

# **Gig Harbor City Council Meeting**

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



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

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of July 12, 2010.
2. Receive and File: a) Finance Dept – 2nd Quarter Report; b) Minutes of the Planning/Building Committee Meeting June 7, 2010; c) Dept. of Archaeology & Historic Preservation Grant Award; d) GHPD Quarterly Report.
3. Correspondence / Proclamations: a) Vernhardson Family Day; b) Sound and Sand Proclamation.
4. Liquor License Actions: a) Application – Greenhouse Restaurant; b) Renewals: Cigar & Wine; Morso; Gig Harbor Yacht Club; Mizu Japanese Steakhouse; The Wine Studio; Bartell Drug Co. #39; and Galaxy Uptown; c) Added Privilege – Fred Meyers.
5. Well No. 11 Test Well Development – Consultant Services Contract / Carollo Engineers.
6. Environmental Liability Insurance for the Stutz Dock Property.
7. Lift Station No. 6A – Consultant Services Contract / Geological Engineering Services.
8. Final Plat Approval – Morning Point Estates.
9. Wastewater Treatment Plant Phase 1 Improvement Project – Change Orders No. 3 and 4.
10. Fishermen's Pier Parking Lot Design (formerly Stutz Fuel Dock) - Consultant Services Contract.
11. Garr Creek Tributary Stormwater Study – Consultant Services Contract.
12. SR16 /Burnham Interchange Improvement Project – Change Order No. 1.
13. Cartegraph Systems, Inc – Software and Services Proposal.
14. Interlocal Agreement for Long-Term Disability and Life Insurance for City Employees.
15. Approval of Payment of Bills for July 26, 2010: Checks #64151 through #64235 in the amount of \$480,896.20.

**PRESENTATIONS:**

1. Vernhardson Family Day Proclamation – Richard Johnson.
2. Sound and Sand Proclamation.
3. Planning for the Homeless – John Oldham.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Water/Sewer Revenue Bond for Outfall Extension.
2. Second Reading of Ordinance Vacating a Portion of Woodward Avenue – Gartland.
3. Second Reading of Ordinance on Zoning Code Efficiency Amendments.

**NEW BUSINESS:**

1. Harborview Drive/Stinson Avenue Water Main Project – Construction Contract and Materials Testing Contract Award.
2. Resolution – Technical Amendment to Wastewater Comprehensive Plan to Adjust Depth of Sanitary Sewer along Portion of Peacock Hill Avenue.
3. Notice of Intent to Commence Annexation – Harbor Glen/Block Land Annexation.
4. C-1 Gross Floor Area Text Amendment Request.
5. First Reading of Interim Ordinance Amending Temporary Sign Regulations in the C-1 / Sign Area 2 District.

**STAFF REPORT:**

Recognizing Dick Bower for acquiring the Certified Emergency Manager designation.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Operations Committee – Thu. September 16th at 3:00 p.m.
2. Planning / Building Committee – date in September to be announced.
3. City Council Meetings of August 9th and 23rd are CANCELLED.
4. Civic Center Closed Mon. Sep 6th for Labor Day.
5. Council Retreat – Oct. 1st 8-1 p.m.

**ADJOURN:**

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

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

**CALL TO ORDER:** 5:31 p.m.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of August 23, 2010.
2. Receive and File: a) Finance Committee Minutes June 21, 2010; b) City Council BB16 Worksession June 21, 2010.
3. Lift Station No. 6A – Consultant Services Contracts / Architectural and Topographical Surveying Services.
4. Harborview Dr/Stinson Ave Water Main Design / Consultant Services Contract with Murray Smith & Associates.
5. Approval of Payment of Bills for July 12, 2010: Checks #64047 through #64150 in the amount of \$896,521.93.
6. Approval of Payroll for the month of June: Checks #5703 through #5713 in the amount of \$309,725.11.

**MOTION:** Move to adopt the Consent Agenda as presented.  
**Franich / Ekberg** - unanimously approved.

**PRESENTATIONS:**

**Recognizing Sgt. Scott Emmett, Marline McClane, Police Services Specialist and Officer Ray Jahn for 20 years of service to the city.**

Chief Mike Davis began by introducing Sergeant Scott Emmett, who came to work in the Gig Harbor Police Department in the fall of 1989 with over ten years of prior experience. He gave an overview of Sgt. Emmett's accomplishments over the past 20 years, announcing that the department will lose an excellent leader with his pending retirement. He offered Sgt. Emmett a 20-year Service Award.

Chief Davis then introduced Officer Ray Jahn who was hired in July 1990 and also had ten years of prior experience. He said that Officer Jahn works with minimal supervision; is extremely reliable and likable and has served as a valuable addition to the department. Officer Jahn is also contemplating retirement towards the end of this year. Chief Davis presented his 20-year Service Award.

Chief Davis finalized by asking Marline McClane, Police Services Specialist to come forward to receive her 20-year Service Award. He said that Marline also came with several years experience both with the Pierce County Sheriffs' Department and as a Search and Rescue volunteer. He gave a brief overview of her background adding that

her compassion, unselfishness and sensitivity is unequalled and they look forward to many more years of her service.

**OLD BUSINESS:**

1. Proposed Countywide Flood Control District. City Administrator Rob Karlinsey summarized the background on the desire by Pierce County for form a countywide flood control district to perform flood control projects. He added that Bonney Lake has voted to invoke jurisdiction; Lakewood and University Place are considering the same action.

City Attorney Angela Belbeck and Staff answered questions regarding the process to invoke jurisdiction to be removed from the district.

**MOTION:** Move to authorize the Mayor to notify the Washington State Boundary Review Board for Pierce County that the City of Gig Harbor hereby invokes the jurisdiction of the Board in connection with Pierce County Council's request for formation of a countywide flood control district, BRB Case No. I-10-1.

**Malich / Payne** - unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance – Water/Sewer Revenue Bond for Outfall Extension. Finance Director David Rodenbach presented background information for step two of the issuance and sale of the water-sewer revenue bonds for the completion of the sewer outfall extension project. He introduced Cynthia Weed and David Trageser.

Cynthia Weed, K & L Gates described these 20-year fixed rate bonds. She said the final interest rates and maturities and whether the market supports the issuance of these as "Build-America" bonds will be finalized at the next reading.

David Trageser, Senior Vice President D.A. Davidson and Co., explained that the city participated in a rating process which is expected to be solid. He added that they currently expect the majority of the bonds to be issued as "Build-America" bonds which would result in the lowest net borrowing cost.

2. Public Hearing and First Reading of Ordinance on Zoning Code Efficiency Amendments. Senior Planner Jennifer Kester summarized this ordinance that would help to clarify the permitting process, correct errors, reduce the need for interpretations and improve customer service; all basic efficiencies. She addressed questions.

Mayor Hunter opened the public hearing at 6:05 p.m. No one came forward to speak and the hearing closed.

3. Public Hearing and First Reading of Ordinance Vacating a Portion of Woodworth Avenue - Gartland. Engineering Technician Willy Hendrickson presented this request to

vacate a 30-foot strip of Woodworth Avenue abutting the property owned by Timothy and Kimberly Gartland. He explained that this property is not part of the non-user statue area and that the applicants have paid \$500 for an appraisal before the second reading of the ordinance.

Rob Karlinsey requested that Council decide tonight if they have objections to the vacation moving forward to save the Gartland's the expense of an appraisal.

Mayor Hunter opened the public hearing at 6:14 p.m. Councilmember Ekberg asked why the applicant wanted the property vacated.

Timothy Gartland – 9112 Prentice Avenue. Mr. Gartland explained that their lot is triangular and small and any addition would be beneficial if they were to increase their building or yard.

Mrs. Gartland responded to a question about removing the trees on this strip by saying they were not the ones who asked to have these trees removed.

There were no further comments and the hearing closed at 6:17 p.m.

**STAFF REPORT:**

City Administrator Rob Karlinsey reported that the bid opening for the Harborview Waterline Replacement is scheduled for this Wednesday at 10:00 a.m. He then announced that staff was presenting an update on the Outfall Project Tuesday from 4-7 at Jerisich Dock. He was asked to check on the operational hours as it was reported the contractor was still working 7:45 p.m.

**PUBLIC COMMENT:**

Linda Vu – 14041 30th Ave NE, Seattle, 98125. Ms. Vu, a political organizer with Lyndon LaRouche, said a past legislation called the Homeowners and Banks Protection Act would have addressed the current economic crisis. She said they are here to talk about the current efforts to reenact the Glass-Steagall Banking Act that would protect the citizens. She encouraged the city to support this effort.

Seri Martin – 14029 37th Ave. NE, Seattle, 98125. Ms. Martin followed up on these comments and asked council to take up a resolution to support this effort. She discussed the end of the unemployment extension and the emergency services that have been cut and how it will affect the surrounding localities. She stressed that the interest of the population is in the hands of the city, state and federal leaders and that is why they are calling for support on all levels. She passed out information for Councilmembers to review.

Javier Raffey – 14029 37th Ave NE, 98125. Ms. Raffey added that LaRouche has forecasted that by the middle of September the international financial system could

collapse. The Glass-Steagall Banking Act would return the United States as a sovereign nation that will decide its own financial future. She also said that they are calling for impeachment of the president because he would never allow the reinstatement of the Glass-Steagall Act.

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

Councilmember Young shared that Randy Boss would like to bring a new proposal for the C-1 Zone back for consideration.

Councilmember Malich thanked city staff for red-striping the sidewalk in front of the Lighthouse Marine.

Councilmember Payne said that Mr. Boss approached him to put something on the agenda, but it wasn’t a timely request.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. GH North Traffic Options Committee – Wed. Jul 14<sup>th</sup> at 9:00 a.m. – final meeting.

Rob Karlinsey announced there would be no Operations Meetings in July or August.

**ADJOURN:**

**MOTION:** Move to adjourn at 6:34 p.m.  
**Franich / Conan** – unanimously approved.

CD recorder utilized: Tracks 1002 – 10

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk



**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** *DR*  
**SUBJECT: QUARTERLY FINANCE REPORT**  
**DATE: July 26, 2010**

The 2010 second financial reports are attached.

Total resources, including all revenues and beginning fund balances, are at 82% (56% in 2009) of the annual budget. Revenues and expenditures, excluding beginning and ending fund balances, are 78% and 69% respectively of the annual budget. This compares with 36% and 34% for the same period in 2009. We are ahead of pace in 2010 due to the two bond issues which closed in March and June of this year.

General Fund revenues (excluding beginning fund balance) are at 48% (49% in 2009, 44% in 2008 and 56% in 2007) of budget. Sales taxes are slightly behind pace at 46% of budget, building permit fee revenues are 62% of budget and planning fees are at 38% of budget. Through June we have received \$2.2 million in sales taxes and \$274,000 in permit fees. For the same period last year sales taxes and permit fees were \$2.4 million and \$301,000 respectively. All other significant General Fund revenues are coming in as expected.

General Fund expenditures are at 51% (47% in 2009, 53% in 2008 and 41% in 2007) of budget. All General Fund departments are tracking on budget through the end of the second quarter.

Street Capital and Street Operating Fund revenues and expenditures have no significant deviations from budget.

Water, Sewer and Storm Sewer revenues are 49%, 51% and 52% of budget; while expenditures for these three funds are at 45%, 42% and 23% of budget. Second quarter 2009 amounts for water, sewer and storm were 59%, 51% and 62% for revenues and 35%, 42% and 28% for expenditures.

At this time cash balances are adequate in all funds. Most of the City's investments are in the State Treasurer's pool.

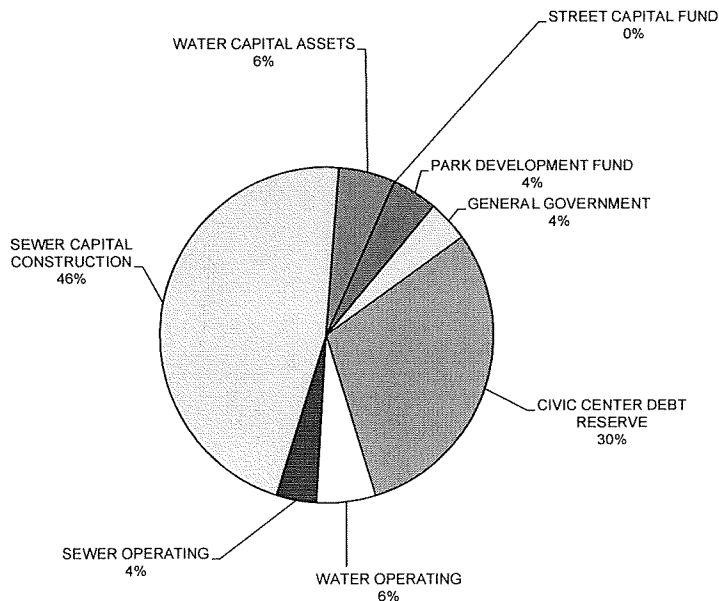
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF JUNE 30, 2010**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 894,873	\$ 3,964,871	\$ 4,213,513	\$ (122,884)	\$ 523,347
101	STREET FUND	408,633	967,567	1,237,557	(14,262)	124,381
102	STREET CAPITAL FUND	231,764	2,729,347	2,426,941	(501,258)	32,913
105	DRUG INVESTIGATION FUND	43,722	8,659	46,828	(1,261)	4,292
106	DRUG INVESTIGATION FUND	-	37,036	-	-	37,036
107	HOTEL-MOTEL FUND	139,718	83,769	133,634	(11,724)	78,130
108	PUBLIC ART CAPITAL PROJECTS	91,559	111	-	-	91,670
109	PARK DEVELOPMENT FUND	498,109	1,469,206	1,046,830	(341,393)	579,092
110	CIVIC CENTER DEBT RESERVE	3,973,786	4,804	-	-	3,978,590
208	LTGO BOND REDEMPTION	4,798	9,114,150	8,818,146	-	300,802
209	2000 NOTE REDEMPTION	82,466	55,582	72,299	-	65,750
210	LID NO. 99-1 GUARANTY	95,001	115	-	-	95,116
211	UTGO BOND REDEMPTION	204,699	131,997	56,888	-	279,808
301	PROPERTY ACQUISITION FUND	122,243	55,866	-	-	178,109
305	GENERAL GOVT CAPITAL IMPR	149,985	55,900	-	-	205,885
309	IMPACT FEE TRUST	30,950	75,749	-	(5,560)	101,139
401	WATER OPERATING	671,202	498,922	392,323	(27,781)	750,020
402	SEWER OPERATING	597,181	1,426,646	1,426,129	(81,760)	515,937
407	UTILITY RESERVE	189,381	460,055	-	-	649,436
408	UTILITY BOND REDEMPTION	7,195	6,785,253	6,781,719	-	10,728
410	SEWER CAPITAL CONSTRUCTION	4,706,696	5,666,034	3,106,955	(1,164,587)	6,101,188
411	STORM SEWER OPERATING FUND	444,741	349,860	242,861	4,053	555,793
412	STORM SEWER CAPITAL	1,162	16,415	-	-	17,577
420	WATER CAPITAL ASSETS	803,423	109,057	163,573	(25,055)	723,852
605	LIGHTHOUSE MAINTENANCE TRUST	2,102	3	-	-	2,105
608	FHS TRAFFIC MITIGATION TRUST	8,965	4	8,968	-	-
631	MUNICIPAL COURT	-	57,898	57,898	-	-
		<b>\$ 14,404,354</b>	<b>\$ 34,124,874</b>	<b>\$ 30,233,063</b>	<b>\$ (2,293,472)</b>	<b>\$ 16,002,694</b>

**COMPOSITION OF CASH AND INVESTMENTS  
AS OF JUNE 30, 2010**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 1,300
CASH IN BANK			560,866
LOCAL GOVERNMENT INVESTMENT POOL		0.2245%	15,440,528
			<b>\$ 16,002,694</b>

**Ending Cash Balances by Fund**

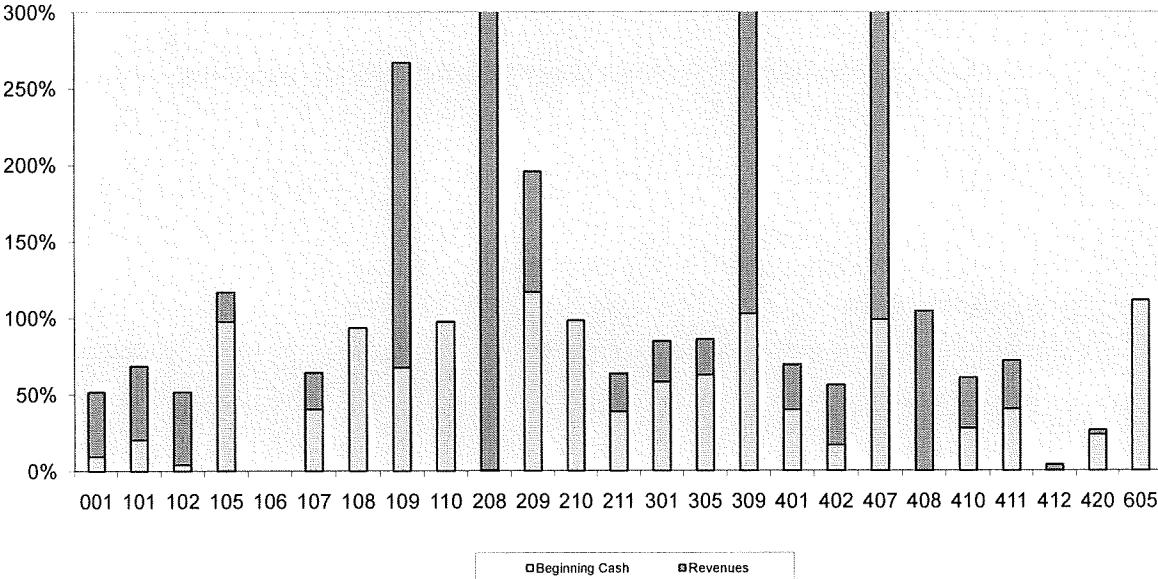




CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF JUNE 30, 2010

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,421,319	\$ 4,859,744	\$ 4,561,575	52%
101	STREET FUND	2,003,957	1,376,200	627,757	69%
102	STREET CAPITAL FUND	5,705,350	2,961,111	2,744,239	52%
105	DRUG INVESTIGATION FUND	44,742	52,380	(7,638)	117%
106	DRUG INVESTIGATION FUND	37,370	37,036	334	99%
107	HOTEL-MOTEL FUND	346,109	223,487	122,622	65%
108	PUBLIC ART CAPITAL PROJECTS	97,775	91,670	6,105	94%
109	PARK DEVELOPMENT FUND	736,144	1,967,315	(1,231,171)	267%
110	CIVIC CENTER DEBT RESERVE	4,076,262	3,978,590	97,672	98%
208	LTGO BOND REDEMPTION	1,263,536	9,118,948	(7,855,412)	722%
209	2000 NOTE REDEMPTION	70,451	138,048	(67,597)	196%
210	LID NO. 99-1 GUARANTY	96,728	95,116	1,612	98%
211	UTGO BOND REDEMPTION	528,353	336,696	191,657	64%
301	PROPERTY ACQUISITION FUND	209,992	178,109	31,883	85%
305	GENERAL GOVT CAPITAL IMPR	239,004	205,885	33,119	86%
309	IMPACT FEE TRUST	30,104	106,699	(76,595)	354%
401	WATER OPERATING	1,683,625	1,170,124	513,501	70%
402	SEWER OPERATING	3,599,773	2,023,827	1,575,946	56%
407	UTILITY RESERVE	191,345	649,436	(458,091)	339%
408	UTILITY BOND REDEMPTION	6,492,999	6,792,447	(299,448)	105%
410	SEWER CAPITAL CONSTRUCTION	17,036,542	10,372,730	6,663,812	61%
411	STORM SEWER OPERATING FUND	1,101,415	794,601	306,814	72%
412	STORM SEWER CAPITAL	458,437	17,577	440,860	4%
420	WATER CAPITAL ASSETS	3,413,306	912,480	2,500,826	27%
605	LIGHTHOUSE MAINTENANCE TRUST	1,886	2,105	(219)	112%
608	FHS TRAFFIC MITIGATION TRUST		8,968	(8,968)	
631	MUNICIPAL COURT		57,898	(57,898)	
		<b>\$ 58,886,524</b>	<b>\$ 48,529,228</b>	<b>\$ 10,357,296</b>	<b>82%</b>

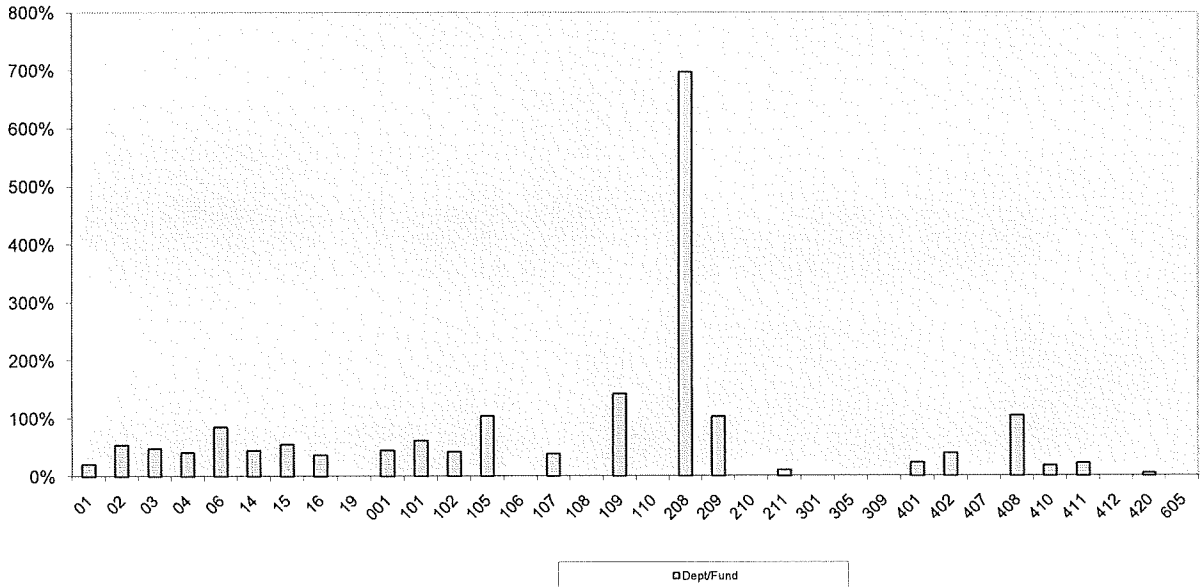
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING JUNE 30, 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	\$ 441,729	\$ 1,671,972	21%
02	LEGISLATIVE	27,850	14,995	12,855	54%
03	MUNICIPAL COURT	325,050	155,068	169,982	48%
04	ADMINISTRATIVE/FINANCIAL	1,287,450	525,470	761,980	41%
06	POLICE	2,589,888	2,203,872	386,016	85%
14	COMMUNITY DEVELOPMENT	1,194,950	534,923	660,027	45%
15	PARKS AND RECREATION	441,975	244,935	197,040	55%
16	BUILDING	249,038	92,520	156,518	37%
19	ENDING FUND BALANCE	1,191,417	-	1,191,417	
001	TOTAL GENERAL FUND	9,421,319	4,213,513	5,207,806	45%
101	STREET FUND	2,003,958	1,237,557	766,401	62%
102	STREET CAPITAL FUND	5,705,350	2,426,941	3,278,409	43%
105	DRUG INVESTIGATION FUND	44,742	46,828	(2,086)	105%
106	DRUG INVESTIGATION FUND	37,370	-	37,370	
107	HOTEL-MOTEL FUND	346,109	133,634	212,475	39%
108	PUBLIC ART CAPITAL PROJECTS	97,775	-	97,775	
109	PARK DEVELOPMENT FUND	736,144	1,046,830	(310,686)	142%
110	CIVIC CENTER DEBT RESERVE	4,076,262	-	4,076,262	
208	LTGO BOND REDEMPTION	1,263,535	8,818,146	(7,554,611)	698%
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	56,888	471,465	11%
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	392,323	1,291,302	23%
402	SEWER OPERATING	3,599,770	1,426,129	2,173,641	40%
407	UTILITY RESERVE	191,345	-	191,345	
408	UTILITY BOND REDEMPTION	6,492,999	6,781,719	(288,720)	104%
410	SEWER CAPITAL CONSTRUCTION	17,036,541	3,106,955	13,929,586	18%
411	STORM SEWER OPERATING FUND	1,101,415	242,861	858,554	22%
412	STORM SEWER CAPITAL	458,437	-	458,437	
420	WATER CAPITAL ASSETS	3,413,306	163,573	3,249,733	5%
605	LIGHTHOUSE MAINTENANCE TRUST	1,886	-	1,886	
607	EDDON BOATYARD TRUST	-	-	-	
608	FHS TRAFFIC MITIGATION TRUST	-	8,968	(8,968)	
631	MUNICIPAL COURT	-	57,898	(57,898)	
		\$ 58,886,520	\$ 30,233,063	\$ 28,653,457	51%

