner

\_\_\_\_\_  
CHARLOTTE GARRIDO, Commissioner

ATTEST:

\_\_\_\_\_  
Opal Robertson,  
Clerk of the Board

**Subject:** Resolution – Surplus Equipment

**Proposed Council Action:**

Adopt Resolution No. 829 declaring the specified equipment surplus and eligible for sale.

**Dept. Origin:** Public Works-Operations

**Prepared by:** Marco Malich *MM*  
Public Works Supervisor

**For Agenda of:** April 26, 2010

**Exhibits:** Resolution No. 829

Initial & Date

**Concurred by Mayor:** *CMH 4/19/10*

**Approved by City Administrator:** *PK 4/16/10*

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

**Approved by Finance Director:** *DP 4/19/10*

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

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

Staff requests authorization to surplus the following equipment: One 1996 Ford Taurus.

This equipment is obsolete.

**FISCAL CONSIDERATION**

Proceeds from the auctioning of these items will go to the General Fund.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Adopt Resolution No. 829 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 829

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

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

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

To declare as surplus:

	EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
	1996 Ford Taurus	1	1FALP521XTG217701	Taurus FFV

PASSED ON THIS 26<sup>th</sup> day of April 2010.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK: 04/15/10  
PASSED BY THE CITY COUNCIL: 04/26/10  
RESOLUTION NO. 829

**Subject:** BB16 (SR-16/Borgen Boulevard/ Canterwood) Interchange CSP-0803 Supplemental Agreement No. 4 to the Local Agency Standard Consultant Agreement— Interchange traffic modeling & IJR document.

**Proposed Council Action:** Authorize the Mayor on behalf of Council to execute a Supplemental Agreement No. 4 to the Local Agency Standard Consultant Agreement with H.W. Lochner, Inc. in the not to exceed amount of \$34,479.00.

**Dept. Origin:** Public Works Department

**Prepared by:** Marcos McGraw  
Project Engineer

**For Agenda of:** April 26, 2010

**Exhibits:** Supplemental Agreement No. 4 Exhibit A, Exhibit B, Exhibit C, Exhibit D

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

Initial & Date

CLH 4/20/10

PK 4/20/10

by email 4/16/10

of 4/19/10

4/16/10

Expenditure Required	\$34,479.00	Amount Budgeted	\$309,920.00	Appropriation Required	\$0.00
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### INFORMATION / BACKGROUND

The scope of the original consultant services contract with H.W. Lochner, Inc. consisted of completion of a full Interchange Justification Report (IJR) for the identified long term single point urban interchange (SPUI). Traffic studies during the course of the past year revealed existing and projected traffic volumes have dramatically reduced from that originally projected, thus postponing the immediate need for the SPUI. Consequently, the remaining monies on the current contract with H. W. Lochner are to be reassigned for completion of the final design and preparation of full bid-ready construction drawings for a right turn lane on north bound Sehmel Drive where it intersects Burnham Drive (see Exhibit D).

Traffic studies as part of the IJR have shown long backups at the intersection of Sehmel Drive and Burnham Drive. Personnel with Washington State Department of Transportation (WSDOT) reviewed and concurred with the proposal to add a right turn lane from Sehmel Drive to the interchange. This Supplemental Agreement #4 amends the current scope of services to add design work. The added design work involves surveying, producing plan sheets, and developing a construction cost estimate for the right turn lane.

**FISCAL CONSIDERATION**

This amendment does not increase the dollar amount of the current professional services agreement with H. W. Lochner, Inc.

**BOARD OR COMMITTEE RECOMMENDATION**

This proposal was discussed at the March 25, 2010 Operations Committee meeting.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor on behalf of Council to execute a Supplemental Agreement No. 4 to the Local Agency Standard Consultant Agreement with H.W. Lochner, Inc. in the amount not to exceed \$34,479.00.



<b>Supplemental Agreement</b> #4	Organization and Address H. W. Lochner, Inc. 400 108th Avenue NE, Suite 401 Bellevue, WA 98004
Agreement Number  CSP-0803	
Project Number  N/A	Phone 425-454-3160
Project Title SR16 Brunham/Borgen Interchange	New Maximum Amount Payable <b>\$ 309,920.00</b>
Description of Work Adds scope details (attached as Exhibit A) to produce plan sheets for a new right turn lane at the intersection of Sehmel Drive and Burnham Drive.	

The Local Agency of City of Gig Harbor  
desires to supplement the agreement entered into with H. W. Lochner, Inc.  
and executed on 4/28/2008 and identified as Agreement No. CSP-0803

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Complete design work to produce plan sheets for a right turn lane on Sehmel Drive including surveying, drainage design, engineer's estimate, lighting and crosswalk.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: N/A

III

Section V, PAYMENT, shall be amended as follows:

The costs related to the added scope will be paid from the residual monies in the existing agreement.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Stephen G. Lewis, Principal

By: Charles L. Hunter, Mayor

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

**Scope of Services - Supplement  
SR 16 / Burnham Drive / Borgen Boulevard  
Interchange**



***GENERAL APPROACH***

The results of the Transportation Study Analysis for the Interchange Justification Report showed that changes to the existing interchange at SR 16 with Burnham Drive / Borgen Boulevard does not require immediate modifications or replacement beyond those interim improvements currently being constructed because of the economic downturn in the area and lower traffic projections. As a result, various approved work elements are not needed at this time and can be delayed for several years until such time as increased traffic levels change to warrant the interchange modifications or replacement. However, the Sehmel Drive approach to Burnham Drive does require improvements and can be construction with the other interim improvements. A summary of the work elements deleted from the current scope of services and those work elements being added are summarized below.

***SCOPE OF SERVICES – Changes.***

The following work elements are being deleted from the current authorized scope of services to improve the SR 16/Burnham Drive/Borgen Boulevard Interchange area. Only those work elements with changes are listed below:

**1. Project Management**

Some management and coordination time remaining and applied to new work.

**2. Agency and Public Involvement**

A. SR 16 Project Working Group Meetings (2 meetings): The number of working group meetings are being reduced from two (2) to one (1) meeting.

No changes for elements B through D.

**3. Existing (2005), Opening Year (2013) and Design Year (2032) Base Traffic Condition Analysis**

All work completed except environmental review.

**4. Assumptions Document and Purpose and Need**

A. Develop Assumptions Document: Work element completed.

B. Develop Purpose and Need Statement: The Purpose and Need Statement for WSDOT approval is not needed at this time and was not finalized. As a result the CONSULTANT was not required to review the document and provide comments to the CITY.





### 5. Refine Build Options for Analysis

This work element is not needed at this time because the existing interchange with the interim improvements is adequate to handle projected traffic. As a result the following items are removed for the current approved scope of services.

1. Refine layouts for City's preferred alternative – Not required at this time
2. Develop Conceptual Cost (prepared cost estimates for interim improvements as requested by the City instead of cost estimates for alternatives) Some cost estimate time remaining and applied to new work.

### 6. Future Traffic Operational Analyses

Most of work element is not needed at this time because the existing interchange with the interim improvements is adequate to handle projected traffic. As a result the following items are removed for the current approved scope of services.

1. Develop Future Traffic Forecasts for Alternative Improvements - Not required at this time
2. City's Preferred Alternative Traffic Analysis – Not required at this time
3. Other Local Improvement Analysis: This work completed.
4. Environment Review – Not required at this time

### 7. Interchange Justification Report (Replaced with the Transportation Study Report)

This work element was replaced with the development of the Transportation Study Report to document the traffic analysis conducted as part of the IJR process and the conclusion that a new interchange is not needed at this time to replace the existing SR 16/Burnham Drive/Borgen Boulevard Interchange, as approved by the City of Gig Harbor. Some report documentation time remaining and applied to new work.

The following work element is being added to the current scope of services to improve the SR 16/Burnham Drive/Borgen Boulevard Interchange area.

### 8. Sehmel Drive Right Turn Lane (New Work Assignment)

#### Design Assumptions:

- Right turn lane is approximately 200 to 300 feet in length
- Three plan sheets to be provided, Cover/Index, plan & profile and channelization.
- City will provide pavement design.
- No right of way required.
- No environmental or permitting required.
- Public involvement is not required.
- WSDOT review will be minimal and City will coordinate any interaction with WSDOT.

Revised April 13, 2010



- A conveyance design and drainage memorandum is not required to verify new storm water pond can accommodate additional imperious area.
- Contractor will provide final traffic control plans for the State/City approval.
- A new detailed channelization plan for WSDOT approval is not required.
- No Guardrail Design is required.
- The City will prepare the bid package and the CONSULTANT will provide the plans and specification changes.
- City will provide a copy of the specifications used in the original contract in a WORD format.

Based on the results of the Transportation Study findings for the IJR process, a right-turn lane is needed on the Sehmel drive northbound approach to the Sehmel Drive/Burnham Drive intersection to maintain the City's level of service requirements. At the request of WSDOT, the overall intersection illumination and crosswalk design is being included in this work element. This work will include the following work elements:

- A. Surveying/Base Mapping: The CONSULTANT will conduct a topographical survey of the improvement area and prepare a base map showing existing conditions.
- B. Preliminary Design: The CONSULTANT will prepare a preliminary design of the right-turn lane improvements, including conceptual roadway plans and profile, conduct and illumination analysis and preliminary design, develop a preliminary drainage conveyance design and develop a preliminary construction cost estimate.
- C. PS&E Design: The CONSULTANT will prepare the final PS&E design for the Sehmel Drive Right-Turn Lane, including final roadway plan and profile design, channelization and signing plans, final drainage conveyance design, an erosion control plan, traffic control strategy, illumination and crosswalk design. The CONSULTANT will also develop a final construction cost estimate, edit the current contract specifications to include the Sehmel Drive improvements and conduct a quality control/quality assurance check of the Sehmel Drive Right-Turn Lane design.
- D. Design Management and Coordination: The CONSULTANT will provide management services for the design of the right-turn lane and maintain coordination with the City of Gig Harbor and WSDOT.

**Deliverables:**

- Preliminary plans and cost estimate
- Final plans, cost estimate and changes to the current contract specifications.

**9. Cushman Trail Environmental Documentation Review**

The CONSULTANT shall review the environmental documentation proposal for the Cushman Trail on behalf of the City and provide an opinion as to its relative level of cost and elements, and whether the City should accept it as written or request clarifications and modifications.

**Deliverables:**

- An e-mail of review comments and opinions.

Revised April 13, 2010

**SUMMARY OF PROJECT COSTS**  
**H. W. LOCHNER, INC.**  
**SR 16 - Burnham Drive / Borgen Boulevard Interchange**  
**SUPPLEMENT FOR PHASE II - INTERCHANGE JUSTIFICATION REPORT**

Classification	Direct Salary Hourly Cost	Total Hours	Direct Salary	Total Costs
Project Principal	\$ 81.74	0	\$ -	
Project Manager	\$ 53.35	-54	\$ (2,880.90)	
Project Engineer	\$ 57.74	-38	\$ (2,194.12)	
Senior Engineer	\$ 53.85	28	\$ 1,507.80	
Traffic Engineer	\$ 42.20	-56	\$ (2,363.20)	
Design Engineer	\$ 44.88	96	\$ 4,308.48	
Hydraulics Engineer	\$ 56.04	0	\$ -	
Engineer	\$ 31.35	0	\$ -	
Technical	\$ 28.99	110	\$ 3,188.90	
Administration	\$ 18.00	-4	\$ (72.00)	
Firm Total Hours / Salary Costs		82	\$ 1,494.96	
4% Escalation for new Rates as of 7/01/2010	45%		\$ 26.91	
Total Direct Salary				\$ 1,521.87
Overhead @ 166.82%				\$ 2,538.78
Fixed Fee @ 28.5%	(of Direct Salaries)		28.5%	\$ 433.73
Total Lochner Labor Cost:				\$ 4,494.38
<b>Direct Reimbursables:</b>				
Travel	1,120 \$	0.500 \$	\$ 560.00	
Bridge Tolls	10 \$	4.00 \$	\$ 40.00	
Reprographics	-	\$ 400.00	\$ -	
Graphics/Miscellar	1 \$	400.00	\$ 400.00	
Mailing	-	\$ 10.00	\$ -	
Reimbursables Subtotal:				\$ 1,000.00
<b>Subconsultant Markup</b>				
Subconsultant Budget	\$ (5,283.00)	4%		\$ (211.32)
Firm Total: H.W. Lochner, Inc.				\$ 5,283.06
<b>SubConsultants</b>				
URS Corporation			\$ (8,783.00)	
Survey Subconsultant			\$ 3,500.00	
Subconsultants Subtotal:				\$ (5,283.00)
<b>Total -- HW Lochner, Inc.</b>				\$ 0.06
<b>Total - Rounded</b>				\$ 0

SR 16 Burnham/Borgen Interchange

Gig Harbor

**SR 16 - Burnham Drive / Borgen Boulevard Interchange - PHASE II - Interchange Justification Report  
H. W. LOCHNER'S LABOR HOURS**

Work Element Number	Work Element	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ENGINEER	TRAFFIC ENGINEER	DESIGN ENGINEER	TECHNICAL	ADMIN	TOTAL HOURS
Task 1	Project Administration									-
1.a	Team Management (12 months)		(10)							(10)
1.b	Progress Reports/Invoices		(10)						(8)	(18)
1.c	Project Coordination/Progress Meetings		(10)							(10)
1.d	Regular Coordination with City		(10)							(10)
	Subtotal Task 1	0	(40)	0	0	0	0	0	(8)	(48)
Task 2	Agency & Public Involvement									
2.a	SR 16 Project Working Group Meetings (2)		(11)	(10)						(21)
	Subtotal Task 2	0	(11)	(10)	0	0	0	0	0	(21)
Task 3	Existing, Operating, Design Year Base Condition Traffic Analysis									
3.c	Environmental Review			(4)						(4)
3.d	Summary Materials									0
	Subtotal Task 3	0	0	(4)	0	0	0	0	0	(4)
Task 4	Purpose and Need									
4.a	Assumptions Memo (City Lead)									
4.b	Purpose and Need Memo (City Lead)		(2)	(2)						(4)
	Subtotal Task 4	0	(2)	(2)	0	0	0	0	0	(4)
Task 5	Refine Build Options for Analysis									
5.a	Layout Preferred Alternative			(2)	(4)		(8)	(4)		(18)
5.d	Cost Estimates			0	(4)		0	(4)		(8)
	Subtotal Task 5	0	0	(2)	(8)	0	(8)	(8)	0	(26)
Task 6	Future Operations Analysis									
6.a	Develop Future Year AM and PM Forecasts by Alt			(4)	(8)	(24)				(36)
6.b	AM analysis			(4)	(8)	(16)				(28)
6.c	PM Analysis			(4)	(8)	(16)				(28)
6.d	Local Street Impacts									
6.e	Environmental Review		(4)							(4)
	Subtotal Task 6	0	(4)	(12)	(24)	(56)	0	0	0	(96)
Task 7	Interchange Justification Report									
	Subtotal Task 7	0	(8)	(14)	0	0	0	0	0	(22)
Task 8	Sehmel Drive Right-Turn Lane PS&E - NEW									
8.a	Survey & Base Mapping				6			12		18
8.b	Preliminary Design									0
8.b.1	Plans & Profile				12		32	48		92
8.b.2	Illumination				6		8	2		16
8.b.3	Drainage Design			4			16	8		28
8.b.4	Cost Estimate				3		2			5
8.c	PS&E									0
8.c.1	Plans & Profile				12		24	24		60
8.c.2	Channelization				4		4	12		20
8.c.3	Illumination				4		4	2		10
8.c.4	Drainage Design			2	4		4	2		12
8.c.5	Erosion Control				2		4	4		10

**SR 16 - Burnham Drive / Borgen Boulevard Interchange - PHASE II - Interchange Justification Report  
H. W. LOCHNER'S LABOR HOURS**

Work Element Number	Work Element	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ENGINEER	TRAFFIC ENGINEER	DESIGN ENGINEER	TECHNICAL	ADMIN	TOTAL HOURS
8.c.6	Traffic Control				2		4	4		10
8.c.7	Cost Estimate				3		2			5
8.c.8	Specifications				2					2
8.c.9	QA/QC		2							2
8.d	Design Management & Coordination		8		60	0	104	118	4	302
	Subtotal Task 8	0	10	6	60	0	104	118	4	
Task 9	Cushman Trail Review - NEW									
9.a	Report		1							1
	Subtotal Task 9		1							1
	<b>TOTAL LABOR HOURS</b>	-	(54)	(38)	28	(56)	96	110	(4)	82

\$ 81.74 \$ 53.35 \$ 57.74 \$ 53.85 \$ 42.20 \$ 44.88 \$ 28.99 \$ 18.00



Subject: Resolutions to apply for RCO
Grant Funds for Jerisich Dock and Cushman
Trail Phase III

Proposed Council Action: Approve and
authorize Resolution 830 to apply for RCO
Grant Funds for Jerisich Dock and Resolution
831 for Cushman Trail Phase III.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: April 26, 2010

Exhibits: Resolutions

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are -0-.

INFORMATION / BACKGROUND

The attached Resolutions are required by the Washington State Recreation and Conservation Office in order to apply for financial assistance from the agency. Two grant requests have been submitted: 1. Jerisich Dock Upgrades (replace the pump-out station, install a fire standpipe system and do minor maintenance work), 2. Cushman Trail Phase III (complete the trail from 96th to Borgen Blvd.)

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize Resolution 830 to apply for state RCO Grant Funds for Jerisich Dock, and Resolution 831 for Cushman Trail Phase III to apply for federal funds for a Boating Infrastructure Grant (BIG) through RCO.

**CITY OF GIG HARBOR  
RESOLUTION NO. 830**

**A RESOLUTION OF THE CITY OF GIG HARBOR  
AUTHORIZING AN APPLICATION FOR FUNDING  
ASSISTANCE FOR A BOATING INFRASTRUCTURE GRANT  
(BIG) PROGRAM PROJECT TO THE RECREATION AND  
CONSERVATION OFFICE (RCO) FOR THE JERISICH DOCK  
UPGRADES.**

---

WHEREAS, under the provisions of BIG, federal funding assistance is requested to aid in financing the cost of facility development and education; and

WHEREAS, the City Council considers it in the best public interest to complete the development or information and education project described in the application;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Mayor be authorized to make formal application to RCO for funding assistance;
2. Any funding assistance received be used for implementation of the project referenced above;
3. The City hereby certifies that its share of project funding is committed and will be derived from General Fund monies in 2010;
4. The City acknowledges that we are responsible for supporting all non-cash commitments to the sponsor share should they not materialize;
5. The City acknowledges that we are aware that the grant, if approved, will be paid on a reimbursement basis. This means the City may only request payment after eligible and allowable costs have already been paid and remitted to our vendors.
6. The City acknowledges that any facility developed with financial aid from the Recreation and Conservation Funding Board (RCFB) must be placed in use for the funded purpose, and be retained in such use for a minimum of twenty years unless otherwise provided and agreed to by the City, the RCFB, and the US Fish and Wildlife Service;

7. The City acknowledges that we have read both the federal guidelines and state policies for the BIG program and agree to abide by those guidelines and policies; and
8. This resolution becomes part of a formal application to RCO; and
9. We provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 26<sup>th</sup> day of April, 2010.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO. 830



CITY OF GIG HARBOR  
RESOLUTION NO. 831

**A RESOLUTION OF THE CITY OF GIG HARBOR AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE FOR A RECREATIONAL TRAILS PROGRAM (RTP) PROJECT TO THE RECREATION AND CONSERVATION OFFICE (RCO) AS PROVIDED IN THE SAFE ACCOUNTABLE FLEXIBLE EFFICIENT TRANSPORTATION EQUITY ACT, TITLE 23, UNITED STATES CODE, SECTION 206 FOR CUSHMAN TRAIL PHASE III.**

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WHEREAS, under the provisions of RTP, state funding assistance is requested to aid in financing the cost of a facility development; maintenance, or educational project; and

WHEREAS, the City Council considers it in the best public interest to complete the development or information and education project described in the application;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Mayor be authorized to make formal application to RCO for funding assistance;
2. Any funding assistance received be used for implementation of the project referenced above;
3. The City hereby certifies that its share of project funding is committed and will be derived from General Fund monies in 2010;
4. The City acknowledges that we are responsible for supporting all non-cash commitments to the sponsor share should they not materialize;
5. The City acknowledges that we are aware that the grant, if approved, will be paid on a reimbursement basis. This means the City may only request payment after eligible and allowable costs have already been paid and remitted to our vendors.
6. The City acknowledges that any property acquired facility developed with financial aid from the Recreation and Conservation Funding Board

(RCFB) must be placed in use for the funded purpose, and be retained in such in perpetuity unless otherwise provided and agreed to by the City and RCFB;

7. This resolution becomes part of a formal application to RCO; and
8. We provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 26<sup>th</sup> day of April, 2010.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO. 831

**Subject:** Mayor's Recommendations for Skansie Brothers Park

**Proposed Council Action:** Accept public testimony and discuss recommendations.

**Dept. Origin:** Administration

**Prepared by:** Molly Towslee  
City Clerk

**For Agenda of:** April 26, 2010 *CA*

**Exhibits:** Recommendations

	Initial & Date
<b>Concurred by Mayor:</b>	<u><i>CA</i></u>
<b>Approved by City Administrator:</b>	_____
<b>Approved as to form by City Atty:</b>	_____
<b>Approved by Finance Director:</b>	_____
<b>Approved by Department Head:</b>	_____

Expenditure		Amount		Appropriation	
Required	-0-	Budgeted	-0-	Required	-0-

**INFORMATION / BACKGROUND**

In 2008, the Skansie Brothers Park Ad Hoc Committee presented recommendations for proposed uses at Skansie Park to City Council. Since then and through public input, the Mayor has developed a list of recommendations for consideration. That list is attached.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION / MOTION**

**Move to:** Review the Mayor's recommendations.

#### **JERISICH PARK**

**2008 Ad Hoc:** Recommends cleaning up the clutter and relocating utilities, trash receptacles, etc. at street face for improved open areas for the public.

**Mayor's Recommendation:** Move forward with GHHWA's design and work as resources allow.

---

#### **RESTROOMS, SHOWER AND LAUNDRY FACILITIES**

**2008 Ad Hoc:** Recommends that the City study the feasibility of restroom expansion to add more stalls and a shower facility. Consider providing 1 or 2 laundry machines for public use.

**Mayor's Recommendation:** Because of lack of space and labor intensive nature of these types of improvements, reject.

---

#### **LIFE JACKET PROGRAM**

**2008 Ad Hoc:** Motion to send the Youth Life Jacket program forward for further consideration and recommend that the placement should be on the east wall of the restrooms. Check to see if Port of Tacoma can fund this program.

**Mayor's Recommendation:** Program completed last season; provide additional life jackets this season.

---

#### **MARITIME MEMORIAL WALK**

**2008 Ad Hoc:** Collaborate with Fishermen's Club to develop a maritime vessel walk within the park in conjunction with the Judson-Harborview Sidewalk Project.

**Mayor's Recommendation:** Incorporate in GHHWA plan for Jerisich uplands.

---

#### **SKANSIE NET SHED**

**2008 Ad Hoc:** Recommends that the City preserve the net shed by applying the following treatments: register, stabilize and rehabilitate the structure. We also recommend that the structure be used for programming representing local commercial fishing heritage.

**Mayor's Recommendation:** Move forward to register and make incremental repairs as resources become available; program as described above in 2008 Ad Hoc recommendation.

**SKANSIE HOUSE**

**2008 Ad Hoc;** Recommends that the house be registered as a historic site and used as a visitor center with historic interpretive displays. We also recommend that the basement be used for storage and that the interior integrity of the structure be maintained.

**Mayor's Recommendation:** The requested action on this item is to approve a program that will allow staff to pursue grant funding to end the structure's eight-year vacancy. Register the house; limit remodeling to restoration of single family house with concentration of work on main level. Second floor perform minimum work to maintain structure (not for public use). Utilize main level as informational kiosk using volunteers to distribute information and brochures. Use kitchen and nook as sitting and conversation area; first floor bath to be made as accessible as allowed by space and configuration. Utilize first floor bedroom as office by removing wall (restore arch) for use by groups such as cultural, environmental or other nonprofit organizations. Explore Harbor Master concept in more detail as a future option.

---

**JERISICH DOCK EXTENSION**

**2008 Ad Hoc;** Recommends that the City investigate the feasibility to obtain all applicable permits and DNR leases required to lease and install two, 160-foot temporary floats in an "ell" configuration to serve as additional moorage at Jerisich Dock from June 1<sup>st</sup> through September 30th each year until such time as the Maritime Pier is constructed. In addition, install three stabilizing piles for the temporary floats, which will be removed at such time as the Maritime Pier is constructed. In addition, investigate the feasibility of constructing an extension to the end of the existing Jerisich Floats. Both studies to be reviewed by the Maritime Pier Funding Resource Acquisition Team.

**Mayor's Recommendation:** Move forward to secure grants and permitting for a 70 foot extension for future construction to extend Jerisich float. Review options for temporary seasonal floats as funding allows.

---

**LANDSCAPING AND VEGETATION**

**2008 Ad Hoc:** The hedge is expendable and can be removed. Allow the Judson-Harborview Sidewalk Project consultant to coordinate the sidewalk design and present something to the City.

**Mayor's Recommendation:** investigate hiring a landscape architect/arborist to make recommendations for cutting back/thinning plantings around the Skansie House. Review hedge and make a determination as to the extent of removal.

---

**MARITIME PIER**

**2008 Ad Hoc:** Recommends the construction of a maritime pier at Skansie Brothers Park as proposed by the 2003 Skansie Brother's Park Ad-Hoc Committee. We further recommend the formation of a Funding Resource Acquisition and Permitting Team by the 2008 Skansie Brother's Park Ad-Hoc Committee. The recommended membership of the Committee shall include: John McMillan, Guy Hoppen, Paul Ancich, John Moist and Gregg Lovrovich.

**Mayor's Recommendation:** locate Maritime Pier at the Madison Shores site to accommodate the Gig Harbor Fishing Fleet and tour boats.

**Subject:** Second Reading of an Ordinance establishing a process for Street Latecomer's Agreements

**Proposed Council Action:** Adopt an Ordinance of the City Council relating to the establishment of a process for Street Latecomer's Agreements; adding chapter 12.20 "Latecomer Agreements for Street Improvements" to the Gig Harbor Municipal Code.

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

**Prepared by:** Emily Appleton *EA*  
Senior Engineer

**For Agenda of:** April 26, 2010

**Exhibits:** Proposed Ordinance  
Initial & Date

**Concurred by Mayor:** *CLH 4/20/10*

**Approved by City Administrator:** \_\_\_\_\_

**Approved as to form by City Atty:** *approved 4/21/10*

**Approved by Finance Director:** *R 4/21/10*

**Approved by Department Head:** *SM*

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

The enclosed ordinance adopts a new Gig Harbor Municipal Code chapter that provides the basic framework for an application process and criteria for approval of Latecomer Agreements for Street Improvements. The proposed code section is summarized below:

- Cost of improvement must be \$300,000 or greater.
- 15 year reimbursement period.
- Methodology, benefit area and pro-rata share for each parcel is developed and proposed by the applicant.
- Non-refundable application fee of \$3,000 – applicant is responsible for City's costs in excess of fee.
- The City Engineer would approve the application if the following criteria was met or would deny in writing:
  - Minimum cost of improvements (\$300,000)
  - Meets definition of "street project" per RCW 35.72
  - Construction is required by City ordinance as a prerequisite to development
  - Proposed methodology, benefit area and pro-rata share are in accordance with the following:
    - Property is adjacent to the improvements
    - Property owner would be required to construct similar improvements if not already constructed
    - Share is proportional to the benefit received
- The applicant can appeal the City Engineer's decision to the City Council
- If application is approved, notifications are sent to affected property owners to alert them to the proposed Latecomer Agreement
- Property owners can appeal the proposed Latecomer Agreement by requesting a public hearing with public testimony

- Latecomer Agreement is considered by the Council for approval, rejection or modification.
- If approved, the final determination of the benefitted area and assessments is established by ordinance.

The Street Latecomers Agreement code provides a mechanism for reimbursement of street improvement costs incurred by private development for an improvement project that benefits other developments. A similar mechanism exists for other types of improvements that are required for development that benefit more than a single developer (ex. Latecomers Agreement for water improvements). State law does not prohibit the City from participating in or creating an assessment reimbursement area if the specified criteria are met. However, costs for improvements that benefit the general public may not be reimbursed in this manner.

The adoption of code that allows for Street Latecomers Agreements would provide a framework for the assessment and collection of proportionate shares as contemplated in the Construction Agreement between the City and Franciscan Health Systems (adopted via Resolution No. 679 on July 24, 2006). There is a similar framework contemplated in the Development Agreement between the City and Harbor Estates, LLC (adopted via Resolution No. 677 on July 10, 2006).

The SEPA process is a possible alternative for payment of pro rata shares and/or reimbursement of traffic mitigation. However, the SEPA process is not staff's preferred alternative for reimbursement requests. A SEPA threshold determination containing a reimbursement condition can be appealed to the City's hearing examiner and ultimately to the Pierce County Superior Court either on its own or as part of an appeal of the underlying permit. This process brings uncertainty to a developer's ability to be reimbursed. In addition, the SEPA determination is project specific not property specific so that if a project changes or expires a new SEPA with a reimbursement condition must be issued and could be appealed.

The street latecomers agreement is recorded against a property and reimbursement is due in the event of future development. In addition, the appeal process for a street latecomers agreement is defined in the proposed code (section 12.20.070) and RCW 35.72.040. To start the process, a property owner needs to request a hearing in writing within twenty (20) days of the certified mailing of the preliminary determination of boundaries and assessments to the property owners. If a property owner requests a hearing, notice is given to all affected property owners and a hearing is held before the City Council. The City Council's ruling is determinative and final. The final determination of the benefitted area and assessments is established by City ordinance.

At the first reading, a comment was made regarding if the City would "guarantee the number of trips" for the assessed parcel. This is somewhat dependent on the proposed methodology, however, it becomes a non-issue due to the timing for payment of the assessment. The assessment is required to be paid prior to the City issuing a permit for development on assessed parcels. Before a development permit is issued, the City would have already evaluated the transportation concurrency and reserved capacity for the project. If there was capacity available, and the development permit was issued, the property owner would pay the assessment. If capacity was not available and concurrency could not be achieved, a development permit could not be issued and the property owner would not pay the assessment.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

This issue was initially discussed at an Operation and Public Works Committee last fall. The committee's concerns regarding who would propose the method for calculating the pro-rata shares has been addressed by requiring the applicant to propose the methodology in the application and the City Engineer to approve or disapprove it. This is reflected in the proposed ordinance.

There was also a concern voiced regarding fairness. The proposed ordinance (and the corresponding RCW's) require that the property be adjacent to the improvements; each assessed property owner would be required to construct similar improvements if they weren't already constructed, and; the share is proportional to the benefit received by the property owner. It is during the evaluation of the latecomer agreement itself where the specifics of the proposed methodology, benefit area and pro-rata share would be reviewed. If the council wasn't satisfied on fairness issues, it would not approve the latecomer agreement.

**RECOMMENDATION / MOTION**

**Move to:** Adopt an Ordinance of the City Council relating to the establishment of a process for Street Latecomer's Agreements; adding chapter 12.20 "Latecomer Agreements for Street Improvements" to the Gig Harbor Municipal Code.



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LATECOMER REIMBURSEMENT OF THE COSTS OF DEVELOPER-CONSTRUCTED STREET IMPROVEMENTS; ESTABLISHING THE REQUIREMENTS FOR APPLICATION, PROCESSING AND CONSIDERATION OF STREET LATECOMER AGREEMENTS; ADDING A NEW CHAPTER 12.20 TO THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

---

WHEREAS, Chapter 35.72 RCW authorizes cities to enter into agreements with developers providing for reimbursement of developer-constructed street projects by property owners benefitting from such street projects; and

WHEREAS, the City Council desires to incorporate a formal process for the approval of street latecomer agreements in the City code; and

WHEREAS, the City SEPA Responsible Official determined that this ordinance was categorically exempt from SEPA under WAC 197-11-800(2); and

WHEREAS, the Gig Harbor City Council considered this ordinance during its regular City Council meetings of March 22, 2010 and April 26, 2010; Now, therefore,

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

Section 1. A new chapter 12.20 is hereby added to the Gig Harbor Municipal Code, to read as follows:

**Chapter 12.20  
LATECOMER AGREEMENTS FOR STREET IMPROVEMENTS**

**Sections:**

- |                  |  |
|------------------|--|
| <b>12.20.010</b> | <b>Purpose.</b>  |
| <b>12.20.020</b> | <b>Definitions.</b>  |
| <b>12.20.030</b> | <b>Minimum project size; timing of application.</b>                            |
| <b>12.20.040</b> | <b>Contents of application.</b>  |
| <b>12.20.050</b> | <b>City engineer's review of application.</b>                                  |
| <b>12.20.060</b> | <b>Preliminary determination of benefited area boundaries and assessments.</b> |
| <b>12.20.070</b> | <b>Notice; hearing; consideration by city council.</b>                         |
| <b>12.20.080</b> | <b>Duration of agreement.</b>  |

- 12.20.090** Latecomer agreement must be recorded.
- 12.20.100** Payment of city costs in excess of application fee.
- 12.20.110** Construction and acceptance of improvements; recording of final assessment.
- 12.20.120** Collection of assessments; no liability for failure to collect.
- 12.20.130** Disposition of undeliverable reimbursement funds.
- 12.20.140** No requirement to execution of latecomer agreement.
- 12.20.010** Purpose.

The purpose of this chapter is to prescribe rules and regulations for exercise of the authority to enter into street latecomer agreements granted to the city by chapter 35.72 RCW.

**12.20.020 Definitions.**

As used in this chapter, the terms listed below shall be defined as follows:

A. "Cost of construction" means those costs incurred for design, acquisition of right-of-way and/or easements, construction, construction management, materials, and installation required in order to create an improvement which complies with city standards. In the event of a disagreement between the city and the applicant concerning the cost of the improvement, the city engineer's determination shall be final.

B. "Latecomer agreement" means a written contract between the city and one or more property owners providing for construction or improvement of street projects and for partial reimbursement to the party causing such improvements to be made of a portion of the costs of such improvements by owners of property benefited by the improvements, as more specifically described in Chapter 35.72 RCW.

C. "Street project" shall have the meaning specified in RCW 35.72.020(1) as now exists or hereafter amended.

**12.20.030 Minimum project size; timing of application.**

In order to be eligible for a latecomer agreement, the estimated cost of the improvement must not be less than Three Hundred Thousand Dollars (\$300,000.00). The cost of the improvement shall be determined by the city engineer, based upon a construction contract for the project, bids, engineering or architectural estimates, receipts or other information deemed by the city engineer to be a reliable basis for determining cost. Latecomer agreements may be applied for before or after completion of construction of the street project.

**12.20.040 Contents of application.**

An application for a latecomer agreement shall be on a form approved by the city, accompanied by:

- A. A nonrefundable application fee of Three Thousand Dollars (\$3,000.00);
- B. Preliminary, or in the case of completed street projects, final City approved street improvement design drawings;
- C. For applications submitted before the street project is completed, itemized estimates of construction costs prepared and signed by a licensed civil engineer or in the form of a bid submitted by a qualified contractor (if more than one bid has been obtained, all bids must be submitted to the city engineer);
- D. For applications submitted after construction of a street project, receipts and itemized construction costs must be submitted to establish the costs of construction of the street project;
- E. Scaled and clearly reproducible vicinity drawing, stamped by a licensed civil engineer or licensed land surveyor depicting the improvements, their location, the proposed benefit area including dimensions and county assessor's numbers for each tax parcel, size of parcels, and evaluations where necessary for determining benefit;
- F. The proposed pro rata share of costs for reimbursement for each parcel in the proposed benefit area and methodology supporting the pro rata shares;
- G. An assessment roll containing Pierce County assessor's tax parcel numbers, owners of record, legal descriptions and assessed value for each benefited parcel; and
- H. Such other information as the city engineer determines is necessary to properly review the application.

**12.20.050 City engineer's review of application.**

A. The city engineer shall review all applications and shall approve the application for further processing only if the following requirements are met:

- 1. The project satisfies the minimum size requirement of Section 12.20.030;

2. The proposed improvements fall within the description of "street projects" as that term is described in chapter 35.72 RCW; and

3. The construction of the improvements is required by city ordinance as a prerequisite to development of property owned by the applicant.

4. The application meets all requirements under GHMC 12.20.040.

B. In the event all of the above criteria are not satisfied, the city engineer shall deny the application in writing. The applicant may obtain a review of the city engineer's decision by filing a request with the city clerk no later than ten days after the date the city mails the city engineer's decision to the applicant at the address listed on the application.

C. In reviewing a city engineer's decision, the city council shall apply the criteria set forth in this chapter and Chapter 35.72 RCW as now exists or hereafter amended. The council may adopt, reject or modify the engineer's decision.

**12.20.060 Preliminary determination of benefitted area boundaries and assessments.**

In the case of all applications which are approved, the city engineer shall define an assessment reimbursement area based upon a determination of which parcel of property adjacent to the improvements would have been required to construct similar street improvements as a condition of development had it not been for the construction which is the subject of the latecomer agreement. The amount of assessment shall be established so that each property will be assessed a share of the costs of the improvements, which is proportional to the benefits which accrue to the property. The methodology utilized in calculating the amount of assessment shall be the responsibility of the applicant. Parcels with previously approved development permits are exempt from latecomers assessment.

**12.20.070 Notice; hearing; consideration by city council.**

A. Upon approval of the application and the determination of the estimated costs, benefitted area and assessments by the city engineer, the city shall prepare a latecomer agreement.

B. The preliminary determination of area boundaries and assessments, along with a description of the property owner's rights and options, shall be forwarded by certified mail to the property owners of record within the proposed assessment area shown on the records of the Pierce County assessor.

C. If any property owner requests a hearing in writing within twenty days of the mailing date of the preliminary determination, a hearing shall be held before the city council, notice of which shall be given to all affected property owners by mail not less than ten days prior to the hearing. After considering public testimony at the hearing, the city council shall make a final determination of the benefitted area boundaries and assessments based upon the criteria set forth in this chapter and as specified in Chapter 35.72 RCW as now exists or hereafter amended. The council may adopt, reject or modify the engineer's determination. The final determination of the benefitted area and assessments shall be established by ordinance.

D. In the event no hearing is requested, the city engineer's determination of the benefitted area and assessments shall be final.

E. The agreement, application and supporting documents, along with the city engineer's determination of costs, benefitted area and assessments, shall be presented to the city council for consideration. The city council may approve, reject or modify the latecomer agreement.

**12.20.080 Duration of agreement.**

No latecomer agreement shall provide for reimbursement for a period that exceeds fifteen years.

**12.20.090 Latecomer agreement must be recorded.**

In order to become effective, a latecomer agreement must be recorded with the office of the Pierce County auditor no later than thirty days after the latecomer agreement is signed by all parties.

**12.20.100 Payment of city costs in excess of application fee.**

In the event that costs incurred by the city for administrative, engineering, legal or other professional consultant services required in processing the application and preparing the latecomer agreement exceed the amount of the application fee, the city engineer shall so advise the city council and council approval shall be conditioned upon receipt of payment by the applicant of an amount sufficient to compensate the city for its costs in excess of the application fee as set forth in Section 12.20.040.

**12.20.110 Construction and acceptance of improvements;  
recording of final assessment.**

A. When an application is made prior to construction of the street project and the latecomer agreement has been signed by all parties and all necessary permits and approvals have been obtained, the applicant

shall construct improvements, and upon completion, request final inspection and formal acceptance of the improvements by the city, subject to any required obligation to repair defects. When deemed appropriate by the city engineer, a bill of sale, easement and any other documents needed to convey the improvements to the city and to ensure right of access for maintenance and replacement shall be provided, along with documentation of the actual costs of the improvement and a declaration by the applicant verifying the actual costs and that all of such costs have been paid.

B. In the event that actual costs are less than the costs determined by the city engineer in calculating the assessments by ten percent or more, the city engineer shall recalculate the assessments, reducing them accordingly, and shall cause a revised list of assessments to be recorded with the county auditor.

**12.20.120 Collection of assessments; no liability for failure to collect.**

A. Subsequent to the recording of a latecomer agreement, the city shall not issue any permit for development upon property which has been assessed pursuant to the agreement unless the share of the costs of such facilities required by the recorded agreement is first paid in full to the city.

B. Upon receipt of any reimbursement funds, the city shall deduct a five percent administrative fee and remit the balance of such funds to the party entitled to the funds pursuant to the agreement. In the event that through error the city fails to collect a required reimbursement fee prior to issuance of development approval, the city shall make diligent efforts to collect such fee, but shall under no circumstances be obligated to make payment to the party entitled to reimbursement or in any other way be liable to such party, unless such reimbursement fee has actually been paid to the city.

**12.20.130 Disposition of undeliverable reimbursement funds.**

Every two years from the date a latecomer agreement is executed, a property owner entitled to reimbursement under the latecomer agreement shall provide the city with information regarding the current contact name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the property owner fails to comply with the notification requirements of this section within sixty days of the specified time, then the city may collect any reimbursement funds owned to the property owner under the contract. Such funds must be deposited in the capital fund of the city.

**12.20.140 No requirement for execution of latecomer agreement.**

Nothing in this chapter shall be construed as requiring the city to enter into a latecomer agreement with a developer.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_\_, 2010.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

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



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance
Extending the Sewer Concurrency
Reservation Alternative Process and
Allocation of Limited Sewer Capacity
Process.

Proposed Council Action: Adopt
ordinance.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: April 26, 2010

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: [Signature] 4/19/10
Approved by City Administrator: [Signature] 4/19/10
Approved as to form by City Atty: [Signature] 3/29
Approved by Finance Director: N/A
Approved by Department Head: [Signature] 4/19/10

Table with 3 columns: Expenditure Required (0), Amount Budgeted (0), Appropriation Required (0)

INFORMATION / BACKGROUND

The City adopted a concurrency ordinance for water, sewer, and transportation as Chapter 19.10 of the Gig Harbor Municipal Code. The concurrency ordinance allows for the administrative denial of any application for a water, sewer, or transportation concurrency certificate if there is no available capacity. In June of 2007 it was determined that the Wastewater Treatment Plant (WWTP) had reached capacity, which caused the City to begin denying applications for sewer concurrency.

As a way to process project permits even though sewer concurrency could not be granted, the City adopted an ordinance in 2007 allowing an alternative processing procedure for project permit applications without sewer concurrency while the City undertakes improvements to the WWTP to expand capacity. In addition, in May of 2009, the city established a temporary procedure for allocation of limited sewer capacity gained due to permit revisions, withdrawals and minor system upgrades prior to the completion of the improvements to the WWTP.

Both of these procedures are set to expire on May 31, 2010 as it was predicted that the all improvements to the WWTP were to be accepted by that date. However, completion of the full improvements to the WWTP is now scheduled for October 2010. Under the current provisions, all project permit applications which used the alternative processing procedure and have not been reserved sewer capacity will become null, void and of no further effect on May 31, 2010 if the expiration date is not extended.



Therefore, staff is recommending that the alternative processing procedure and procedure for allocating limited sewer capacity be extended to November, 30, 2010 when the WWTP improvements are expected to be complete. The enclosed ordinance includes the extension of the alternative processing procedure in Section 1 and the extension of the process for allocation of limited sewer capacity in Section 2.

Furthermore, in Section 3, the City Administrator is authorized to execute contract extensions with property owners who have entered into an Alternative Project Permit Processing without Concurrency contract and will not receive a sewer concurrency reservation certificate for their project permit application by May 31, 2010.

**ENVIRONMENTAL ANALYSIS**

City's SEPA Responsible Official has determined that the proposed standards are exempt under SEPA pursuant to WAC 197-11-800(19).

**FISCAL CONSIDERATION**

None.

**BOARD OR COMMITTEE RECOMMENDATION**

None solicited.