Expenditures as a Percentage of Annual Budget



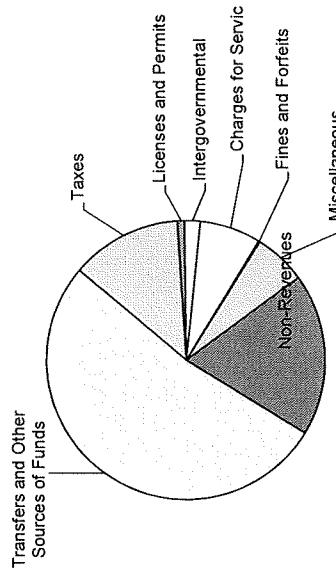


CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING June 30, 2010

TYPE OF REVENUE	AMOUNT
Taxes	\$ 4,377,813
Licenses and Permits	289,618
Intergovernmental	616,627
Charges for Services	2,420,302
Fines and Forfeits	63,969
Miscellaneous	2,062,027
Non-Revenues	6,426,468
Transfers and Other Sources of Funds	17,868,048
Total Revenues	34,124,872
Beginning Cash Balance	14,404,354
Total Resources	\$ 48,529,226

diff \$ 2,293,469

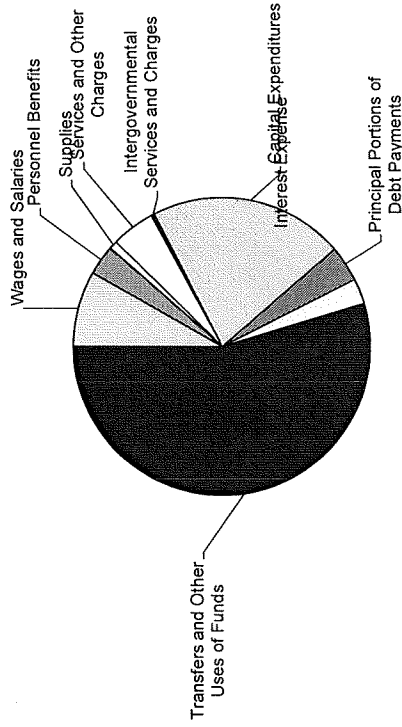
Revenues by Type - All Funds



CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING June 30, 2010

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	\$ 2,479,588
Personnel Benefits	988,010
Supplies	268,372
Services and Other Charges	1,432,624
Intergovernmental Services and Charges	104,589
Capital Expenditures	6,416,961
Principal Portions of Debt Payments	1,176,456
Interest Expense	830,348
Transfers and Other Uses of Funds	16,536,114
Total Expenditures	30,233,063
Ending Cash Balance	16,002,694
Total Uses	\$ 46,235,757

Expenditures by Type - All Funds



CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 30, 2009

		SPECIAL REVENUE FUNDS							
		101	102	105	107	108	109	110	
GENERAL GOVERNMENT		STREET	ST CAP	DRUG INVESTIGATION	MOTEL	PUBLIC ART PROJECTS	PARK DVLP FUND	CIVIC CTR DEBT RSRV	
ASSETS									
CASH	\$ 235,488	\$ 82,588	\$ 46,864	\$ 9,622	\$ 28,244	\$ 18,505	\$ 105,157	\$ 744,068	
INVESTMENTS	929,309	326,046	185,013	34,039	111,502	73,054	415,143	2,937,475	
RECEIVABLES	1,240,911	55,476	-	-	30,705	-	110,179	291,195	
FIXED ASSETS	-	-	-	-	-	-	-	-	
OTHER	-	-	-	-	-	-	-	-	
TOTAL ASSETS	2,405,708	464,109	231,877	43,662	170,450	91,559	630,479	3,972,738	
LIABILITIES									
CURRENT	49,223	25,029	372,333	1,244	10,145	-	344,058	-	
LONG TERM	11,361	33,463	-	-	-	-	103,736	-	
TOTAL LIABILITIES	60,584	58,492	372,333	1,244	10,145	-	447,793	-	
FUND BALANCE:									
BEGINNING OF YEAR	2,261,126	224,511	446,713	74,360	212,014	99,409	(2,349,875)	3,922,200	
Y-T-D REVENUES	7,915,496	1,617,506	3,908,077	11,255	218,238	642	1,866,556	50,539	
Y-T-D EXPENDITURE	(7,831,500)	(1,436,401)	(4,495,245)	(43,197)	(269,946)	(8,491)	(1,383,094)	-	
ENDING FUND BALANCE	2,345,123	405,617	(140,456)	42,418	160,305	91,559	(1,866,413)	3,972,738	
TOTAL LIAB. & FUND BAL	2,405,708	464,109	231,877	43,662	170,450	91,559	(1,418,620)	3,972,738	

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 30, 2009

		SPECIAL REVENUE FUNDS								
		301	305	309	605	607	608	631	TOTAL	
		PROPERTY ACQUISITION	GEN GOVT CAPITAL IMP	IMPACT TRUST FUND	LIGHTHOUSE MAINT	EDDON BOATYARD	FHS TRFC MITIGATION	MUNICIPAL COURT	SPECIAL REVENUE	
ASSETS										
CASH	\$	24,706	\$ 30,313	\$ 6,255	\$ 425	\$ -	\$ 1,812	\$ -	\$ 1,098,559	
INVESTMENTS		97,537	119,672	24,695	1,677	-	7,152	-	4,333,005	
RECEIVABLES		-	-	-	-	-	-	-	487,556	
FIXED ASSETS		-	-	-	-	-	-	-	-	
OTHER		-	-	-	-	-	-	-	-	
TOTAL ASSETS		122,243	149,985	30,950	2,102	-	8,965	-	5,919,120	
LIABILITIES										
CURRENT		-	-	5,555	-	-	-	-	758,363	
LONG TERM		-	-	-	-	-	-	-	137,199	
TOTAL LIABILITIES		-	-	5,555	-	-	-	-	895,562	
FUND BALANCE:										
BEGINNING OF YEAR		122,045	174,308	6,781	2,088	181,664	(3,458,757)	-	(342,540)	
Y-T-D REVENUES		125,198	100,677	18,615	14	150,043	42	149,326	8,216,727	
Y-T-D EXPENDITURE		(125,000)	(125,000)	-	-	(331,707)	(830,000)	(149,326)	(9,197,407)	
ENDING FUND BALANCE		122,243	149,985	25,396	2,102	-	(4,288,715)	-	(1,323,220)	
TOTAL LIAB. & FUND BAL	\$	122,243	\$ 149,985	\$ 30,950	\$ 2,102	\$ -	\$ (4,288,715)	\$ -	\$ (427,658)	

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF SEPTEMBER 30, 2009

	208	209	210	211	TOTAL
	LTGO BOND	2000 NOTE	LID 99-1	UTGO BOND	TOTAL
	REDEMPTION *****	REDEMPTION *****	GUARANTY	REDEMPTION *****	DEBT SERVICE
ASSETS					
CASH	\$ 970	\$ 4,368	\$ 19,200	\$ 41,371	\$ 65,910
INVESTMENTS	3,828	65,799	75,801	163,328	308,756
RECEIVABLES	-	-	-	11,661	11,661
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	4,798	70,168	95,001	216,360	386,326
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	9,198	9,198
TOTAL LIABILITIES	-	-	-	9,198	9,198
FUND BALANCE:					
BEGINNING OF YEAR	45,803	5,350	94,375	136,396	281,924
Y-T-D REVENUES	1,213,027	77,117	626	337,113	1,627,882
Y-T-D EXPENDITURE	(1,254,032)	(12,299)	-	(266,347)	(1,532,678)
ENDING FUND BALANCE	4,798	70,168	95,001	207,162	377,128
TOTAL LIAB. & FUND BAL \$	4,798	70,168	95,001	216,360	386,326

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 30, 2009

	PROPRIETARY										TOTAL
	401	402	407	408	410	411	412	420	ASSETS	WATER CAP.	
	WATER OPERATING	SEWER OPERATING	UTILITY RESERVE	UTILITY BOND REDEMPTION	SEWER CAP. CONST.	STORM SEWER OPERATING	STORM SEWER CAPITAL	WATER CAP. ASSETS			
<b>ASSETS</b>											
CASH	\$ 155,951	\$ 120,775	\$ 38,275	\$ 1,454	\$ 951,263	\$ 89,889	\$ 235	\$ 142,165	\$ 1,500,007	\$ 2,899,964	
INVESTMENTS	615,278	476,406	151,106	5,741	3,755,449	354,868	927	561,246	5,921,021	11,492,091	
RECEIVABLES	258,159	352,471	-	-	-	160,640	-	-	771,269	2,511,396	
FIXED ASSETS	3,558,006	9,355,043	-	-	4,377,266	526,628	-	511,245	18,328,188	18,328,188	
OTHER	-	-	-	-	-	-	-	-	-	-	
<b>TOTAL ASSETS</b>	<b>4,587,394</b>	<b>10,304,694</b>	<b>189,381</b>	<b>7,195</b>	<b>9,083,978</b>	<b>1,132,024</b>	<b>1,162</b>	<b>1,214,656</b>	<b>26,520,486</b>	<b>35,231,640</b>	
<b>LIABILITIES</b>											
CURRENT	139,386	45,096	-	477,152	799,139	1,372	-	1,433	1,463,579	2,271,165	
LONG TERM	52,739	63,082	-	3,397,750	-	47,289	-	-	3,560,859	3,718,617	
<b>TOTAL LIABILITIES</b>	<b>192,125</b>	<b>108,178</b>	<b>-</b>	<b>3,874,902</b>	<b>799,139</b>	<b>48,662</b>	<b>-</b>	<b>1,433</b>	<b>5,024,438</b>	<b>5,989,782</b>	
<b>FUND BALANCE:</b>											
BEGINNING OF YEAR	4,025,474	9,927,805	188,133	(3,874,166)	5,905,640	751,489	-	1,554,068	18,478,442	20,678,952	
Y-T-D REVENUES	1,046,302	2,450,661	1,248	530,840	11,190,193	798,453	1,162	39,673	16,058,533	33,818,638	
Y-T-D EXPENDITURE	(676,506)	(2,181,949)	-	(524,381)	(8,810,994)	(466,579)	-	(380,518)	(13,040,927)	(31,602,512)	
<b>ENDING FUND BALANCE</b>	<b>4,395,270</b>	<b>10,196,517</b>	<b>189,381</b>	<b>(3,867,707)</b>	<b>8,284,839</b>	<b>1,083,363</b>	<b>1,162</b>	<b>1,213,223</b>	<b>21,496,048</b>	<b>22,895,079</b>	
<b>TOTAL LIAB. &amp; FUND BAL \$</b>	<b>4,587,394</b>	<b>10,304,694</b>	<b>189,381</b>	<b>7,195</b>	<b>9,083,978</b>	<b>1,132,024</b>	<b>1,162</b>	<b>1,214,656</b>	<b>26,520,486</b>	<b>28,884,861</b>	



# CITY OF GIG HARBOR



## 2010 / 2<sup>ND</sup> QUARTER PERFORMANCE AND WORKLOAD MEASURES

# ADMINISTRATION

## Administration

### Performance Measures

	2008 Actual	2010 Goal
<b>Percent of Citizens Agreeing with Survey Questions:</b>		
Pleased with Overall Direction of the City	58%	N/A*
Receive Good Value for Taxes Paid	61%	N/A*
The City Listens to its Citizens	43%	N/A*
City has a Strong Sense of Community	84%	N/A*

\* No survey to be conducted in 2010.

### Workload Measures

	2007 Actual	2008 Actual	2009 Actual	2010 Estimate
Population	6,765	6,780	6,910	7,165
City-wide Assessed Property Valuation	1,448,681,937	1,699,571,402	1,955,970,466	2,061,648,756
Total Capital Project Budget	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
2008 Actual	99.9%	95%	80%	79%
2009 Actual	100%	98%	91%	44%
2010 Estimate	100%	95%	95%	85%

### Workload Measures

	Request for Public Records	Council Packets # of Pages	Ordinances & Resolutions	Minutes # of pages	Claim for Damages/ Lawsuits	Spcl Events Parks & Facility Resv
2009 2 <sup>nd</sup> Quarter	39	1356	17	62	10	116
2010 2 <sup>nd</sup> Quarter	21	1265	20	48	3	196
2009 Actual	121	4,586	67	199	46	341
2010 Estimate	150	4,000	50	75	45	375

# POLICE

## Performance Measures

	2009 2 <sup>nd</sup> Qtr	2010 2 <sup>nd</sup> Qtr	2009 Actual	2010 Estimate
% of citizens who feel safe in general according to survey	n/a	n/a	n/a	80%
UCR Violent crimes per 1000 population	n/a	n/a	2.4	2.0
UCR Property crimes per 1000 population	n/a	n/a	55.8	45
Average police emergency response time in minutes	7.30	7.29	6.67	7.0

## Workload Measures

	2009 2 <sup>nd</sup> Qtr	2010 2 <sup>nd</sup> Qtr	2009 Actual	2010 Estimate
Number of dispatched calls for service	1374	1967	8,206	8,500
Number of office walk in requests for service	692	560	2,311	2,192
Number of cases assigned for follow-up	59	36	242	280
Number of police reports written	446	526	2,088	2,200

# MUNICIPAL COURT

## Workload Measures

	2009 2 <sup>nd</sup> Quarter	2010 2 <sup>nd</sup> Quarter	2009 Actual	2010 Estimate
Infraction Filings	402	197	1,545	1,300
Infraction Hearings	324	181	957	800
Criminal Filings	145	121	571	450
Criminal Hearings	888	829	3,246	2,900

## Performance Measures

	2009 2 <sup>nd</sup> Quarter	2010 2 <sup>nd</sup> Quarter	2009 Actual	2010 Estimate
Collection Assignments	171/\$119,257	89/\$55,098	574/\$334,642	600/\$500,000
Collection Recovery	\$18,537	\$17,089	\$69,353	\$66,000
% PC Compliance	100%	100%	100%	100%
% Speedy Compliance	100%	100%	100%	100%

## Misc. Local Revenue Categories\*

	2009 2 <sup>nd</sup> Quarter	2010 2 <sup>nd</sup> Quarter	2009 Actual	2010 Estimate
Warrant costs	N/A	\$484	\$3,203	\$2,444
DUI Emerg Recovery	N/A	\$1,767	\$5,871	\$6,450
Public Def Recover	N/A	\$661	\$2,097	\$1,894
Probation	N/A	\$17,422	\$65,319	\$61,894

\* New 2010 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

	2008 Actual	2009 Actual	2010 Estimate
Complete first review or plan approval letter within 28 days of receipt of complete application (OCA)	90%	95%	98%
Provide second review or approval letter within 14 days of receipt of re-submittals	80%	95%	98%
Provide inspections within 24 hours of request	98%	99%	99%

## Workload Measures

	2008 Actual	2009 Actual	2010 Actual
Inspections	1129	825	964
Commercial permits received	135	80	81
Residential permits received	40	32	70
Commercial permits issued	142	75	62
Residential permits issued	45	17	37

# PLANNING DEPARTMENT

## Performance Measures

	2009 2 <sup>nd</sup> Qtr	2010 2 <sup>nd</sup> Qtr	2009 Actual	2010 Estimate
% of land use cases processed under 120 days	100%	100%	98%	100%
% of preliminary plats processed under 90 days	N/A	N/A	50%	100%
% of short plats processed under 30 days	N/A	N/A	0%	100%

### NOTES

N/A indicates no permits of that type approved during the quarter

## Workload Measures

	2009 2 <sup>nd</sup> Qtr	2010 2 <sup>nd</sup> Qtr*	2009 Actual	2010 Estimate
Number of land use cases	72	79	304	300
Amount of fees collected	\$73,906	\$70,586	\$213,196	\$193,000

# PUBLIC WORKS

## Parks

### Performance Measures

	2009 Actual	2010 Estimate	2 <sup>nd</sup> 2009 Qtr Actual	2 <sup>nd</sup> 2010 Qtr Actual
Landscaping Maintained (sq ft/FTE)	545,481	598,106	119,621	178,257
Parks cleaned per day	100%	100%	100%	100%
Complaints addressed within 24 hrs	95%	95%	95%	100%

### Workload Measures

	2009 Actual	2010 Estimate	2 <sup>nd</sup> 2009 Qtr Actual	2 <sup>nd</sup> 2010 Qtr Actual
Acres of park space & streetscapes	71.7	71.7	17.92	71.7
Community event sponsored hours	942	1000	337	320
Acres of park land (per FTE)	N/A	N/A	N/A	N/A
Park related phone calls	83	80	27	19

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

## Streets

### Performance Measures

	2009 Actual	2010 Estimate	2 <sup>nd</sup> 2009 Qtr Actual	2 <sup>nd</sup> 2010 Qtr Actual
Streets sweeping (FTE hours)	462	500	34	142
Streets maintain (lane miles/FTE)	5.6	5.6	1.4	5.6

### Workload Measures

	2009 Actual	2010 Estimate	2 <sup>nd</sup> 2009 Qtr Actual	2 <sup>nd</sup> 2010 Qtr Actual
Streetlights	423	423	423	423
Lane miles maintained	81.45	81.45	81.45	81.45
Street signs repaired	427	400	155	83
Pavement markings (feet)	428,297	428,297	3 <sup>rd</sup> quarter	3 <sup>rd</sup> quarter
Sidewalks maintained (feet)	157,784	157,784	40,166	157,784
Street-related phone calls	111	100	35	33
Fleet serviced shop vehicles (hrs)	353.45	400	77.75	150.50
Fleet serviced police vehicles (hrs)	249.10	300	60.1	74.5

**Water**

**Performance Measures**

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 2<sup>nd</sup> Qtr Actual</b>	<b>2010 2<sup>nd</sup> Qtr Actual</b>
Meters read per FTE	3,248	3,248	2,143	3,251
After hrs emer. responses w/in 45 min.	100%	100%	100%	100%

**Workload Measures**

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 2<sup>nd</sup> Qtr Actual</b>	<b>2010 2<sup>nd</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	64.62 mg	64.9 mg
Number of water related calls	119	100	40	30

**Stormwater**

**Performance Measures**

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 2<sup>nd</sup> Qtr Actual</b>	<b>2010 2<sup>nd</sup> Qtr Actual</b>
Percent of storm ponds brushed	100%	100%	100%	100%
Progress toward NSDES Phase II comp.	60%	75%	25%	70%

**Workload Measures**

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 2<sup>nd</sup> Qtr Actual</b>	<b>2010 2<sup>nd</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**

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 2<sup>nd</sup> Qtr Actual</b>	<b>2010 2<sup>nd</sup> Qtr Actual</b>
Dewatering w/ thickening process (gallons)	3,266,610	3,429,111	706,001	774,049
Line Cleaning (feet)	36,140	35,000	Info not available	2,800
Plant performance award	Yes	Yes	*	4 <sup>th</sup> qtr.

\* In December, the sample port for chlorine residual froze and could not be thawed out until the next day. DOE informed of issue. We do not know if this will result in loss of plant award, but we suspect it will be okay because we continued to chlorinate and de-chlorinate, we just could not collect sample.



**Wastewater**

**Workload Measures**

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 2<sup>nd</sup> Qtr Actual</b>	<b>2010 2<sup>nd</sup> Qtr Actual</b>
Raw sewage treated	302.61 mg	336.43 mg	74.6964 mg	76.7735 mg
Tons of bio-solids produced*	1171.35 wet tons	736.04 wet tons	276.96 wet tons	199.00 wet tons
Work orders for plant/lift station maintenance	430/457	450/460	88/111	94/128
Lift station checks	884	884	221	221
Corrective/Special Projects Work Order QUANTITY	44/59	40/60	5 plant/ 9 LS	6 plant/ 9 LS
Corrective/Special Projects Work Orders HOURS	394/383.75	400/380	31 plant/ 62.5 LS	103.25 plant/ 42.5 LS

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

**Engineering**

**Performance Measures**

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 2<sup>nd</sup> Qtr Actual</b>	<b>2010 2<sup>nd</sup> Qtr Actual</b>
Percent of project milestones met with the quarter ( <i>new measure for 2009</i> )	80%	80%	%	67% (2/3)
Ratio of PW variances approved w/in 6 weeks of complete application	(1/1)	3	(0/0)	(2/0)
Ratio of sewer exceptions approved w/in 6 weeks of written request	(2/2)	3	(0/0)	(0/0)

**Workload Measures**

	<b>2009 Actual</b>	<b>2010 Estimate</b>	<b>2009 2<sup>nd</sup> Qtr Actual</b>	<b>2010 2<sup>nd</sup> Qtr Actual</b>
Number of capital projects construction surveyed by staff	3	3	1	1
Traffic modeling completed by staff	0	1	0	0

# 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	Aa3	Aa3	Aa3
Unqualified audit financial statement opinion	Yes	Yes	Yes	Yes

### Workload Measures

	2009 2 <sup>nd</sup> Quarter	2010 2 <sup>nd</sup> Quarter	2009 Actual	2010 Estimate
Number of invoices processed	2,033	2,203	1,411	9,200
Number of transactions receipted	3,741	4,088	16,051	17,500
Number of utility bills processed	3,841	3,984	3,190	14,220
Number of payroll checks processed	600	546	722	2,520
Number of business licenses processed	165	183	629	700

## Information Technology

### Performance Measures

	2007 Actual	2008 Actual	2009 Actual	2010 2 <sup>nd</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 2 <sup>nd</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	125

# MARKETING

## Performance Measures

	2009 2 <sup>nd</sup> Quarter	2010 2 <sup>nd</sup> Quarter	2009 Actual	2010 Estimate
Occupancy Percentages	35%	N/A**	42%	N/A
% Change in Visitor Info Requests	2%	-84%	-47%	10%
Editorial Medial Value *	\$97,000	\$48,600	\$304,028	\$300,000

\* This figure is value of editorial articles generated by the marking department, figured by the publications advertising rates.

\*\* N/A data no longer being collected.

## Workload Measures

	2009 2 <sup>nd</sup> Quarter	2010 2 <sup>nd</sup> Quarter	2009 Actual	2010 Estimate
Promotion and Advertising Budget	\$11,000	\$1,740	\$55,000	\$36,000
Number of Filled Requests	10,496	1,719	12,883	15,000
Travel writers/media hosted in Gig Harbor *	2	2	9	4

\* Travel writers for Sunset Magazine.