**RECOMMENDATION / MOTION**

**Move to:** Adopt Ordinance

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROCESSING OF PROJECT PERMIT APPLICATIONS AND CAPACITY RESERVATION CERTIFICATES, EXTENDING THE ALTERNATIVE PROCEDURE FOR PROCESSING PROJECT PERMIT APPLICATIONS WITHOUT SEWER CONCURRENCY TO NOVEMBER 30, 2010 WHILE THE CITY FINISHES CONSTRUCTION OF THE NECESSARY IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT; AMENDING SECTION 19.02.035 OF THE GIG HARBOR MUNICIPAL CODE; AND EXTENDING THE EXPIRATION DATE OF THE ALLOCATION OF LIMITED SEWER CAPACITY PROVISIONS IN GHMC 19.10.015(B) (1) AND (2) TO NOVEMBER 30, 2010; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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WHEREAS, the City adopted a concurrency ordinance for water, sewer and transportation at chapter 19.10 of the Gig Harbor Municipal Code; and

WHEREAS, the City's concurrency ordinance allows for the administrative denial of any application for a water, sewer or concurrency certificate if there is no available capacity; and

WHEREAS, the City's engineering consultants, Cosmopolitan Engineering Group, Inc., issued a memorandum dated June 8, 2007, on the status of the City's Waste Water Treatment Plant ("WWTP"), stating that the WWTP was at its maximum capacity for the maximum month and peak day flows; and

WHEREAS, a Technical Memorandum was prepared, submitted and approved by the Department of Ecology on September 23, 2007, which summarized the current WWTP deficiencies and provided an outline of the necessary plant improvements; and

WHEREAS, the City is currently working on the necessary improvements to the WWTP that will provide more operational capacity; and

WHEREAS, the lack of capacity prevents the City from approving and reserving sewer concurrency certificates for certain project permit applications; and

WHEREAS, the City Council adopted ORD 1114 on November 26, 2007, allowing an alternative procedure for processing project permit applications without sewer concurrency while the City undertakes improvements to the WWTP; and

WHEREAS, this procedure is set to expire on May 31, 2010 and all project permit applications which used this procedure and have not been reserved sewer capacity will become null, void and of no further effect on May 31, 2010 per the provisions of GHMC 19.02.035 if the expiration date is not extended; and

WHEREAS, the City Council adopted ORD 1159 on May 26, 2009, which established a temporary procedure for allocation of limited sewer capacity gained due to permit revisions, withdrawals and minor system upgrades prior to the completion of the improvements to the WWTP; and

WHEREAS, this procedure is set to expire on May 31, 2010 unless extended by the Council; and

WHEREAS, completion of the full improvements to the WWTP is scheduled for October 2010, but the City cannot predict the exact date that construction will be complete and additional capacity will be available; and

WHEREAS, The City desires to extend the expiration of the alternative processing procedure and procedure for allocating limited sewer capacity to November, 30, 2010 when the WWTP improvements are expected to be complete; and

WHEREAS, the City's SEPA Responsible Official has determined that the proposed extensions are exempt under SEPA pursuant to WAC 197-11-800(19); and

WHEREAS, the Gig Harbor City Council considered the Ordinance at a public hearing and first reading on April 12, 2010; and

WHEREAS, on \_\_\_\_\_, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 19.02.035 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.02.035 Alternative Project Permit Processing without  
Concurrency.**

A. Notice to Applicants of Alternative Procedure in Determination of Complete Application. Beginning on January 1, 2008, and ending on ~~May 31, 2010~~ November 30, 2010 or the date the City grants substantial completion of the Phase 1 improvements to the wastewater treatment plant, whichever is earlier, the City shall include the following language in

every Notice of Complete Application for every building permit, preliminary plat, short plat, binding site plan, planned unit development, planned residential development, conditional use, variance, shoreline substantial development, shoreline conditional use, shoreline variance, site plan, or any other permit/approval for which a sewer concurrency certificate is required:

As an alternative to the standard project permit processing, an applicant may choose to have this application processed under the temporary procedure entitled 'Alternative Project Permit Processing without Concurrency,' as set forth in Gig Harbor Municipal Code Section 19.02.035. A copy of this procedure is attached. Please let us know if you would like your application processed under this alternative procedure. If you do not choose to have your application processed under the alternative method, your application for a sewer concurrency certificate will be processed immediately. At present, there is no available capacity in the City's Wastewater ~~Water~~ Treatment Plant, and it is likely that any application for concurrency in the Wastewater ~~Water~~ Treatment Plant will be denied. If your underlying project permit application requires sewer availability in the City's Wastewater ~~Water~~ Treatment Plant, it is likely that it will be denied as well. Denied applications are subject to the appeal provisions of GHMC Section 19.06.007.

B. Choosing Alternative Processing. Once an application has been determined complete and the applicant has chosen alternative processing without concurrency, the property owner will be asked to sign a contract with the City, allowing processing to proceed. This contract may not be signed by an agent for the property owner. A copy of this contract is attached to this Ordinance as Exhibit A, and will include, but not be limited to, the following requirements:

1. The property owner must waive any right to a final decision on the project permit application or concurrency determination by the dates established in the City code or in state law;

2. The property owner must release and covenant not to sue the City for any damages or liability that may be suffered by the applicant/property owner, developer or any third party as a result of the applicant's decision to choose this alternative processing procedure without concurrency, or as a result of the City's processing of the application under this procedure;

3. The property owner must agree to the City's processing of the application up to the point where a final decision must be made, and no

farther, until the expiration date established herein. If the City still does not have any capacity in the ~~Wastewater~~ Water Treatment Plant by that time, the property owner must agree that the application is null, void and of no further effect unless both parties agree to an extension;

4. The parties to the agreement must acknowledge that while the City will extend the vested rights doctrine to certain applications, up to the expiration date established herein, the City will not extend the vested rights doctrine to permits that do not vest under state or local law, and no applications will be vested under the State Environmental Policy Act (SEPA);

5. The property owner must acknowledge that the City's processing of applications subject to the vested rights doctrine will proceed under the codes in place at the time the complete application has been submitted (with the exception of SEPA), (except for those codes that are specifically adopted to be retroactive);

6. The property owner must agree to pay all applicable processing fees, which may include a double fee for any SEPA review or review based on SEPA, including but not limited to evaluations for traffic concurrency;

7. The property owner must agree to a contract expiration date of ~~May 31, 2010~~ November 30, 2010, and if the City has not announced that the ~~Wastewater~~ Water Treatment Plant has available capacity for the project permit application by that date, the application will be null and void, and the property owner will be required to re-submit his/her application to begin the process anew, without any refund in fees.

C. Execution of Contract. Every contract executed by the property owner shall be presented to the City Administrator. The City Council hereby authorizes the City Administrator to sign the contract attached hereto as Exhibit A on behalf of the City.

D. Alternative Processing without Concurrency. After contract execution, the City shall begin processing the application up to the point where a final decision must be made. In the case of a permit/approval that becomes final when a staff decision is made, the staff shall only write a draft report. In the case of a permit/approval that becomes final when a hearing examiner decision is made, the staff report shall also be in draft form, and the application shall not be scheduled for a hearing to the hearing examiner. For the SEPA threshold decision, see below.

E. Double-stage SEPA processing. The City's processing of the application under SEPA shall proceed as set forth in the City's codes and state law, except that no threshold decision shall issue. While the staff may prepare a draft threshold decision and even receive comments from the public/applicant on such draft, the threshold decision shall not issue for comment/appeal by the public under this procedure, until the City announces that the ~~Wastewater~~ Water Treatment Plant has available capacity for the project permit application, ~~but not later than May 31, 2010, unless the City has not accepted the improvements for the Waste~~

~~Water Treatment Plant which will provide available capacity by that date.~~  
There shall be no vesting of any regulations under SEPA.

F. Fees. The applicant shall pay the applicable project permit processing fees. In addition, if the City is required to issue a draft SEPA decision in order to ensure continued processing of an application, the applicant shall pay an additional fee for a second SEPA threshold decision (that would issue after ~~May 31, 2010~~ capacity is available, as provided above).

G. Order of Processing. The City shall process the applications in the order established by readiness for a final decision. In other words, once the staff has performed the last step in the process prior to the final decision or the hearing on the final decision, the application will be placed on the list. The applications on the list will be held until the City ~~announces the acceptance of the Waste Water Treatment Plant grants~~ substantial completion of the Phase 1 improvements to the wastewater treatment plant, which will provide available capacity, but not later than ~~May 31, 2010~~ November 30, 2010. At that point, the staff will issue the necessary final decisions or schedule the applications for hearing on the final decision. If no announcement of available capacity has been made by ~~May 31, 2010~~ November 30, 2010, the applications will be null, void and of no further effect.

H. Re-application. If the City does not ~~accept the improvements to the Waste Water Treatment Plant grant~~ substantial completion of the Phase 1 improvements to the wastewater treatment plant that will provide available capacity on or before ~~May 31, 2010~~ November 30, 2010, and the applications that have been processed under this temporary, alternative procedure have been determined null, void and of no further effect, the applicants may submit new applications once the City announces that sewer capacity is available. The provisions of GHMC Section 19.06.007 shall not prevent reapplication of applications that have been determined invalid.

I. Utility Extension Agreements and Comprehensive Plan Amendments. This procedure is not available for utility extension agreements or comprehensive plan amendments.

Section 2. The expiration date of the provisions in GHMC 19.10.015(B)(1) and (2), as established by ORD 1159, shall be extended to November 30, 2010.

Section 3. The City Council hereby authorizes the City Administrator to execute contract extensions with property owners who have entered into an Alternative Project Permit Processing without Concurrency contract, as set forth in GHMC 19.02.035, with an expiration date of May 31, 2010 and will not receive a sewer concurrency reservation certificate for their project permit application by May 31, 2010.

Section 4. 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 5. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 2010.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

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



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

**Subject:** Second Reading of Ordinance –  
2010 Stormwater Manual Revisions

**Dept. Origin:** Public Works

**Proposed Council Action:** Adopt an Ordinance of the City Council of the City of Gig Harbor, Washington, relating to minor editorial revisions to the 2010 Stormwater Management and Site Development Manual.

**Prepared by:** Jeff Langhelm *AL*

**For Agenda of:** April 26, 2010

**Exhibits:** Proposed ordinance with revised pages from 2010 Stormwater Management and Site Development Manual

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH 4/20/10</i>
<b>Approved by City Administrator:</b>	<i>RJK 4/20/10</i>
<b>Approved as to form by City Atty:</b>	<i>PREVIOUSLY APPROVED</i>
<b>Approved by Finance Director:</b>	<i>DF 4/29/10</i>
<b>Approved by Department Head:</b>	<i>JL 4/20/2010</i>

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

The City of Gig Harbor's 2010 Stormwater Management and Site Development Manual (Manual) was adopted on August 10, 2009 and became effective on January 1, 2010. The Manual is required as part of the City's NPDES Phase 2 Stormwater Permit.

As part of the creation of the Manual, staff verified code references and definitions. However, some of these references and definitions were incorrect. The intent of this ordinance is to revise the Manual to provide the correct code references and definitions.

Attached for your review is the proposed ordinance with the proposed Manual revisions shown using strike out and underline formatting. The requested editorial revisions are located on nine of the 1,200 pages.

**FISCAL CONSIDERATION**

None with this action.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Adopt an Ordinance of the City Council of the City of Gig Harbor, Washington, relating to minor editorial revisions to the 2010 Stormwater Management and Site Development Manual.



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

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, RELATING TO STORMWATER  
REGULATIONS AND THE ADOPTION OF EDITORIAL  
REVISIONS TO THE CITY'S 2010 STORMWATER  
MANAGEMENT AND SITE DEVELOPMENT MANUAL.**

**WHEREAS**, the City of Gig Harbor (the "City") is regulated under the Washington State Department of Ecology's Western Washington Phase II Municipal Stormwater Permit (the "Permit"); and

**WHEREAS**, the Permit became effective on February 16, 2007 and contains various requirements for stormwater management and operations that must be implemented over the 5-year permit term ending February 15, 2012; and

**WHEREAS**, the City adopted the 2010 Stormwater Management and Site Development Manual (the "Manual") on August 10, 2009, which became effective on January 1, 2010, and was needed to comply with the Permit; and

**WHEREAS**, the Manual includes many of the requirements that have been previously provided by the previous Chapter 14.20 GHMC and is based on the recently approved Pierce County Stormwater Management and Site Development Manual; and

**WHEREAS**, during the creation of the Manual staff verified code references and definitions; and

**WHEREAS**, some of the code references and definitions were later found to be incorrect; Now, therefore

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

**Section 1.** The following pages of the Stormwater Management and Site Development Manual referenced in Section 14.20.050 GHMC shall be revised as attached:

- Volume I – Page 1-10
- Volume I – Page 3-28
- Volume I – Page 3-31
- Volume I – Page Glossary-1

Volume I – Page Glossary-17  
Volume I – Page Glossary-18  
Volume I – Page Glossary-25  
Volume I – Page Glossary-39  
Volume I – Page Glossary-40

**Section 2.** Severability. If any one or more section, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

**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 26th day of April, 2010.

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: \_\_\_\_\_  
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: April 8, 2010  
PASSED BY THE CITY COUNCIL: April 26, 2010  
PUBLISHED: April \_\_, 2010  
EFFECTIVE DATE: May \_\_, 2010  
ORDINANCE NUMBER:

### ***Severability***

If any provisions of the manual or their application to any person or property are amended or held to be invalid, the remainder of the provisions in this manual in their application to other persons or circumstances shall not be affected.

### ***Penalties and Enforcement***

Penalties and enforcement shall be in accordance with Chapter 12.17 (GHMC).

### ***Appeals***

Appeals shall be handled in accordance with the Building Code Advisory Board (Chapter 15.02 GHMC).

## **1.7.2 More Stringent Measures and Retrofitting**

Total maximum daily loads (TMDL) -- which are also known as water cleanup plans -- may identify more stringent measures needed to restore water quality in an impaired water body. For more information, refer to the Washington State Department of Ecology (Department of Ecology) website: <<http://www.ecy.wa.gov/PROGRAMS/WQ/tmdl/index.html>>.

## **1.7.3 Presumptive Versus Demonstrative Approaches to Protecting Water Quality**

Wherever a discharge permit or other water-quality-based project approval is required, project applicants may be required to document the technical basis for the design criteria used to design their stormwater management BMPs. This includes: how stormwater BMPs were selected; the pollutant removal performance expected from the selected BMPs; the scientific basis, technical studies, and/or modeling which supports the performance claims for the selected BMPs; and an assessment of how the selected BMP will comply with Federal technology-based treatment requirements, state water quality standards, and satisfy “all known available and reasonable methods by industries and others to prevent and control the pollution of the waters of the State of Washington.” This statutory requirement is generally known by the acronym AKART.

The BMPs presented in this manual are approved by Gig Harbor, Pierce County and the Department of Ecology and are *presumed* to protect water quality and instream habitat – and meet the stated environmental objectives of the regulations described in this chapter. Project applicants always have the option of not following the stormwater management practices in this manual. However, if a project applicant chooses not to

- **Critical areas:** Confirm that the project is consistent with any applicable provisions in Chapter 18.08 Critical Areas GHMC. Describe specific site design and construction requirements that implement the applicable critical area standards.
- **Wetland hydrology:** If applicable, provide calculations and continuous modeling results demonstrating that wetland hydrology and hydroperiod are maintained in comparison to the predevelopment condition and the wetland is protected from water quality impacts and construction intrusions.
- **Hydrology and water quality:** Provide calculations documenting that hydrology and water quality impacts to Fish and Wildlife habitat areas are minimized, the project has meet applicable flow control and water quality standards, and protections are provided from construction intrusions.
- **Flood hazard areas:** Provide calculations demonstrating that predeveloped flood capacity is not diminished and proposed developments are protected from flood damage. Refer to Section 18.08.196 GHMC for applicable requirements.
- **Landslide hazard areas:** If there are any landslide hazard areas on the site, evaluate whether the proposed development is protected from impacts from an active landslide hazard area and document what measures have been implemented into the site design to ensure that impacts to the active landslide hazard area and associated buffer are prevented.
- **Steep slopes:** Discuss appropriate construction methods that will be utilized when creating or constructing on steep slopes as defined in Section 18.08.192 GHMC.
- **Geotechnical and shoreline requirements:** Document that the recommendations made in the ~~Shoreline Erosion Hazard~~ Geotechnical Report (Title 18E.110 PCC), Geological Assessment-Landslide Hazard Geotechnical Report (Title 18E.80 PCC), Stability Report (Title 17A.30.030 B. PCC), and ~~any applicable requirements as per Title 17A.30.030.A.1 PCC~~ geotechnical reports required in Chapter 18.08 GHMC have been approved by the city. Describe specific site design and construction measures that will be implemented to meet the applicable geotechnical recommendations and mitigations.
- **Downstream analysis:** Provide calculations demonstrating that the downstream capacity of drainage courses and drainage channels is sufficient for the proposed project improvements.

with a transmittal letter. All submittals must comply with RCW 18.43.070 and (with the exception of Abbreviated Plans) must be stamped, signed, and dated by the engineer.

If the city begins its review and finds that the submittal is incomplete, it will be returned to the applicant unchecked and upon resubmittal it will be assigned a new review date. Reviewed plans will be returned directly to the applicant for corrections and/or revisions.

After initial review, all revised site development reports, plans, city mark-ups, financial guarantees, legal documents, easements, etc., as required by the city, must be resubmitted to the city with a completed "Revision/Correction Submittal Form" ~~transmittal letter~~ which has the plat name and/or City file number on it, i.e., Gig Harbor Public Works Department File No. xx.

The city reserves the right to review a site development plan or road plan and require a new permit when the resubmitted plans are found to have significant design and/or conceptual changes or changes in field conditions from the original submittal. Design errors which are undetected by the city do not relieve the engineer from ultimate responsibility. Where these errors are discovered, the plans are subject to revisions by the engineer and review and approval by the city.

Review fees, if applicable, shall be paid by the applicant at the time of submittal.

Submittals shall be reviewed by the city according to the date they were submitted. Previously reviewed or approved plans submitted with revisions shall be considered a new submittal. Approved plans under construction will be considered a resubmittal and will be reviewed prior to new submittals.

- First submittal: Three sets of prints of plans, profiles, and detail sheets, including three sets of the Drainage Control Plan, Erosion and Sediment Control Plan, Engineered Abbreviated Plan, or Abbreviated Plan.
- Final submittal: Original set of reproducible prints of corrected plans, profiles, and detail sheets; two sets of prints of corrected plans, profiles and detail sheets. One set of the Drainage Control Plan, Erosion and Sediment Control Plan, Engineered Abbreviated Plan, or Abbreviated Plan, and the quantity take-off and engineer's cost estimates of proposed construction when the project is to be bonded. The most recent set previously marked up by the city reviewers. Upon city approval of the final submittal, the city will make a reproducible set of the plan sheets and return the original reproducibles to the engineer. All other submittal items will be

## Glossary and Notations

The following terms are provided for reference and use with this manual.

<b>American Association of State Highway and Transportation Officials (AASHTO) Classification</b>	The official classification of soil materials and soil aggregate mixtures for highway construction, used by the American Association of State Highway and Transportation Officials.
<b>Abbreviated Plan</b>	A plan for small sites to implement temporary BMPs to control pollution generated during the construction phase only, primarily erosion and sediment.
<b>Absorption</b>	The penetration of a substance into or through another, such as the dissolving of a soluble gas in a liquid.
<b>Administrator</b>	See Director.
<b>Adsorption</b>	The adhesion of a substance to the surface of a solid or liquid; often used to extract pollutants by causing them to be attached to such adsorbents as activated carbon or silica gel. Hydrophobic, or water-repulsing adsorbents, are used to extract oil from waterways when oil spills occur. Heavy metals such as zinc and lead often adsorb onto sediment particles.
<b>Aeration</b>	The process of being supplied or impregnated with air. In waste treatment, the process used to foster biological and chemical purification. In soils, the process by which air in the soil is replenished by air from the atmosphere. In a well aerated soil, the soil air is similar in composition to the atmosphere above the soil. Poorly aerated soils usually contain a much higher percentage of carbon dioxide and a correspondingly lower percentage of oxygen.
<b>Aerobic</b>	Living or active only in the presence of free (dissolved or molecular) oxygen.
<b>Agricultural Activities</b>	The normal and routine actions associated with the production of crops: such as plowing, cultivating, minor drainage, and harvesting, and/or raising or keeping of livestock, including O&M of farm and stock ponds, drainage ditches, irrigation systems, and normal operation, maintenance, and repair of existing serviceable agricultural structures, facilities, or improved areas. The term "agricultural activities" as used within this Title does not include the practice of aquaculture. Forest practices regulated under Title 18H PCC, Chapter 76.09 RCW and Title 222 WAC are not included in this definition.

	buildings for the purpose of eliminating flood damages to those structures including their utilities and contents.
<b>Flood Routing</b>	An analytical technique used to compute the effects of system storage dynamics on the shape and movement of flow represented by a hydrograph.
<b>Floodway</b>	The channel of the river, or other watercourse, and the adjacent land areas that must be reserved in order to convey and discharge the base flood without cumulatively increasing the water surface elevation by more than 1 foot, and those areas designated as deep and/or fast-flowing water or mapped at severe risk of channel migration.
<b>Flow Control Facility</b>	A drainage facility designed to mitigate the impacts of increased surface and stormwater runoff flow rates generated by development. Flow control facilities are designed either to hold water for a considerable length of time and then release it by evaporation, plant transpiration, and/or infiltration into the ground, or to hold runoff for a short period of time, releasing it to the conveyance system at a controlled rate.
<b>Flow duration</b>	The aggregate time that peak flows are at or above a particular flow rate of interest. For example, the amount of time that peak flows are at or above 50 percent of the 2-year recurrence interval peak flow rate for a period of record.
<b>Flow Frequency</b>	The inverse of the probability that the flow will be equaled or exceeded in any given year (the exceedance probability). For example, if the exceedance probability is 0.01 or 1 in 100, that flow is referred to as the 100-year recurrence interval flow.
<b>Flow Path</b>	The route that stormwater runoff follows between two points of interest.
<b>Forebay</b>	An easily maintained, extra storage area provided near an inlet of a BMP to trap incoming sediments before they accumulate in a pond or wetland BMP.
<b>Forest Practice</b>	Any activity conducted on or directly pertaining to forest land and relating to growing, harvesting, or processing timber, including but not limited to: Road and trail construction, Harvesting, final and intermediate, Precommercial thinning, Reforestation, Fertilization, Prevention and suppression of diseases and insects, Salvage of trees, Brush control.
<b>Forest Practices Permit</b>	Means a permit issued by the county under Title 18H