**City of Gig Harbor Planning and Building Committee  
Minutes of Meeting  
June 7, 2010  
Gig Harbor Civic Center**

**PRESENT:** Council Members: Paul Kadzik, Paul Conan and Jim Franich. Staff Present: Jennifer Kester, Tom Dolan, Peter Katich. Other: John Chadwell, OPG

**CALL TO ORDER:** Chair Paul Kadzik called the meeting to order at 5:15 p.m.

**RCO Grants**

John Chadwell presented OPG's RCO grant applications for improved trail connections in the Harbor Hill development. The proposed trails would connect the Harbor Hill development to the Cushman Trail. Staff explained that OPG is preparing the grant documents, but the City is sponsoring the application. Mr. Chadwell further explained that the two \$500,000 grants would match each other; however, if only one \$500,000 grant is received, OPG would provide the \$500,000 to the City through land sales/donation or some other form. The committee was generally supportive of the grant applications.

**Permit Processing Efficiency Amendments**

Ms. Kester briefed the Committee on the permit processing efficiency amendments scheduled for review by the Council in September:

The major change being proposed is to allow the administrative approval of site plans by the Planning Director. It was the planning staff's observation that the vast majority of site plan approvals (where site approval is the only permit being considered by the hearing examiner) do not have a high level of citizen participation. Most of the time, the only people at the hearing are the examiner, the applicant and the planner who processed the case. In addition, very little discretion is given the hearing examiner: If the project being considered includes a use that is permitted in the zone, meets all setback and parking requirements and meets the City's design guidelines, the project must be approved. The department's primary goal in developing the changes to the site plan review process was to insure that even though the permit didn't have a public hearing, the surrounding property owners would still be notified of the permit and would be allowed to appeal the administrative decision to the hearing examiner. The current hearing examiner for the City is supportive of this change.

Another significant change proposed includes a provision for closing out lapsed applications when the applicant is unresponsive or is not actively pursuing the permit. In this instance, the file would be closed and reserved utility capacity reservations would void. The proposed amendments also include amending the expiration period for land

use permits. Existing expiration periods are inconsistent and are typically too short for some permit types.

The committee was in general support of the proposed process changes.

### **Future Meeting Schedule**

The committee discussed the upcoming meeting schedule and decided to move the August meeting to September. It was agreed that the next three meetings would be the first Monday in September and November 2010 and January 2011.

### **Shoreline Master Program Update**

Mr. Katich briefed the committee on the Shoreline Master Program update currently being reviewed by the Planning Commission. The discussion focused on the proposed recommendations for shoreline designations, net shed policies and shoreline armoring requirements.

### **Street Vendors Ordinance**

Mr. Dolan explained that the planning department has fielded a number of requests this spring for information on locating a food vendor cart in the downtown area (coffee cart, hot dog stand, etc.). Currently, the City code does not allow street vendors on public right-of-way or City parks. In addition, the regulations are limiting on private property. Staff wanted to know if the committee might be interested in a street vendors ordinance. The committee showed interest in a street vendors ordinance provided it regulated the allowed locations and density of street vendors in downtown. It was decided that the planning department would research other jurisdictions street vendors ordinances and provide a report to the committee in time for possible adoption of an ordinance in the spring of 2011.

### **ADJOURNMENT – 7:00pm**



STATE OF WASHINGTON  
**DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION**  
1063 S. Capitol Way, Suite 106 • Olympia, Washington 98501 Mailing address: PO Box 48343 • Olympia, Washington 98504-8343  
(360) 586-3065 • Fax Number (360) 586-3067 • Website: www.dahp.wa.gov

July 19, 2010

Lita Dawn Stanton  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Lita Dawn,

As you know, each year the Department of Archaeology and Historic Preservation is pleased to grant 10% of our annual Historic Preservation Fund allocation directly to Certified Local Governments. We have completed the evaluation and review process for the grant applications received for FY 2011 and are happy to inform you that the City of Gig Harbor has received \$4000 to publish a historic netshed walking map and create a National Register nomination for the Skansie Brothers site.

We will develop a Scope of Work for your approval in the next month and then move on to the contracting process. It is my hope that we will have a signed contract with you well before the October 1<sup>st</sup> grant start date. The grant period runs from October 1, 2010 to August 31, 2011. You may begin accumulating expenses as of October 1. If you have any questions, don't hesitate to call me at 360-586-3074 or if I'm not available, contact Loren Doolittle, Grants Administrator, at 360-586-3072.

Congratulations on your award! I look forward to working with you on this exciting project.

Sincerely,

Megan Duvall  
Certified Local Government Coordinator



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL  
 FROM: CHIEF OF POLICE MIKE DAVIS  
 SUBJECT: 2010 2nd QUARTER (Mid-Year) COUNCIL REPORT  
 DATE: July 26, 2010

DEPARTMENTAL ACTIVITIES SUMMARY

- 2010 YTD **calls for service** when compared to 2009 YTD **calls for service** show a decrease in calls for service of 87.
- 2010 YTD have had 19 fewer **reports written** by our officers than in the first half of 2009.
- **DUI arrests** in the first half of 2010 are up by 5 compared to the same time period in 2009. Our 2010 YTD **traffic infractions** are down by 286 when compared to the first half of 2009; and our **criminal traffic citations** decreased by 64 in the first half of 2010 when compared to the same period in 2009.
- Our **traffic accidents** in the first half of 2010 decreased by 3 accidents when compared to the same period in 2009.
- 2010 YTD statistics show our **misdemeanor** arrests decreased by 55 and our **felony arrests** are down by 5 when compared to the first half of 2009.

Category	June 2010 YTD					
	June 2009	June 2010	Change	YTD 2009	YTD 2010	Change
Calls for Service	710	646	-64	3900	3813	-87
General Reports	163	167	4	1041	1060	19
Criminal Traffic	32	24	-8	189	125	-64
Infractions	81	120	39	779	493	-286
Criminal Citations	18	12	-6	104	99	-5
Warrant Arrests	2	1	-1	27	21	-6
Traffic Reports	12	14	2	78	75	-3
DUI Arrests	4	9	5	31	36	5
Misdemeanor Arrests	43	31	-12	257	202	-55
Felony Arrests	3	1	-2	34	29	-5

The final 2009 Uniform Crime Report (UCR) was published last month. The UCR program is a voluntary city, county, state, tribal and federal law enforcement program that provides a nationwide view of crime based on the submission of statistics by law enforcement agencies throughout the country. It is designed to compare levels of crime between different jurisdictions. Part I crimes are broken down into two categories:

1. **Violent Crime**- murder, rape, robbery and aggravated assault. Below are the number of reports associated with each crime category that occurred in 2008 and 2009 respectively and the corresponding percent change.
  - **Murder:** 0; 0 (0 percent)
  - **Rape:** 2; 3 (50 percent)
  - **Robbery:** 5; 7 (40 percent)
  - **Aggravated assault:** 6; 7 (16.7 percent)
  
2. **Property Crime**- arson, burglary, larceny and motor vehicle theft. Below are the number of reports associated with each crime category that occurred in 2008 and 2009 respectively and the corresponding percent change.
  - **Arson:** 3; 1 (-66.7 percent)
  - **Burglary:** 39; 52 (33.3 percent)
  - **Larceny:** 284; 331 (16.5 percent)
  - **Motor vehicle theft:** 26; 16 (-38.5 percent)

The report showed a marked increase in the frequency of property crimes within the city limits of Gig Harbor. Our main increases included a 33 percent jump in burglaries and a 16.5 per cent increase in larceny. We saw minimal increases in violent crime, but due to the small numbers the small increases can indicate large percent increases which can be misleading. Another factor that wasn't taken into consideration was the increase in our population from 7165 to over 7500 with our recent annexations. This will reduce our crimes per 1000 population rates. That said-- Gig Harbor has historically had a high rate per 1000 population in the property crimes category. We rank third in Pierce County on the number of property crimes per 1000 population. Fife PD and Puyallup PD are the only two agencies with higher rates per 1000 for property crimes. I put the statistics in a table to graphically depict the changes between 2008 and 2009 in UCR reported crime.



	TOTAL CRIME		VIOLENT CRIME		PROPERTY CRIME	
	Total	Rate per 1000	Total	Rate per 1000	Total	Rate per 1000
2008	365	52.8	13	1.9	352	50.9
2009	417	58.2	17	2.4	400	55.8
% change	14.2 %	10.2 %	30.8 %	26.1 %	13.6 %	9.6%

**MARINE SERVICES UNIT:** During the 2<sup>nd</sup> quarter 2010 the GHPD Marine Service Unit (MSU) accounted for the following patrol hours and activity:

- 163 Patrol Hours
- 10 Dispatched Calls for Service
- 6 Search & Rescue Calls --One call involved Officer Gary Dahm rescuing two adults from the water near Fox Island after their small boat had sunk. They had been in the water for several minutes and both required medical attention.
- 27 Written Safety Inspections written
- 58 Verbal Warnings issued for minor boating offenses
- 6 Boater Assists (towed disabled boats)
- 4 members of MSU participated in the 8 hour Browns' Point Multi-Agency Water Rescue Exercise. The overtime was completely grant funded by DEM.
- The MSU assisted with the "Maritime Gig" Festivities and the "Blessing of the Fleet"
- The MSU was able to use the remainder of the 2009 – 2010 Safe Boating Grant which expired on 6/30/10. The total amount of the grant was \$14,702.00

**PROBLEM-ORIENTED POLICING PROJECTS:**

In the month of May 2010, the GHPD Bike Unit began random patrols of the Cushman Trail. The patrol times have been 1-2 hours in duration when staffing allows for an on-duty officer to conduct the patrol. As of this date there are no consistently reported problems on the Cushman Trail within the city limits of Gig Harbor.

**RESERVE UNIT:** Reserves Lori Myers, Ed Santana and Adam Blodgett continue to donate their time assisting our officers on patrol and other special details.

**EXPLORERS UNIT:** The Explorer Post had a busy second quarter. They had six different training meetings and the post is currently full with 15 Explorers. They also have five applicants who are waiting for a position to open on the post so we can run another oral board to establish a new list. Six explorers attended and competed in the 2010 Apple Cup Challenge in Yakima Washington. This challenge consisted of two days of scenarios and mock scenes where the Explorers were graded on their patrol procedures and knowledge of the law. The Explorer's post also participated in the Maritime Gig Festival this year. They provided two nights of security, traffic control, and ran the dunk tank both days this year.

**C.O.P.S. (Citizens Offering Police Support):** The Gig Harbor C.O.P.S. Unit continues to grow. During the second quarter of the year, our Volunteers put in over 122 hours of time toward helping our department. This includes running department errands, issuing disabled parking tickets, enforcing sign code violations and even helping out at the Maritime Gig! We now have four active Volunteers who all look quite sharp in their new uniforms. In addition to assisting the police department through active patrols, these Volunteers are looking forward to helping out at the Tuesday concerts and implementing our Residential Vacation Check program.

**NARCOTIC K-9 PROGRAM:** Demonstrations/Notable Activity:

- K-9 demonstration for Galaxy Theater for the Children's Movie
- High School Search W/ Narcotics dogs at Gig Harbor High School. One find of marijuana by Maher.

6 Applications with 4 alerts and the following finds:

- 5 grams MJ
- \$ 600 Currency Seized – for Bremerton SOG in Gig Harbor
- \$10,000 dollars cash that also lead to a Search Warrant by WestNET on arrestee where \$144,000 in cash was seized at the apartment – From Oxycontin dealer. Maher found 80 mg grams of Oxycontin with a street value of \$39,280 stashed with 4 grams of marijuana in the trunk at the traffic stop. This was Maher's largest bust thus far. This was a call out for WSP on I-5. Maher most likely alerted on the marijuana which was also hidden with the Oxycontin.
- 1 Seizure – WSP
- 2 Vehicle Impounds for WestNET

GHPD Response Times  
2010

	P1	P2	P3
January	3.97	6.58	9.54
February	7.72	8.35	10.06
March	5.06	7.4	8.8
April	4.13	7.01	9.38
May	4.94	7.66	9.37
June	5.22	8.18	9.76
July			
August			
September			
October			
November			
December			
YTD Average	5.17	7.53	9.49

To the left are our officer response times for our Priority 1, 2 and 3 calls for the 2<sup>nd</sup> quarter 2010. Priority 1 calls are the most serious calls and usually involve an in-progress crime. Our goal is to respond to Priority 1 calls within 4 minutes 90% of the time. Our average response time of 7.29 minutes for all three priority levels stayed static through the 2<sup>nd</sup> quarter when compared to the 1<sup>st</sup> quarter of 2010.

Below are our **2010 2nd quarter performance** measures and workload indicators. Our calls for service and reports written are showing increases during the last quarter.

**POLICE**  
**2010 2nd Quarter**  
**Performance Measures**

	2009 2nd Qtr	2010 2nd Qtr	2009 Actual	2010 Estimate
% of citizens who feel safe in general according to survey	n/a	n/a	n/a	80%
UCR Violent crimes per 1000 population	n/a	n/a	2.4	2.0
UCR Property crimes per 1000 population	n/a	n/a	55.8	45
Average police emergency response time in minutes	7.30	7.29	6.67	7.0

**Workload Measures**

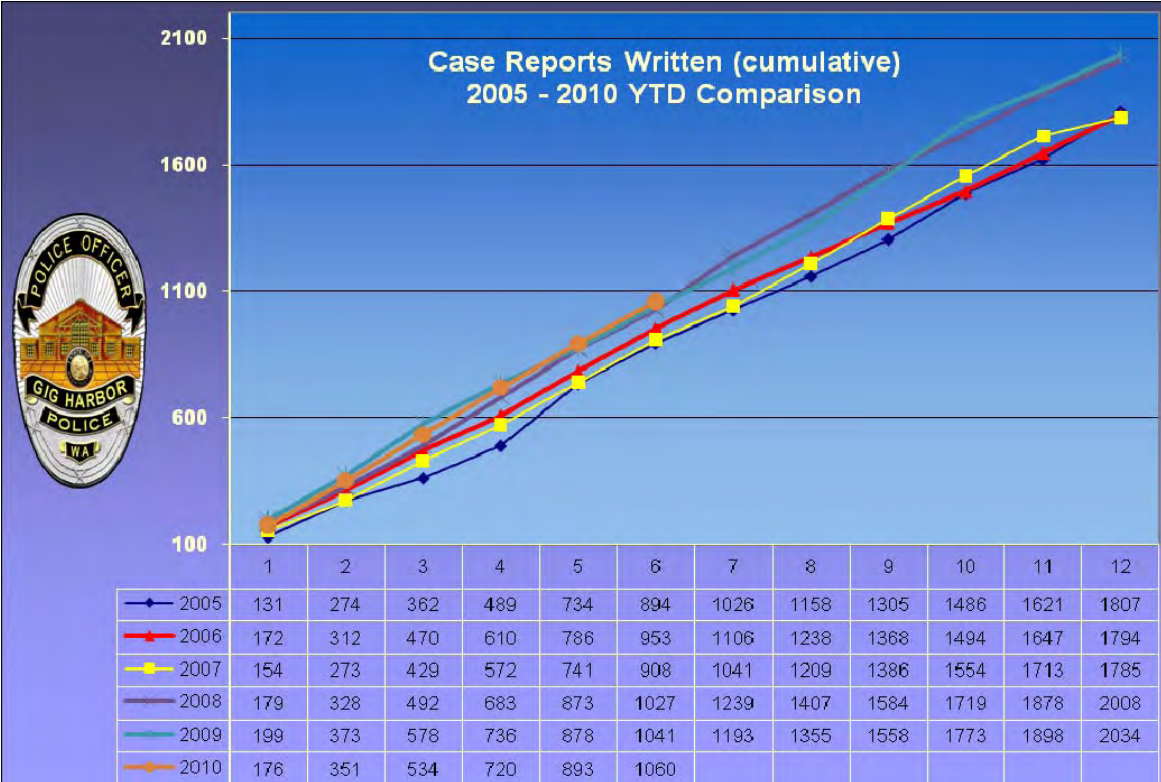
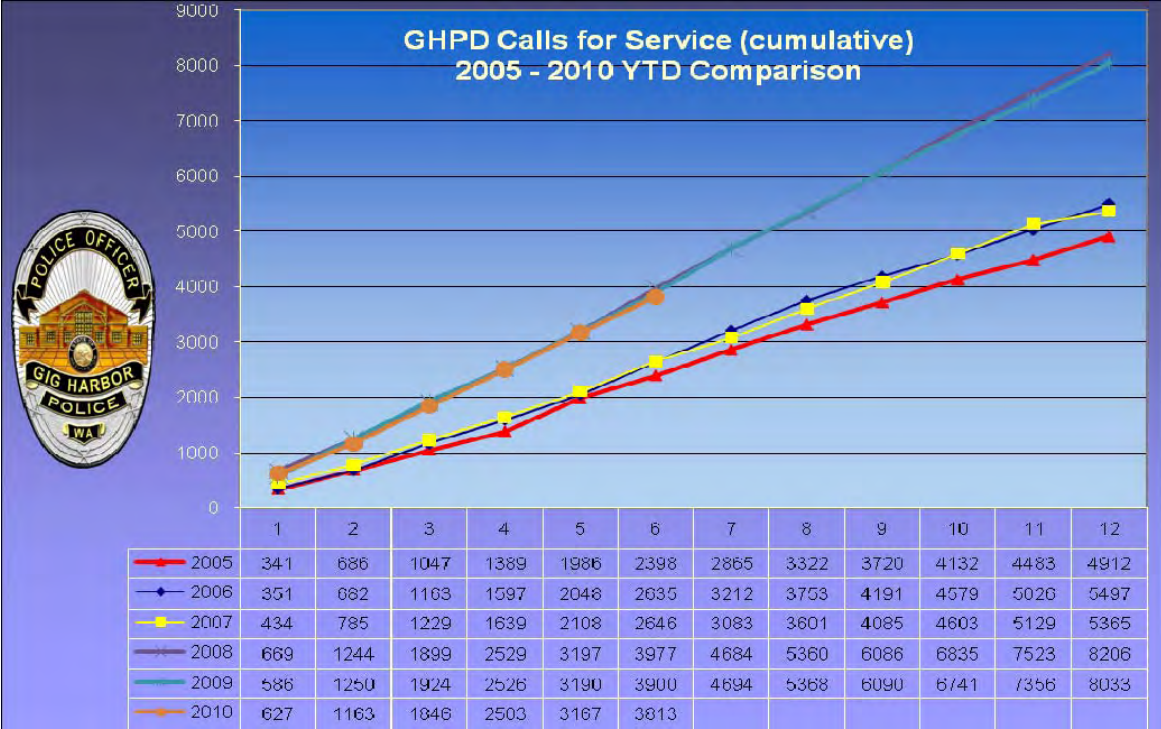
	2009 2nd Qtr	2010 2nd Qtr	2009 Actual	2010 Estimate
Number of dispatched calls for service	1374	1967	8206	8500
Number of office walk in requests for service	692	560	2311	2192
Number of cases assigned for follow-up	59	36	242	280
Number of police reports written	446	526	2088	2200

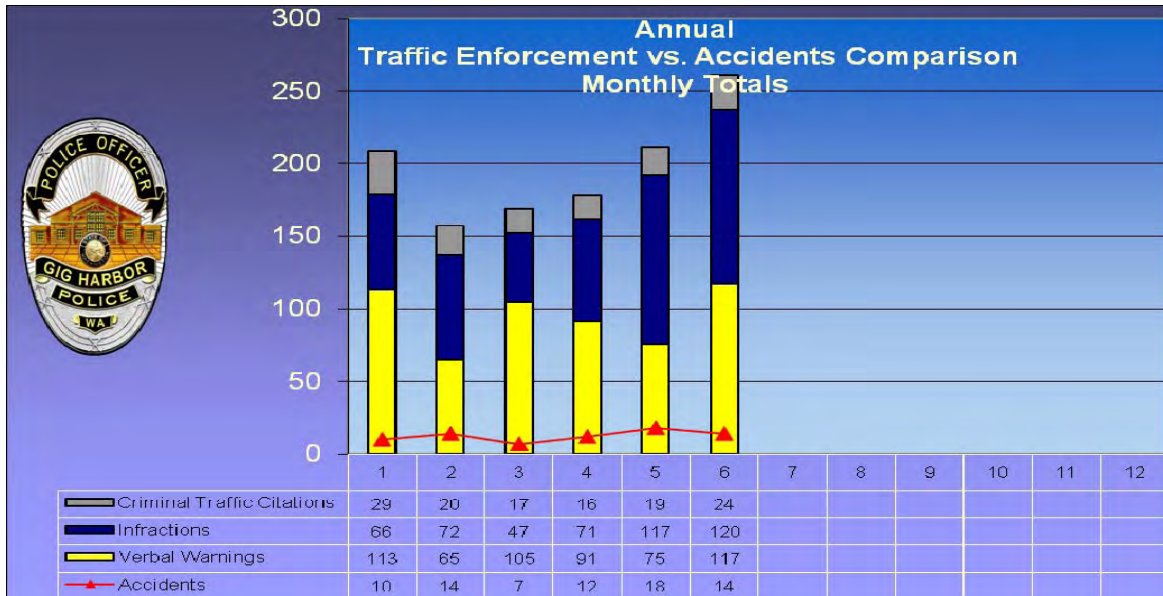
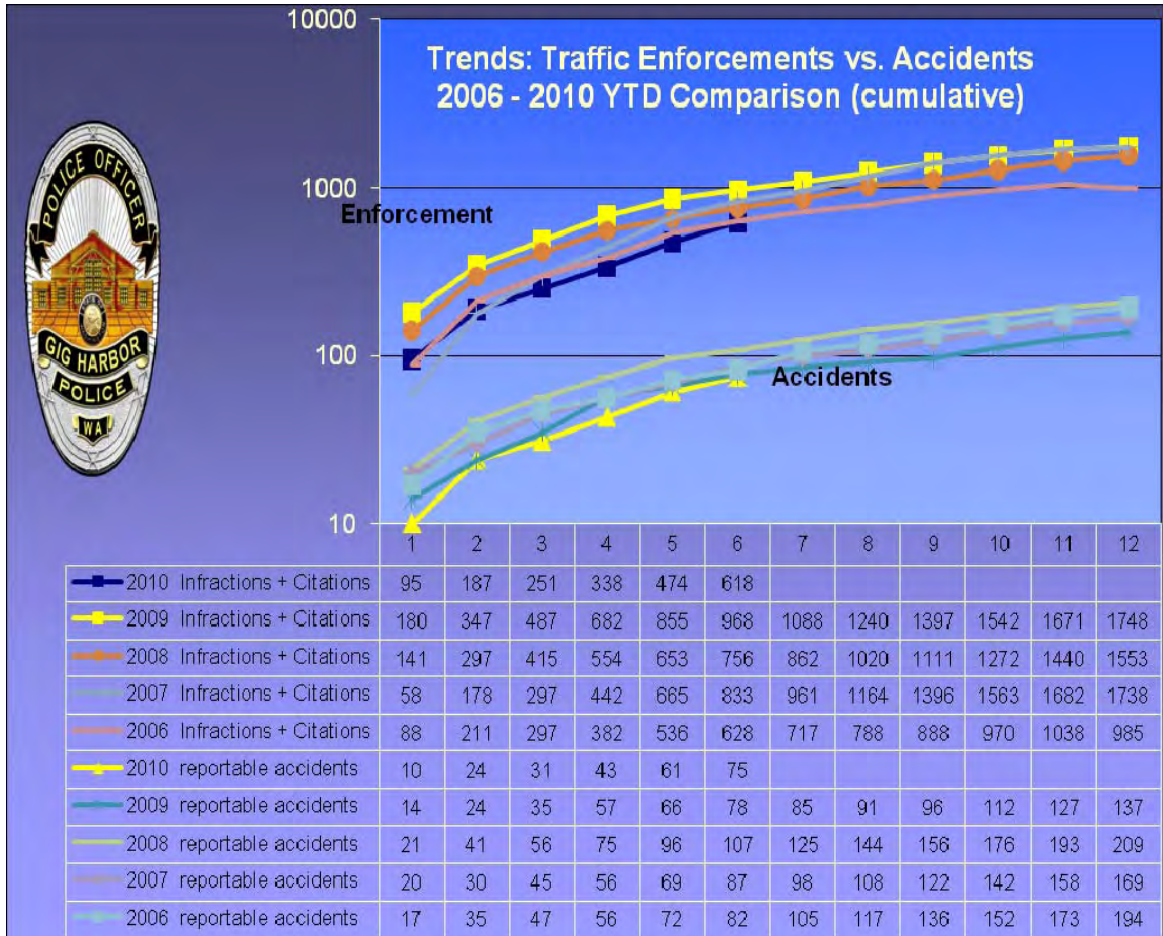
Below you will find the reported traffic accidents for the 2<sup>nd</sup> quarter of 2010-- out of the 62 (we had 52 last quarter) accidents during the 2nd quarter, 10 involved injuries. The 4<sup>th</sup> quarter in 2009 had 61 accidents with only 3 (three) involving injuries. It seems a trend is developing whereby accidents are becoming more serious and resulting in injuries.

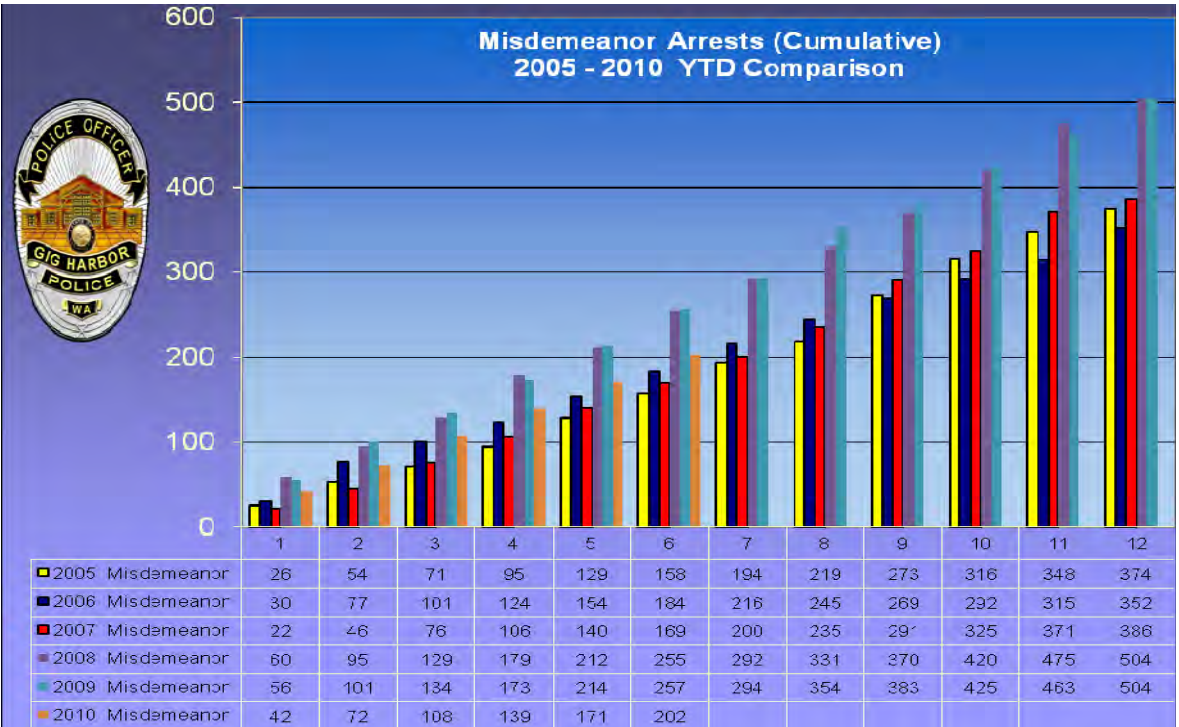
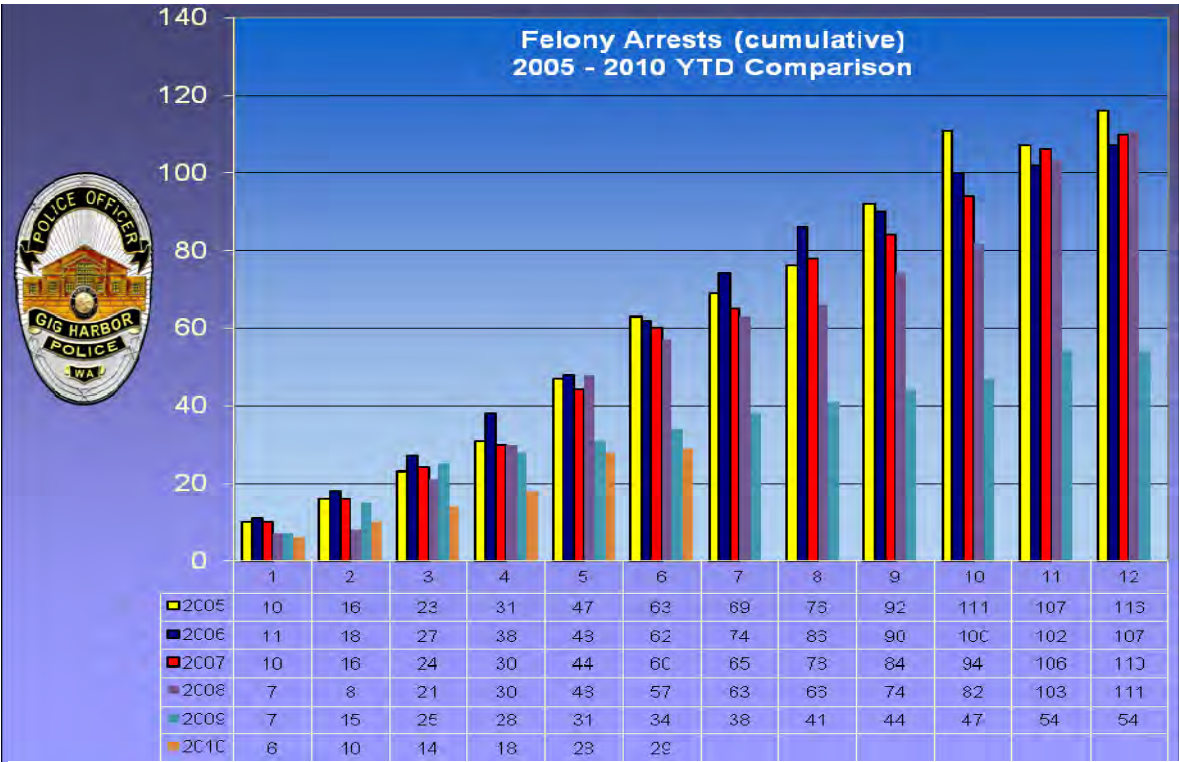
<b>TRAFFIC ACCIDENTS FOR 2<sup>nd</sup> QUARTER 2010</b>					
<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>	<b>CROSS STREET</b>	<b>TYPE</b>	<b>INJURY</b>
4/6/2010	12:33	Soundview Dr.	5500		N
4/8/2010	14:30	Rosedale St.	5100		N
4/10/2010	12:18	Borgen Blvd.	Canterwood Blvd.		N
4/10/2010	17:00	Pt. Fosdick Dr.	4800	Inattention To Driving	N
4/11/2010	18:00	Pt. Fosdick Dr.	4649		N
4/11/2010	19:00	Kimball Dr.	6659		N
4/13/2010	7:45	51st Ave.	11300		N
4/6/2010	16:00	Pt. Fosdick Dr.	4831		N
4/14/2010	17:10	Pt. Fosdick Dr.	Olympic Dr.		Y
4/16/2010	22:22	Harbor Hill Dr.	10550		N
4/16/2010	12:20	Borgen Blvd.	Burnham		Y
4/16/2010	17:30	Pt. Fosdick Dr.	4700		N
4/17/2010	22:00	Burnham Dr.	4309		N
4/17/2010	23:44	Soundview Dr.	6200	Negligent Driving	N
4/25/2010	8:35	Pioneer Way	Judson St.	FTY Turning Left	Y
4/25/2010	12:15	Sehmel Dr.	Bujacich Rd.		N
4/27/2010	17:00	Borgen Blvd.	Burnham		N
4/29/2010	16:50	Pt. Fosdick Dr.	5004		N
4/29/2010	23:00	Olympic Dr.	5500	H&R - Unattended	N
4/30/2010	20:50	Burnham Dr.	Sehmel Dr.	FTY - @ Stop Sign	N
5/5/2010	14:15	Canterwood Blvd.	122nd St. Ct.	Inattention To Driving	Y
5/5/2010	15:16	Stinson Ave.	Pioneer Way		N
5/6/2010	9:30	Harbor Country Dr.	4415 #F-3		N
5/6/2010	13:00	Olympic Dr.	Pt. Fosdick Dr.		N
5/7/2010	23:03	Burnham Dr.	SR16	DUI	Y
5/8/2010	21:20	51st Ave. NW	11330		N
5/10/2010	21:18	Olympic Dr.	SR16	ATD / DWLS 3RD	N
5/12/2010	14:00	Pt. Fosdick Dr.	5010		N
5/12/2010	9:48	Olympic Dr.	Pt. Fosdick Dr.	Inattention To Driving	N
5/13/2010	9:35	Olympic Dr.	SR16		N
5/13/2010	20:30	N. Harborview Dr.	8827		N
5/14/2010	13:30	Olympic Dr.	Pt. Fosdick Dr.	Following To Closely	N
5/17/2010	9:58	Olympic Dr.	Pt. Fosdick Dr.		N

TRAFFIC ACCIDENTS FOR 2 <sup>nd</sup> QUARTER 2010 (CONT)					
DATE	TIME	LOCATION	CROSS STREET	TYPE	INJURY
5/18/2010	11:25	Olympic Dr.	SR16	FTY / NVDLicense	N
5/19/2010	12:33	Soundview Dr.	SR16	DWLS 3rd / Inatt. To Driv	N
5/19/2010	14:30	Rosedale St.	Pt. Fosdick Dr.	Speed To Fast Condit.	N
5/21/2010	16:00	Olympic Dr.	Stinson Ave.		N
5/21/2010	10:58	Pioneer Way	2925		N
5/27/2010	18:40	Harborview Dr.	Peacock Hill Rd.	Inattention To Driving	N
5/28/2010	13:10	Vernhardson St.	Pioneer Way	Following To Closely	Y
5/29/2010	15:18	Stinson Ave.	7102		N
5/31/2010	13:29	Harbor Hill	10550		N
6/3/2010	16:03	Pt. Fosdick Dr.	4521		N
6/4/2010	19:10	Grandview St.	3510		Y
6/6/2010	18:08	Borgen Blvd.	51 <sup>ST</sup> Street Avenue	FTY Private Drive	N
6/7/2010	12:45	Olympic Dr.	Pt. Fosdick	DUI	N
6/9/2010	10:55	Roby St.	Jailhouse		N
6/10/2010	16:45	Borgen Blvd.	51 <sup>th</sup> street		N
6/10/2010	10:00	Harborview Dr.	3100		N
6/11/2010	11:00	Pt. Fosdick Dr.	4815		Y
6/11/2010	17:42	Spadoni Ln	35th Ave.	Failed To Yield	N
6/14/2010	19:00	Briarwood Ln	35th	Hit & Run	N
6/14/2010	1:55	27th Ave	Stinson Ave.		N
6/15/2010	16:10	Harborview Dr.	Stinson Ave	Failed To Yield	Y
6/15/2010	10:05	Olympic Dr.	50th		N
6/20/2010	6:30	38th Ave.	Borgen Blvd.	Too Fast For Conditions	Y
6/21/2010	16:15	Peacock Hill Dr.	5500		N
6/22/2010	20:52	Pt. Fosdick Dr.	4600	ITD / No Ins / No License	N
6/23/2010	13:05	Pt. Fosdick Dr.	Borgen Blvd.	Taking MV W/Out Perm.	N
6/24/2010	2:07	Canterwood Blvd.	Olympic Dr.	DUI & Hit & Run	N
6/25/2010	19:30	Pt. Fosdick Dr.	4649		N
6/26/2010	20:20	Pt. Fosdick Dr.	Soundview Dr.	Hit & Run	N

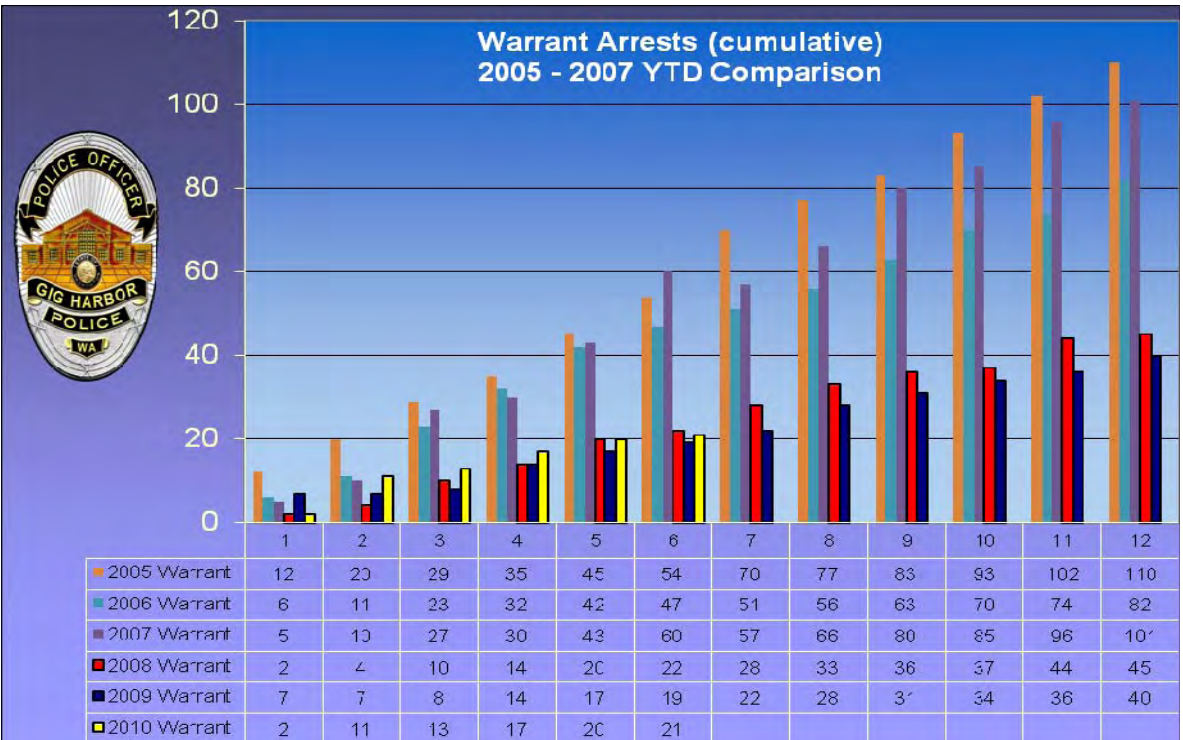
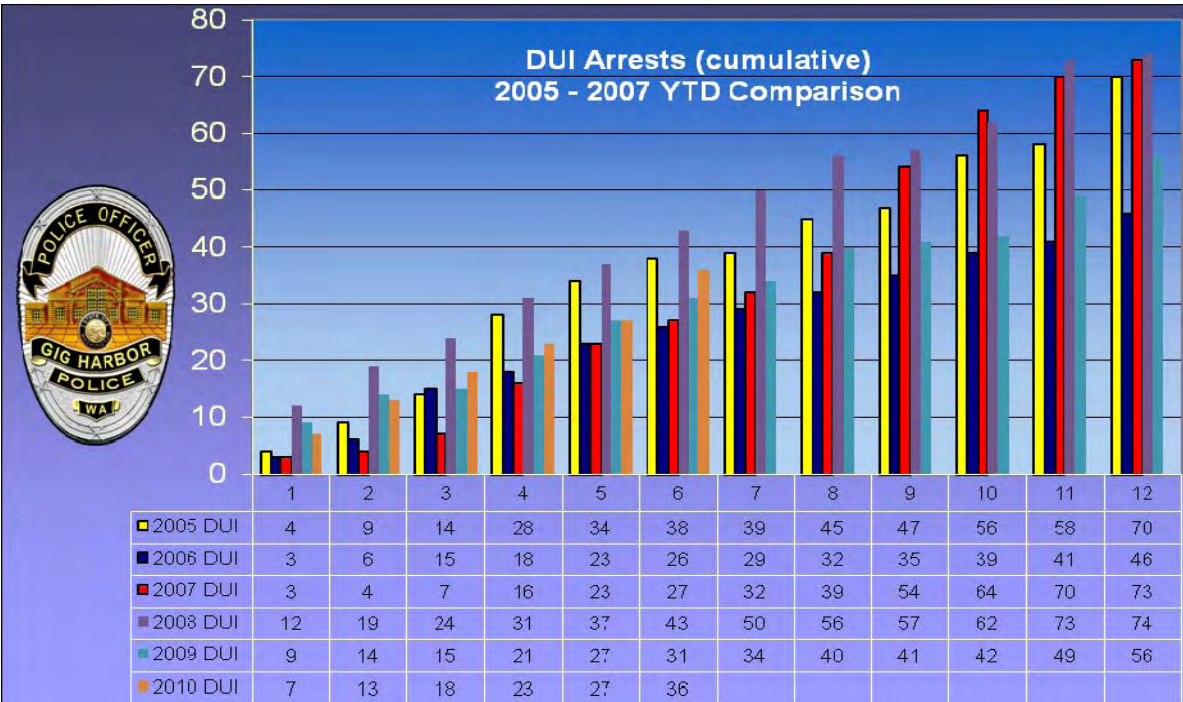
Below you will find a graphical rendition of our performance measures and workload indicators 2010 YTD along with a historical perspective going back to 2005.











## 2<sup>nd</sup> Quarter Crime Report

Year-to-date (through May 2010) there were **353 incidents** within the city of **Gig Harbor**. Over all we saw a 27% decrease in all reported crime through May of this year. The most notable increase has again been in burglaries at 44%. This is the same trend we saw in 2009 from our UCR.

Kidnap/Child Lure					
	March 2009	March 2010	Year-To-Date (through Mar 2009)	Year-To-Date (through Mar 2010)	Year-To-Date Percent Change
<a href="#">Child Luring</a>	1	0	1	1	0%
<a href="#">Kidnapping (restrain or abduct)</a>	0	0	0	0	0%
<b>Kidnap/Child Lure Total:</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0%</b>

Violent Crimes					
	March 2009	March 2010	Year-To-Date (through Mar 2009)	Year-To-Date (through Mar 2010)	Year-To-Date Percent Change
<a href="#">Aggravated Assault</a>	1	1	2	2	0%
<a href="#">Non Aggravated Assault</a>	1	1	7	5	-29%
<a href="#">Homicide</a>	0	0	0	0	0%
<i>Business Robbery:</i>	0	2	0	3	N/A
<i>Residential Robbery:</i>	0	0	1	0	-100%
<i>Street Robbery:</i>	2	0	3	0	-100%
<i>Other Robbery:</i>	0	0	1	0	-100%
<a href="#">Robbery</a>	2	2	5	3	-40%
<b>Violent Crimes Total:</b>	<b>4</b>	<b>4</b>	<b>14</b>	<b>10</b>	<b>-29%</b>

Property Crimes					
	March 2009	March 2010	Year-To-Date (through Mar 2009)	Year-To-Date (through Mar 2010)	Year-To-Date Percent Change
<i>Residential Arson:</i>	0	0	0	0	0%
<i>Non-Residential Arson:</i>	0	0	0	0	0%
<a href="#">Arson</a>	0	0	0	0	0%
<a href="#">Motor Vehicle Theft</a>	0	3	4	5	25%
<i>Gas Station Runouts:</i>	0	0	0	2	N/A
<i>Mail Theft:</i>	0	0	1	1	0%
<i>Shoplifting:</i>	6	3	20	14	-30%
<i>Theft from Vehicle:</i>	16	11	28	21	-25%
<i>Trailer Theft:</i>	0	0	0	1	N/A
<i>Boat Theft:</i>	1	0	1	0	-100%
<i>Other Theft:</i>	4	4	13	13	0%

<a href="#">Theft</a>	27	18	63	52	-17%
<i>Residential Burglary:</i>	3	3	6	9	50%
<i>Non-Residential Burglary:</i>	8	9	11	19	73%
<a href="#">Burglary</a>	11	12	17	28	65%
<i>Residential Vandalism:</i>	14	10	33	26	-21%
<i>Non-Residential Vandalism:</i>	0	0	1	1	0%
<a href="#">Vandalism</a>	14	10	34	27	-21%
<b>Property Crimes Total:</b>	<b>52</b>	<b>43</b>	<b>118</b>	<b>112</b>	<b>-5%</b>

Drug Crimes					
	March 2009	March 2010	Year-To-Date (through Mar 2009)	Year-To-Date (through Mar 2010)	Year-To-Date Percent Change
<a href="#">Drug Possession (Methamphetamine)</a>	0	1	1	2	100%
<a href="#">Drug Sale/Manufacture (Methamphetamine)</a>	0	0	1	0	-100%
<a href="#">Drug Possession (Other)</a>	6	6	13	20	54%
<a href="#">Drug Sale/Manufacture (Other)</a>	2	1	4	5	25%
<b>Drug Crimes Total:</b>	<b>8</b>	<b>8</b>	<b>19</b>	<b>27</b>	<b>42%</b>

Warrant Arrests, Fraud, Traffic, and Other Incidents					
	March 2009	March 2010	Year-To-Date (through Mar 2009)	Year-To-Date (through Mar 2010)	Year-To-Date Percent Change
<a href="#">Weapons Violations</a>	2	0	5	0	-100%
<a href="#">Warrant Arrests</a>	5	3	21	9	-57%
<a href="#">Fraud or Forgery</a>	4	5	24	15	-37%
<a href="#">Criminal Traffic</a>	26	15	117	53	-55%
<a href="#">Liquor Law Violations</a>	4	1	8	8	0%
<a href="#">Telephone Harassment</a>	1	0	2	5	150%
<a href="#">Intimidation</a>	3	0	5	1	-80%
<a href="#">Possession of Stolen Property</a>	3	0	3	2	-33%
<b>Warrant Arrests, Fraud, Traffic, and Other Incidents Total:</b>	<b>48</b>	<b>24</b>	<b>185</b>	<b>93</b>	<b>-50%</b>

Other Crimes					
	March 2009	March 2010	Year-To-Date (through Mar 2009)	Year-To-Date (through Mar 2010)	Year-To-Date Percent Change
<a href="#">Criminal Trespass</a>	0	1	1	4	300%
<a href="#">Failure to Register/Sex Offender</a>	0	0	0	0	0%
<a href="#">Simple assaults</a>	0	0	0	0	0%
<a href="#">Trafficking in Stolen Property</a>	0	0	0	0	0%
<b>Other Crimes Total:</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>300%</b>

<b>Totals</b>					
	March 2009	March 2010	Year-To-Date (through Mar 2009)	Year-To-Date (through Mar 2010)	Year-To-Date Percent Change
<b>Grand Total:</b>	<b>113</b>	<b>80</b>	<b>338</b>	<b>247</b>	<b>-27%</b>

###

**PROCLAMATION OF THE MAYOR  
OF THE CITY OF GIG HARBOR**

*Consent Agenda - 3a*

**WHEREAS**, Jon Vernhardsson and Jonina Sigurdardottir emigrated separately from Iceland to Canada, met in Alberta and then moved to Washington State, first to Kalama, then Hoquiam, and in 1910 to the fishing village of Gig Harbor; and

**WHEREAS**, Jon bought land at the north end of the harbor, cleared it and started a berry farm. The climate of this area being remarkably well suited to berry culture, many other entrepreneurs also started their own horticultural enterprises. Jon was elected President of the Berry Growers Association. He also was elected to the co-op electrical company, as a chairman of the bank and to a position on the School Board. The Community Hall at the northern bend of Harborview Ave. also bore his mark; and

**WHEREAS**, Jon held the conviction that women had both the capacity and the will to achieve in higher education and he saw his daughters, Sarah & Lillian finish their education as teachers and to serve many years in the public schools of Gig Harbor and Tacoma. His step-daughter, Sadie, was one of the first female radio talk-show (KMO) hostesses in the country, for a very popular children's show. Sam, Jon's step-son, served as the youngest Grand Mason in the U.S. at that time, John Paul Jones Chapter, Order of Mason's; and

**WHEREAS**, for duty to his countrymen, Jon's step-son, Sam survived as a decorated World War One Marine, served his adopted country and returned to his family with honor; and

**WHEREAS**, The Vernhardson family are sponsoring a reunion of Icelandic relatives, on the weekend of September 10<sup>th</sup>, 2010 to celebrate the arrival of their ancestors 100 years ago to this fortunate place;

**NOW, THEREFORE**, I, Charles Hunter, Mayor of the City of Gig Harbor, do proclaim September 10, 2010 as

**Vernhardson Family Day**

And invite all citizens of Gig Harbor to join me in recognition of the contribution of Jon Vernhardson and his family during this weekend celebration. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 26<sup>th</sup> day of July, 2010.