	<u>PCC or WDNR Washington State Department of Natural Resources</u> for the removal of timber and construction of necessary roads.
<b>Forested Wetlands</b>	In general terms, communities (wetlands) characterized by woody vegetation that is greater than or equal to 6 meters in height; in this manual the term applies to such communities (wetlands) that represent a significant amount of tree cover consisting of species that offer wildlife habitat and other values and advance the performance of wetland functions overall.
<b>Freeboard</b>	The vertical distance between the design water surface elevation and the elevation of the barrier that contains the water.
<b>Frequency Of Storm (Design Storm Frequency)</b>	The anticipated period in years that will elapse, based on average probability of storms in the design region, before a storm of a given intensity and/or total volume will recur; thus a 10 recurrence interval storm can be expected to occur on the average once every 10 years. Sewers designed to handle flows that occur under such storm conditions would be expected to be surcharged by any storms of greater amount or intensity.
<b>Gabion</b>	A rectangular or cylindrical wire mesh cage filled with rock and used as a protecting agent, revetment, etc., against erosion. Soft gabions, often used in streambank stabilization, are made of geotextiles filled with dirt, in between which cuttings are placed.
<b>Gage Or Gauge</b>	A measuring device for registering precipitation, water level, discharge, velocity, pressure, temperature, etc. Also, a measure of the thickness of metal.
<b>Geologist</b>	A person who has earned a degree in geology from an accredited college or university or who has equivalent educational training and has at least 5 years of experience as a practicing geologist or 4 years of experience and at least 2 years postgraduate study, research or teaching. The practical experience shall include at least 3 years work in applied geology and landslide evaluation, in close association with qualified practicing geologists or geotechnical professional/civil engineers.
<b>Geometrics</b>	The mathematical relationships between points, lines, angles, and surfaces used to measure and identify areas of land.
<b>Geotechnical Professional</b>	A person with experience and training in analyzing, evaluating, and mitigating any of the following: landslide, erosion, seismic, and/or mine hazards, or fluvial



	is associated with stabilization of structures and road construction shall also be considered a land-disturbing activity. Vegetation maintenance practices are not considered land-disturbing activity.
<b>Landscaping</b>	Means the improvement or installation on a parcel or portion thereof of objects or vegetation for decorative or ornamental effect. Examples include: trees, bushes, shrubs, flowers, grass, weeds, ornamental rocks or figures, and low-lying ground cover, sprinkler systems, sidewalks, and lighting fixtures.
<b>Landslide</b>	Episodic downslope movement of a mass of soil or rock that includes but is not limited to rockfalls, slumps, mudflows, and earthflows. For the purpose of these rules, snow avalanches are considered to be a special case of landsliding.
<b>Large Lot</b>	Means as defined by the Gig Harbor Municipal Code (GHMC), Title 18F PCC or the most recent version thereof.
<b>Large Lot Divisions</b>	Means any number of divisions of land into lots, tracts or parcels for any purpose, each of which the smallest lot size is 5 acres or larger or one one hundred twenty eighth (1/128) of a section but smaller than 20 acres or larger.
<b>Lattice Block Pavement</b>	A pavement, either cast in place or interlocking paving bricks, with interstices allowing infiltration and the growth of vegetation.
<b>Leachable Materials</b>	Those substances that, when exposed to rainfall, measurably alter the physical or chemical characteristics of the rainfall runoff. Examples include erodible soils, uncovered process wastes, manure, fertilizers, oil substances, ashes, kiln dust, and garbage dumpster leakage.
<b>Leachate</b>	Liquid that has percolated through soil and contains substances in solution or suspension.
<b>Leaching</b>	Removal of the more soluble materials from the soil by percolating waters.
<b>Legume</b>	A member of the legume or pulse family, Leguminosae, one of the most important and widely distributed plant families. Practically all legumes are nitrogen-fixing plants.
<b>Level Pool Routing</b>	The basic technique of storage routing used for sizing and analyzing detention storage and determining water levels for ponding water bodies. The level pool routing technique is based on the continuity equation: Inflow --

<b>Sensitive Area</b>	Means those areas designated by resolution or ordinance of the Gig Harbor City Council pursuant to Washington Administrative Code 197-11-908 and <del>Title Chapter 18E PCC18.08 GHMC</del> or the most recent amendments thereto. See Environmentally Sensitive Area.
<b>SEPA</b>	See State Environmental Policy Act.
<b>Settleable Solids</b>	Those suspended solids in stormwater that separate by settling when the stormwater is held in a quiescent condition for a specified time.
<b>Shared Access Facility</b>	A privately-owned drivable surface which serves up to and including four lots in the rural area or two lots in the urban area for access to single family and two family dwelling units.
<b>Sheet Erosion</b>	The relatively uniform removal of soil from an area without the development of conspicuous water channels.
<b>Sheet Flow</b>	Runoff that flows over the ground surface as a thin, even layer, not concentrated in a channel.
<b>Shoreline Development</b>	The proposed project as regulated by the Shoreline Management Act. Usually the construction over water or within a shoreline zone (generally 200 feet landward of the water) of structures such as buildings, piers, bulkheads, and breakwaters, including environmental alterations such as dredging and filling, or any project which interferes with public navigational rights on the surface waters.
<b>Short Circuiting</b>	The passage of runoff through a BMP in less than the design treatment time.
<b>Short Plat Or Short Subdivision</b>	As defined in the Title 16 Gig Harbor Municipal Code (GHMC), or most recent version thereof.
<b>Shoulder Width</b>	Means the improved and maintained area between the edge of the traveled way and the point of intersection of shoulder slope with the fore slope or ditch slope.
<b>Siltation</b>	The process by which a river, lake, or other water body becomes clogged with sediment. Silt can clog gravel beds and prevent successful salmon spawning.
<b>Single-Family Residential Structure</b>	Means a structure used to house one or two families, including appurtenant structures such as a garage, storage shed, or other structure not used for living purposes, all for the private, non-commercial use of the property owner or renter.
<b>Site</b>	The legal boundaries of a parcel or parcels of land that is (are) subject to new development or redevelopment. For

	road projects, the length of the project site and the right-of-way boundaries define the site.
<b>Site Development Permit</b>	Means a permit issued by <u>the city of Gig Harbor titled "Civil Permit"</u> authorizing the applicant to access the property; fill, grade and create an impervious surface or any combination thereof.
<b>Site Development Plan</b>	<u>Means the set of civil drawings submitted by the applicant to request a site development permit.</u> Site development plans shall include the following, as specifically required by the city in each instance: Site plan, Drainage Control Plan, Erosion and Sediment Control Plan, Engineered Abbreviated Plan, Abbreviated Plan, grading plan, soils report, flood study, road construction plans, entering sight distance variances and verifications, and other documents required in the review of proposed development of the property.
<b>Slope</b>	Degree of deviation of a surface from the horizontal; measured as a numerical ratio, percent, or in degrees. Expressed as a ratio, the first number is the horizontal distance (run) and the second is the vertical distance (rise), as 2:1. A 2:1 slope is a 50 percent slope. Expressed in degrees, the slope is the angle from the horizontal plane, with a 90-degree slope being vertical (maximum) and 45-degree being a 1:1 or 100 percent slope.
<b>Sloughing</b>	The sliding of overlying material. It is the same effect as caving, but it usually occurs when the bank or an underlying stratum is saturated or scoured.
<b>Soil</b>	The unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of land plants. See also topsoil, engineered soil/landscape system, and properly functioning soil system.
<b>Soil Group, Hydrologic</b>	A classification of soils by the SCS into four runoff potential groups. The groups range from A soils, which are very permeable and produce little or no runoff, to D soils, which are not very permeable and produce much more runoff.
<b>Soil Horizon</b>	A layer of soil, approximately parallel to the surface, which has distinct characteristics produced by soil-forming factors.
<b>Soil Permeability</b>	The ease with which gases, liquids, or plant roots penetrate or pass through a layer of soil.



## Residential Building Permit Stormwater Requirements Guidance

The 2010 Gig Harbor Stormwater Management and Site Development Manual (Manual), became effective for new land use applications accepted by the City beginning January 1, 2010. This includes applications for Residential Building Permits, of Single Family Homes, Duplexes, Tri-plexes, 4-plexes and Townhomes.

### **Condition 1.**

When the building lot is part of a plat, short plat, or any formal development that has previously been approved under the regulations of the 1996 Stormwater Manual. In addition, a stormwater flow control system exists for that development, and it is designed and constructed to take the roof downspouts, footing drain and yard/driveway drain water from the building lot to the stormwater flow control facility.

1. The applicant is required to connect the roof downspouts, footing drain and yard/driveway drains to the stormwater system. Note appropriate Temporary Erosion Control Measures, including BMP Details in the plan submittal. The submittal complies with Minimum Requirement #2 of the Manual.

### **Condition 2.**

When the property is not part of a plat, short plat, or any formal development that has previously been approved under the regulations of the 1996 Stormwater Manual. Under this condition no comprehensive development storm system exists that is designed to take the roof downspout, footing drain and yard/driveway drain water from the building lot, to a development flow control facility.

The applicant must determine the Minimum Requirements that will apply to the development permitted under the Building Permit. The applicant is to use Figure 2.1. Flow Chart for Determining Requirements for New Development in Volume I of the Manual. Figure 2.1. is attached, as well as Figure 2.2. Flow Chart for Determining Requirements for Redevelopment. The Building Permit will trigger a possibility of three scenarios for stormwater requirements as follows:

1. Projects in which the new, replaced, or new plus replaced impervious surfaces total less than 2,000 square feet, or disturb less than 7,000 square feet of land; must note

appropriate Temporary Erosion Control Measures, including BMPs in the plan submittal. The submittal complies with Minimum Requirement #2 of the Manual.

2. Projects in which the new, replaced, or new plus replaced impervious surfaces total 2,000 square feet or more, or disturbs 7,000 square feet or more of land must prepare a Construction SWPPP, as part of the Stormwater Site Plan (see 2.4.1 of the Manual). Each of the 12 Elements must be considered and included in the Construction SWPPP, unless site conditions render the element unnecessary and the exemption from that element is clearly justified in the narrative of the Construction SWPPP. The project shall comply with Minimum Requirements #1 through #5 of the Manual. Applicants should refer the Manual for detailed requirements. The Construction SWPPP shall be included in the plan submittal.
3. Projects which the new, replaced, or new plus replaced impervious surfaces total 5,000 square feet or more, or convert  $\frac{3}{4}$  acres or more of native vegetation to lawn or landscape areas, or convert 2.5 acres or more of native vegetation to pasture shall comply with Minimum Requirements 1 through 11 of the Manual, applicants should refer the Manual for detailed requirements.

**Attached is an example of the 12 Elements in Minimum Requirement #2.** Each of the 12 Elements are to be considered, if the element is unnecessary, then clearly justify why it is not needed. Include the BMP Details (example: Silt Fence Detail). Show where the BMPs are to be located on the site plan.

Applicants are encouraged to refer to the 2010 Stormwater Management and Site Development Manual (Manual) which is available on the City of Gig Harbor website. ([www.cityofgigharbor.net](http://www.cityofgigharbor.net))

If you have questions on the stormwater requirements, you may contact Wayne Matthews, Engineering Technician by phone at 253.853.2646 or email at [matthewsw@cityofgigharbor.net](mailto:matthewsw@cityofgigharbor.net).

My name is John Moist - 3323 Harborview Drive

April 26, 2010 Council Meeting Public Statement re: Jerisich/Skansie Parks Components

Over the past ten years council has authorized the expenditure of tens of thousands of dollars and has involved a great many concerned citizens with a number of different studies and committees each with the idea of improving the quality of life in Gig Harbor. With that said, I can only think of one recommendation out of hundreds that has come to fruition. It has been disappointing to volunteer hundreds of hours on projects that went nowhere.

As a member of the 2008 Skansie Ad Hoc and the Maritime Pier Feasibility Committees I have been outspoken about honoring the committee's recommendations and the overwhelming public support we have received. When considering the recommendations, I ask Council to regard each element on its own individual merit. If funds are not available don't throw the baby out with the bathwater, simply approve the project and put it on hold until such time as funds are available.

It appears that Madison Shores has eliminated the Maritime Pier location controversy and Coastal Heritage Alliance takes care of the net shed. This leaves the House. The Ad Hoc committee recommended the house be used as the Visitor Center. Now it appears that this won't happen because the Chamber of Commerce wants to take over the Visitor Center duties at its Judson Street location, with free rent. Where does this leave the City Marketing Department? I hope you put as much value on the marketing department's work as the community does. I have worked closely with Lauren for the past eight years and she is dedicated to the future of our City. She has done a superior job of promoting the historic downtown and Gig Harbor in general. If the decision is made not to have a visitor center at Skansie, I hope the city will support a collaborative effort between the current marketing department, the Chamber and all other important groups downtown, which only, in this scenario, your Marketing Director has the ability to make cohesive.

Another group wants the House for a live in Harbor Master. To do what, babysit Jerisich Dock for which no moorage fee is charged? The COPs program already handles this. To eliminate the need for a change in use permit from residential to public?

I am a harbor master. I manage a business that brings over 2,500 boats and 5 to 6,000 visitors to the Harbor each year. The Visitor Center located at the Skansie House is not only ideal it is essential if we want to make Skansie Park the hub of the historic downtown. And it is the recommendation of both Skansie committees as well as several consultants.

So why are you considering a whole new option for the house at this point in the game?

Honor the Skansie recommendations and DO NOT ALLOW them to meet the same going nowhere fate.

# Memorandum

To: Skansie Brothers Park Ad Hoc Committee

From: Jim O'Donnell, resident of Gig Harbor

Date: 5/1/2008

\* recycled on April 26 2010

Re: Skansie Park Proposed Fishermen's Dock.

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The combined setting of Jerisich dock, pavilion, public restroom, Fishermen's memorial, flagpole, Skansie house and net shed make for an uncluttered, well-used scenically beautiful centerpiece for the Maritime City of Gig Harbor.

Making the Skansie house into a gathering place for townspeople old and new as well as tourists, the restoration of the property would greatly enhance the area and increase visitor's numbers.

As tribute to the fishing history of the town it would be great to see the Skansie house transformed into a fisherman's house and garden from circa 1900, with garden and bocce ball. As such it could also be a starting point for participants and guides to begin a tour of the waterfront. (See Gig Harbor Waterfront Historic Walk.)

\* information center

The overall planning for downtown parking and parks should be comprehensive and should include Austin, Donkey Creek, historical properties, Eddon boatworks, Jerisich dock, the Harbor Historical Museum and the Skansie park.

## Restoration of Skansie Park:

1. Restoring the net-shed is a #1 priority. The pilings need to be replaced after which the net-shed, with care, could be made accessible to visitors without changing the exterior or its surroundings.
2. Furniture stored by the Historical Society could furnish several rooms downstairs for the 1900's look.
3. Modernize room and bath upstairs, with kitchen, for occupancy by a person who could live in a piece of history in return for cozy quarters (this would reduce the risk of vandalism). In this case the upstairs would not be available to public access..
4. Grounds: leave the apple tree, magnolia, monkey puzzle tree, camellia, holly trees, cedar tree and Scotch pine. Have certified arborists determine if the cherry tree is safe (for

\* 5. While shoring up the foundation ask the Kayak + Canoe Club community if they would like to store their craft in celler and change configuration to fit if needed.  
\* add ons 4/26/2010

May 1, 2008

children). Plant a vegetable garden ( with master gardeners and food bank collaborating, and volunteers tending).

5. Remove portions of the hedge to make user friendly by pruning shrubs: this only to be done after plan is complete.

Currently the southern lawn is not heavily used except for Blessing of the Fleet, Gig Harbor Days, and special events at pavilion. The reason for the lack of use is the red plastic warning fence around the house and all of the Canada geese droppings on that side. There should be an effort made by the city to chase the geese away from the park as their droppings can be a health hazard, or clean up after them daily.

Once the plan is adopted for the house, volunteers and historians could gather here and provide guides for walking tours of the Harbor. The guides could give presentations not only in English, but in many other languages, based on my observation that many Gig Harbor-ans are multilingual.

A bocce ball court could be laid out on the south side of the property, and fishermen and San Franciscans could have fun and entertain the walkers on the sidewalk.

An enlarged, wall-sized map of Croatia and surroundings (Yugoslavia) in the 1920s could be placed at the fisherman's house and keyed to Gig Harbor's early pioneers.

#### Observation on Maritime Dock.

Fishing or shellfish gathering should not take place because of the pollution of the sediment in the harbor (check out Eddon boat works), and parents with young children should not be encouraged to eat fish caught in the area.

The placement of the pier will obstruct the view that we currently and historically have to the opposite shore.

A modern-day concrete pier with room to turn trucks around is not in keeping with the historic nature of the site. Even though the pier will only be used by a small portion of the Gig Harbor fleet for approximately 20 days in June and November, it will be an eyesore and maritime hazard as well as a tempting place for private boats to tie up for overnight, repairs, or partying, etc.

The Blessing of the Fleet could no longer be done as it has since 2002.

And, most important, public funds should not be spent on private business ventures, particularly where it concerns a public-owned park.

~~Environmentalist~~  
or  
~~Forester/Wildlife Biologist~~



May 1, 2008

My suggestion is that there is a very dilapidated dock at Eddon boat works which needs repair or replacement. The fishermen could unload their nets there after the boat works is up and running. The access to the harbor is much better there, and a pier would not obstruct the water view, since that is already been done by the boat works and the house.

No matter what happens, once this area is restored, a traffic light or round-about will be needed on the intersection of Harborview and Stinson.

Three other locations may also work and should be seriously considered are:

1. the 60' right-of-way by the Tides tavern
2. the Ancich pier that is currently used, and
3. the county boat launch on the east side of the bay.

Thank you for your interest.

Jim O'Donnell

\* Another idea!

When The new sewer line extension is put in, put in 10" pipe (weld on) <sup>on larger outflow</sup> to bring water to the back of the Harbor so the marine life can return.

or

install 2 way pump on line so treated sewage could be pumped out into commencement bay, and the pump be reversed and after tide change (Time <sup>or other</sup> frame) <sub>3</sub> ~~fresh~~ clean water could be pumped in to Harbor. — Technology is available in The Netherlands



**Subject: Pierce Transit Board of Commissioners**

**Proposed Council Action:**

Consider the recommendation from the Boards and Commission Candidate Review Committee and Cast a Vote for One Candidate

**Dept. Origin:** Administration

**Prepared by:** Molly Towslee, City Clerk *MT*

**For Agenda of:** April 26, 2010

**Exhibits:** Initial & Date

**Concurred by Mayor:** CLH 4/20/10

**Approved by City Administrator:** PJK

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

**Approved by Finance Director:** N/A

**Approved by Department Head:** N/A

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

**INFORMATION / BACKGROUND**

Recently Pierce Transit asked for nominations for a representative to fill the at-large position to be elected by the 14 small cities and towns within Pierce Transit's boundary.

This resulted in six nominations:

- Neil Johnson, City of Bonney Lake
- Daryl Eidinger, City of Edgewood
- Nicola McDonald, City of Orting

- Jim Hills, City of DuPont
- Rob Cerqui, City of Fife
- Marion Smith, Town of Steilacoom

Pierce Transit is requesting that Council select one nominee and to return the ballot by April 30, 2010.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

The Boards and Commissions Candidate Review Committee is reviewing the nominees at their April 26th meeting and will bring a recommendation to the April 26th Council Meeting.

**RECOMMENDATION / MOTION**

Consider the recommendation from the Boards and Commission Candidate Review Committee and Cast a Vote for One Candidate.

RECEIVED

MAR 29 2010

CITY OF GIG HARBOR

March 26, 2010

Mayor Chuck Hunter  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335

Dear Mayor Hunter:

Recently, you were sent a letter from Pierce Transit requesting your Council's nomination of a representative to fill the at-large position elected by the 14 small cities and towns within Pierce Transit's boundary.

Nominations received as of the March 24, 2010, deadline were:

Neil Johnson, City of Bonney Lake  
Jim Hills, City of DuPont  
Daryl Eidinger, City of Edgewood  
Rob Cerqui, City of Fife  
Nicola McDonald, City of Orting  
Marion Smith, Town of Steilacoom

At your next council meeting, please select one nominee from those provided. **A certified copy of the council resolution or motion must accompany the enclosed ballot.** Please forward the ballot and appropriate verification to me on or before **5 p.m. on April 30, 2010.**

If you have any questions, please email me at [tpercival@piercetransit.org](mailto:tpercival@piercetransit.org) or call me at 253-581-8066.

Sincerely,



Treva Percival, CMC  
Clerk of the Board

Enclosure

cc: Pierce Transit Board of Commissioners  
Lynne Griffith, Chief Executive Officer  
Molly Towslee, Clerk

## **Bios for Small Cities/Towns Representative on Pierce Transit Board of Commissioners**

### **Neil Johnson – City of Bonney Lake**

Now serving in his second term as Mayor, Neil Johnson is known for working to bring consensus among disparate groups and interests. Of recent note is his involvement in the formulation and approval of the Cascade Water Alliance agreement with area cities and citizen groups over the use of Lake Tapps as a water source. Neil was also instrumental in brokering a three-way agreement between Weyerhaeuser, Washington State and Bonney Lake for the donation of over forty-acres to the City and additional acreage for a potential YMCA. Neil is employed at Rotary Offset Press as the Marketing and Sales Manager. His added experience as a youth sports-league coach, chamber of commerce member and former business-owner helps him understand the similarities and differences between business and government. Neil is passionate about seeking a balanced service model for Pierce Transit and asks for your support to represent the group of small cities on the Board.

### **Jim Hills – City of DuPont**

Mr. Hills is a two time City of DuPont Councilmember, has served nine years on the Steilacoom School Board, and is a Retired Air Force Officer. He has lived in the area for many years, is apprised of the issues, and has exceptional experience.

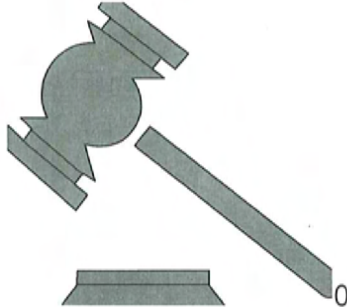
Mr. Hills' education includes a Bachelors Degree from Allegheny College, Meadville PA., Masters in Business Administration from Southern Illinois Univ., Certificate in Alcohol Studies from Seattle University, and Master in Marriage and Family Therapy from Pacific Lutheran University. He is currently a retired Counselor.

### **Daryl Eidinger, City of Edgewood**

No bio submitted.

### **Rob Cerqui – City of Fife**

- **Education:** Washington Agriculture/Forestry; Leadership Education, 1999. Bachelor of Arts: Liberal Studies/core concentration: International Business, University of Washington, 1996. Associate of Arts: Pierce Community College, 1994, Puyallup High School, 1992.
- **Occupation:** Self-Employed; Vegetable Grower, Cerqui Farms
- **Professional Qualifications:** Fife City Councilmember. Business owner.
- **Personal Information:** Lifelong resident of Fife area. Fourth generation vegetable grower.
- **Community Involvement:** Fife City Councilmember; 2003-present. Pierce/King County Farm Bureau; Board Member, 1996-present. USDA/Farm Service Agency; Board Member and past Chairman, 1996-2006. City of Fife; Planning Commission, 2002-2003. City of Fife; Police Advisory Board, 1997-2003.



## OFFICIAL BALLOT

Candidates: Neil Johnson, City of Bonney Lake  
Jim Hills, City of DuPont  
Daryl Eiding, City of Edgewood  
Rob Cerqui, City of Fife  
Nicola McDonald, City of Orting  
Marion Smith, Town of Steilacoom

The city/town of GIG HARBOR wishes to cast its vote  
for Councilmember/Mayor \_\_\_\_\_  
of the City of \_\_\_\_\_ to serve as a member  
of the Board of Commissioners for Pierce Transit for a three-year term, May 1, 2010, to  
April 30, 2013, representing the fourteen small cities and towns within Pierce Transit's  
boundary.