\_\_\_\_\_  
Mayor, City of Gig Harbor

\_\_\_\_\_  
Date

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS, Chapel Hill Presbyterian Church in Gig Harbor has worked around the world on humanitarian issues; and*

*WHEREAS, for the first time in the United States, Chapel Hill, along with the Musalaha organization will bring together 27 young adults from Israel, Palestine, and the South Sound for a peace and reconciliation conference in Gig Harbor called Sound and Sand; and*

*WHEREAS, these young adults will live here together for two weeks camping, climbing mountains, kayaking, and exploring while learning to talk and listen to each other; and*

*WHEREAS, the hope of the Sound and Sand Encounter is that bridges will be built between participants in a way that will encourage mutual involvement and increasing knowledge of their counterparts; and*

*WHEREAS, from this process it is hoped a new type of leader will emerge: a learner and a lover of all people; and*

*WHEREAS, this is the first half of the Sound and Sand encounter with the second being in Wadi Rum, Jordan in April 2011 where these young adults will be challenged to become agents of peace and change; and*

*NOW THEREFORE, I, Chuck. Hunter, Mayor, do hereby proclaim Sound and Sand a*

## ***Valuable Asset to Gig Harbor***

*and I urge all citizens to recognize and applaud Chapel Hill and Musalaha for their efforts towards peace in the Middle East.*

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

\_\_\_\_\_  
Date

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 7/06/10

UBI: 603-025-687-001-0001

License: 403430 - 1U County: 27
Tradename: GREENHOUSE RESTAURANT
Loc Addr: 4793 POINT FOSDICK DR NW #400
GIG HARBOR WA 98335-2315

Mail Addr: 4423 POINT FOSDICK DR NW #400
GIG HARBOR WA 98334-2315

Phone No.: 253-851-2008 EVELYN HOGAN-LYNN

APPLICANTS:
GREENHOUSE RESTAURANT, LLC
HOGAN-LYNN, EVELYN 1939-08-03
LYNN, GENE E
(Spouse) 1931-10-27
GREEN, ROBERT
1967-06-10

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

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?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

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

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 07/09/2010

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR (BY ZIP CODE) FOR EXPIRATION DATE OF 20101031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. DNP ENTERPRISES, LLC	CIGAR & WINE 1225 CENTER DR STE 120 DUPONT WA 98237 0000	088899	BEER/WINE SPECIALTY SHOP
2. S SQUARED, LLC	MORSO 9014 PEACOCK HILL AVE GIG HARBOR WA 98332 1029	405678	TAVERN - BEER/WINE OFF PREMISES
3. THE GIG HARBOR YACHT CLUB	GIG HARBOR YACHT CLUB 8209 STINSON AVE GIG HARBOR WA 98335 0000	077100	PRIVATE CLUB - SPIRITS/BEER/WINE
4. JJ & JU CORPORATION	MIZU JAPANESE STEAKHOUSE 3116 JUDSON ST GIG HARBOR WA 98335 1222	085495	SPIRITS/BR/WN REST LOUNGE +
5. THE WINE STUDIO LLC	THE WINE STUDIO 3123 56TH # 5 ST NW GIG HARBOR WA 98335 1363	080669	BEER/WINE SPECIALTY SHOP
6. THE BARTELL DRUG COMPANY	BARTELL DRUG COMPANY #39 5500 OLYMPIC DR GIG HARBOR WA 98335 1487	077055	GROCERY STORE - BEER/WINE
7. GALAXY THEATRES, LLC	GALAXY UPTOWN 4649 POINT FOSDICK DR NW GIG HARBOR WA 98335 1707	402683	BEER/WINE REST - BEER/WINE



NOTICE OF LIQUOR LICENSE APPLICATION



MVG

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD  
License Division - 3000 Pacific, P.O. Box 43075  
Olympia, WA 98504-3075  
Customer Service: (360) 664-1600  
Fax: (360) 753-2710  
Website: www.liq.wa.gov  
DATE: 7/19/10

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 602-342-738-001-0048  
License: 076448 - 1U County: 27  
Tradename: FRED MEYER #601  
Loc Addr: 5500 OLYMPIC DR BLDG B  
GIG HARBOR WA 98335  
Mail Addr: PO BOX 42121  
PORTLAND OR 97242-0121  
Phone No.: 253-858-4100

APPLICANTS:  
FRED MEYER STORES, INC.

Privileges Upon Approval:  
DIRECT SHIPMENT RECEIVER-IN/OUT WA  
GROCERY STORE - BEER/WINE  
BEER AND WINE TASTING

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.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process)   |                          |                          |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. |                          |                          |

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



Business of the City Council  
City of Gig Harbor, WA

**Subject:**  
Well No. 11 Test Well Development –  
Consultant Services Contract/Carollo  
Engineers  
**Proposed Council Action:**

Authorize the Mayor to execute a Consultant  
Services Contract with Carollo Engineers for  
an amount not to exceed \$99,804.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm *AD*

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

**Exhibits:** Consultant Services Contract,  
Scope of Services, and Schedule  
of Charges

Initial & Date

**Concurred by Mayor:** *CLH July 19/10*

**Approved by City Administrator:** *RJK*

**Approved as to form by City Atty:** *APPROVED BY EMAIL*

**Approved by Finance Director:** *JDR 7/19/10*

**Approved by Department Head:** *[Signature] 7/20/10*

<b>Expenditure Required</b>	\$99,804	<b>Amount Budgeted</b>	\$350,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The City's available instantaneous water supply has been steadily diminishing due to increased water demands and water capacity reservations within the City of Gig Harbor's water service area. Currently, if the City's highest production supply well was taken out of service during the peak summer season, the remaining supply wells would likely not be able to meet the City's water demands. To augment the available water supply for current and future customers, the development of new supply wells is proposed in the City's 2010 Water Division Capital fund. These conclusions are also identified in the City's Comprehensive Plan and the City's Water System Plan.

Initially the City contracted with the Carollo Engineers in July 2008 for assistance with completing an existing August 2000 water right application for Well No. 9 (Gig Harbor North Well) and starting a new water right application for Well No. 10 (Crescent Creek Well). However, based on the review of a well siting evaluation matrix performed in September 2009, the potential risks associated with placement of Well No. 9 and with the limited capacity shown from the Well No. 10 pump test indicate these two options are not reasonable alternatives at this time.

The City's 2010 budget identifies work being performed for development of a new deep aquifer well, also known as Well No. 11. On January 11, 2010 the City Council authorized a consultant services contract with Carollo that provided for preliminary well site evaluations, calibration of the

City's water system model, finalizing the well siting evaluation matrix for use in the well evaluation and preliminary design specifications for the new deep aquifer well. Based on information recommended from the January 2010 contract work a test well should be drilled and verified.

This proposed contract establishes development of a test well based on results of the previous Well No. 11 evaluation. This scope of work includes preparing of drilling specifications, observing test well drilling, conducting a pump test, and providing a report on the development of the test well.

**FISCAL CONSIDERATION**

The 2010 Water Capital Fund has allocated the following for this project:

2010 Budget for Deep Aquifer Well Development, Water Capital, Objective No. 1	\$ 350,000
Anticipated 2010 Expenses:	
Carollo Consultant Services Contract – Well 11 Evaluation	\$ (44,920)
Carollo Consultant Services Contract – Well 11 Test Well Development	\$ (99,804)
<i>Well Drilling Public Works Contract</i>	<i>\$ (200,000)</i>
<b>Estimated Remaining 2010 Budget =</b>	<b>\$ 5,276</b>

Note: Expenses in *italics* are estimated.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute a Consultant Services Contract with Carollo Engineers for an amount not to exceed \$99,804.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
Carollo Engineers**

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

**RECITALS**

WHEREAS, the City is presently engaged in the development of Well No. 11 and desires that the Consultant perform design and engineering 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 **Ninety-nine Thousand, Eight Hundred and Four Dollars and Zero Cents (\$99,804.00)** 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 – Fee Schedule**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B-1 and B-2** or bill at rates in excess of the hourly rates shown in **Exhibit B-1 and B-2**, 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 December 31, 2011; 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:  
Carollo Engineers  
ATTN: Lara Kammereck, P.E.  
1218 Third Avenue, Suite 1600  
(206) 684-6532 FAX (206) 903-0419

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

**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\_\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A - SCOPE OF WORK AND BUDGET

### City of Gig Harbor Well #11 – Test Well Development

#### PURPOSE

Carollo Engineers' team performed services to assist the City of Gig Harbor (City) with water rights assistance for Well 9 (deep well) and siting, drilling, permitting, and pre-design for Well 10 (shallow well) to augment the City's water supply. The findings from these services indicated that an evaluation of all potential, future source locations should be completed before the City finalized plans for the next well construction project. To assist the City in their decision making, the Well Matrix Evaluation was completed, in which seven options at six locations were evaluated to determine the highest priority project. The evaluation identified two locations within the City water service area as the best potential sites for a new Well 11: the Skansie tank and Grandview Park sites.

Given the limited nature of local and regional information for the deep aquifer system near the City, it is prudent to plan the drilling of a test well to verify the existence of the deep unit and to attempt to characterize its water production capabilities. The purpose of this Scope of Work is to provide site selection, test-drilling assistance and source selection for Well 11.

Carollo Engineers will again lead the consultant team (Team) and will be assisted by Robinson Noble, Inc and PriZm Surveying. Carollo Engineers is an environmental engineering firm specializing in the planning, design and construction of water and wastewater facilities. Carollo has provided support to numerous Washington municipalities for groundwater supply planning and development, most recently the Cities of Auburn and Lacey, and Clallam County. Robinson Noble is a locally based (Tacoma, WA) geologic and environmental consulting firm specializing in the development and protection of groundwater resources. They have designed wells for nearly every drilling method, well application, and hydrogeologic setting in the Pacific Northwest. Carollo and Robinson Noble team members have provided assistance to the City of Gig Harbor on several projects including the Water Comprehensive Plan Update, assisting with the development of Well 10, water rights assistance with Well 11, updating the City's water hydraulic model, and the drilling of Wells 3,4,and 6. PriZm Surveying has worked extensively with the City on previous projects and understands the City's standards. Projects include the City's wastewater treatment plant and Well 10.

The following scope of services was prepared based on the Team's understanding of the project objectives and goals expressed during recent discussions with City staff.

#### **Task 1 – Project Management**

The objective of this task is to track and execute the project in accordance with the schedule, budget, and quality expectations that are established. This task includes the following project management work activities:

- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, estimated cost at completion, and manage activities within total project budget.
- Monitor project activities for potential changes, anticipate changes whenever possible, and with City approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
- Manage the quality control of all work activities and project deliverables.

**Meetings**

- One Team kick-off meeting

**Assumptions**

- Project duration is 12 months

**Deliverables**

- Scope of services, project budget and schedule
- Monthly progress report and invoice
- Kick-off meeting minutes
- Written documentation of amendments to the scope of services and associated budget

**Task 2 – Site Selection**

This task will assist the City with the selection of the final site for Well 11. It also includes effort to provide data for the City to obtain source approval and in collaboration with the water rights effort with the City's Water Rights Attorney, Tom Mortimer. Tasks include:

**2a: Site Selection**

The Carollo Team will perform a site visit to both the Skansie tank and Grandview Park well locations. After the site visit is completed, a site selection meeting with City Staff and the City's Water Rights Attorney will be held to finalize the test and production wells site. The meeting will include a review of preliminary discussions with the Department of Ecology and the Well Evaluation Matrix. A summary of the selected site will be provided to City's Water rights attorney.

**2b: Source Approval Support**

The Carollo Team will assist the City, as needed, with site and source approvals from the Washington State Departments of Ecology and Health and the Tacoma-Pierce County Health Department. A boundary survey of the selected site will be required for site approval and

completed under this task. The following activities are assumed for completion of the boundary survey:

- Determination of the legal description of the subject parcel using public records. Perform additional field work as necessary to measure the positions of the controlling monuments for the legal description of the subject property. Using the measured data and record data obtained from research, calculate the parcel boundary.
- Field stake the property corners and line stakes as necessary, setting either an iron bar with plastic cap at each angle point along the exterior of the parcel boundary or a wooden stake at designated intervals along property lines.
- Reduce field notes, plot data obtained from the fieldwork, and prepare an 18" X 24" Record of Survey map to be filed with the Pierce County Auditor, per state regulations.

### **Meetings**

- One site visit of both potential well locations
- One Site Selection Matrix Workshop with City Staff and Tom Mortimer

### **Assumptions**

- All sites can be visited in one day.
- For survey:
  - Vertical and horizontal project datum will be per Pierce County published data.
  - Surveyor will contract with a utility locate service to identify any underground utilities in these areas prior to the survey, so that they may also be located and shown on the final map. Temporary benchmarks will be set at convenient locations for your future reference.
  - The boundary survey recording fee for this instrument is determined by Pierce County and is considered a reimbursable expense.
- No water rights support is included. It is expected that the water rights processing work will be managed by Mr. Mortimer; the Team's services to support that process will be conducted a separate request.

### **Deliverables**

- 18" X 24" Record of Survey map to be filed with the Pierce County Auditor
- Summary of site selection results for the City's Water Rights Attorney

### **Task 3– Test Well Construction**

This task will be primarily led by Robinson Noble (RN). The test well will be a nominal 8-inch bore hole that will explore through three or more aquifer systems and be drilled by a City selected contractor. The Carollo team will provide hydrogeologic assistance. Tasks include:

#### Task 3a: Prepare Drilling Specification/ Pre-Construction Activities

The Carollo team will prepare technical specifications for test well drilling to be included with the City's standard specifications for bidding well construction projects. The Carollo team will also provide permitting assistance (land use permits, regulatory approvals, SEPA, etc.) to the City as requested. The City will lead the permitting effort.

The City will select and hire the contractor. After a contractor has been selected, RN will organize and lead a pre-construction meeting at the site between the Carollo team, City representatives, and the Contractor to review the contract details, discuss site logistics, and define the expected work schedules. RN will also review Contractor invoices before they are submitted to the City for payment.

#### Task 3b: Observe Test Well Drilling

A qualified hydrogeologist will observe the well drilling, keep a hydrogeologic log of the boring, collect aquifer samples, and keep the City informed of the Contractor's progress. The proposed drilling method is fluid rotary drilling. This method is primarily used in the Pacific for relatively deep exploration drilling, and is more continuous (less prone to start-and-stop activities) than the cable-tool method used at the shallow Well 10. A drill bit on the bottom of a string of drill rods is rotated in a borehole. The bit breaks the material at the bottom of the hole into small pieces (cuttings). The cuttings are removed by pumping drilling fluid (water or water mixed with a fluid enhancer, such as bentonite) down through the drill rods and bit and up the annulus between the borehole and the drill rods. The drilling fluid also serves to lubricate and cool the drill bit and to stabilize the borehole wall. The timing of what layer the drill will hit is somewhat unpredictable, thus a hydrogeologist must be present full-time to be available when needed.

#### Task 3c: Provide Test Well Completion Design

At the conclusion of drilling, the hydrogeologist will conduct a borehole resistivity survey and a natural gamma log to help determine aquifer thickness and characteristics (if present). Selected aquifer samples will be dried and sieved in our soils laboratory for a grain-size analysis. The geophysical logs will be compared to the geologic log and the aquifer grain size results. If a suitable aquifer sequence is found, our hydrogeologist will perform a more extensive sieve analysis of the samples collected during Task 3b. The final screen design will be reviewed and approved by the City before completion materials are purchased and installed by the drilling contractor.

If a suitable aquifer is not identified, a final report will be provided at the end of Task 3c. The report will include a location map, lithologic and geophysical logs, sieve analyses, and recommendations for the final disposition of the well (conversion to a monitoring well, decommissioning, etc.).

Task 3d: Observe Well Construction and Screen Development

A qualified hydrogeologist will observe well construction and keep the City informed of the Contractor's progress. The hydrogeologist will be on site during selected phases of construction, completion, and well development.

Task 3e: Conduct Pumping Test

At the conclusion of the development procedures, the contractor will set a temporary pump in the well and conduct a variable-rate, or step test. This testing will help determine the well capability and help define a testing rate for a long-term, constant-rate 24-hour test.

Automatic water level sensing devices will be installed in the well prior to conducting a 24-hour well test. During the 24-hour test, the automatic data will be backed up by manual measurements at appropriate intervals. At the end of the 24-hour test, water quality samples will be transported to the City's contract laboratory. Water level monitoring will continue for at least 24-hours after the end of pumping.

If after preliminary analysis of the test results, it is determined that testing of the existing production well on the site is warranted, RN will schedule and direct a test of the production well while monitoring responses in the test well. This additional test will be dictated by system constraints, the production well configuration, and the level of response noted in the first testing effort. This test is not expected to require more than 24-hours of production. As with the first test, water levels will be monitored a minimum of 24 hours both before and after the pumping event.

Meetings

- Contractor selection meeting with the City (if requested)
- Pre-construction meeting and site visit with the Team, Contractor and the City

Assumptions

- The City will select and hire the well drilling company under a separate contract.
- Well construction will last approximately two months. Forty days of field time are estimated for the hydrogeologic oversight of the drilling and testing.
- Water Quality testing will be handled by the City's selected lab (and the State Department of Health for the radionuclide analysis). The Team can transport samples to the lab if

requested, but the laboratories are not included as subcontractors and will bill the City directly.

- The City will lead any permit acquisition efforts, with assistance by the Carollo team as requested. Assistance is limited to a maximum of 16 hours under this scope.

#### **Deliverables**

- Well Drilling Contract Technical Specifications
- Pre-Con Meeting minutes

#### **Task 4 – Test Well Evaluation**

This task will review the test well construction results and develop a recommendation for a future production well. Tasks include:

##### **4a: Preliminary Report of Findings**

The data generated during testing will be analyzed to evaluate both water quantity and quality. The aquifer capabilities will be characterized and used to determine if a production well project should proceed. The initial results will be summarized in a preliminary drilling report. The report will include draft versions of the drilling and construction details, geophysical logs, and test results (including water quality, if available) expected to be completed for Task 4c below. The initial recommendations will also be included.

##### **4b: Team Review Meeting**

The findings from Task 4a will be presented in a meeting with City Staff. The meeting will discuss the testing and water quality results and the Team's preliminary recommendations. Then, in cooperation with the City, it will be determined whether drilling should proceed. The Team will assist with defining the expected project schedule and next planning steps if the City decides to move forward with the production well. City comments, concerns, or recommendations will be incorporated into the final Well Evaluation TM completed in Task 4c.

##### **4c: Well Evaluation TM**

The recommendations will be summarized in a final Well Evaluation Memorandum. This will include information and analysis required by the Washington State Departments of Ecology and Health for a new groundwater source. The report will include a location map, lithologic and geophysical logs, well completion details, graphic analysis of the well test along with test data, and water quality testing results.

**Meetings**

- Team meeting to review drilling results
- Meeting with City and Team to discuss recommendations and planning

**Assumptions**

- Only one meeting with City staff is anticipated. Assistance to the City with a presentation to City Council of the project results can be provided if requested, however, this is not included in the scope.
- Radionuclide results are not expected to be available for the final reports. Results will be sent directly to the City, usually 30 to 60 days after sampling. These results are not anticipated to be critical to the results or recommendations.

**Deliverables**

- Preliminary well construction report – Electronic Copy (PDF, Word, Excel), 4 Hard Copies
- Final Well Evaluation Memorandum – Electronic Copy (PDF, Word, Excel), 4 Hard Copies





**EXHIBIT B1 – CAROLLO FEE SCHEDULE**

**As of March 1, 2010**

	<u>Hourly Rate</u>
<b>Engineers/Scientists</b>	
Assistant Professional	\$125.00
Professional	158.00
Project Professional	189.00
Lead Project Professional	205.00
Senior Professional	226.00
Senior Process Specialist	315.00
<b>Technicians</b>	
Technicians	95.00
Senior Technicians	137.00
<b>Support Staff</b>	
Document Processing / Clerical	81.00
<b>Project Equipment Communication Expense (PECE) Per DL Hour</b>	<b>9.00</b>
<b>Other Direct Expenses</b>	
Travel and Subsistence	at cost
Mileage	IRS Reimbursement Rate
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

EXHIBIT B2 - ROBINSON NOBLE FEE SCHEDULE



ROBINSON<sup>™</sup>  
NOBLE

**General Fee Schedule**

**June 2010**

<b>Professional Position</b>	<b>Typical Duties</b>	<b>Fee Per Hour</b>
<b>Principal Engineer/ Hydrogeologist/ Environmental Scientist</b>	Service requiring the scientific expertise of company principals. Includes top-level project review and control, client liaison.	\$128 - \$170
<b>Senior Associate Hydrogeologist/Engineer/ Environmental Scientist</b>	Senior Associate-level project management, client liaison, field services, project analysis, and report writing.	\$116 - \$150
<b>Associate Engineer/ Hydrogeologist/ Environmental Scientist</b>	Associate-level project management, client liaison, field services, project analysis, and report writing.	\$106 - \$128
<b>Senior Engineer/ Hydrogeologist/ Environmental Scientist</b>	Senior-level project management, client liaison, field services, data interpretation and analysis, and report writing.	\$96 - \$128
<b>Senior Project Engineer/ Hydrogeologist/ Environmental Scientist</b>	Senior project level field services; data collection, reduction, interpretation and analysis; and report writing.	\$96 - \$128
<b>Project Engineer/ Hydrogeologist/ Environmental Scientist</b>	Field services; data collection, reduction, interpretation and analysis; and report writing.	\$96 - \$106
<b>Draftsperson/Technician</b>	Technical illustration/CADD, production layout, technical aide.	\$75 - \$86
<b>Legal Support/Testimony</b>	Expert witness services.	150% of above rates

<b>Service Category</b>	<b>Typical Duties</b>	<b>Fee Per Hour</b>
<b>Senior Field Staff/Field Staff</b>	Field support services (non-degreed staff) 4-hour minimum	\$65 - \$80
<b>Administrative Services</b>	Contracts, technical specifications, administrative tasks, grammatical editing.	\$65 - \$75
<b>Typist/Clerical Support</b>	Word processing, report preparation or reproduction, general office tasks	\$60 - \$65
<b>Subcontracts/ Management Fee</b>	Professional Services	15%
	Outside Laboratory Services	15%
	Construction Subcontracts	15%
<b>Other Costs</b>	Travel (Auto)	\$0.62/mile
	Travel (Other)	Cost +10%
	Per Diem	Prevailing State wage +10%
	Other Direct Expenses	Cost +10%
	Field and Laboratory Testing/ Equipment Rental	See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Hydrogeologic Equipment Rental Schedule  
June 2010

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
<b>Water Level Transducer and Data Logger</b>	First five days	\$80
	Each day thereafter	\$27.50
<b>Field Laptop Computer</b>	Per day	\$30
<b>Electric Water Level Sounder(s)</b>	<b>0 to 300 ft</b>	Flat fee per project
	<b>over 300 ft</b>	Flat fee per project
		\$30
		\$60
<b>DC Submersible Purge Pump (Single Stage)</b>	Per pump	\$80
<b>DC Submersible Purge Pump (Dual Stage)</b>	Per pump	List price + 10%
<b>Double-Ring Infiltrometer</b>	Per day	\$50
<b>Schonstedt Gradient Magnetometer</b>	Per day	\$75
<b>Geonics EM-61 Metal Detector</b>	Per day	\$500
<b>Downhole Gamma/Resistivity/Temperature Logging Equipment (includes Draw Works)</b>	Per day	\$1,100
<b>Downhole Analog Caliper Logging Equipment</b>	Per well	\$100
<b>Draw Works</b>	Per well	\$525
<b>Mechanical Sieve Sample Equipment</b>	Flat fee per well	\$50
<b>2-inch Gasoline-powered Centrifugal Pump (includes hoses)</b>	Per day	\$55
<b>2-inch Submersible Pump + Controller</b>	Per day	\$180
<b>Generator</b>	Per day	\$70
<b>Survey Gear (laser level &amp; rod)</b>	Per day	\$85
<b>FlowTracker Acoustic Doppler Velocimeter Stream Gaging Equipment</b>	Per day	\$200
<b>GPS</b>	Per day	\$22.50
<b>Other Equipment</b>	Negotiated	Negotiated

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Environmental Equipment Rental and Consumable Schedule**  
**June 2010**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
<b>Water level transducer and data logger</b>	Per day	\$100
<b>Field Laptop Computer</b>	Per day	\$50
<b>Electronic Water Level Sounder</b>	Per day	\$30
<b>Electronic Interface Probe</b>	Per day	\$75
<b>DC Submersible Purge Pump (Single stage)</b>	Per pump	\$80 first pump, \$40 each
<b>DC Submersible Purge Pump (Dual Stage)</b>	Per pump	List price + 10%
<b>DC-operated Peristaltic Pump</b>	Per day	Additional pump \$40
<b>2-inch Gasoline-powered Centrifugal Pump</b>	Per day	\$100
<b>2-inch Submersible Pump + Controller</b>	Per day	\$350
<b>Generator</b>	Per day	\$60
<b>Low-Flow Bladder Pump</b>	Per day	\$175
<b>Photoionization Detector</b>	Per day	\$75
<b>Combustible Gas Indicator</b>	Per day	\$65
<b>Water Quality Meter</b>	Per day	\$200
<b>Teflon Water Bailer</b>	Per day	\$30
<b>Soil Sampling Equipment (manual)</b>	Per day	\$25
<b>Soil Sampling Equipment (power)</b>	Per day	\$40
<b>Mechanical Sieve Sample Equipment</b>	Flat fee per project	\$25
<b>Survey Gear (laser level &amp; rod)</b>	Per day	\$80
<b>Soil Vapor Extraction System</b>	Per Month	\$750
<b>Atmospheric Condition Monitoring Unit</b>	Per day	\$50
<b>Other Equipment</b>	Negotiated	Negotiated
<b><u>Consumable Items:</u></b>		
<b>Polyethylene Purge/Sampling Tubing</b>	Each 10 feet	\$2.50
<b>Silicone Peristaltic Pump Head Tubing</b>	Each foot	\$4.00
<b>Bladders for Low-Flow Bladder Pump</b>	Each	First 3 Free - \$5.00 each additional bladder
<b>Water Sample Bailer</b>	Each	\$10
<b>Bailer Rope/String</b>	Each 10 feet	\$1.00
<b>Personal Protection Equipment</b>	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.  
 Robinson Noble, Inc.

**Geotechnical Field and Laboratory Testing Schedule  
June 2010**

<b>Test</b>		<b>Fee</b>
<b>Slope Inclinator</b>	Per day	\$250
<b>Direct Shear</b>	Point	\$200
<b>Moisture-Density Relationship Curves:</b>	Each	1 pt \$120
	Each	Multiple pts \$190
<b>Sieve Analyses (Gradations-Wet Sieve)</b>	Each	\$140
<b>Hydrometer Analysis</b>	Each	\$165
<b>Falling Head Permeability</b>	Each	\$165
<b>Atterberg Limits (Liquid Limit or Plastic Limit)</b>	Each	\$100
<b>Moisture Content</b>	Each	\$10
<b>Dynamic Cone Penetrometer Points</b>	Day	\$225
	Each	\$20

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.



**Subject: Environmental Liability Insurance for the City-owned Stutz Dock property at 3003 Harborview Drive.**

**Proposed Council Action:**

**Authorize the Mayor to Purchase Environmental Liability Insurance for the City-owned Stutz Dock property at 3003 Harborview Drive. Premium amount not to exceed \$50,000.**

**Dept. Origin: Administration**

**Prepared by: Rob Karlinsey**

**For Agenda of: July 26, 2010  
Exhibits:**

Initial & Date

**Concurred by Mayor:**

CLH 7/20/10

**Approved by City Administrator:**

PK 7/19/10

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

VIA EMAIL

**Approved by Finance Director:**

CR 7/20/10

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

Expenditure	Amount	Appropriation
Required: Up to \$50,000	Budgeted: \$334,219	Required: \$0

**INFORMATION / BACKGROUND**

The City recently purchased the Stutz Dock property (aka "Madison Shores") located at 3003 Harborview Drive. As part of the funding for this acquisition, \$334,219 remains for property development. Of this amount, the Mayor and City Administrator recommend spending up to \$50,000 of the \$334,219 for environmental liability insurance.

The insurance would cover investigation and cleanup directives from local, state, or federal regulatory agencies regarding existing sources of contamination (including any existing sources that may not have been discovered). The policy would not cover new releases resulting from any operations that the City introduces to or City development on the property. The policy does exclude a minor amount of identified near-surface contamination, and also requires the City to follow the requirements of the existing environmental covenant on the Property. The "insured location" includes the immediately adjacent DNR leased aquatic lands.

The City has obtained quotes from several insurance companies. The lowest premium that meets the City's needs for the property came in at \$46,254, provided by XL Insurance. This premium amount would purchase environmental liability coverage for the property for 10 years. The policy limit is \$1 million with a \$25,000 deductible applicable to each new occurrence. Other exclusions and restrictions apply.

The city administrator is currently going through the application process for the property. The \$46,254 quote should stay the same unless the application process produces additional information that could alter the insurance company's proposal.

**FISCAL CONSIDERATION**

As part of the funding for acquisition of the Stutz Dock property, \$334,219 remains for property development. Of this amount, the Mayor and City Administrator recommend spending up to \$50,000 of the \$334,219 for environmental liability insurance.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to: Authorize the Mayor to Purchase Environmental Liability Insurance for the City-owned Stutz Dock property at 3003 Harborview Drive. Premium amount not to exceed \$50,000.**





**Subject:** (CSSP 0913) Lift Station No. 6A – Consultant Services Contracts / Geological Engineering Services.

**Proposed Council Action:** Authorize the Mayor to execute a Consultant Services Contract with HWA Geosciences, Inc. for an amount not-to-exceed \$5,555.

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

**Prepared by:** Emily Appleton, PE  
Senior Engineer

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

**Exhibits:** Consultant Services Contracts

	Initial & Date
<b>Concurred by Mayor:</b>	<u>CLH</u> 7/20/10
<b>Approved by City Administrator:</b>	<u>PK</u>
<b>Approved as to form by City Atty:</b>	Approv via email 7/19/10
<b>Approved by Finance Director:</b>	<u>SPR</u> 7/19/10
<b>Approved by Department Head:</b>	<u>Atm</u> 7/20/10

Expenditure Required	\$5,555.00	Amount Budgeted	\$700,000	Appropriation Required	0
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**INFORMATION / BACKGROUND**

The City is pursuing the in-house design of the sewer improvements required at Lift Station No. 6. In order to further these efforts, staff needs outside support to obtain a topographic survey, detailed renderings of proposed alternatives and geological engineering services. These will be used to further develop the preliminary design and to reliably depict and estimate the various costs associated with each option for housing the equipment and controls at the upgraded lift station. Staff has negotiated with Prizm Surveying, Inc., Sitts & Hill Engineers, Inc., and HWA Geosciences, Inc., to assist in the performance of these services. The contracts with Prizm Surveying, Inc. and Sitts & Hill Engineers, Inc. were approved at the July 12, 2010, council meeting. This action authorizes the remaining contract with HWA Geosciences, Inc. for geological engineering services.

**FISCAL CONSIDERATION**

The 2010 Budget, Wastewater Division – Capital Objectives Item 2 provides for a lift station replacement in the amount of \$700,000. Account 410-022-594-35-65-81 shows an adopted budget amount of \$700,000 for this project. These consultant services contracts are necessary in order to proceed with the engineered design of the lift station replacement and it is appropriate to fund them through the project budget. To date, contracts totaling \$4,853 have been approved out of the lift station capital budget amount. If this contract is approved the total dollar amount of all contracts to be paid out of this budget item will be \$10,408.

**BOARD OR COMMITTEE RECOMMENDATION**

Staff discussed this project with the Operations and Public Works Committee on several occasions. The committee requested additional information to assist in recommending one of the several alternatives. These contracts are for services that are necessary to provide the requested information.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the execution of the Consultant Services Contracts with HWA Geosciences for an amount not-to-exceed \$5,555.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
HWA GEOSCIENCES INC.**

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

**RECITALS**

WHEREAS, the City is presently engaged in the geotechnical engineering services for Sewer Lift Station No. 6A Improvements 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 Estimated Hours and Fees**, 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 Five Thousand Five Hundred Fifty-five Dollars and Zero Cents (\$5,555.00) 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 and Fees**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit 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 December 31, 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,

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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:  
HWA GeoSciences Inc.  
ATTN: Erik O. Andersen, P.E.  
21312 30<sup>th</sup> Drive SE, Suite 110  
Bothell, WA 98021-7010  
(425) 774-0106

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

**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.

[The remainder of this page left intentionally blank]

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\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: Ed D. Anderson  
Its: Vice President

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

July 15, 2010

ATTEST:

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

APPROVED AS TO FORM:

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




**HWA GEOSCIENCES INC.**
*Geotechnical & Pavement Engineering · Hydrogeology · Geoenvironmental · Planning & Permitting · Inspection & Testing*

Revised July 13, 2010

HWA Proposal No. P6575

**City of Gig Harbor Public Works**

Attention: Steve Misiurak and Emily Appleton

 Subject: **PROPOSED SCOPE OF GEOTECHNICAL ENGINEERING SERVICES**  
**Lift Station No. 6 Improvements**  
**Ryan Street and Cascade Avenue**  
**Gig Harbor, Washington**

Dear Mr. Misiurak and Ms. Appleton:

As requested, HWA GeoSciences Inc. (HWA) has prepared this revised proposed scope and budget for geotechnical engineering design support services and construction cost estimate assistance for the above-subject project. We appreciate and thank you for the opportunity to provide this proposal.

In preparing this proposed scope, we have visited the lift station site and discussed project objectives with you. As we understand, the project will include the construction of a new control structure adjacent to the existing wet well. The control structure may be above grade, partially buried, or completely buried. The existing wet well will remain in place and operational, however, it may also be expanded to provide for increased future flow capacity.

***Proposed Work Scope***

We will review existing geotechnical and geologic information for the project area. We will then come to the site area to monitor and log a single exploratory pothole that will be excavated by a City-operated vac-truck. This exploration will provide very limited soil data below a depth of 5 feet. However, we will monitor and log the pothole as best we can to as deep a depth as the City-operated pothole can go. Our engineer will attempt to retrieve soil samples at select intervals as the hole is excavated. The City will clear the area of known utilities and handle backfilling of the hole.

Soil samples retrieved from the boring will be returned to our geotechnical laboratory for further examination and limited laboratory testing. Lab tests will be done on selected samples to characterize index and engineering properties, and will include natural moisture content, grain size distribution, and Atterberg Limits (plasticity index) of fine-grained soils. All laboratory testing will be done in accordance with appropriate ASTM standards.

 21312 30th Drive SE  
 Suite 110  
 Bothell, WA 98021.7010

Tel: 425.774.0106

Fax: 425.774.2714

[www.hwageo.com](http://www.hwageo.com)

Revised July 13, 2010  
HWA Proposal No. P6575

Utilizing the results of this limited field investigation and laboratory testing effort, we will conduct geotechnical engineering analyses to evaluate bearing capacity, temporary excavation support, design earth pressures for below grade structures.

We will prepare technical memo presenting the results of our investigation and our conclusions and recommendations in support of the proposed control structure design. Our report will include a site plan showing the test hole location (using a base map provided by the City), an exploration log, laboratory test results, and other figures and charts as necessary to convey our design recommendations. Preliminary-level recommendations will be presented for design and construction of the new control building structure. This memo will provide general recommendations which may not be sufficient for PS&E level design. We will also assist the City in estimating costs for geotechnical-related portions of the project, including earthwork, excavations and shoring, foundations, etc.

***Cost Estimate***

We estimate the cost to complete this work scope to be approximately \$5,600. A breakdown of these costs is presented in the attached cost estimate worksheet.



We appreciate the opportunity to provide this proposal for geotechnical engineering services. If you have any questions regarding this proposal, or require additional services, please contact the undersigned at your convenience.

Sincerely,

HWA GEOSCIENCES INC.

A handwritten signature in cursive script, appearing to read "Erik O. Andersen".

Erik O. Andersen, P.E.  
Geotechnical Engineer, Vice President

***Attachment:*** Project Cost Estimate

EXHIBIT B

Proposed Cost Estimate for Engineering Services  
Full Gig Harbor Lift Station Evaluation  
Gig Harbor, Washington



HWA Ref: P6575  
Revised Date: 13-Jul-10  
Prepared By: EOA

**Scope:**

This cost estimates provides an estimation of time and material required to monitor a vac-truck pothole and provide limited geotechnical support for design of a new control structure. Please refer to our proposal dated July 13, 2010.

**ESTIMATED HWA LABOR:**

WORK TASK	PERSONNEL & 2010 HOURLY BILLING RATES					TOTAL HOURS	TOTAL AMOUNT
	Senior Engr	Geotechnical Engr	CADD	Admin			
	\$163	\$114	\$74	\$69			
Review exiting geotechnical information		2				2	\$228
Monitor vac-truck pothole, retrieve samples at select depths		8				8	\$912
Soil log and assign lab/review testing		2				2	\$228
Engineering analysis	1	8				9	\$1,075
Geotechnical memo	2	6	1	1		10	\$1,153
Provide cost input on geotechnical-related aspects of the work	1	6				7	\$847
Project Management		6				6	\$684
<b>TOTAL LABOR:</b>	<b>4</b>	<b>38</b>	<b>0</b>	<b>1</b>		<b>44</b>	<b>\$5,127</b>

**LABORATORY TEST SUMMARY:**

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	3	\$16	\$48
Grain Size Analysis	2	\$85	\$170
Atterberg Limits	1	\$135	\$135
<b>LABORATORY TOTAL:</b>			<b>\$353</b>

**ESTIMATED DIRECT COSTS:**

Mileage and bridge tolls	\$75
Laboratory Testing	\$353
<b>TOTAL:</b>	<b>\$428</b>

**PROJECT TOTALS:**

Total Labor Cost:	\$5,127
Direct Expenses	\$428
<b>TOTAL:</b>	<b>\$5,555</b>

**Conditions:**

1. HWA reserves the right to transfer hours and budget dollars between tasks to satisfy project requirements. HWA may also transfer funds allocated for direct costs to professional/technical hours or vice versa, to satisfy project requirements.



**Subject:** Closed Record Hearing-Final Plat Approval-"Morning Point Estates" (formerly Rita Plat) (FPLAT-10-0001)

**Proposed Council Action:** Approve resolution

**Dept. Origin:** Planning Department

**Prepared by:** Peter Katich, Senior Planner

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

**Exhibits:** Planning Director's Recommendation  
Hearing Examiner's Decision  
Final Plat Map

Initial & Date

**Concurred by Mayor:**

*CLK 7/20/10*

**Approved by City Administrator:**

*PK*

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

*Pl. for ASB 7/19/10*

**Approved by Finance Director:**

*DF 7/20/10*

**Approved by Department Head:**

*TD 7/15/10*

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

**INFORMATION / BACKGROUND**

Attached for your consideration is a resolution approving the final plat for Morning Point Estates (formerly Rita Plat) (File No. FPLAT-10-0001), located west of Burnham Drive and north of 120<sup>th</sup> Street NW extended to the east at 11640 Burnham Drive NW. The applicant is W. Smith, LLC. The preliminary plat was conditionally approved by Pierce County on February 19, 1999. It was granted several extensions by the County; the last on April 9, 2009. The subdivision was annexed into the city in March, 2009 with the recent Burnham/Sehmel Annexation. On February 22, 2010, the City approved a Development Agreement to allow a two-year time extension to the previously approved preliminary plat.

The final plat addresses the segregation of the site into 23 single-family lots, as well as the associated infrastructure and amenities required to serve the homes. Amenities include natural and built open space areas. There are no designated wetlands on the property.

**POLICY CONSIDERATIONS**

Staff has reviewed the criteria for approval of the final plat, as specified in GHMC Chapter 16.06 and has determined that the applicant has met the criteria for the approval of the final plat. Please refer to the attached Planning Director's Recommendation for staff's review of the proposal.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official for Pierce County issued a Determination of Non-Significance (DNS) for the proposal on July 24, 1998. On August 25, 2004 the County approved an Addendum to the previously issued DNS for the project.

**FISCAL CONSIDERATION**

The proposal does not include any significant fiscal impacts.

**PLANNING DIRECTOR RECOMMENDATION**

The Planning Director recommends that the City Council move to adopt the resolution approving the final plat of Morning Point Estates.

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT OF MORNING POINT ESTATES, LOCATED WEST OF BURNHAM DRIVE NW AND NORTH OF 120<sup>TH</sup> STREET NW; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NO. 0122251027 and CITY OF GIG HARBOR FILE NO. FPLAT-10-0001.**

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WHEREAS, on February 19, 1999, the Pierce County Hearing Examiner conditionally granted preliminary plat approval to the Rita Plat, now called Morning Point Estates, located west of Burnham Drive NW and north of 120<sup>th</sup> Street NW; Pierce County Assessor-Treasurer Parcel No. 0122251027; and

WHEREAS, on September 17, 2004, the Pierce County Planning and Land Services Department Director approved a minor amendment to the preliminary plat approval reducing the number of lots from 29 to 25 and imposing Moderate Density Single Family zoning district setbacks to the subdivision; and

WHEREAS, the five year time period for the plat was extended by Pierce County numerous times; the last being on April 9, 2009; and

WHEREAS, the subject property containing the plat was annexed into the city of Gig Harbor in March, 2009; and,

WHEREAS, the city approved a Development Agreement (File No. DEV-10-0001) on February 22, 2010 to grant an additional two-year extension to the preliminary plat; and,

WHEREAS, after preliminary plat approval, the applicant began work to install required utilities and construct roads on the property; and

WHEREAS, street names for the Morning Point Estates subdivision were previously approved by Pierce County; and

WHEREAS, an application for final plat approval was submitted to, and deemed to be complete, by the City on June 1, 2010; and

WHEREAS, the proposed final plat was circulated to the appropriate departments of the City for review; and

WHEREAS, the City requested revisions and corrections on June 23, 2010; and

WHEREAS, the applicant submitted the requested corrections and revisions on July 13, 2010; and

WHEREAS, the final corrected drawings of the proposed final plat were circulated to the appropriate departments of the City and recommendations for approval were obtained July 14, 2010; and

WHEREAS, the proposed plat certificate has been reviewed by the City Attorney and all certificates of completion as required by GHMC Section 16.06.001 have been received; and

WHEREAS, the City Council reviewed the application for the final plat at its regular meeting of July 26, 2010; Now, Therefore,

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

Section 1. Findings

A. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 16.06.005 and 17.89.080(A)(5), the Morning Point Estates subdivision, subject to the conditions imposed in Section 2:

1. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;

2. Conforms to all terms of the preliminary plat approvals; and
3. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

Section 2. Conditions

A. The City Council hereby imposes the following conditions upon the final plat of Morning Point Estates, File No. FPLAT 10-0001:

1. The Morning Point Estates CCRs, By-Laws, and Article of Incorporation approved as to form by the City Attorney shall be recorded with the county auditor;

Section 3. The City Council directs the Mayor and all other appropriate City officials to inscribe and execute the City's written approval on the face of the plat.

Section 4. The City shall record the final plat with the County Auditor, at the expense of the applicant, after all inspections and approvals, and after all fees, charges and assessments due the City resulting from the subdivision development have been paid in full.

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

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_



MOLLY TOWSLEE, CITY CLERK

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. \_\_\_\_\_



COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor Hunter and City Council  
FROM: Tom Dolan, Planning Director  
SUBJECT: Closed Record Hearing-Final Plat Approval-Morning Point Estates (formerly Rita Plat)  
DATE: July 20, 2010

**INFORMATION/BACKGROUND:**

The applicant, W. Smith, LLC, has requested final plat approval for Morning Point Estates to allow the segregation of the site into 23 single-family lots, and the development of associated infrastructure and amenities required to serve the homes. The site is located west of Burnham Drive NW and north of 120<sup>th</sup> Street NW extended to the east at 11640 Burnham Drive NW.

The site was annexed into the city from Pierce County in March, 2009 as part of the Burnham/Sehmel Annexation. The preliminary plat was authorized by the County in February, 1999 to allow the segregation of the site into 29 lots (26 two-family lots & 3 single-family lots) subject to 46 special conditions of approval. In September, 2004, the County approved a minor amendment to the plat which reduced the number of lots to 25 with all proposed for development with single-family dwellings. The plat amendment was authorized subject to an additional 14 special conditions of approval.

The following is an analysis of the request for consistency with the city's requirements for final plat approval and with the special conditions of approval imposed upon the preliminary plat by the County.

**POLICY CONSIDERATIONS:**

Staff has reviewed the request for consistency with the criteria for approval of the final plat as specified in Gig Harbor Municipal Code (GHMC) Chapter 16.06, and has determined that the applicant has met the criteria for approval of the final plat as follows:

**GHMC 16.06.004-Recommendation as prerequisites for final plat approval:**

Each preliminary plat submitted for final approval shall be accompanied by the following recommendations:

A. Local health department or other agency furnishing sewage disposal and supplying water as to the adequacy of the proposed means of sewage disposal and water supply;

The City of Gig Harbor is furnishing sewage disposal to the site. Washington Water Service Company is supplying water to the site.

B. Planning director's recommendation as to compliance with all of the terms of preliminary plat approval of the proposed plat or subdivision;

The applicant has complied with all terms of the preliminary plat approval, as discussed below.

C. Approval of the city engineer.

The City Engineer recommends approval of the final plat as all required civil construction has been completed and all work has been found to be in compliance with the construction drawings approved by Pierce County prior to the property's annexation to the City.

**GHMC 16.06.005-Criteria for approval of subdivisions:**

A final plat application shall be approved if the subdivision proposed for approval:

- A. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;

The plat of Morning Point Estates has met the applicable requirements of the municipal code. The proposed subdivision conforms to the zoning requirements of Pierce County as the site vested to those standards prior to annexation into the City of Gig Harbor. The sites Comprehensive Plan and zoning designations were "Moderate Density Single-Family (MSF)" at the time of preliminary plat approval by the county. The zoning was subsequently changed to Single-Family (SF) in December of 2002 prior to the approval of the minor amendment of the plat in 2004.