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

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

Title: \_\_\_\_\_

This form must be accompanied by a certified copy of the council resolution or motion. Ballots must be received by Pierce Transit's Clerk of the Board by **5 p.m., May 1, 2010.**



eventual fee ownership based on information obtained through the site assessment, the Developer would grant an additional \$27,665 to be used towards construction of the Cushman Trail.

**FISCAL CONSIDERATION**

Up to \$10,000 of the City's cost of the environmental assessment of the proposed easement areas will be funded by the Developer.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Adopt the Resolution authorizing the Mayor to execute the Development Agreement with McCormick Creek LLC.

**RESOLUTION NO.**

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

---

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; 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; 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 east of Burnham Drive NW 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; and

WHEREAS, the Developer has obtained approval of a 185 lot preliminary plat



and desires to develop and record the final plat in four separate phases; and

WHEREAS, on April 26, 2010, the City Council held a public hearing on the Development Agreement during a regular public meeting and voted to approve the Development Agreement attached hereto as Exhibit 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 McCormick Creek LLC.

Section 2. The City Council hereby directs the Planning Director to record the Development Agreement 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 26<sup>th</sup> day of April, 2010.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
ANGELA S. BELBECK

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

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF GIG HARBOR  
AND MCCORMICK CREEK LLC FOR THE  
MCCORMICK CREEK DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, hereinafter the "City," and MCCORMICK CREEK LLC, a limited liability corporation, organized under the laws of the State of Washington, hereinafter the "Developer."

**RECITALS**

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; 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; and

WHEREAS, this Development Agreement relates to the development known as McCormick Creek Preliminary Plat/PRD, which is located at: 10023 Burnham Drive NW, Application No. PL-PPLAT-09-0003; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) a Transportation Concurrency Reservation Certificate was issued for the development on February 8, 2010; and

b) a Revised Mitigated Determination of Non-significance was issued for the development on February 24, 2010; and

c) By Hearing Examiner's decision No. PPLAT-09-0003 dated April 7, 2010, the Preliminary Plat and PRD was approved subject to conditions;

d) After a public hearing, by Resolution No. \_\_\_\_, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

Now, therefore, the parties hereto agree as follows:

## **General Provisions**

**Section 1. The Project.** The Project is the development and use of the Property contemplated in this Agreement. The preliminary plat and PRD application and Hearing Examiner Decision describes the Project as a preliminary plat and planned residential development resulting in a total of 185 lots, 18 individual wetland, stormwater and open space tracts and associated roads. One hundred eighty-two of the lots are proposed to be residential, and three of the lots are proposed to be non-residential: one for office use, one for a mini-storage type of development to serve the residents of the plat, and one lot that contains an existing church.

**Section 2. The Property.** The Property consists of 52.16 acres and is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

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

A. "Adopting Resolution" means the resolution which approves this Development 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. "Design Guidelines" means the Gig Harbor Design Manual, as adopted by the City.

D. "Development Standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3).

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 Resolution.

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 Property, 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. 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 Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement.

**Section 4. Exhibits.** Exhibits to this Agreement are attached hereto and incorporated herein, including the following:

- Exhibit A – legal description of the Property.
- Exhibit B – Map showing Development Phases.
- Exhibit C – Map of Wetland Areas.
- Exhibit D – Cross Section of proposed roadways
- Exhibit E – Hearing Examiner Decision

**Section 5. 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 6. Term of Agreement.** This Agreement shall commence upon the Effective Date for an initial term of 5 years, and shall continue in force as described herein:

- A. Developer shall record final plat for Phase 1, as described in Exhibit B, and shall pay a minimum of 25 percent of the total sewer and water service connection fees for the entire plat, within 5 years from the Effective Date. The 25 percent of connection fees will be paid at the time of individual building permits or within 5 years, whichever is sooner.
- B. If Phase 1 is recorded within the initial 5-year term and the 25 percent connection fees paid, this Agreement shall be automatically extended for a period of 5 years.
- C. Developer may apply for up to two additional 5-year extensions of this Agreement, provided the extension request has been submitted in writing no less than 60 days prior to expiration, and provided that a minimum of Phase 1 and Phase 2 have been recorded and a minimum of 50 percent of the total sewer and water service connection fees for the entire plat have been paid to the City (to be paid at the time of individual building permits or 10 years, whichever is sooner). Such extensions are subject to approval by the City Council.
- D. In the event the Developer does not apply for or if the City Council does not approve the first 5-year extension, and if a minimum of 50 percent of the total sewer and water service connection fees have been paid, this

Agreement shall automatically be extended for two years to allow for recording of the final phase(s).

- E. Following the expiration of the term, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

**Section 7. Vested Rights of Developer.** During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented thereto by the Developer.

**Section 8. Permitted Uses and Development Standards.** The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

**Section 9. Minor Modifications.** Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

**Section 10. 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 11. Financing of Public Facilities.**

A. Developer acknowledges and agrees that it shall participate in the granting of a non-exclusive wetland and public use easement over all of the areas shown as Tract H and E on Exhibit B. In addition, developer agrees to grant funds in the amount of Ten Thousand Dollars (\$10,000) to the City. Said funds are to be used for an environmental assessment and other necessary analyses of the property. Said funds shall be dedicated to the City within 14 days of the effective date of the Adopting Resolution approving this agreement.

The easement over the areas shown as Tract H and Tract E shall be dedicated to the City within 60 days of the effective date of the Adopting Resolution approving this agreement; however, the City shall have the right to refuse this easement based on information that may become available during the environmental assessment of the property in question. If the City refuses to accept the easement, the Developer shall be required to grant an additional Twenty-Seven Thousand Six Hundred Sixty Five Dollars (\$27,665.00) to the City. These funds are based on the Developer's credit for relieving the requirement for a 5 foot wide sidewalk along the west side of Road 1 from Burnham Drive to Tract F, and shall be paid to the City prior to final plat for phase 1.

The City acknowledges that portions of Tract E contain an existing vehicular access easement that will remain until Road 1 is complete.

The Developer acknowledges that wetland mitigation for Road 1 improvements will continue to be the Developer's responsibility and must be completed prior to recording the final plat for phase 1. The City's easement over tracts E and H shall not restrict the Developer's plans for wetland mitigation of Road 1 as depicted in the approved conceptual wetland mitigation plans.

B. The City may pursue the use of a local improvement district and other similar project-related public financing mechanism for financing the construction, improvement or acquisition of public infrastructure, facilities, lands and improvements to serve the Property, whether located within or outside the Property. For reimbursement of expenses incurred by Developer associated with the off-site improvements and/or upsizing of utilities, and/or construction of infrastructure to accommodate City Comprehensive Transportation and Utility Plans, Developer may apply for a latecomer reimbursement agreement in accordance with the City's ordinances and State law.

C. The Developer shall pay a pro-rata share of the City's Interim Improvements project at the Borgen-SR16 Interchange. The pro-rata share shall be calculated based on the best information available when the pro-rata share is paid. The pro-rata share shall be paid prior to final plat approval. If the Developer provides other transportation improvements that make available additional capacity through the Interim Improvements project, the Developer may request a refund of the pro-rata share payment. The City of Gig Harbor's transportation concurrency model shall be utilized at the Developer's cost to document the additional capacity (number of trips) and the Developer may request a refund for the additional capacity provided up to the number of trips that was used to calculate the pro-rata share.

D. Within 90 days of final plat recording for Phase 2, Developer shall grant fee ownership of Tract H to the City. The City reserves the right to refuse

ownership of Tract H based on information that may become available during the environmental assessment of the property.

E. Within 90 days of final plat recording for Phase 3, Developer shall grant fee ownership of Tract E to the City. The City reserves the right to refuse ownership of Tract E based on information that may become available during the environmental assessment of the property.

### **Section 12. Existing Land Use Fees and Impact Fees.**

A. Land use fees adopted by the City by ordinance as of the Effective Date may be increased by the City from time to time, and applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.

B. Impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code. The Developer has requested in writing on September 23, 2008 a transportation impact fee credit in accordance with GHMC 19.12.083.B. If this request is pursued by the Developer, the credit will be determined in accordance with GHMC 19.12.083.

### **Section 13. Phasing of Development.**

A. The parties acknowledge that the most efficient and economic development of the Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project, as depicted in Exhibit B, shall be constructed by the developer according to the following schedule:

#### **B. Phasing.**

##### **1. Phase 1:**

a. Street Improvements. The Developer shall construct Road 1 from Burnham Drive to the intersection of Road 8 and dedicate this roadway to the City. The Developer shall dedicate all of Road 1 as shown on Exhibit B, including any portion remaining undeveloped as part of the phase 1 improvements, to the City. The Developer shall construct Road 4 and Road 5 and dedicate them to the City. The Developer shall design and

construct left turn lane improvements, as acceptable to the City, on Burnham Drive. The Developer shall complete the required wetland mitigation necessary for the construction of Road 1, per the Hearing Examiner Decision (Exhibit E).

b. Potable Water and Fire Flow Facilities. The Developer shall construct an extension of a water line from Burnham Drive to the proposed lots within Phase 1.

c. Sewer Facilities. The Developer shall construct an extension of the sewer line from Burnham Drive to proposed lots within Phase 1.

d. Utilities. The Developer shall construct the Phase 1 storm facility shown on the plans as Tract K, and all associated appurtenances per the preliminary plan set attached as Exhibit 2 to the Hearing Examiner Decision (the "Preliminary Plan Set"). The Developer shall extend other utilities as necessary to the proposed lots within the phase.

e. Parks and Open Space. The Developer shall construct physical improvements and the public trail linking the park to the Cushman Trail and the adjacent Little League Fields. The Developer shall construct physical improvements to Open Space Tracts G, I and J, as shown in the preliminary plan set attached as Exhibit 2 to the Hearing Examiner Decision (the "Preliminary Plan Set"). The Developer shall preserve by easement the open space over Lot 43.

## **2. Phase 2:**

a. Street Improvements. The Developer shall construct and dedicate to the City Roads 6, 7 and 8.

b. Potable Water and Fire Flow Facilities. The Developer shall construct an extension of the water line to the proposed lots within the phase.

c. Sewer Facilities. The Developer shall construct an extension of the sewer line to proposed lots within the phase.

d. Utilities. The Developer shall extend other utilities as necessary to the proposed lots within the phase.

e. Parks and Open Space. The Developer shall construct improvements, as shown in the Preliminary Plan Set, to Tracts C, D and H.

## **3. Phase 3:**



- a. Street Improvements. The Developer shall construct and dedicate to the City Road 9 and remainder of Roads 1 and 8.
- b. Potable Water and Fire Flow Facilities. The Developer shall construct an extension of the water line to the proposed lots within the phase.
- c. Sewer Facilities. The Developer shall construct an extension of the sewer line to proposed lots within the phase.
- d. Utilities. The Developer shall extend other utilities as necessary to the proposed lots within the phase.
- e. Parks and Open Space. The Developer shall construct improvements, as shown in the Preliminary Plan Set, to Open Space Tracts B, E, N, O and R.

**4. Phase 4:**

- a. Street Improvements. The Developer shall construct and dedicate to the City Roads 2 and 3.
- b. Potable Water and Fire Flow Facilities. The Developer shall construct an extension of the water line to the proposed lots within the phase.
- c. Sewer Facilities. The Developer shall construct an extension of the sewer line to proposed lots within the phase.
- d. Utilities. The Developer shall extend other utilities as necessary to the proposed lots within the phase. Developer shall construct the storm facility shown on the plans as Tract P, and all associated appurtenances per the preliminary plan set attached as Exhibit 2 to the Hearing Examiner Decision (the "Preliminary Plan Set").
- e. Parks and Open Space. The Developer shall construct improvements, as shown in the Preliminary Plan Set, to common open space Tract A.

C. "Road" means the cross section shown in the preliminary plat plans and attached to this Agreement as Exhibit D, and includes curb, gutter, sidewalk, landscaping, illumination, pavement section, road drainage facilities not included in paragraph D, below. Potable water and fire lines, sewer facilities and utilities within the Road shall be installed by the Developer at the Developer's cost prior to City acceptance of the road.

D. All improvements shall be constructed in accordance with the underlying approval for the McCormick Creek preliminary plat, the City of Gig Harbor Public Works Standards and engineering industry standards approved by

the City of Gig Harbor. Construction of the street, potable water, sewer and utility improvements shall not be considered complete until the improvements have been accepted by the City in writing. Phases referred to above are to be as shown on the phasing plan, attached as Exhibit B to this Agreement.

**Section 14. Dedication of Public Lands.** Except as otherwise provided herein, the Developer shall dedicate all public lands required in the permits/approvals within ninety (90) days of the Effective Date of this Agreement. Dedication shall be considered by the City in the following schedule:

A. **Parks.** With regard to parks within the Property, each park site (or portion of the community park site, which is to be dedicated in phases) shall be dedicated to the City as the maps for the phases of the subdivisions are approved and recorded, as shown in Exhibit B, attached hereto.

B. **Rights-of-Way.** Within fifteen (15) days of submission of an application for final plat to the City for any phase of the development, the Developer agrees to dedicate any or all road rights-of-way without expense to the City. The developer is required to acquire all property, easements or right-of-way necessary to construct the roads shown on the preliminary plat application before making application for any building permits to construct any improvements or begin any work within any phase. All building permits and other permits shall be reviewed for completeness, including the requirements of GHMC 19.02.002.

**Section 15. Default.**

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement 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 party alleging such default or breach shall give the other party 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, the party 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 other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the Gig Harbor Municipal Code, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Development Agreement and the Code.

**Section 16. Periodic Review.** The City shall, at least every five years, or after the recording of each phase, whichever is sooner, review the extent of good

faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

**Section 17. Termination.**

A. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

B. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement, and submits applications for development of the Property that are inconsistent with such permits and approvals.

C. This Agreement shall terminate upon the expiration of the term identified in Section 6 or when the Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence and the lot or parcel upon which such residence is located, when it has been approved by the City for occupancy.

**Section 18. Effect upon Termination on Developer Obligations.**

Termination of this Agreement as to the Developer of the Property 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 Property, 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 19. Effects upon Termination on City.** Upon any termination of this Agreement as to the Developer of the Property or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

**Section 20. 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 Property at least 30 days in advance of such action.

**Section 21. Covenants Running with the Land.** 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, their respective heirs, successors and assigns. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Property, 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 Property, 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 Property sold, assigned or transferred to it.

**Section 22. 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 affecting the Property during the term of this Agreement, 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 relating to the Property after termination of this Agreement.

**Section 23. Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the following addresses:

If to the Developer:

McCormick Creek LLC  
Attn: Tom Sturgeon  
PO Box 1800  
Orting, WA 98360

If to the City:

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

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.

**Section 24. Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff, legal and consultant costs not otherwise included within application fees. Such payment of all fees shall be made, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer. In the event Developer fails to pay the fees within the 30-day period, the City may declare the Developer in default and terminate this Agreement after 30 days written notice if the default is not timely cured.

**Section 25. 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 26. 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 27. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

**Section 28. 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 Adopting Resolution, such invalidity shall not affect the validity of the remainder of this Agreement.

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

OWNER/DEVELOPER:

CITY OF GIG HARBOR

By: [Signature]  
Its: member McCormick Creek LLC  
Date: 4-19-2010

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

I certify that I know or have satisfactory evidence that Thomas R. Sturgeon 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 member of McCormick Creek LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4/19/2010

**PATRICIA M MCGALLIAN**  
Notary Public  
State of Washington  
My Commission Expires  
January 22, 2013

Patricia M. McCallan  
Printed: Patricia M. McCallan  
NOTARY PUBLIC in and for Washington  
Residing at: Kitsap County  
My appointment expires: 1-22-2013

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

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

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

# LEGAL DESCRIPTION

PARCEL A (PIERCE COUNTY 0222312027):  
THE NORTH 80 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN LYING EASTERLY OF THE CITY OF TACOMA'S LAKE CUSHMAN ELECTRIC POWER LINE RIGHT OF WAY.

AND

THE NORTH 60 FEET OF THE NORTH 330 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

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

PARCEL B (PIERCE COUNTY 0222312028):  
THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, LYING EASTERLY OF THE CITY OF TACOMA'S LAKE CUSHMAN ELECTRIC POWER LINE RIGHT OF WAY.

EXCEPT THE NORTH 80 FEET THEREOF.

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

PARCEL C (PIERCE COUNTY 0222312023):  
THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, LYING EASTERLY OF THE CITY OF TACOMA'S LAKE CUSHMAN ELECTRIC POWER LINE RIGHT OF WAY.

AND

ALL THAT PORTION OF GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3, SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 01°10'40" WEST ALONG THE EAST LINE OF GOVERNMENT LOT 3, 496.36 FEET TO A POINT 833.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE NORTH 88°20'24" WEST 378.94 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF TACOMA-LAKE CUSHION TRANSMISSION LINE; THENCE NORTH 13°26'07" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 514.56 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 31; THENCE ALONG SAID EAST-WEST CENTERLINE SOUTH 88°17'17" EAST 508.77 FEET TO THE POINT OF BEGINNING.

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

PARCEL D (PIERCE COUNTY 0222312029):  
THE NORTH 330 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPT THE NORTH 60 FEET THEREOF.

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

PARCEL E (PIERCE COUNTY 0222313035):  
ALL THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, LYING EASTERLY OF THE EASTERLY LINE OF OLD STATE HIGHWAY NO. 14.

PARCEL "KOTELNICKI" (PIERCE COUNTY 0222313023):

PARCEL A: THE NORTH 300 FEET OF THE SOUTH 900 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON.  
PARCEL B: A NON-EXCLUSIVE EASEMENT FOR THE INGRESS AND EGRESS AS CREATED BY INSTRUMENT UNDER RECORDING NO. 2346365.

LOTS A AND B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200612075006 RECORDS OF PIERCE COUNTY WASHINGTON.

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

RECEIVED BY  
DEC 17 2009

Civil Engineers  
Structural Engineers  
Landscape Architects  
Community Planners  
Land Surveyors  
Neighbors



T A C O M A S E A T T L E  
2215 North 30th Street, Suite 300, Tacoma, WA 98403 253.383.2422 TEL  
316 Occidental Avenue South, Suite 320, Seattle, WA 98104 206.267.2425 TEL

MCCORMICK CREEK

LEGAL DESCRIPTION

CITY OF GIG HARBOR

EXHIBIT  
EX. A

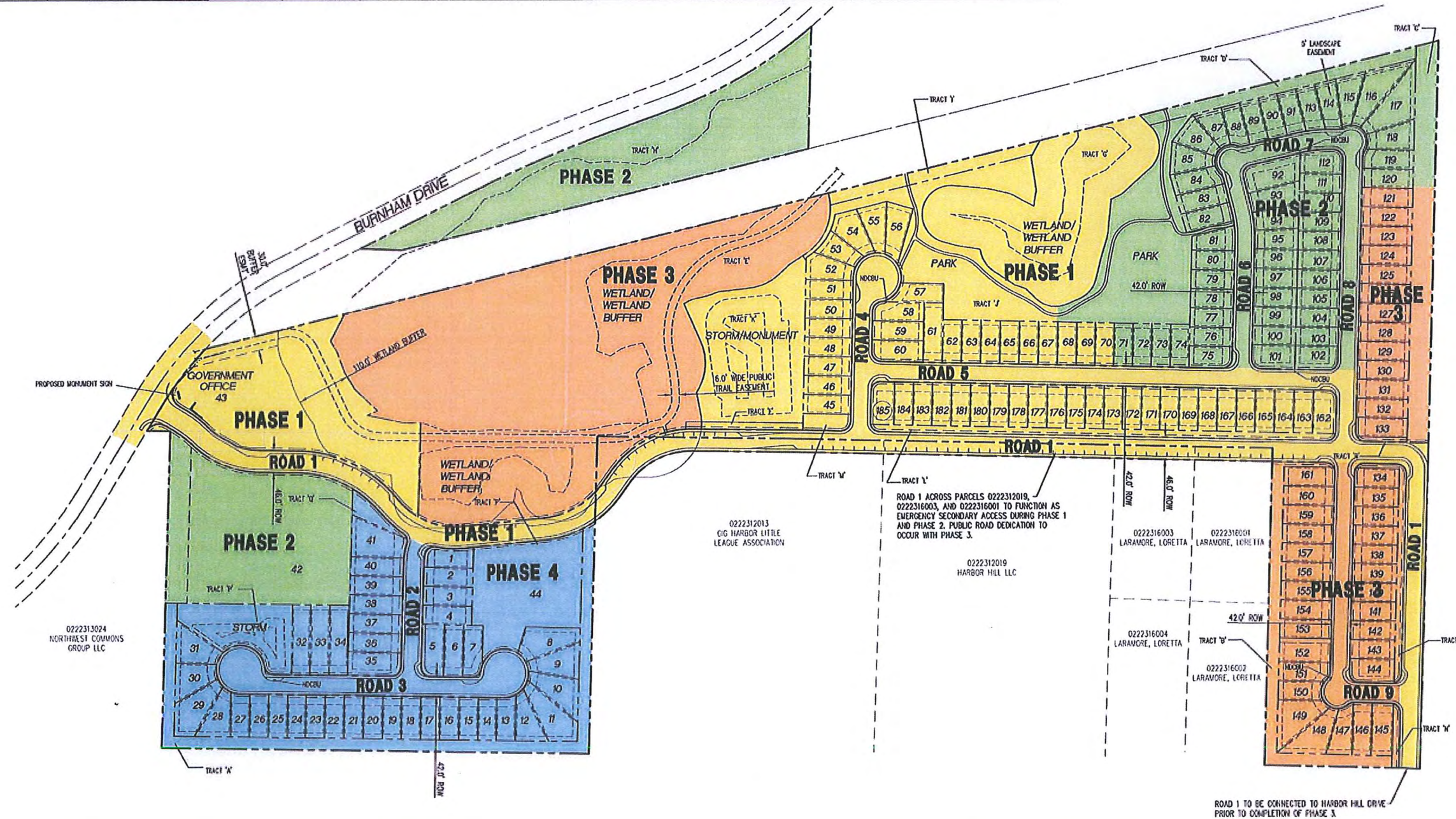


# McCORMICK CREEK PRELIMINARY PLAT/PRD

## A PORTION OF THE W. 1/2 OF SECT. 31, TWP. 22 N., RGE. 2 E., W.M. CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