The site is designated as Residential Low by the City's Comprehensive Plan and zoned R-1 Single-Family Residential. Streets within the plat are private and were constructed to County standards prior to annexation into the city. All required improvements have been completed. The plat contains the required certificates from the owner, surveyor, and city and county officials.

- B. Conforms to all terms of the preliminary plat approval;

The Pierce County Hearing Examiner's decision dated February 19, 1999 contained 46 conditions of approval. The proposed final plat of Morning Point Estates has conformed to the conditions of the preliminary plat as follows:

**HEX Condition 1:** *Both on-building and off-building signs shall be regulated, installed and designed in accordance with the Pierce County Sign Code, Chapter 15.28, Pierce County Code.*

At the time the site was inspected, no signs had been erected. All signs proposed for the site in the future shall comply with GHMC Chapter 17.80 (Sign Code).

**HEX Condition 2:** *Sign areas, setbacks and locations shall be consistent with the provisions of the Pierce County Sign Code and the State Department of Transportation requirements. The most restrictive of the two regulations shall always apply.*

As previously noted, signs proposed for the site will be regulated pursuant to the GHMC. Any Washington State Department of Transportation requirement that applies to signage for the plat and is more restrictive than the city's requirements, will be imposed upon future sign permit requests.

**HEX Condition 3:** *Noise emanating from the site shall be regulated and abated in accordance with Chapter 8.76 of the Pierce County Code, "Noise Pollution Control." In this regard, all properties which abut the property boundary lines of this site shall be considered to be "EDNA" Class A classification as residential in nature.*

Noise emanating from the site will no longer be subject to Pierce County Code requirements. Noise will be regulated pursuant to Washington Administrative Code (WAC) 173-60 (Maximum Environmental Noise Levels).

**HEX Condition 4:** *All requirements of the Pierce County Building Department must be met prior to the issuance of building permits for this proposal. Buildings should be constructed with consideration of UBC standards that incorporate materials and methods to take into account noise emanating from off-site sources. (e.g., in this case State Highway 16).*

All buildings proposed for the site shall comply with City of Gig Harbor requirements imposed through the 2009 International Building Code (IBC) or subsequent versions adopted in the future.

**HEX Condition 5:** *Fire flow requirements for one and two-family dwellings are 750 GPM at 20 psi for 45 minutes, except that 1000 GPM at 20 psi for 60 minutes is required when the total floor area including attached garages is 3600 sq. ft. or more. A hydrant shall be located within 350 feet of the middle of the street frontage of each lot, except that no hydrant is required on a dead-end street not exceeding 600 feet in length when a hydrant is installed at the intersection of the cross street. Hydrant spacing shall not exceed 700 feet. Pierce County Code, Sec. 15.12.083(D) (Ord. # 95-91)*

The City of Gig Harbor Building/Fire Safety Director reviewed and approved the final plat for compliance with the city's fire code requirements.

**HEX Condition 6:** *Prior to final plat approval, requirements of Minimum Standards for Fire Flows, Water Mains, and Fire Hydrants, Pierce County Code, Sec. 15.40.060 Procedure for Compliance shall be met (Ord. #95-91)*

The City of Gig Harbor Building/Fire Safety Director reviewed and approved the final plat for compliance with the city's fire code requirements.

**HEX Condition 7:** *Hydrant flow test results and water system "As Built" plans shall be submitted to and approved by the Office of Fire Prevention and Arson Control prior to final plat/plan approval. Pierce County Code, Section 15.40.060 (Ord. 95-91)*

The applicant has complied with the condition.

**HEX Condition 8:** *A storm drainage plan must be submitted to the Department of Engineering Section as part of the site development plans.*

The applicant has complied with this condition.

**HEX Condition 9:** *A site stabilization plan must be submitted to the Department of Engineering Section as part of the site development plans.*

The applicant has complied with this condition.

**HEX Condition 10:** *The site stabilization plan must include erosion control measures for development of the project up through completion of all structures.*

Initial development of off-site improvements within the plat complied with this requirement. Future construction will be subject to the requirement of the city as set forth in GHMC Chapters 14 and 15.

**HEX Condition 11:** *Erosion control facilities must be installed, and subsequently, inspected and approved by Pierce County prior to site clearing. All necessary erosion control facilities must be properly maintained during all phases of site development to prevent debris, dust and mud from accumulating on the County right-of-way and/or adjacent property.*

Erosion control facilities were installed, and inspected and approved by Pierce County during the site clearing activities for off-site improvements and to establish rough grades for proposed lots within the plat. Future erosion control facilities required during the construction of homes within the plat will be inspected and approved by city staff.

**HEX Condition 12:** *All work associated with stabilizing slopes and other disturbed areas shall be in accordance with the Pierce County Development Regulations Ordinance 90-132.*

The applicant has complied with this condition.

**HEX Condition 13:** *If cleared, the County right-of-way must be seeded, mulched, and stabilized as required by the County.*

The applicant has complied with this condition.

**HEX Condition 14:** *The intent of the erosion control facilities is to protect downstream property owners from landslides, sediment buildup, and downstream channel scouring. If the intent of the requirement is not met, then all building and construction activity on site shall be discontinued and directed to meeting the intent of the requirement.*

The applicant has complied with this condition.

**HEX Condition 15:** *A clearing and grading plan must be submitted to the Development Engineering Section as part of the site development plans.*

The applicant has complied with this condition.

**HEX Condition 16:** *All clearing and grading limits outside of the road easement/right-of-way shall be shown on the site development plans.*

The applicant has complied with this condition.

**HEX Condition 17:** *All proposed accesses must be accurately depicted on the applicable plan and submitted to the Development Engineering Section for review and approval. The following information must be provided on the plans: distance from the proposed approach to the nearest side street, approach or intersection (on the opposite side of the street); two spot elevations at the edge of the existing pavement; measured distance from right-of-way line to existing edge of pavement; any above ground utilities within 50 feet of the approach; and all applicable approach dimensions. Each driveway must be constructed or placed under a \$4,310 financial guarantee prior to project approval. The easterly driveway onto Burnham Drive must be removed.*

The applicant has complied with this condition.

**HEX Condition 18:** *Entering site distance from the southerly driveway onto Burnham Drive is not adequate. Vegetation removal is necessary to provide adequate entering sight distance. Adequate entering site distance must be available prior to plat approval or issuance of building permits.*

Adequate entering site distance is provided at the point the plats southerly driveway (120<sup>th</sup> Street Court) intersects with Burnham Drive.

**HEX Condition 19:** *All lots must access off internal plat roads.*

All lots within the plat are accessed from internal private plat roads.

**HEX Condition 20:** *The proposed project has a direct impact on the Washington State Department of Transportation's road system. A site plan shall be sent to the State by the applicant. All requirements of the State must be incorporated into the project design. If applicable, an access permit must be obtained from the state prior to project approval by Pierce County.*

The Washington State Department of Transportation reviewed the proposed plat and had no comments concerning it.

**HEX Condition 21:** *All roads must be completed and approved by the County prior to issuance of building permits on individual lots.*

All roads have been completed and inspected by city and county staff and the city has issued a Certificate of Completion for the project.

**HEX Condition 22:** *All private roads within and providing access to this plat must conform to Ordinance 92-120, The Pierce County Private Road and Emergency Vehicle Access Standards. The accesses that branch off the main loop road are considered to be private roads. If these private roads provide access to four lots or less, the minimum road width is 25 feet. If these private roads provide access to more than four lots, the minimum road width must be 30 feet. The setback between private roads and homes is 25 feet. The access road does not meet the curve radius requirements. Therefore, this plat must be reconfigured to meet the Private Road Standards.*

All private roads within the plat are providing minimum road widths of 30 feet or greater and comply with the requirement.

**HEX Condition 23:** *Any work in the County right-of-way will require a permit.*

With the annexation of the site into the city, the Burnham Drive right-of-way abutting the site on the east is a city right-of-way. Any work within the right-of-way will require compliance with GHMC Title 12 (Streets & Sidewalks).

**HEX Condition 24:** *All the comments from the Washington State Department of Transportation must be incorporated into the project design.*

The Washington State Department of Transportation reviewed the project and had no comments.

**HEX Condition 25:** *Prior to issuance of a permit, the applicant will be required to submit a financial guarantee to the County to ensure compliance with the provisions of the Site Development Regulations, the permit and accepted plans.*

This condition no longer applies as all permitting activity will be conducting under the authority of the City of Gig Harbor, not Pierce County.

**HEX Condition 26:** *All fences, pillars, signs, structures, etc., must be located on private property and must not impair sight distance to the County road.*

The applicant has complied with the condition to this stage of plat development. Future development activity will be subject to the requirements of the City and the GHMC.

**HEX Condition 27:** *The project shall conform to all the applicable sections of the following ordinances that were in effect at the time of application: the Pierce County Road Standards, the Pierce County Private Road and Emergency Vehicle Access Standards, the Geologically Hazardous Ordinance, and the Pierce County Stormwater Management and Site Development Manual, Ordinance 96-46S2.*

The project has complied with the applicable requirements through the completion of required off-site improvements. Future development will be subject to the requirements of the City and the GHMC.

**HEX Condition 28:** *Prior to approval of the water supply for this development, a Certificate of Water Availability is required per WAC 246-290 and Pierce County Ordinance 86-116S4. The final plat portion of the Certificate of Water Availability must be signed by the water purveyor prior to final subdivision approval.*

The required Certificate of Water Availability has been issued by Washington Water Service Company, the water purveyor for the site.

**HEX Condition 29:** *Should this project not be served by sanitary sewer, the Tacoma-Pierce County Health Department will require a review of potential adverse environmental impacts and justification for utilization of on-site sewage treatment and disposal.*

The City of Gig Harbor will be providing sanitary sewer connection to the site pursuant to an existing Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID dated September 10, 2001.

**HEX Condition 30:** *Because this proposal will require a sewer utility extension contract with the City of Gig Harbor, the applicant will be required to conform to city standards for this development.*

Pursuant to the terms of the Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID, the applicant is required to conform to city standards for this development.

**HEX Condition 31:** *The combination final plat and Planned Development District final development plan for this proposal shall be submitted to the Pierce County Hearing Examiner for approval and signature within three (3) years of the effective date of the Hearing Examiner's decision on the preliminary plat/PDD, subject to the conditions for time extensions as outlined in Section 16.08.040 and Section 18A.75.050 of the Pierce County Development Regulations-Zoning. Failure to submit said plans shall automatically render all approvals granted herein null and void. Final development plans shall include, but not be limited to, site plan, professional landscape/tree retention and screening plan, parking area, signage building elevations and exact location and labeling of recreation facilities in open space tracts. Final development plans shall include, but not be limited to, final plat, professional landscape/tree retention and perimeter screening/buffering plan, parking area, signage and show exact locations of recreation facilities in open space areas.*

The subject plat has been granted numerous time extensions by Pierce County. Further, on February 22, 2010, the city entered into a Development Agreement with the applicant extending the time period for final plat approval an additional two years. The applicant has complied with the time limit requirements of the agreement and with the plan requirements of the special condition.

**HEX Condition 32:** *Any reduction in the amount of area devoted shown open areas, tracts, and road location, shall warrant re-evaluation of the required planned development district findings by filing and obtaining an approved major amendment (a public hearing required for this process).*



The subject condition is no longer applicable to the plat due to its location within the City of Gig Harbor.

**HEX Condition 33:** *The Tacoma/Pierce County Health Department shall be notified, concerning any requirements for the removal and disposal of the solid waste present on site, prior of final plat approval.*

The applicant has complied with this condition.

**HEX Condition 34:** *Street lighting, allowed replacement landscaping in open space areas, and fencing shall be maintained by a home owners association.*

The Declaration of Covenants, Conditions and Restrictions for the plat addresses compliance with the subject condition.

**HEX Condition 35:** *The open space easement area must be clearly delineated on the face of the plat. A heavy dashed line shall mark the limits of the easements and the easements shall be shaded and clearly labeled "Natural Vegetation Open Space Easement Area."*

The applicant has complied with this condition.

**HEX Condition 36:** *The following note shall appear on the face of the final plat:*

*"There are natural vegetation open space easements, appearing on this plat. No clearing, grading, fill or construction of any kind will be allowed within these tracts area except where the water supply line accesses the site and except for the removal of diseased or dangerous trees which must be approved by Pierce County Planning and Land Services in advance. A diseased tree shall be defined as one that has a strong likelihood of infecting other trees or brush in the area or becoming dangerous as a result of the disease, as determined by an expert approved by Pierce County. A dangerous tree shall be any tree which, in the opinion of an expert approved by Pierce County, has a strong likelihood of falling in the event of a 60 mph wind."*

The applicant has complied with the condition. The note has been revised to reflect that the City of Gig Harbor must approve the removal of diseased or dangerous trees.

**HEX Condition 37:** *The following note shall appear on the face of the final plat:*

*"Each owner of property within this subdivision shall retain a fractional share of undivided ownership in the allocated open space."*

The applicant has complied with this condition.

**HEX Condition 38:** *The following note shall appear on the face of the final plat:*

*"No logging, clearing, grading or filling shall be conducted on the property until such time as erosion control and storm water drainage plans have been approved by the Development Engineering Section. Subsequent to said approval, tree removal, clearing, grading and filling shall be limited to those areas reasonably necessary to construct roads and utilities, and to clear building footprints. This restriction shall not be read to prohibit or limit tree removal or vegetation clearing by lot purchasers where applicable."*

The applicant has complied with this condition.

**HEX Condition 39:** *When encroachments or conflicts are known prior to submittal of the final plat, Pierce County encourages resolution to these issues so that final plat approval will not be delayed by disputes. Specifically, all issues relating to the revision of the existing private easement owned by parcels 0122256004 and 0122252099 or revising the design of the plat around the easement must occur prior to final plat submittal. Development shall be substantially in conformance with the approved preliminary site plan. Minor deviations may be approved by the Planning Director. Major changes will require a major amendment and additional hearings.*

The applicant has complied with this condition.

**HEX Condition 40:** *A Class IV forest practices permit will be required for the harvest of timber associated with this project.*

The applicant has complied with this condition.

**HEX Condition 41:** *The storm drainage plan shall incorporate a design that considers the sensitive nature of McCormick Creek. The State Department of Ecology shall be forwarded a copy of the plan for their review and comment. State permits may be required for the direct discharge to McCormick Creek. The applicant shall also submit the final storm drainage plan to the Peninsula Neighborhood Association for review and comment prior to final approval; provided, however, that the decision to approve said design is solely that of Development Engineering.*

The applicant has complied with this condition.

**HEX Condition 42:** *The applicant shall construct concrete sidewalks or pathways along both sides of the internal plat road and a bus waiting area if requested by the Peninsula School District. The applicant shall also install street lights at the intersections of the plat road and Burnham Drive and at the intersection of the plat road and the easement extending to the west property line.*

The applicant has constructed the sidewalks and installed the street lights. The applicant has complied with this condition.

**HEX Condition 43:** *The applicant must improve the open space area between lots 19-22 with a community park to include benches, seats, barbecue, and other appropriate amenities in accordance with a plan to be approved by the Planning Division.*

The Pierce County Department of Planning and Land Services approved a combination landscape/park plan for the plat on August 14, 2008. All park amenities required by the plan have been installed.

**HEX Condition 44:** *The applicant shall construct an attractive, six foot high, solid board, fence or a vegetative fence or combination of the two along the west and south property lines. The vegetative fence shall consist of native plantings which will rapidly form a thick, difficult to penetrate screen.*

The applicant has elected to utilize a "vegetative fence" approach to screen the south and west perimeters of the site. The landscape/park plan approved by the County on August 14, 2008 addresses the type, location and number of native plantings proposed for the vegetative fence. The plantings have been installed, but additional plantings may be necessary to provide for the "thick, difficult to penetrate screen" addressed by the condition. The applicant has agreed to bond for any additional landscaping that may be necessary to satisfy the condition.

**HEX Condition 45:** *All requested setback reductions are granted pursuant to the PDD with the exception of the zero setbacks for lots 21-24 from the private easement. These setbacks shall be a minimum of 10 feet.*

The applicant has complied with this condition.

The Planning and Land Services Department Director approved a minor amendment to the preliminary plat on September 17, 2004 subject to an additional 14 special conditions. The following is a review of the final plat's consistency with the conditions.

**Minor Amendment Condition 1:** *The applicant must be aware that this approval does not constitute building or other permit approval, which must be obtained through appropriate agencies.*

The applicant is aware of the requirement and will comply with all requirements of the City of Gig Harbor relative to the development of the plat.

**Minor Amendment Condition 2:** *The original conditions contained in the Examiner's decision dated February 19, 1999, and all other conditions of subsequent time extensions, remain pertinent, still apply and are binding except where modified by this decision.*

As previously addressed above, the applicant has complied with all conditions of approval imposed upon the preliminary plat by the County Hearing Examiner and all other requirements of the plat.

**Minor Amendment Condition 3:** *A memorandum of Agreement shall be executed between the applicant and the Director of Planning and Land Services Department, and recorded with the Pierce County Auditor. The Memorandum of Agreement shall include requirements and conditions contained in this order. No building permit will be issued prior to recording of this agreement.*

The subject condition is no longer applicable as the plat is no longer within the jurisdiction of Pierce County. The City has reviewed for the final plat submittal for consistency with the requirements and conditions contained in the order and has found it to be in compliance with all requirements.

**Minor Amendment Condition 4:** *The final plat submittal shall include a preliminary plat map revision that accurately shows all tracts/open space, lots and improvements.*

The applicant has complied with this condition.

**Minor Amendment Condition 5:** *The operation of heavy equipment and associated materials in the construction of this project has the potential to result in fugitive dust being generated from the site. Impacts to neighboring properties shall be controlled by the use of watering trucks to water frequently used roads and associated areas as necessary to prevent the travel of fugitive dust.*

The applicant has complied with this condition.

**Minor Amendment 6:** *All provisions of Section 18A.35.025 Residential Design Standards must be met. This includes installation of concrete curbs, gutters and sidewalks, street trees along both sides of the internal plat road, streetlights, and a minimum of 14,000 square foot on site recreation area/park.*

The applicant has complied with this condition.

**Minor Amendment Condition 7:** *Prior to Final Plat Approval the applicant shall provide a conceptual park/playground plan to the Planning Department for review and approval. The park plan, at the minimum, shall include 14,000 square feet of recreation/park areas. No recreational area/park shall be less than 5,000 square feet in size. If not installed prior to final plat approval, the park/playground improvements must be bonded and completed within one year of Final Plat Approval. The plan shall incorporate recreational facilities which address needs of both children and teenagers/adults, i.e., playgrounds/tot lots and sport courts. The park plan shall also include seating associated with the recreational facilities, turf areas of sufficient size for informal play and trees sufficient to provide shade for various park activities.*

The applicant has installed all required park/playground amenities pursuant to the approved Landscape Plan approved by the Pierce County Planning and Land Services Department on August 14, 2008.

**Minor Amendment Condition 10:** *A note on the final plat stating:*

- a. *"The landscaping/open space tracts shall be maintained by the residents of plat of Rita for the life of the project. All plant materials shall be pruned and trimmed as necessary to maintain a healthy growing condition. The landscaping area shall be kept free of trash. Any plant material shall be replaced within the spring or fall growing season following plant loss but not greater than 180 days from time of loss, and*
- b. *All lot ownership shall have an equally undivided interest in all private tracts for tax purposes."*

The applicant has complied with this condition.

**Minor Amendment Condition 11:** *Prior to issuance of a site development permit, the applicant shall undertake the soil sampling analysis for lead and arsenic as set forth in the Department of Ecology (DOE) letter of December 31, 2003, and forward the results of such testing to Pierce County Planning and Land Services and the Washington State Department of Ecology for review. No activity shall take place until such time that DOE and the Planning Department have accepted and approved the soil sampling analysis report for this site.*

The applicant has complied with this condition.

**Minor Amendment Condition 12:** *All structures shall comply with the City of Gig Harbor's design manual requirements for single-family structures.*

This condition is an "on-going" requirement of the plat and all proposed single-family dwellings within the plat will be subject to consistency with GHMC Chapter 17.99, the city's Design Manual.

**Minor Amendment Condition 13:** *All site lighting shall be constructed with the City of Gig Harbor Engineering Department's standard fixture.*

All street lights have been installed and comply with the city's standard fixture requirements.

**Minor Amendment Condition 14:** *The landowner/timber owner should contact the Washington Department of Revenue, Forest Tax Section, prior to harvest, to register with the Department RCW 84.33.*

The applicant has been informed of all requirements of the plat, including the requirement to register with the Department of Revenue.

C. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, this title and any other applicable city ordinances which were in effect at the time of preliminary plat approval.

The proposed final plat meets the requirements of Chapter 58.17 RCW, the requirements of Title 16 and those of other applicable city ordinances.

**D. Director's Decision:** The Planning Department Director recommends that the City Council move to adopt the resolution approving the final Plat of Morning Point Estates.

# THE PLAT OF "MORNING POINT ESTATES"

A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

## DEDICATION 120TH STREET COURT AND 61ST AVENUE COURT (PRIVATE ROAD EASEMENT)

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PROPERTY DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. ALL ROADS ARE PRIVATE AND ARE NOT DEDICATED TO THE PUBLIC. EACH LOT OWNER SHALL HAVE AN EASEMENT FOR INGRESS AND EGRESS AND UTILITY PURPOSES, AND ANY OTHER PURPOSES NOT INCONSISTENT WITH ITS USE AS A ROADWAY, OVER AND ACROSS ALL THE PRIVATE ROADS SHOWN ON THE PLAT. THE OWNERS RESERVE THE RIGHT TO MAKE ANY NECESSARY CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THESE ROADS. THESE STREETS AND ROADS WILL NOT BE DEDICATED TO THE CITY OF GIG HARBOR UNTIL SUCH TIME AS THEY ARE CONSTRUCTED TO THE CITY OF GIG HARBOR STANDARDS, AND AT SUCH TIME AS THE CITY OF GIG HARBOR DESIRES TO ACCEPT THEM. WE DEDICATE TO THE CITY OF GIG HARBOR, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, CONTRACTORS, FOR THE USE OF THE PUBLIC FOREVER, A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF STORM DRAINAGE WATER AND SANITARY SEWER PIPELINES, MANHOLES AND OTHER APPURTENANT UTILITY STRUCTURES, DRYWELLS, OR UNDERGROUND DRAINAGE FACILITIES OVER, UNDER AND ACROSS THE EASEMENTS AND PRIVATE ROADS SHOWN ON THE FACE OF THIS PLAT.

SIGN NAME: \_\_\_\_\_ (BLACK INK ONLY)

PRINT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

W. SMITH, LLC., A WASHINGTON LIMITED LIABILITY COMPANY

### ACKNOWLEDGMENT

STATE OF WASHINGTON }  
COUNTY OF PIERCE } ss

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME PERSONALLY APPEARED \_\_\_\_\_

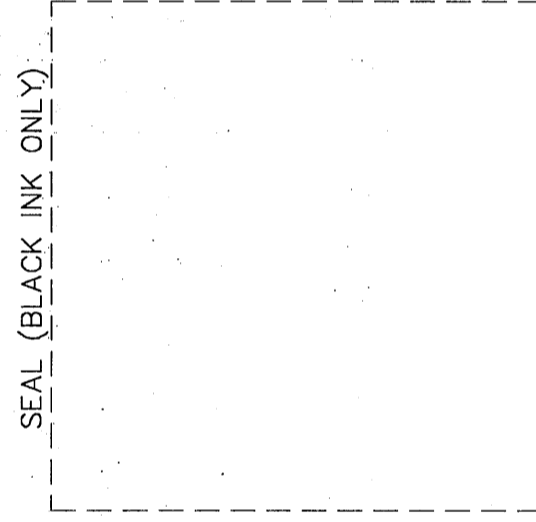
KNOWN TO BE THE OWNER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON (BLACK INK ONLY)

RESIDING AT: \_\_\_\_\_

MY APPOINTMENT EXPIRES: \_\_\_\_\_



PLANNING DIRECTOR, CITY OF GIG HARBOR \_\_\_\_\_ DATE \_\_\_\_\_

### CITY ENGINEER'S CERTIFICATE:

1. ALL LOTS WITHIN THIS PLAT ARE SERVED BY THE CITY OF GIG HARBOR SANITARY SEWER. THE SANITARY SEWER LINES LOCATED WITHIN THIS PLAT SHALL REMAIN UNDER THE OWNERSHIP OF EACH AND EVERY LOT OWNER(S) WHO WILL BE RESPONSIBLE FOR THEIR OPERATION AND MAINTENANCE.