McCORMICK CREEK DENSITY BY PHASE

	GROSS AREA (sq. ft.)	ROADS (sq. ft.)	WETLANDS (sq. ft.)	NET DEVELOPABLE AREA (sq. ft.)	PROPOSED LOTS	DENSITY (du/acre)	CUMULATIVE DENSITY (du/acre)	INFRASTRUCTURE	AMENITIES
Phase 1	750,535	176,611	25,443	548,481	51	4.05	4.05	Road 1, 4, and 5 Constructed; Storm Facility Constructed	<p>The construction of the Cushman Trail segment located on the project site is performed in Phase 1.</p> <p>Common open space within the entire project is preserved during the platting of Phase 1. Additionally, the physical improvements to Open Space Tracts G, I, J, N, O, and R will be made consistent with the PDD.</p> <p>Benches for viewing that allow public enjoyment of scenic vistas are provided for along Road 1 and along the trails in the Park (Tract J).</p>
Phase 2	572,467	51,515	70,777	450,175	49	4.74	4.36	Road 6, 7, and 8 Constructed	Improvements to Open Space Tracts C, D, and H are performed during Phase 2.
Phase 3	619,595	56,903	143,929	418,763	41	4.26	4.33	Road 9 and Remainder of Road 8	Improvements to Open Space Tracts B and E are performed during Phase 3.
Phase 4	348,150	48,997	-	299,153	41	5.97	4.62	Road 2 and 3 Constructed; Storm Facility Constructed	Improvements to common Open Space Tract A are performed during Phase 4.
<b>Total</b>	<b>2,290,747</b>	<b>334,026</b>	<b>240,149</b>	<b>1,716,572</b>	<b>182</b>	<b>4.82</b>	<b>4.62</b>		



Project Title:  
**McCORMICK CREEK  
PRELIMINARY PLAT/PRD**

Client:  
**McCORMICK CREEK LLC**

PO BOX 1800  
ORTING, WA 98360  
TOM STURGEON  
(253) 381-0101

Job No.  
205175-10

Issue Set & Date:  
**PRELIMINARY PLAT/PRD**

MAR 24, 2010



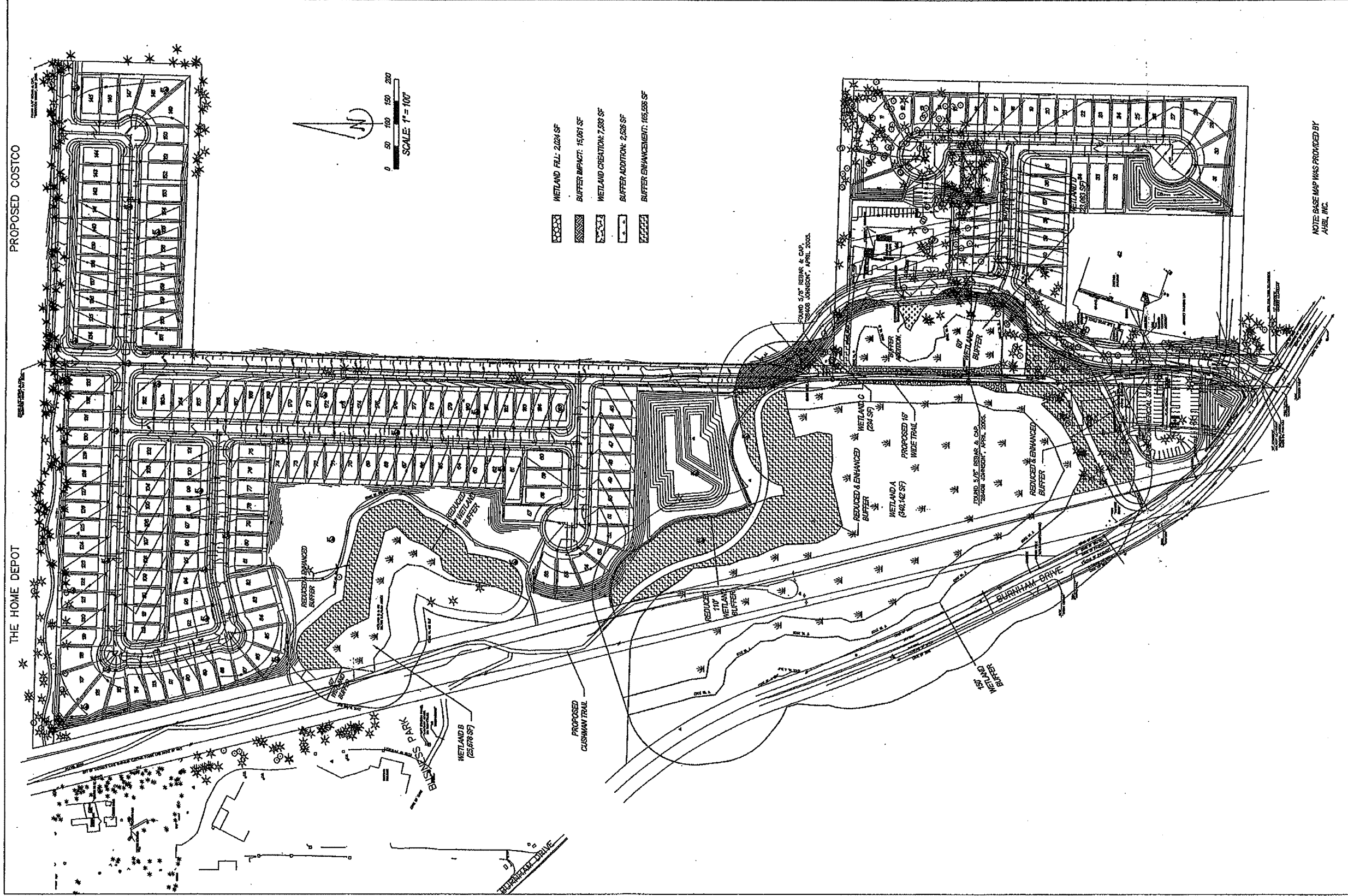
REUSE OF DOCUMENTS  
THE REUSE OF DOCUMENTS IS PROHIBITED UNLESS THE ORIGINAL DESIGNER HAS BEEN ADVISED AND HAS GIVEN WRITTEN PERMISSION TO DO SO. THE USER OF THIS DOCUMENT IS RESPONSIBLE FOR OBTAINING NECESSARY PERMISSIONS FROM THE ORIGINAL DESIGNER. THE USER OF THIS DOCUMENT IS RESPONSIBLE FOR OBTAINING NECESSARY PERMISSIONS FROM THE ORIGINAL DESIGNER.

- △
  - △
  - △
  - △
  - △
- Revisions:

Sheet Title:  
**OVERALL PHASING  
PLAN**


Designed by: GH    Drawn by: GH    Checked by: MW

Sheet No.  
**EXHIBIT B**  
1 of 1 Sheets



**REVISIONS**

△	REVISED	MAR. 13, 2006
△	REVISED	JAN. 24, 2007
△	REVISED	MAY 18, 2007
△	REVISED	JULY 22, 2008

 Sewall Wetland Consulting, Inc.  
 1103 West Meeker Street, Kent, Wv 26102 253-858-0515 Fax 253-852-4732

**MCCORMICK CREEK  
 CONCEPT MITIGATION PLAN  
 EXHIBIT C**

JOB No. A6202  
 Drawn by: ES  
 Checked by: CNL  
 Date: AUG. 20, 2007



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



In the Matter of the Application of

**McCormick Creek LLC**

**PPLAT 09-0003 & PRD 09-0002**

for Preliminary Plat and PRD Approval

**Background**

AHBL Inc., on behalf of the owner, McCormick Creek LLC, applied for approval of a preliminary plat and a planned residential development proposed for property at 50<sup>th</sup> Avenue NW north of Burnham Drive.

An open record public hearing was held on April 1, 2010. Cliff Johnson, Associate Planner represented the Community Development Department. Matt Weber represented the applicant. The testimony at hearing and the exhibits listed at the end of this decision constitute the record.

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

Based upon consideration of all the information in the record, the following shall constitute the findings, conclusions and decision of the Hearing Examiner in this matter.

**Findings of Fact**

1. McCormick Creek LLC, by Matt Weber, AHBL, Inc., applied for approval of a preliminary plat and planned residential development (PRD) to subdivide property located north of Burnham Drive off 50<sup>th</sup> Avenue NW into 182 residential lots, three non-residential lots, one for office use, one for storage, and one for the existing church, and eighteen wetland, stormwater and open space tracts. Approval was granted in December 2008 for a preliminary plat and PRD on this property, but Applicant seeks new approval due to proposed changes to the roadway and access.

2. The subject site is designated as Mixed Use on the Comprehensive Plan Land Use Map and is zoned Single-Family Residential, R-1, with permitted density of four dwelling units per acre. The Mixed Use designation is intended for commercial, employment, office and multifamily development along principal collector routes. The residential and office uses are included in the list of intended uses to provide economic diversity and housing opportunities near transit routes and business activities.

3. Surrounding property is zoned R-1 and PCD-BP with vacant land and a gun club/shooting range to the east, R-1 and Employment Districts with vacant land and warehouse development to the west, R-1 and R-2 on the south with vacant residential

land, and Planned Community Development Commercial developed with large retail uses to the north.

4. The subject site consists of eight Assessor's Parcels and is developed with two single-family residences and a church.

5. The site contains 52.16 acres. It slopes from the north down toward the south with a change in elevation of approximately 90 ft. over the entire site. There are five wetlands on the site. Some of the site is heavily forested, some areas are covered with scrub vegetation, and some large areas have been logged and cleared.

6. The subject site is accessed from Burnham Drive on the west. Roads within the plat are proposed to be public. The proposed plat includes an easement to be granted the city for a portion of the Cushman Trail.

7. The applicant proposes to develop the subdivision in four phases. A development agreement would be required and has been proposed by the applicant. Generally, the first phase would be the development of 51 lots and partial construction of one road and construction of two other roads, a storm water facility and left turn lane improvements on Burnham Drive. The second phase would be the construction of 49 lots and the construction of three roads. Phase 3 would be the development of 41 lots and the construction of one road and the remainder of two roads partially constructed in earlier phases, and Phase 4 would be development of 41 residential lots, the one intended for office development, and construction of a storm facility and of additional roads. Improvement to open space tracts would occur in each phase. As proposed, each phase would independently meet the development standards and public works requirements. Applicant indicated that minor changes to some of the phases may be proposed prior to the entering into the development agreement but that each phase would still meet all requirements.

8. The residential lots would range in size from 3,439 square feet to 8,324 square feet with an average size of approximately 4,811 square feet.

9. The density required in an R-1 zone is four dwelling units per acre, but a bonus of up to 30 percent may be permitted as part of a PRD. The proposed density in the net buildable area of 38.05 acres would be 4.78 dwelling units per acre, 20 percent above the standard density.

10. The required setbacks for single-family development are 20 feet for the front setback of the house, 12 feet for the porch and 26 feet for a garage, 8 feet for side yards and 30 feet in the rear. Section 17.99.290(A). Applicant is proposing typical setbacks of 20 feet in the front, three feet on the sides and 10 feet in the rear. This deviation from the standard could be allowed through PRD approval.

11. For the three non-residential lots, the applicant is proposing setbacks of 10 feet on lot 43, proposed for a government office, 45 feet on lot 44 proposed for accessory residential storage, and the existing church on lot 42 would be within 25 feet of the nearest property line. These lots are all adjacent to the proposed main access road and no development would be within 60 feet of the perimeters of the PRD. The Code does not establish required setbacks in the R-1 zone for non-residential development.

12. Lot width for residential lots in the zone is required to be at least 0.7 percent of the lot area. Lots 9-12, 28, 29, 115-117, 148 and 149 do not comply but narrower lots may be allowed through PRD approval. Though narrower at the street front because at curves in the road, each appears to have greater area than the width-conforming lots and should be approved.

13. The maximum height permitted in the R-1 zone is 35 ft. Height compliance would be determined at the time of building permit review.

14. Impervious lot coverage in the zone is limited to 40 percent. The applicant indicates that some individual lots may exceed this limit but that total coverage for the development would conform. This deviation could be approved as part of a PRD.

15. The applicant proposes nine public roads through the plat. Section 17.89.090 requires that all roads be consistent with the City's public works construction policies and standards for public roads. The Engineering Division has reviewed the proposal and recommended approval subject to conditions. The Division approved a public works variance to allow Road 1 to be 46 ft. wide, as opposed to the required width of 47 feet for a Neighborhood Collector without Driveway Access Street. Exhibit 9. A network of sidewalks is proposed along the public roads and the sidewalks are acceptable to the City's Engineering Division. The roads meet or can be conditioned to meet the City's public works standards.

16. Section 19.02.002B requires that the applicant verify that the property affected by the application is owned by the applicant exclusively or that the application is made with the consent of all owners. Portions of Road 1 are not on land owned by the applicant. Documentation represented to verify applicant's right to utilize some of the unowned property was provided. Exhibits 16 and 17. Because the applicant still cannot verify that it has authority to develop some of the road, Applicant has submitted a second road design for approval that shifts a portion of the road 20 feet to the west, onto property entirely owned or controlled by the applicant. Exhibit 19. City staff confirmed that both the original configuration and the alternate configuration would comply with requirements. Applicant proposes that the plat be approved with a condition requiring that the road be located on land for which ownership has been demonstrated.

17. Section 17.78.050 requires retention of all significant vegetation within required perimeter landscaping areas. Section 17.78.060B requires a 25 ft. landscaped buffer with a dense vegetative screen around residential subdivisions. All significant vegetation in the buffer area must be retained and be protected by a 10 ft. no construction zone.

18. The proposal includes areas that would have less than the required perimeter buffer and areas where significant vegetation would be removed, specifically along the east side of proposed road 1, the south side of proposed road 1 where it is located on the perimeter of the plat, along the south side of lot 31, and along the north side of lots 124 and 130. Therefore, the applicant has requested approval of an alternative landscape plan pursuant to Section 17.78.100.

19. An alternative landscape plan may be approved if it complies with the intent of the landscaping chapter of the code and meets one of four criteria. The applicant asks

that the proposed plan be reviewed under criterion A, "The proposed landscaping represents a superior result than that which would be achieved by strictly following requirements of this chapter...."

20. A total of four significant trees would be removed in the perimeter, along lots 31, 124, and 130, to allow for grading of these lots. The four trees represent a very small percentage of the total significant trees in the buffer. The buffer would have to be supplemented to meet the screening requirement. Staff recommends a total of 12 evergreen trees with a height of 12 feet be required, four behind each of the lots, to achieve a superior result. Trees inadvertently destroyed must be replaced at a 3:1 ratio and be 6 ft. in height, so the alternative with the recommended number of trees and with the greater height would be superior.

21. Alternative landscape plan approval would also be required for the eastern boundary of much of the plat where applicant proposes to locate the main road. To comply with the standard, the road would have to be set in 25 ft. to provide the landscaped buffer. Applicant proposes to provide a 15 foot landscaped buffer along the west side of the road in this area and along the south side of the road in the northern portion of the plat, identified on the plat map as Tracts L, O, and N. The reduced buffer would be planted with evergreen trees 20 feet on center, deciduous trees 40 feet on center and evergreen and deciduous shrubs, groundcover and ornamental grasses. A bench for eating every 100 feet would be provided for the public and a six-foot high fence along the western edge.

22. The intent of the landscaping requirements is to "...provide physical and visual buffers between differing land uses, lessen environmental and improve aesthetic impacts of development and to enhance the overall appearance of the City." Section 17.78.010. In this case the single-family residences would be across the roadway from property that is largely undeveloped at this time. There would be a 61 ft. separation, 46 feet of roadway and the 15-foot screened buffer, much greater than the 25 feet standard. With the screened buffer, the greater separation, and the bench amenities proposed, the aesthetic impacts of the proposed development would be improved and the overall appearance of the city enhanced, meeting the intent of the chapter and provide a superior result. Staff recommends requiring the trees in the three tracts be a minimum of six feet in height at planting.

23. Section 17.89.010 describes the intent of the PRD. The PRD allows opportunity for more creative and imaginative projects, to preserve unique or sensitive physical features, to provide more open space and recreational amenities, and to promote more economical and efficient use of land and a unified design concept. PRD projects are allowed on parcels greater than two acres in size. Section 17.89.020.

24. Standards that may be modified through a PRD are described in Section 17.89.060A and include lot area and width, setbacks, impervious surface on individual parcels, and building height. The proposal requests modification of impervious surface on individual lots, lot width and lot setbacks. Subsection B to that section describes standards that may not be modified. None of these standards is proposed for modification.

25. Section 17.89.110 requires that all PRDs provide at least 30 percent of the area of the PRD as common open space and that the open space be a recreational, park or environmental amenity available to the occupants collectively. Half of the required open space must be usable for active or passive recreation. Under this standard, 15.6 acres of open space is required for the proposed PRD. The plans show a total of 20.36 acres, including wetland and wetland buffer areas plus park and trail areas. The total area of park and trail, and the areas adjacent to them, is greater than the 7.8 acres that would be required.

26. Uses allowed include all uses allowed outright or conditionally in the underlying zone, here R-1. The R-1 zone allows residential uses outright and churches by conditional use. The existing church does not have a conditional use permit but is "grandfathered." The proposed use of lot 43, government administrative office, is a conditionally permitted use in the R-1 district. The storage use proposed as an option for Lot 44 is not allowed if it is available to the general public for storage of personal property, Section 17.04.555, but if its use were limited entirely to the residents of the development, it would be allowed as a use that is accessory to the principal residential use of the subdivision. The commercial day care center, also proposed as an option for Lot 44, is not a permitted use in the zone. Section 17.14.020.

27. Density in a PRD may be increased up to 30 percent over that allowed in the underlying zone if it would be consistent with the comprehensive plan designation for the property. Section 17.89.100. The Mixed Use comprehensive plan designation does not specify a minimum or maximum density. The applicant is requesting a 20 percent density bonus.

28. A density bonus of 10 percent for each, up to a total of 30 percent, may be allowed for meeting criteria set out in Section 17.89.100B. The applicant seeks 20 percent for satisfying the open space criterion and the preservation of scenic vistas criterion. Ten percent would be available if the plat provides open space exceeding by at least 30 percent the minimum required by the code. The applicant is proposing more than an additional 30 percent open space so qualifies for the additional 10 percent available. Another 10 percent density bonus is available if a scenic vista corridor within and off-site accessible to the general public is preserved. The public trail that the applicant proposes to dedicate to connect to the Cushman Trail would provide scenic views of the headwaters of McCormick Creek as well as other forested wetlands. There also would be views of these wetlands from the proposed main roadway and the benches placed along the roadway would allow the public to stop and enjoy the views. This would qualify for the second ten percent bonus.

29. Section 17.89.110 requires that the common open space and landscaping be permanently maintained by and conveyed to either an owners association or a public agency. Staff recommends that a condition of approval be imposed to assure satisfaction of this requirement.

30. The requested variation to impervious surface standards to allow individual parcels to exceed the 40 percent allowed, provided the total for the PRD does not exceed 40 percent, is appropriate in this case because of the clustering of residential lots required to conserve the significant amount of open space.



31. The Revised Critical Areas and Habitat Report, Exhibit 5, shows that five wetlands and one small stream are located on the site. Wetland A on the drawings is a category II wetland with a 150 ft. buffer and is identified as the headwaters of McCormick Creek. Three of the wetlands are category III with 80-foot buffers. The fifth wetland is a category IV wetland with a 50-foot buffer. The stream is identified as a type 4 stream which requires a 25-foot buffer.

32. The applicant proposes reduced buffers for portions of wetlands A, B and D and is proposing to locate the road through a portion of the buffers of C, D and E. The road would alter portions of those wetlands buffers and require the filling of 2,024 square feet of wetland E. Section 18.08.110 allows reduction of the buffers if the proposal provides an overall improvement in water quality protection, will not adversely affect fish or wildlife species and provide overall enhancement to their habitat, will provide a net improvement in drainage and/or storm water detention capability, will stabilize all exposed area with native vegetation, will not lead to unstable earth conditions or create erosion hazard, and will not be materially detrimental to other property or the whole city.

33. The Revised Critical Areas and Habitat Report, reviewed by Grette and Associates, the City's consulting biologists, shows that the project will be consistent with all the criteria. Grette and Associates found the proposal to be consistent with the code requirements. There will be significant buffer enhancement and creation of wetland to mitigate for the impacts of reduced buffers and buffer and wetland disturbance. The applicant would create 4,048 square feet of wetland as mitigation for alteration of wetland E, and 4,831 square feet to mitigate the impacts of the alteration of C, D and E, in addition to the enhancement of approximately 178,735 square feet of existing wetland buffer.

34. The transportation impact analysis prepared in 2007 showed that the single family dwelling units would generate approximately 183 pm peak hour trips. The analysis projected that the office use would generate 75 pm peak hour trips. The City granted a transportation concurrency reservation certificate for 258 PM peak hour trips contingent on the traffic mitigation identified in the MDNS, payment of traffic impact fees, a demonstration that the applicant has ownership or interest in the property for Road ABC, and identification of the use of the commercial building to determine trips based on the actual use. Exhibit 21. The traffic mitigation includes a new public collector road between Burnham Drive through the proposed development to the eastern boundary of the plat (Road ABC), a left turn pocket on Burnham Drive at 50<sup>th</sup> Avenue, and underground signal appurtenances for a future signal at the 50<sup>th</sup> Avenue/Burnham Drive intersection.

35. The project proposes to connect to the City's water and sewer systems. A Concurrency Reservation Certificate for water for 202 ERUs has been issued indicating that adequate domestic and irrigation water supplies are available. The current sewer system has capacity for the plat and 200.75 ERUs have been reserved.

36. The Stormwater Design Manual requires both quantity and quality control of storm water run-off for the proposed development. The system proposed includes on-site treatment and detention in three wet ponds with two releasing to a wetland and the third to the City's existing stormwater system next to Burnham Drive. The City Senior

Engineer reviewed the proposal and recommended preliminary approval of the project subject to a series of conditions to assure compliance of the stormwater facility design with the City's Public Works Standards and Stormwater Design Manual.

37. Pierce Transit did not comment or request additional transit facilities in response to the City's request for comments, so no new transit shelters or stops are required.
38. The Fire Marshall/Building Official reviewed the proposal and provided comments. Conditions of approval as to fire lane markings and fire flow requirements were recommended.
39. The Peninsula School District did not make any requests. Section 19.12.050(B)(11) requires school impact fees be imposed on residential development prior to issuance of a building permit.
40. Notice of Administrative Decision for design review was issued for the proposed preliminary plat and PRD on August 22, 2008. The decision approved the Design Review application subject to two conditions finding that the requirements of the Design Manual would be met by the proposed design with the conditions. The conditions required that vegetation to be retained be protected during construction and that an irrigation system be provided for landscaped areas. The City has determined that this Design Review approval applies to the current proposal.
41. Applicants must show that a PRD application satisfies the code requirements, except for those proposed to be varied by the PRD, and must show the following:
  1. Landscaping and site plans showing the location of the proposed open space or parks, road layout and proposed buffering of buildings, parking, integrated pedestrian circulation, loading and storage areas, all approved under the design review process;
  2. Identification of unique characteristics of the subject property proposed to be retained and how those characteristics qualify for density and/or height bonus under GHMC 17.89.100;
  3. Identification of unique characteristics of the proposed use(s) and how those characteristics qualify for density and/or height bonus
  4. The proposed relationship and arrangement of buildings and open spaces as they relate to various uses within or adjacent to the PRD approved under the design review process;
  5. Measures proposed to mitigate visual impact of the PRD upon the surrounding area and approved under the design review process;
  6. Identification of any extraordinary public improvements proposed for acceptance of ownership by the city in connection with the planned development and that qualify for the density and/or height bonus under GHMC 17.89.100;

7. Identification of any unique natural features of the property proposed for acceptance of ownership by the city for preservation, and that qualify for the density and/or height bonus under GHMC 17.89.100'

8. Identification of any unique historic or cultural features of the property and surrounding neighborhood proposed for acceptance of ownership by the city for preservation and that qualify for density and/or height bonus; and

9. Identification of any proposed recreational opportunities in excess of those normally required of a subdivision and a description of how they qualify for density and/or height bonus.

42. The plans show substantial open space throughout the plat and a perimeter landscaping buffer. Parking for two cars will be met on each lot, as will parking to meet requirements for the commercial lots. Pedestrian circulation is provided through sidewalks on the access road and by trails through the open space. Garages can provide for loading and storage and will be determined in later review for the commercial lots. The proposed plat and PRD met the requirements for design review as shown by the administrative approval.

43. The unique characteristics shown for preservation by the application are the McCormick Creek headwaters and the forested wetland, incorporated into the PRD through trail and park areas. These features were shown to meet the requirement for density bonus.

44. No bonus was requested by reason of unique characteristics of the proposed uses.

45. The arrangement of building lots and open spaces were approved under the design review process. With open space/wetland/park tracts and a perimeter buffer with significant vegetation the Design Manual requirements were met.

46. The alternative landscape plan provides for mitigation of any visual impact from the proposed development on surrounding area. The preliminary plat was found to meet the applicable Design Manual requirements.

47. The public improvements proposed for acceptance by the city are the easement for the extension of the Cushman Trail and public roads.

48. The natural features that support the request for bonus are not proposed for ownership by the city.

49. No historic or cultural features are known so none are proposed for ownership by the city.

50. The proposed trail and park areas exceed the recreational opportunities required for a residential subdivision and support the request for density bonus.

51. Eleven additional criteria must be satisfied for PRD approval:

1. The director of public works and the decisionmaker finds that the site access, proposed onsite circulation and off-street parking meet

all public works standards and makes adequate provision for roads, streets, alleys and other public ways. Streets and sidewalks, existing and proposed, must be suitable and adequate to carry anticipated traffic within the proposed PRD and in the vicinity of the PRD;

2. The director of public works and the decisionmaker finds that the PRD makes adequate provision for all public utilities, including, but not limited to, water, sewer and stormwater drainage. Water, sewer and stormwater facilities, existing and proposed, must be suitable and adequate to provide service within the proposed PRD and in the vicinity of the PRD;
3. The PRD is consistent with the comprehensive plan;
4. The PRD accomplishes, by the use of permitted flexibility and variation in design, a development that is better than that resulting from traditional development, and benefiting the general public as well as the residents of the PRD. Net benefit to the city may be demonstrated by one or more of the following:
  - a. Placement, type or reduced bulk of structures, or
  - b. Interconnected usable open space, or
  - c. Recreational facilities, or
  - d. Other public facilities, or
  - e. Conservation of natural features, or
  - f. Aesthetic features and harmonious design, or
  - g. Energy efficient site design or building features;
5. The PRD results in no greater burden on present and projected public utilities and services than would result from traditional development;
6. The fire marshal and the decisionmaker find that adequate provision has been made for fire protection;
7. The perimeter of the PRD is compatible with the existing land use or property that abuts or is directly across the street from the subject property. Compatibility includes but is not limited to size, scale, mass and architectural design;
8. One or more major circulation point(s) functionally connected to a public right-of-way as required by the director of public works, or the fire marshal, or any other appropriate decisionmaker;

9. Open space within the PRD is an integrated part of the project rather than an isolated element of the PRD and is accessible to the general public;
10. The design is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity;
11. Each phase of the proposed PRD, as it is planned to be completed, contains the required parking spaces, open space, roads, recreation space, utilities and utility area and landscaping necessary for creating and sustaining a desirable and stable environment.

52. As to the first, the access, circulation and off-street parking would be suitable and adequate if the MDNS conditions and the conditions recommended by Public Works are met.

53. The water, sewer, and stormwater facilities would be suitable and adequate to provide service if the conditions recommended by Public Works are met.

54. As described above, the Mixed Use designation on the Comprehensive Land Use map for such areas does not list single family residential as an intended use, however, it does indicate intent to provide housing opportunities near transit routes and businesses. The location of the PRD is close to both and would bring housing in proximity to transit and retail uses. A goal of the comprehensive plan Land Use Element is to limit development within open space areas while increasing housing opportunities, and the PRD would accomplish that.

55. This proposed development responds to the requirements of subsection 4 b, providing interconnected usable open space, and 4e, conserving natural features. The natural open space through the wetland and buffer areas and perimeter landscaping interconnects along with the trails linking the open spaces to the park area plus the provision of the public trail link to connect the segments of the Cushman Trail all provide benefit to the city. Wetlands and their buffers and the headwaters of the creek are natural features to be preserved by clustering the residential lots, again providing benefit to the city.

56. With the conditions recommended by staff and imposed pursuant to the MDNS, the PRD would not result in greater burden on public utilities and services than a regular subdivision, satisfying subsection 5.

57. The proposal, with conditions recommended by the Fire Marshall will make adequate provisions for fire protection satisfying subsection 6.

58. As to subsection 7, that the perimeter of the PRD would be compatible with adjacent uses and properties, compatibility is assured by the buffers along the perimeter and the extra separation due to the location of wetland and open space tracts between the

development and much of the adjacent property. There is considerable separation between the proposed development and the large retail facilities on the north and an outdoor shooting range to the east.

59. The proposal provides for public roads that would connect to Burnham Drive.

60. The open space in the plat is well integrated into the proposed development as a trail would connect to the perimeter and interior sidewalks and the wetlands and by or into the wetland and other tracts. Many of the lots and streets, and the trail and park areas provide views of the wetlands.

61. As the site is in a relatively undeveloped area except for the retail to the north and the existing church, the residential character has not been established. The Design Manual provides the intended character so its application at the time of building permit review will assure that character is as intended.

62. Development is planned to be phased. According to the phasing plan submitted by the applicant, appropriate infrastructure will be installed for each phase and each phase will comply with the open space, recreation space, utilities, roads, parking and landscaping and density requirements applicable to that phase.

63. Section 16.05.003 sets forth the following criteria for consideration of a preliminary plat by the Hearing Examiner:

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

64. The proposed single-family residence use is consistent with the R-1 zoning, which is required by the Growth Management Act to be consistent with the comprehensive plan so, though not specifically listed as an intended use in the comprehensive plan designation, the adopted zoning allowing the single-family residential use must be consistent with the Comprehensive Plan's intent to provide housing opportunities near transit routes and businesses. Storage for the uses within the plat would be a permitted accessory use. The government office use is a conditional use in the R-1 zone, and the church use is "grandfathered". With the alternative landscape plan and PRD approval, the proposed development and uses would meet zoning standards and all other land use regulations. The roads are to be dedicated and conditions are proposed to respond to the other requirements listed such as drainage, water, sanitary wastes, schools.

65. The provision of housing opportunities while preserving wetlands and open space near transportation corridors and retail opportunities will serve the public interest.

66. The City issued a Mitigated Determination of Nonsignificance (MDNS) for the proposal September 10, 2008. The conditions of the MDNS required an archaeological survey, a permanent buffer fence with signage along all wetland buffers adjacent to the proposed park and trail and along the edge of the created wetland areas, a wetland mitigation plan, evidence of ownership of property for the public roads, and phased installation of a new road to provide access from Burnham Drive, left turn pocket, underground signal appurtenances for a future signal, and a new road for the connection between Burnham Drive and Harbor Hill Drive. Due to the revised proposal, a Revised Mitigated Determination of Nonsignificance was issued on February 24, 2010. The Revised MDNS eliminated the requirement for the connection to Harbor Hill Drive. The Revised MDNS was not appealed.

67. Notice of the action and public hearing was published and posted on March 17, 2010, and mailed to property owners within 300 feet on March 1, 2010.

### **Conclusions**

1. Section 16.05.002 authorizes the Hearing Examiner to make a final decision on a preliminary plat application. Section 19.01.004 provides authority for a final decision on a PRD and substantial development permit.
2. Notice and hearing requirements were met.
3. The findings show that the proposed preliminary plat and PRD for residential and governmental administrative office use with appropriate accessory uses, is in conformity with the R-1 district and is consistent with the Comprehensive Plan's intended use as required by Section 16.08.001A.
4. The findings show that all of the required criteria for PRD have been satisfied and the additional density and the modifications of lot widths, lot setbacks, and impervious surface coverage for the individual lots are appropriate. The PRD should be approved for the benefits it provides the public and future residents.
5. The findings also show that the proposed subdivision is consistent with applicable zoning ordinances, the Comprehensive Plan and all other land use controls, makes provision for open space, storm water drainage, a new public street, potable water, sanitary sewer, parks and recreation, schools, and sidewalks, and that traffic impacts will be mitigated. Some conditions of approval should be imposed to assure that these provisions are adequate.
6. Provided the owners of all properties subject to the proposed subdivision and PRD consent to the division and development of their land as proposed and approved, because the proposed subdivision, PRD and dedication of public streets will forward the intent of the Comprehensive Plan and be consistent with the public health, safety and welfare, the proposal will serve the public interest and should be approved.
7. The application, including the alternative landscape plan, reduced wetland buffers, and governmental administrative offices, should be conditionally granted.

**Decision**

The Preliminary Plat and PRD are approved subject to the conditions that follow:

1. All perimeter landscaping buffers shall be vegetated to meet GHMC 17.78.060 standards, as amended through the alternative landscape plan approved by the Hearing Examiner. In addition to any trees necessary to create a dense vegetative screen, a total of 12 evergreen trees with a height of 12 feet shall be planted in the perimeter area behind lots 31, 124 and 130 (four trees behind each lot, for a total of 12). All evergreen and deciduous trees proposed to be planted within Tract L, Tract O and Tract N shall be a minimum of 6 feet in height. This requirement shall be met prior to approval of the final plat.
2. Development shall comply with all mitigation measures found in the MDNS (SEPA-09-0022), as amended by the Revised MDNS (SEPA 09-0037) issued for the project (or as further amended through any subsequent environmental review process).
3. The applicant shall submit a detailed wetland mitigation plan, as described in GHMC 18.08.150(A)(2) to the City of Gig Harbor and receive approval prior to the issuance of building permits or other development permits. No development of the site shall occur prior to approval of the mitigation plan.
4. Prior to the City's final approval of the engineering plans for the construction of any portion of the public roads within the project the applicant shall provide to the City evidence of the applicant's ownership of the necessary property and property interests which will afford the applicant the ability to dedicate to the public such portions of proposed public roadways.
5. The applicant has requested in writing on September 23, 2008 a transportation impact fee credit in accordance with GHMC 19.12.083.B. If the applicant pursues this request, the credit will be determined in accordance with GHMC 19.12.083.
6. The applicant has proposed to meet the Public Works Standards requirement for the sidewalk portion of the frontage improvements by facilitating pedestrian amenities in a similar, more cooperative manner with the incorporation of a portion of the Cushman Trail in the proposed development. The City has agreed to this proposal with the following condition: Developer acknowledges and agrees that it shall grant a public trail easement adequate for the City's construction of the Cushman Trail. If the timing of the granting of the easement is not addressed in a development agreement, the easement shall be granted to the City of Gig



Harbor and recorded with Pierce County at the time of final plat recording. Developer shall pay a pro-rata share of the costs of public improvements in the amount of \$37,665.00 (Thirty-Seven Thousand Six Hundred Sixty Five Dollars). If the timing of the payment of the pro-rata share is not addressed in a development agreement, said funds shall be paid prior to final plat approval. The pro-rata share was calculated based on Developers credit for relieving the requirement for a 5 foot wide concrete sidewalk along the west side of Road 1 from Burnham Drive to Tract F, and the removal of trail requirements from Tract C and Tract E. The funds are based on a value of \$20 per lineal foot of sidewalk (1,325 LF) and \$5 per lineal foot of trail (2233 LF).

7. The applicant shall pay a pro-rata share of the City's Interim Improvements project at the Borgen-SR16 Interchange. The pro-rata share shall be calculated based on the best information available when the pro-rata share is paid. The pro-rata share shall be paid prior to final plat approval. If the applicant provides other transportation improvements that make available additional capacity through the Interim Improvements project, the applicant may request a refund of the pro-rata share payment. The City of Gig Harbor's transportation concurrency model shall be utilized at the applicant's cost to document the additional capacity (number of trips) and the applicant may request a refund for the additional capacity provided up to the number of trips that was used to calculate the pro-rata share.
8. The applicant shall provide to the City both a final record drawing and a final record survey of the proposed development, each in both Mylar format and digital format. These drawings shall be provided after the City accepts the construction improvements shown on the civil plans but prior to any certificate of occupancy for any buildings or structures located on the site plan. The digital format of the drawings shall be in AutoCAD version 2008 or older and include all improvements in the right of way and all stormwater, water, and sewer utilities. The horizontal datum shall be NAD 1983 HARN State Plane South FIPS 4602 feet, or as otherwise approved by the City. The vertical datum shall be NGVD 29, or as otherwise approved by the City.
9. Proposed water and sewer utility designs, stormwater facility designs, and roadway designs shall conform to the City's Public Works Standards and Stormwater Design Manual. These Standards also address specific City design requirements such as restoration of the City right of way and traffic control.
10. Erosion shall be controlled throughout the construction of the project per the City's Public Works Standards and Stormwater Design Manual.

11. City forces may remove any traffic control device constructed within the City right of way not approved by this division. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.
12. A road encroachment permit shall be acquired from the City prior to any construction within City right of way, including utility work, improvements to the curb, gutter, and sidewalk, roadway shoulders and ditches, and installation of culverts. All work within the City right of way shall conform to the City's Public Works Standards and Stormwater Design Manual.
13. Permanent survey control monuments shall be placed to establish public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. A minimum of two permanent survey control monuments shall be installed at locations determined by the City in accordance with the City's Public Works Standards and recorded with the Pierce County Auditor prior to final engineering approval of civil improvements.

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14. Sight distance at all access points shall meet the minimum requirements of the AASHTO "Geometric Design of Highways and Streets", most current version. The property owner is responsible to maintain the minimum sight distance.
15. Irrigation, and maintenance of landscaping within the public right of way shall be the responsibility of the property owner(s) or its heirs or assigns.
16. The owner is required to sign the City's stormwater maintenance agreement, which shall be recorded prior to final civil plan approval by the City. Stormwater and/or drainage easements also shall be granted to the City for the inspection of utilities and drainage facilities. No encroachment will be placed within the easements that may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or its heirs or assigns, as noted under the recorded stormwater maintenance agreement.
17. The site plan shall note (where quoted) or delineate the following:
  - a. "WARNING: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described in this plat."
  - b. "Increased stormwater runoff from the road(s), building, driveway

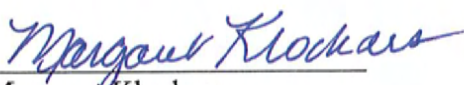
and parking areas shall not be directed to City infrastructure. Increased storm water runoff shall be retained/detained on site.”

- c. “Where seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted.”
  - d. Stormwater for runoff from buildings and parking surfaces shall be shown on individual building lots, including drywell sizing or storm drain connection points.
  - e. If private roadways are proposed then provisions shall be made for the roads and easements to be open at all times for emergency and public service vehicle use.
  - f. “This plat is subject to stormwater maintenance agreement recorded under Auditor’s file number (enter AFN here).”
  - g. “Stormwater/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this plat map. No encroachment will be placed within the easements shown on the plat that may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or its heirs or assigns, as noted under the stormwater maintenance agreement for the plat.”
18. This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.
19. An association of owners shall be formed and continued for the purpose of maintaining the common open space. The association shall be created as an association of owners under the laws of the state and shall adopt and propose articles of incorporation or association and bylaws, and adopt and improve a declaration of covenants and restrictions on the common open space that are acceptable to the city in providing for the continuing care of the space. No common open space may be put to a use not specified in the final development plan unless the final development plan is first amended to permit the use. No change of use may be considered as a waiver of any of the covenants limiting the use of common open space area, and all rights to enforce these covenants against any use permitted are expressly reserved to the city as well as the owners. Alternatively, the applicant may

convey the common open space to a public agency that agrees to maintain the common open space.

20. School impact fees as required by GHMC 19.12.050(B)(11) shall be paid for all residential development prior to the issuance of a building permit.
21. Locations and details of markings of fire lanes must be provided at the time of civil plan review.
22. If ownership of the properties necessary for construction of proposed road 1 is not obtained within the time frames specified by GHMC Section 16.06.003, this preliminary plat approval shall expire.
23. Since the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
24. Any dedication filed for record shall be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.

Entered this 7<sup>th</sup> day of April 2010

  
Margaret Klockars  
Hearing Examiner

#### **Concerning Further Review**

There is no administrative appeal of the hearing examiner's decision. A request for reconsideration may be filed according to the procedures set forth in Ordinance No. 1073. If a request for reconsideration is filed, this may affect the deadline for filing judicial appeal (Chapter 36.70c RCW) (see Ord. 1073, Ch. 36.70C RCW and RCW 90.58.180.) Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Parties of Record:

Matt Weber, AHBL Inc.  
2215 North 30<sup>th</sup> St. #300  
Tacoma, WA 98403

McCormick Creek LLC  
PO Box 1800  
Orting, WA 98360

Tom Sturgeon  
PO Box 1800  
Orting, WA 98360

Bryan Stowe  
14604 149<sup>th</sup> St. Ct. East  
Orting, WA 98360

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

Exhibits in the record:

- 1) Staff Report dated March 25, 2010
- 2) Preliminary plat plans, received December 17, 2009
- 3) Administrative Design Review Decision, dated August 22, 2008
- 4) Revised MDNS issued February 24, 2010
- 5) Revised Critical Areas and Habitat Report dated May 21, 2007
- 6) Memorandum from Grette Associates dated February 21, 2008
- 7) Appleton Memorandum dated March 24, 2010
- 8) DOE Letter dated March 10, 2010
- 9) City of Gig Harbor Engineering Variance No. 07-03
- 10) Request for approval of an alternative landscape plan, dated July 2, 2007
- 11) Applicant's response to the criteria dated July 5, 2007
- 12) Applicant's response to the criteria for density bonus dated May 30, 2008
- 13) Concept Mitigation Plan, revised July 22, 2008
- 14) PRD Overall Phasing Plan, dated October 9, 2008
- 15) Letter from Sturgeon, McCormick Creek LLC, dated June 30, 2008
- 16) Agreement for Road Construction and Dedication between McCormick Creek LLC and Gig Harbor Little League
- 17) Statutory Warranty Deed and Escrow Instructions, from Loretta Laramore, Grantor
- 18) Applicant's revised response to the PRD Density Bonus Criteria for both road alternatives, dated March 23, 2010
- 19) Plan showing the alternative road layout of a portion of Road 1
20. Staff Report, Supplement, dated 4/1/10
21. Traffic Concurrency Letter
22. Hearing Examiner Decision on PPLAT 07-0002

**DECLARATION OF MAILING**

I certify that on the 7th day of April 2010, I sent by first class mail, postage paid, a copy of the Decision in the matter of the Application of McCormick Creek LLC (PPLAT-09-0003 and PRD 09-0002) for preliminary plat and PRD approval to each of the following persons at the address listed:

Matt Weber, AHBL Inc.  
2215 North 30<sup>th</sup> St. #300  
Tacoma, WA 98403

McCormick Creek LLC  
PO Box 1800  
Orting, WA 98360

Tom Sturgeon  
PO Box 1800  
Orting, WA 98360

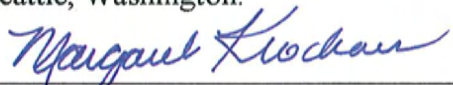
Bryan Stowe  
14604 149<sup>th</sup> St. Ct. East  
Orting, WA 98360

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

Pierce County Assessor  
2401 South 35<sup>th</sup> St. Rm. 142  
Tacoma, WA 98409

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 7<sup>th</sup> day of April 2010, at Seattle, Washington.

  
\_\_\_\_\_  
Margaret Klockars

**Subject: Street Name – Jasmine Lane**

**Proposed Council Action:** <sup>DIS</sup> Approve the naming of the street in the Jasmine plat as “Jasmine Lane.”

**Dept. Origin: Building/Fire Safety**

**Prepared by: D. Bower**

**For Agenda of: April 20, 2010**

**Exhibits: Maps and developers letter.**

Initial & Date

**Concurred by Mayor:**

CLH 4/20

**Approved by City Administrator:**

PBK 4/20/10

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

**Approved by Finance Director:**

DP 4/10

**Approved by Department Head:**

DB

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

The Jasmine Plat residential development is located off of Stanich Ave. between Short St. and Lewis St. The developer has requested to name the private cul-de-sac serving the development Jasmine Lane. The development is located in the “historic name area”.

GHMC 12.12.030 (M) states that “Private roads shall have the name ending “Lane” or the “Pvt” designation”. The use of Jasmine Lane is consistent with this requirement.

GHMC 12.12.030 (K) states “all proposed names within the “historical name area” as designated by the official map shall come from a list submitted by the Gig Harbor Historical Society or from other lists as approved by the Gig Harbor city council.

Jasmine is not a name from the historic names list. The developer has proposed naming the road Jasmine Lane rather than using a name from the historic names list based on its “minor significance as related to continuous visual exposure to the public”.

Staff has reviewed the applicable codes and finds that the naming of the roads is consistent with the street naming conventions included in GHMC Chapter 12.12 030 (M), however is inconsistent with the requirements for street names in the “historic names area”.

**FISCAL CONSIDERATION**

There is no fiscal impact to the City.

**BOARD OR COMMITTEE RECOMMENDATION**

No boards or committees have been consulted.

**MOTION**

**Move to: Disapprove the naming of the street within the Jasmine plat development  
"Jasmine Lane".**





April 8, 2010

IBBO LLC/Amalani LLC  
108 S Jackson  
Suite 300  
Seattle WA 98104

City of Gig Harbor  
3510 Grandview St  
Gig Harbor WA 98335  
Attention – Diane Gagnon

Re – Jasmine Court subdivision  
7427 Stanich Avenue

Dear Diane,

Further to your email of April 7, 2010, we have reviewed the list of historic names available appropriate to our proposed private road/ cul-de-sac, and given the minor significance of our site location as related to continuous visual exposure to the public, we respectfully request that we be permitted to name our private street-

JASMINE LANE

as an ongoing connection to the Jasmine Court plat name.

As an alternative, we considered –

STANICH LANE,

but prefer the sound and pronunciation of the Jasmine Lane selection.

We are hopeful the City will approve our choice.  
We have enclosed our check for \$50.00 as required.

Thank you for your consideration.  
Should there be any questions, do not hesitate to be in contact with me

Sincerely,



Barry J Margolese  
Development Manager



Legend

- Tax Parcels
- Roads
- Interstate
- Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access
- Pierce County Basemap
- Unincorporated County
- Tacoma
- Lakewood, Edgewood, Bonney Lake, Buckley, South Prairie
- Steilacoom, Fircrest, Fife, Gig Harbor, Orting, Eatonville, Roy, Carbonado, Wilkeson, Mt Rainier
- University Place, Puyallup, Auburn
- DuPont, Milton, Sumner
- Fort Lewis, McChord, McNeil Island
- Water
- Orthophotos - 2008 - GH

Printed: 4/12/10 1:35 PM

Scale 1:2,091



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The orthophotos may not align with other data. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.





**Subject: Use of Lodging Tax Reserve**

**Proposed Council Action: Approve Release of up to \$27,000 from Lodging Tax Reserve fund in 2010**

**Dept. Origin: Marketing**

**Prepared by: Laureen Lund**

**For Agenda of: April 26, 2010**

**Exhibits: Attached**

Initial & Date

**Concurred by Mayor:**

CLH 4/20/10

**Approved by City Administrator:**

DRK 4/20/10

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

**Approved by Finance Director:**

DR 4/20/10

**Approved by Department Head:**

SL

Expenditure	Amount	Appropriation
Required \$27,000	Budgeted	Required

**INFORMATION / BACKGROUND**

Due to current economic concerns, the Gig Harbor Lodging Tax Advisory Committee is requesting additional funding in 2010 from the reserve to create two new programs. Please see attached.

**FISCAL CONSIDERATION**

Available in the Lodging Tax Reserve Fund

**BOARD OR COMMITTEE RECOMMENDATION**

Lodging Tax Committee Recommendation

**RECOMMENDATION / MOTION**

**Move to: Approve use of up to \$27,000 from the Lodging Tax Reserve Fund for Meeting Planners Marketing Plan and Public Relations for museum and heritage tourism.**

GIG HARBOR CITY COUNCIL

April 26, 2010

As we navigate through these unstable economic waters, the Gig Harbor Lodging Tax Advisory Committee and our local businesses in the tourism industry are all readjusting, reinventing, rethinking and recalculating in an effort to stay afloat.

As we approach the half year mark, new developments since budgeting time 9 months ago, have the Lodging Tax Committee looking to new plans to assist our local hotels. So far, 2010 has been the worst year in ten years for our lodging properties. Once again we are asking to use reserve funds from the lodging tax reserve to make some new, mid-year programs that will refocus our marketing efforts to groups and meetings market.

The Marketing Staff has applied for a grant from Pierce County Tourism Promotion Area. The grant application is to create a new marketing focus, unlike anything we have done before, geared towards meeting and convention planners. Working closely with the hotels, this campaign will build relationships with these decision makers, create collateral material that unifies the communities assets specific to meeting attendees, and build awareness locally to encourage residents to consider bringing meetings to Gig Harbor for groups they are associated with.

The Lodging Tax Advisory Committee is requesting funds to supplement this effort from the reserve in the amount of \$10K-\$20K (depending on the dollar amount we receive from the grant).

In addition, the Lodging Tax Advisory Committee is asking for an additional \$7000 from the reserve fund to specifically target a public/media relations campaign for the opening of the Harbor History Museum this fall, as part of an overall heritage tourism focus. The Lodging Tax Committee had always planned to assist with promotion of the opening of the museum, but did not expect it to occur during this budget year. With exciting new developments we did not see during budgeting time, we believe this is an opportunity not to be missed, now that the museum is actually going to open. Pairing the museum opening with the city's other heritage preservation focus makes for great public relations opportunity.

This PR campaign would involve hiring a consultant to create and instigate a public relations effort specific to this new heritage tourism and the museum property as a destination location for BOTH visitors and meeting planners. It will tie in nicely to the other effort we are working on. The museum Board of Directors is being asked to contribute an additional \$3000 to this campaign, bringing the total to \$10K.

The Lodging Tax Advisory Committee and the Marketing Staff are aware that mid-year budget requests are neither common or ideal. However, given the changing climate we ask the Council to consider these requests in an effort to continue to put our best foot forward in surviving the downturn. We also would like to remind the Council, that although we requested \$20K last year from the reserve fund, we only ended up using \$4000 because of our ability to rearrange some expenses. It, of course, will be our goal

this year to be the absolute best stewards of the money and to use it in a way that we hope will bring overnight visitors to our hotels.



Subject: Cushman Trail – Environmental Permitting
Consultant Services Contract

Proposed Council Action: Authorize the award
and execution of a Consultant Services Contract
with Widener & Associates for an amount not to exceed
\$46,304.00.

Dept. Origin: Public Works/Engineering

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

For Agenda of: April 26, 2010

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: [Signature] 4/20/10
Approved by City Administrator: [Signature] 4/20/10
Approved as to form by City Atty: [Signature] 4/16/10
Approved by Finance Director: [Signature] 4/16/10
Approved by Department Head: [Signature] 4/16/10

Table with 6 columns: Expenditure Required, Amount Budgeted, See Fiscal Section Below, Appropriation Required, and \$0.

INFORMATION / BACKGROUND

The City of Gig Harbor in anticipation of future federal stimulus monies must have completed a federal National Environmental Protection Act (NEPA) determination in order to be eligible for funding. The City has a completed State Environmental Protection Act (SEPA) determination on file. This NEPA determination requires that various reports be completed and/or summarized in a specific format for submittal to the various permitting agencies. The consultant will update the Wetland Delineation and provide a Wetland Restoration Plan; prepare, submit and obtain other necessary permits (JARPA, Section 106 - Cultural Resources) to complete the Environmental Classification Summary (ECS) and obtain a NEPA determination. Without a NEPA determination, the City would not qualify for consideration for Federal funding. The NEPA determination will cover the Phase 3 portion of the Cushman Trail project (between 96th Street where the trail currently ends, north to Borgen Boulevard).

Pierce County is currently funding the update of the Cushman Trail design to provide the Phase 3 plans, specifications and estimates necessary to bid the project for construction. Should the City be successful in obtaining federal funding, the project would be ready to bid within approximately 90 days. The City would have to obtain the necessary easements from one adjacent property owner. This is currently under negotiation as part of the proposed McCormick Creek Plat Development Agreement.

FISCAL CONSIDERATION

While Cushman Trail Phase 3 construction is an identified goal for the Parks Development Division in the 2010 Annual Budget, no dollars from the Parks Development Special Revenue fund have been identified to be spent on the project in 2010. There is funding available within the Street Capital fund 102-018-595-30-63-46, originally budgeted to include \$75,000 for constructing sidewalks to complete pedestrian gaps within the City. To date, this account has been used to fund the Cultural Resources Assessment contract for the 56th/Point Fosdick Improvements project in the amount of \$2,500.

RECOMMENDATION/MOTION

Move to: Authorize the award and execution of a Consultant Services Contract with Widener & Associates for the Cushman Trail Environmental Permitting project for an amount not to exceed \$46,304.00.



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

---

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

**RECITALS**

WHEREAS, the City is presently engaged in the environmental permitting necessary for construction of the Cushman Trail along the existing power easement and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

**TERMS**

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

**2. Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty-six Thousand Three Hundred Four Dollars and no cents (46,304.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly

rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

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

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

**4. Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by June 26, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

**5. Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the

time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

**6. Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

**7. Indemnification.**

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

**8. Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise

from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverages shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

**9. Exchange of Information.** The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of

performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

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

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

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

**13. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

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

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

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

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

CONSULTANT:  
Widener & Associates  
ATTN: Ross Widener  
10108 32<sup>nd</sup> Avenue W, Suite D  
Everett, WA 98204-1302  
(425) 348-3059  
(425) 348-3124 FAX  
(425) 503-3629 CELL

City of Gig Harbor  
ATTN: Emily Appleton, Senior Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
(253) 853-7597 FAX

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

{ASB714519.DOC;1/00008.900000}

**CONSULTANT**

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

**CITY OF GIG HARBOR**

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

ATTEST:

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

APPROVED AS TO FORM:

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

### **CUSHMAN TRAIL – PHASE 3 ENVIRONMENTAL PERMITTING**

The City of Gig Harbor is planning the construction of the final two sections of the Cushman Trail. The Scope of Work is for the permitting necessary to construct the trail along the existing power easement. It is anticipated that the following environmental permits and documentation will be required:

- Wetland Delineation Update
- Wetland Restoration Plan
- JARPA
- ECS
- Section 106

Based on the environmental documentation identified during preliminary design, the CONSULTANT will then pursue and obtain the permits or agency approvals required. Anticipated permits and documentation are identified below:

#### **Wetland Delineation**

The CONSULTANT shall prepare an update to the existing comprehensive report that includes detailed wetland maps; documentation of survey methods, results, and potential impacts from project actions; and recommendations for wetland protection and mitigation. The updated report shall also contain appropriate forms for wetland identification, delineation, and function assessment required by USACE. The information in this updated report is intended for use in compliance with Section 404 of the Clean Water Act. The final updated report and associated documents shall be in a format acceptable to USACE.

Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to USACE.

#### **Wetland Mitigation Plan**

The CONSULTANT shall develop and complete a wetland mitigation plan in accordance with USACE guidelines. The information in this report is intended for use in compliance with Section 404 of the Clean Water Act. The final report and associated documents shall be in a format acceptable to the Army Corps of Engineers (ACE).

#### **SHOP, Section 106 Consultation**

The CONSULTANT will prepare the appropriated cultural resources documentation required for the project to meet both Washington State and federal requirements.



## **Exhibit A Scope of Work (continued)**

### **Environmental Classification Summary (ECS)**

Collect information based on site visits, technical studies, and review of existing literature. Contact local, state and federal agency staff for data and information. Summarize the potential impacts of the biological, cultural, economic, and land use in of the preferred alternative. Coordinate public involvement activities and prepare responses to public comments. Provide the City with a draft ECS and incorporate all comments into a final draft document. Prepare the final document and provide the appropriate number of copies to the agency for coordination.

### **JARPA**

The CONSULTANT will complete and submit the application to the appropriate agencies to review and issue the necessary permits. It is anticipated that this project will be required for the following permit.

- Section 404

### **Products and Deliverables:**

- Wetland Delineation
- Wetland Restoration Plan
- ECS
- Section 106
- JARPA

# Widener & Associates

## Environmental Cost Estimate Cushman Trial

10108 32<sup>nd</sup> Ave W Ste D  
 Everett, WA 98204-1302  
 Tel (425) 348-3059 Fax  
 (425) 348-3124

Project Task Orders	Project Manager	Senior Biologist / Planner					
	Project Manager	Project Biologist					
Wetland Delineation Update							
Draft	16	40					
Final	8	24					
Wetland Mitigation Plan							
Draft	24	80					
Final	8	40					
JARPA							
Draft	8	24					
Final	4	16					
Permit Coordination							
Section 404	24	40					
NPDES	4	8					
ECS							
Draft	8	24					
Final	4	12					
Section 106							
Draft	4	16					
Final	4	4					
Totals	112	324					
<b>Summary</b>	<b>Hours</b>	<b>Direct</b>	<b>*Overhead</b>	<b>**Profit</b>	<b>Rate</b>	<b>Cost</b>	
Project Manager	112	\$50.00	\$75.00	\$15.00	\$140.00	\$15,680.00	
Project Biologist	324	\$31.00	\$46.50	\$9.30	\$86.80	\$28,123.20	
Total Labor							
*Overhead 150%							
**Profit 30%							
Cultural Resources							\$2,500
Assumes client provides exhibits/plan, description of project activities.							
<b>TOTAL ESTIMATED COST</b>							<b>\$46,303.20</b>



**ACTION ITEM**

April 15, 2010

**To:** Executive Board

**From:** Councilmember Julia Patterson, Chair  
Transportation Policy Board

**Subject:** **Approve Projects to Receive Potential New Federal Funds**

**AT ISSUE**

Since November, Congress has been considering jobs bills. In December 2009, the House passed a bill that, among other things, included new highway and transit infrastructure investment. In February, the Senate passed its own bill without new infrastructure investments, but including an important extension of the basic surface transportation act authorization through December 31, 2010, and other non-transportation provisions. The House made a few changes to the non-transportation elements and passed it back to the Senate. The Senate passed the amended version, known as the H.I.R.E Act, on March 17. The President signed the bill into law on March 18. With that first jobs bill completed, some in Congress have indicated an intention to develop an additional jobs bill that would include new highway and transit infrastructure investment, but at this time, the likelihood of such an infrastructure spending bill being enacted is low.

However, to prepare for the possibility, PSRC has been working with the Regional Project Evaluation Committee (RPEC), the four countywide forums, the Transportation Operators Committee (TOC), and staff from each of the transit agencies to prepare prioritized lists of projects based on the policy direction the Transportation Policy Board endorsed at its February meeting. These lists of recommended projects from RPEC and the TOC, as well as the *Policy Framework for Selecting Jobs Bill Regional Projects at PSRC*, are attached. The region is poised to move forward quickly to implement projects should legislation be enacted in the coming months. The Transportation Policy Board met on March 11 and recommended that the Executive Board take the following action. (This item was previously on the agenda for the March 25<sup>th</sup> Executive Board meeting but was deferred due to lack of time.)

**RECOMMENDED ACTION**

The Executive Board should approve the following:

- The projects contained in Attachments A and B are identified as the region's priorities for potential 2010 jobs bill infrastructure funding.

- The status of King County’s South Park Bridge Replacement Project will be reviewed no later than October 1, to determine its ability to proceed with the recommended funds.
- The lists of projects contained in Attachments C and D are identified as the region’s priority contingency projects, should more funding become available or should projects in Attachments A and B be unable to utilize this funding.
- These projects will be released for public review and comment, for a report back to the Transportation Policy Board at their April meeting.
- The list of projects in Attachment E should be submitted to the Washington State Department of Transportation (WSDOT) to compete in a potential statewide Enhancements process.
- Administrative authority should be provided to PSRC staff to proceed with amending the Regional and State Transportation Improvement Programs should legislation be enacted and the final amount of Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funds become known prior to the next Transportation Policy Board meeting.

## **DISCUSSION**

While it is unclear whether Congress will enact an additional jobs bill this year that includes new infrastructure funding for highways and transit, WSDOT has asked PSRC to proactively plan for such a possibility so that projects are identified that would be ready to deliver construction jobs this summer. For planning purposes, WSDOT has suggested that PSRC use the amounts included in the December 2009 House Jobs for Main Street Act which included transportation funding programs similar to the American Recovery and Reinvestment Act of 2009 (ARRA), with a few exceptions. It is this bill that was used to estimate the amounts and type of funds that could become available to the region in 2010 depending on Congressional action and upon which the prioritized lists in Attachments A and B were created. Select transportation components of the Jobs for Main Street Act include:

- FHWA—Highway & Bridge \$27.5 billion
- FTA—Transit Formula Grants \$6.15 billion
- FTA—Fixed Guideway Infrastructure \$1.75 billion

The bill contains strict “use it or lose it” timeline provisions based on the date the legislation is enacted. Of note, the bill requires that 50% of FHWA’s \$27.5 billion be under contract within 90 days. The remaining 50% of funds must be under contract within one year. If either deadline is not met, the funds would be redistributed to states that have met these deadlines. All projects receiving funding must be completed within three years. The bill also includes priorities for project selection, including location in economically distressed areas and a balance among urban and rural needs. The formula contained in the bill for distribution of funds within states requires:

- 30% allocation to regions for local projects
- 70% allocated for state project selection
- 3% set-aside for enhancement projects (non-motorized, historic preservation, etc.)

Using the bill amounts, Attachment G illustrates the expected distribution of FHWA funds between the Washington State Department of Transportation and regions within the state.

Under ARRA the state distributed the 3% of FHWA Enhancements funds according to the 70/30 formula. PSRC, for example, received \$2.4 million of those funds, and the state had project selection over \$10.4 million. The current proposal from WSDOT is that each region would submit projects to compete for the approximately \$15 million in available Enhancements funds. The state would then conduct project selection, based in part on a safety focus. WSDOT has requested the regions' submittals for this program by mid-March 2010.

For the potential FHWA funds under its discretion, WSDOT has conducted outreach with each of the regions throughout the state and prepared a draft list of projects for review and prioritization. A short list of state-proposed projects is not yet available.

### **PSRC Project Selection**

Based on the successful work conducted through the ARRA process in the region and in anticipation of the short turnaround for the next jobs bill, RPEC, the TOC, the transit agencies and the four countywide forums met the last two months to review and evaluate projects for consideration. The criteria used for project selection are as described in Attachment F, *Policy Framework for Selecting Jobs Bill Regional Projects at PSRC*, endorsed by the Board at their February meeting. The recommended prioritized project lists and contingency lists are included as Attachments A-D. In addition, RPEC is recommending the projects identified in Attachment E for submittal to WSDOT for a potential statewide Enhancements competition. All projects have been reviewed by PSRC for eligibility and consistency with regional policy.

### **Next Steps**

The region is poised to move forward quickly to implementation of these priority projects once legislation is enacted. Should legislation be enacted prior to the next Transportation Policy Board meeting, and assuming that aggressive deadlines similar to ARRA will be required, the projects included in Attachments A and B have been identified as the region's priority projects for this potential funding. These projects will be submitted to WSDOT for inclusion in the State Transportation Improvement Program.

### **Attachments:**

- *Attachment A: RPEC 2010 Jobs Bill Project Recommendations*
- *Attachment B: TOC 2010 Jobs Bill Project Recommendations*
- *Attachment C: RPEC 2010 Jobs Bill Contingency Project Recommendations*
- *Attachment D: TOC 2010 Jobs Bill Contingency Project Recommendations*
- *Attachment E: RPEC Project Recommendations for Submittal to a Statewide 2010 Jobs Bill Enhancement Competition*
- *Attachment F: Draft Policy Framework for Selecting Jobs Bill Regional Projects at PSRC*
- *Attachment G: Estimate for WA FHWA Funds – Jobs for Main Street Act*

**City of Gig Harbor**  
**Building/Fire Safety Department**  
**3510 Grandview St.**  
**Gig Harbor, WA 98335**

# Memo

**To:** Mayor Hunter, City Council Members  
**From:** Dick J. Bower, CBO – Building/Fire Safety Dir.  
**CC:** Rob Karlinsey, file  
**Date:** April 21, 2010  
**Re:** Fire Prevention Inspection Program Update

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We recommend creating a volunteer based fire prevention inspection program for the City's commercial buildings.

Budgetary concerns have ended the annual fire prevention inspection program that we have historically contracted with Gig Harbor Fire & Medic One to conduct. Last year GHF&MO conducted the program at no cost to the City in an effort to preserve the benefits in insurance savings and public safety that come with the program while assisting the City with its budget concerns. This year, GHF&MO informed us that they will not be able to continue the program without payment.

For the past several months the City has met with the Fire Department and Chamber of Commerce leadership to find a means of reaching a mutually agreeable way of continuing the program. Unfortunately, the 3-way win discussed earlier does not reduce the City's financial contribution as much as we had hoped.

Recognizing the value of an inspection program, the City's Building and Fire Safety Department has looked outside-the-box for a low cost, effective way of providing the annual fire prevention inspection program. We believe we've come up with a method that will serve our needs at a reasonable cost to the City and its citizens. We are proposing to implement a volunteer based inspection program that will continue the work previously conducted by the fire department only under the City's rather than FD5's auspices.

The program will include recruitment of a minimum of 2 volunteers from the community who are willing to be trained and obtain the certifications necessary for conducting fire inspections in accordance with the City's fire code and WA Survey and Rating Bureau requirements. The volunteers will be assigned to conducting the inspections, documenting the results, and working with BFSD staff to gain voluntary compliance. The program will be conducted much like the previous GHF&MO program so that the consistency necessary to continue the established inspection history in compliance with WSRB requirements is maintained.

The cost of the program is estimated at approximately \$5,000 in direct costs per year based on 2 volunteer staff. That sum includes training, certification, uniforms, a vehicle and office support. Additional volunteers will cost roughly \$600.00 each, annually. Historically, the fire department has completed the inspections with 1, experienced, FTE in approximately 6 months time. The number of volunteers needed to have an effective program will be a function of the amount of time they are capable of donating to the program and their efficiency once trained and certified.

The program will impose additional work on the BFSD's already stretched staff. For the most part, we anticipate keeping the training in-house as a means of controlling costs and quality assurance, and in consideration of the lack of basic fire inspector training opportunities in the state. We anticipate that the training program will be a combination of "classroom instruction", independent study, and hands-on field training conducted by the existing staff. Too, there will be some additional clerical and administrative support needed to assure the programs results, data and reports are captured. We are exploring options to use the existing Interlocking permit tracking program to provide the data base for the program. Failing that we will be looking at other options including Excel or Access databases or a paper based system until an electronic means can be developed. It is likely that some staff overtime will be necessary at start-up for training and IT support.

To help pay for both the direct and indirect costs of this proposed volunteer program, we recommend a \$10 increase in the annual business license fee from \$25 to \$35. This increase will raise approximately \$15,000 - \$20,000 per year and will help cover the cost of training the volunteers, staff time to run and manage the program, overhead, and other expenses such as fuel and supplies. The City Council concurs with this recommendation, we will be coming forward in the near future with a business license fee resolution for your consideration. Rob Karlinsey has already been in discussions with the Chamber of Commerce regarding this proposed fee increase.

While volunteers have a long standing history in the fire service, our research indicates that this will be a relatively unique use of their services. It is not without precedent however. Many years ago I was involved in establishing a volunteer inspection program through a rural Alaska fire department in a community not unlike Gig Harbor. The program was successful due to the commitment, dedication, and community spirit of the people involved. We hope that success can be duplicated here.

With the Council's concurrence we intend to begin recruiting volunteers for the commercial building fire prevention inspection program in the coming weeks. We will be advertising in the usual media, and through contacts with the local Chamber of Commerce and service organizations. If we're successful in recruiting from these organizations it will add to the programs credibility and effectiveness making it a truly collaborative public safety effort between government and the community. Assuming we find willing, responsible participants we hope to begin training and implementation by early fall, 2010.