2. THE CITY OF GIG HARBOR, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND ITS CONTRACTORS ARE HEREBY GRANTED A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF STORM DRAINAGE, WATER AND SANITARY SEWER PIPES, MANHOLES AND OTHER UTILITY STRUCTURES OVER, UNDER AND ACROSS THE EASEMENTS AND PRIVATE ROADS SHOWN ON THE FACE OF THE PLAT.

GIG HARBOR SANITARY SEWER?  YES  NO

IS THE SUBJECT PROPERTY WITHIN THE URBAN GROWTH AREA?  YES  NO

I HEREBY CERTIFY THAT THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHT-OF-WAY, SEWER AND WATER SYSTEMS AND OTHER UTILITY STRUCTURES COMPLY WITH THE APPLICABLE PROVISIONS OF THE CITY OF GIG HARBOR PUBLIC WORKS CONSTRUCTION STANDARDS.

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

ENGINEER, CITY OF GIG HARBOR \_\_\_\_\_ DATE \_\_\_\_\_

## PIERCE COUNTY APPROVALS

### HEARING EXAMINER

EXAMINED AND APPROVED BY THE HEARING EXAMINER OF PIERCE COUNTY, WASHINGTON.

PIERCE COUNTY HEARING EXAMINER \_\_\_\_\_ DATE \_\_\_\_\_

### PROTECTIVE COVENANTS

SEE PROTECTIVE COVENANTS AS FILED UNDER RECORDING NUMBER \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., RECORDS OF THE PIERCE COUNTY AUDITOR.

### COUNTY ASSESSOR-TREASURER:

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREON, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

ASSESSOR-TREASURER PIERCE COUNTY, WASHINGTON \_\_\_\_\_ DATE \_\_\_\_\_

### SHEET INDEX

- SHEET 1 - DEDICATION, ACKNOWLEDGMENTS, APPROVALS
- SHEETS 2 - PLAT NOTES, ADDRESSES, BUILDING SETBACKS
- SHEETS 3 - SECTION BREAKDOWN, BOUNDARY, LEGAL DESCRIPTION, SURVEYOR NOTES
- SHEET 4 AND 5 - MAP SHEETS
- SHEET 6 AND 7 - EASEMENTS AND BUILDING SETBACKS

### AUDITOR

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 20\_\_\_\_, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M.  
 RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.  
 RECORDED UNDER AUDITOR'S FILE NUMBER \_\_\_\_\_  
 PIERCE COUNTY AUDITOR \_\_\_\_\_  
 FEE \_\_\_\_\_  
 BY \_\_\_\_\_  
 TAX ACCOUNT NO. 012225-1-027

### SURVEYOR'S CERTIFICATE:

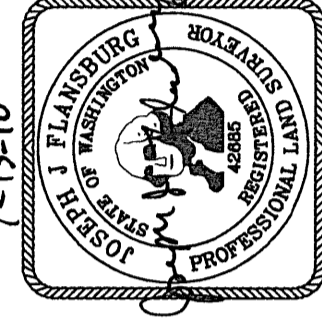
I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERIMETER MONUMENTS HAVE BEEN SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS HAVE BEEN SET OR BONDED WITH THE CITY OF GIG HARBOR AND WILL BE SET PRIOR TO THE RELEASE OF THE BOND; THAT I HAVE COMPLIED WITH ALL STATE AND COUNTY REGULATIONS GOVERNING PLATTING AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS OF APPROVAL THEREOF.

*Joseph J. Flansburg*

JOSEPH J. FLANSBURG, REGISTERED PROFESSIONAL LAND SURVEYOR  
CERTIFICATION NUMBER 42685

SW 1/4 OF NE 1/4 OF SEC. 25, TWP 22 N., RGE 1 EAST OF THE W.M.

SHEET 1 OF 7



# C.E.S. NW INC.

## CIVIL ENGINEERING & SURVEYING

5210 12TH ST E  
FIFE, WA 98424

BUS: (253) 922-1538  
FAX: (253) 922-1858

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# THE PLAT OF "MORNING POINT ESTATES"

SHEET 2 OF 7

A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

## GENERAL NOTES:

1. ALL ROADS WITHIN THIS PLAT ARE PRIVATE. "WARNING: THE 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 SITE."
2. ALL LOTS MUST ACCESS OFF INTERNAL PLAT ROADS.
3. ALL REQUIREMENTS OF THE CITY OF GIG HARBOR BUILDING DEPARTMENT AND THE CITY OF GIG HARBOR PLANNING AND PUBLIC WORKS DEPARTMENTS MUST BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THIS PLAT.
4. THIS PLAT IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201005170332.
5. THE PROPERTY INCLUDED WITHIN THE LEGAL DESCRIPTION CONTAINS A PRIVATE STORM DRAINAGE SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR SUCCESSORS TO MAINTAIN THE PRIVATE STORM DRAINAGE SYSTEM IN ITS ORIGINALLY DESIGNED CONDITION.
6. THE ROAD AND STORM SYSTEM SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED ENGINEERING PLANS ON FILE WITH THE CITY OF GIG HARBOR. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE APPROVAL FROM THE CITY OF GIG HARBOR.
7. THIS PLAT IS SUBJECT TO SANITARY SEWER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201005170031.
8. ANY GATE ACROSS A PRIVATE DRIVEWAY, SHARED ACCESS FACILITY OR PRIVATE ROAD MUST BE CONSTRUCTED WITH A VALID BUILDING PERMIT. THE ACCESS, GATE AND APPURTENANCES MUST BE DESIGNED IN CONFORMANCE WITH THE MOST CURRENT VERSION OF CITY OF GIG HARBOR PUBLIC WORKS STANDARDS.
9. NO BUILDING PERMITS WILL BE ISSUED ON ANY LOT IN THIS SUBDIVISION UNTIL ALL NECESSARY DRAINAGE IMPROVEMENTS, ROADS, SHARED ACCESSES OR ALLEYS ARE COMPLETED, WITH THE EXCEPTION THAT MINOR ITEMS THAT MAY BE DAMAGED DURING HOME-BUILDING (SUCH AS SIDEWALKS, BIO-SWALES, LININGS OR SHOULDER LEVELING COURSE) MAY BE FINANCIALLY GUARANTEED.
10. THE HOMEOWNERS ASSOCIATION SHALL MAINTAIN ALL PRIVATE ROADS, PRIVATE TRACTS AND PRIVATE EASEMENTS FOR THIS PROJECT.
11. FIRE FLOW AND/OR FIRE PROTECTION REQUIREMENTS SHALL BE DETERMINED AT THE TIME OF APPLICATION FOR BUILDING PERMIT.
12. THE LANDSCAPING/OPEN SPACE TRACT TRACTS SHALL BE MAINTAINED BY THE RESIDENTS OF THE PLAT OF MORNING POINT ESTATES FOR THE LIFE OF THE PROJECT. ALL PLANT MATERIALS SHALL BE PRUNED AND TRIMMED AS NECESSARY TO MAINTAIN A HEALTHY GROWING CONDITION. THE LANDSCAPING AREA SHALL BE KEPT FREE OF TRASH. ANY PLANT MATERIAL SHALL BE REPLACED WITHIN THE SPRING OR FALL GROWING SEASON FOLLOWING PLANT LOSS BUT NOT GREATER THAN 180 DAYS FROM TIME OF LOSS.
13. ALL LOT OWNERSHIP SHALL HAVE AN EQUALLY UNDIVIDED INTEREST IN ALL PRIVATE TRACTS FOR TAX PURPOSES.
14. EACH AND EVERY OWNER OF THE PROPERTY WITHIN THIS SUBDIVISION SHALL RETAIN A FRACTIONAL SHARE OF UNDIVIDED OWNERSHIP IN THE ALLOCATED OPEN SPACE.
15. THERE ARE NATURAL VEGETATION OPEN SPACE EASEMENTS, CREATED WITH THE RECORDING OF THIS PLAT. NO CLEARING, GRADING, FILL OR CONSTRUCTION OF ANY KIND WILL BE ALLOWED WITHIN THESE TRACTS AREA EXCEPT WHERE THE WATER SUPPLY LINE ACCESSES THE SITE AND EXCEPT FOR THE REMOVAL OF DISEASED OR DANGEROUS TREES WHICH MUST BE APPROVED BY THE CITY OF GIG HARBOR IN ADVANCE. A DISEASED TREE SHALL BE DEFINED AS ONE THAT HAS A STRONG LIKELIHOOD OF INFECTING OTHER TREES OR BRUSH IN THE AREA OR BECOMING DANGEROUS AS A RESULT OF THE DISEASE, AS DETERMINED BY AN EXPERT APPROVED BY THE CITY OF GIG HARBOR. A DANGEROUS TREE SHALL BE ANY TREE WHICH, IN THE OPINION OF AN EXPERT APPROVED BY THE CITY OF GIG HARBOR, HAS A STRONG LIKELIHOOD OF FALLING IN THE EVENT OF A 60 MPH WIND.
16. AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO THE CITY OF GIG HARBOR, PIERCE COUNTY UTILITIES, WASHINGTON WATER SERVICE COMPANY, PENINSULA LIGHT COMPANY, CENTURY LINK TELECOMMUNICATIONS, ANY CABLE TELEVISION AND ANY GAS COMPANY AND THEIR RESPECTIVE AGENTS, SUCCESSORS AND ASSIGNS UNDER AND UPON THE PRIVATE STREET(S), IF ANY, AND THE EXTERIOR FIVE FEET (5), TEN FEET (10) OR FIFTEEN FEET (15) OF ALL LOTS, TRACTS AND SPACES WITHIN THIS PLAT LYING PARALLEL WITH AND ADJOINING THE STREET(S) AND ALL SHARED ACCESSES AND UTILITY TRACTS IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUIT, CABLES AND WIRES WITH ALL THE NECESSARY OR CONVENIENT UNDERGROUND OR GROUND-MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH WATER, ELECTRIC, GAS, TELEPHONE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE STREETS, LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED.
17. EASEMENTS ARE HEREBY GRANTED FOR INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THE PLAT FOR THE SUBDIVISION OF MORNING POINT ESTATES. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT, WHICH 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 HOMEOWNER'S ASSOCIATION AS ESTABLISHED BY COVENANT RECORDED UNDER AUDITOR'S FILE NO. \_\_\_\_\_.
18. ALL LOT OWNERSHIPS SHALL INCLUDE THEIR ADJOINING PORTIONS OF PROPERTY FOR THE PRIVATE ROAD EASEMENT(S) AS SHOWN. THE APPLICANT AND/OR ADJOINING LANDOWNERS AND THEIR SUCCESSORS SHALL CONSTRUCT AND MAINTAIN ALL PRIVATE ROADS AND EASEMENTS FOR THIS PROJECT, BEFORE DEDICATION TO THE CITY OF GIG HARBOR THEY SHALL MEET CURRENT STANDARDS OF THE CITY OF GIG HARBOR.
19. FUTURE DEDICATION OF THE PRIVATE ROADWAY TO THE CITY OF GIG HARBOR MAY REQUIRE THE DEDICATION OF ADDITIONAL RIGHT-OF-WAY.
20. BUILDING SETBACKS ARE PER CITY OF GIG HARBOR DEVELOPMENT AGREEMENT RECORDED FEBRUARY 25, 2010 UNDER AFN 201002250569, RECORDS OF PIERCE COUNTY, WASHINGTON.
21. NO LOGGING, CLEARING, GRADING, OR FILLING SHALL BE CONDUCTED ON THE PROPERTY UNTIL SUCH TIME AS EROSION CONTROL AND STORM WATER DRAINAGE PLANS HAVE BEEN APPROVED BY THE DEVELOPMENT ENGINEERING SECTION. SUBSEQUENT TO SAID APPROVAL, TREE REMOVAL, CLEARING, GRADING AND FILLING SHALL BE LIMITED TO THOSE AREAS REASONABLY NECESSARY TO CONSTRUCT ROADS AND UTILITIES, AND TO CLEAR BUILDING FOOTPRINTS. THIS RESTRICTION SHALL NOT BE READ TO PROHIBIT OR LIMIT TREE REMOVAL OR VEGETATION CLEARING BY LOT PURCHASERS WHERE APPLICABLE.

## ROOF RUNOFF:

PRIOR TO FINAL BUILDING INSPECTION FOR THE STRUCTURES ON LOTS 1-23, ROOF DRAIN DOWNSPOUTS SHALL BE TIGHTLINED TO THE PLAT STORM DRAINAGE LOT STUB-OUT, AND SHALL BE INSPECTED BY THE CITY OF GIG HARBOR OR CERTIFIED BY THE APPLICANT'S ENGINEER OF RECORD FOR COMPLIANCE WITH THE DRAINAGE REQUIREMENTS.

## DRIVEWAY RUNOFF:

PRIOR TO FINAL BUILDING INSPECTION FOR THE STRUCTURES ON LOTS 1-23, DRIVEWAY RUNOFF SHALL BE TIGHTLINED TO THE PLAT STORM DRAINAGE LOT STUB-OUT, AND SHALL BE INSPECTED BY THE CITY OF GIG HARBOR OR CERTIFIED BY THE APPLICANT'S ENGINEER OF RECORD FOR COMPLIANCE WITH THE DRAINAGE REQUIREMENTS.

## TRACT NOTES:

1. TRACT "A" IS DESIGNATED A PRIVATE OPEN SPACE TRACT AND PRIVATE STORM TRACT. ALL LOT OWNERS SHALL HAVE A 1/23RD UNDIVIDED INTEREST IN SAID TRACT FOR TAX PURPOSES. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE IMPROVEMENTS CONTAINED THEREIN.
2. TRACT "B" IS DESIGNATED A PRIVATE OPEN SPACE TRACT AND A PRIVATE PARK TRACT. ALL LOT OWNERS SHALL HAVE A 1/23RD UNDIVIDED INTEREST IN SAID TRACT FOR TAX PURPOSES. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE IMPROVEMENTS CONTAINED THEREIN.
3. TRACT "C" IS DESIGNATED A PRIVATE OPEN SPACE TRACT. ALL LOT OWNERS SHALL HAVE A 1/23RD UNDIVIDED INTEREST IN SAID TRACT FOR TAX PURPOSES. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE IMPROVEMENTS CONTAINED THEREIN.

## SETBACKS:

(SEE NOTE 18 ABOVE)

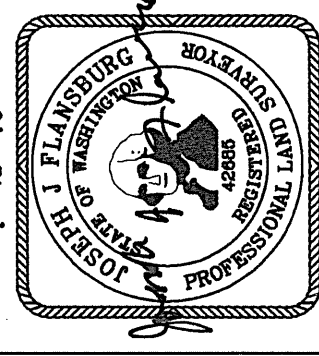
FRONT YARD SETBACK: 25 FEET  
REAR YARD SETBACK: 10 FEET  
SIDE YARD SETBACK: 5 FEET

## ADDRESSES:

LOT 1	6106 120TH STREET COURT NW
LOT 2	12002 61ST AVENUE COURT NW
LOT 3	12006 61ST AVENUE COURT NW
LOT 4	12010 61ST AVENUE COURT NW
LOT 5	12014 61ST AVENUE COURT NW
LOT 6	12018 61ST AVENUE COURT NW
LOT 7	12022 61ST AVENUE COURT NW
LOT 8	12026 61ST AVENUE COURT NW
LOT 9	12030 61ST AVENUE COURT NW
LOT 10	12104 61ST AVENUE COURT NW
LOT 11	12108 61ST AVENUE COURT NW
LOT 12	12112 61ST AVENUE COURT NW
LOT 13	12116 61ST AVENUE COURT NW
LOT 14	12120 61ST AVENUE COURT NW
LOT 15	12124 61ST AVENUE COURT NW
LOT 16	12103 61ST AVENUE COURT NW
LOT 17	12029 61ST AVENUE COURT NW
LOT 18	12025 61ST AVENUE COURT NW
LOT 19	12021 61ST AVENUE COURT NW
LOT 20	12017 61ST AVENUE COURT NW
LOT 21	12011 61ST AVENUE COURT NW OR - 6113 120TH STREET COURT NW
LOT 22	6109 120TH STREET COURT NW
LOT 23	6105 120TH STREET COURT NW

SW 1/4 OF NE 1/4 OF SEC. 25, TWP 22 N, RGE 1 EAST OF THE W.M.

7-13-10



SHEET 2 OF 7

**C.E.S. NW INC.**

**CIVIL ENGINEERING & SURVEYING**

5210 12TH ST E  
FIFE, WA 98424

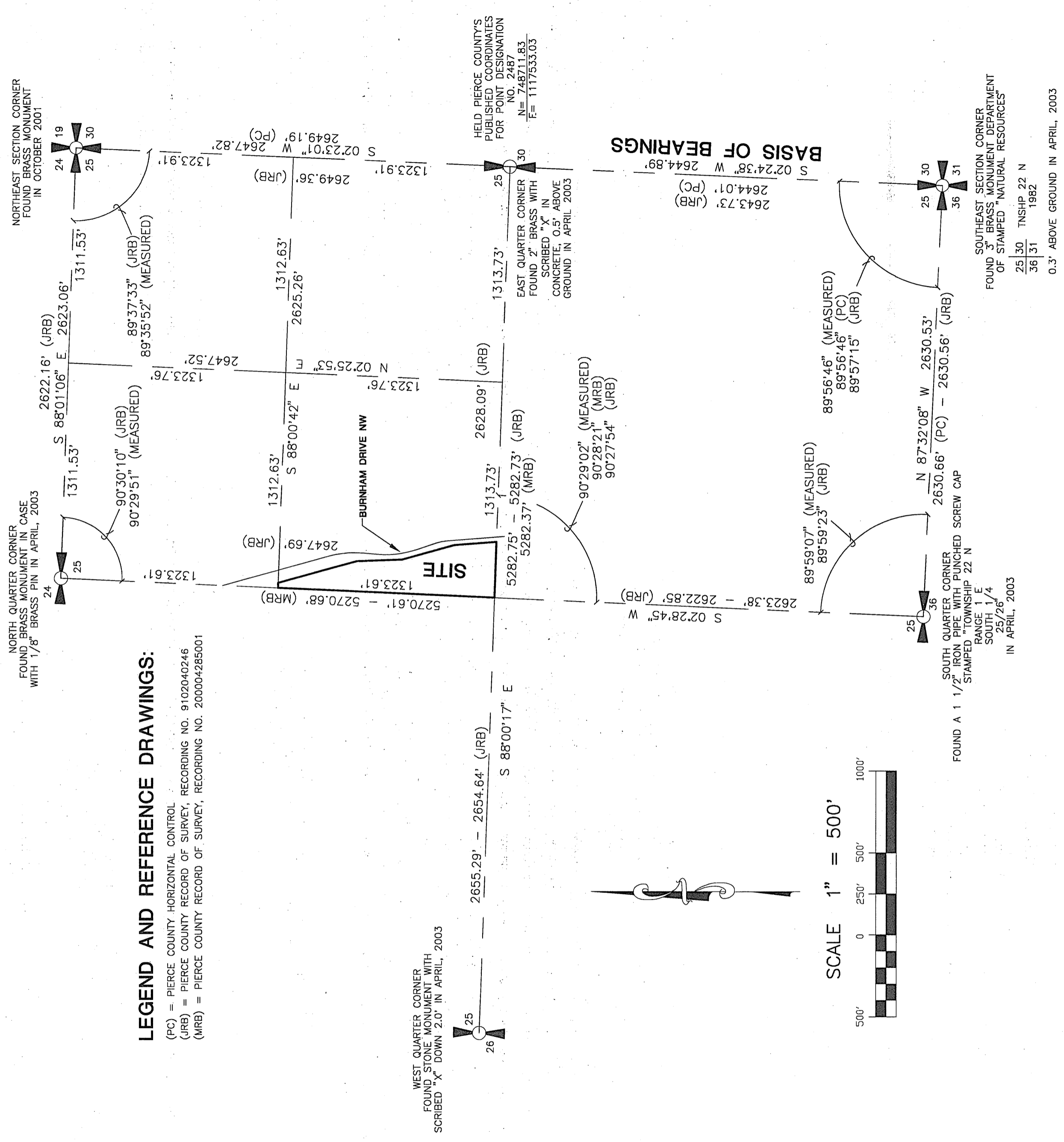
BUS: (253) 922-1532  
FAX: (253) 922-1954

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# THE PLAT OF "MORNING POINT ESTATES"

SHEET 3 OF 7

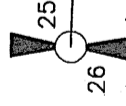
A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



### LEGEND AND REFERENCE DRAWINGS:

- (PC) = PIERCE COUNTY HORIZONTAL CONTROL
- (JRB) = PIERCE COUNTY RECORD OF SURVEY, RECORDING NO. 9102040246
- (MRB) = PIERCE COUNTY RECORD OF SURVEY, RECORDING NO. 200004285001

WEST QUARTER CORNER  
FOUND STONE MONUMENT WITH  
SCRIBED "X" DOWN 2.0' IN APRIL, 2003



SCALE 1" = 500'



### LEGAL DESCRIPTION:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, LYING WESTERLY OF GIG HARBOR-PURDY COUNTY ROAD; EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE ROUTE NO. 16 AND STATE HIGHWAY NO. 14;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

### SUBJECT TO:

WELL AND EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER PIERCE COUNTY AFN 9102220291.

### SURVEYOR'S NOTES

1. BASIS OF BEARINGS: HELD S 02°24'38" W, ALONG THE MONUMENTED EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 25, PER PIERCE COUNTY PUBLISHED HORIZONTAL DATUM.
2. EQUIPMENT USED: TRIMBLE 5600 SERIES TOTAL STATION.
3. METHOD AND DATE OF MONUMENT LOCATION: FIELD TRAVERSE IN OCTOBER 2001 AND APRIL 2003. RECORDING ACT CHAPTER 58.09 RCW AND WAC 332-130.
5. LEGAL DESCRIPTION AND EASEMENTS ARE FROM PUGET SOUND TITLE COMPANY'S SUBDIVISION GUARANTEE ORDER NO. 179025, DATED JULY 11, 2010 AT 8:00 A.M. C.E.S. NW, INC. HAS NOT CONDUCTED INDEPENDENT TITLE SEARCH NOR IS C.E.S. NW, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THIS PLAT. C.E.S. NW, INC. HAS RELIED SOLELY ON THE INFORMATION CONTAINED IN SAID GUARANTEE IN PREPARING THIS PLAT AND DOES NOT WARRANT THE ACCURACY AND COMPLETENESS OF THAT EXTENT.

SW 1/4 OF NE 1/4 OF SEC. 25, TWP 22 N., RGE 1 EAST OF THE W.M.



7-13-10

**C.E.S. NW INC.**

CIVIL ENGINEERING & SURVEYING

5210 12TH ST E  
FIFE, WA 98424

BUS: (253) 922-1532  
FAX: (253) 922-1982

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# THE PLAT OF "MORNING POINT ESTATES"

SHEET 4 OF 7

A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

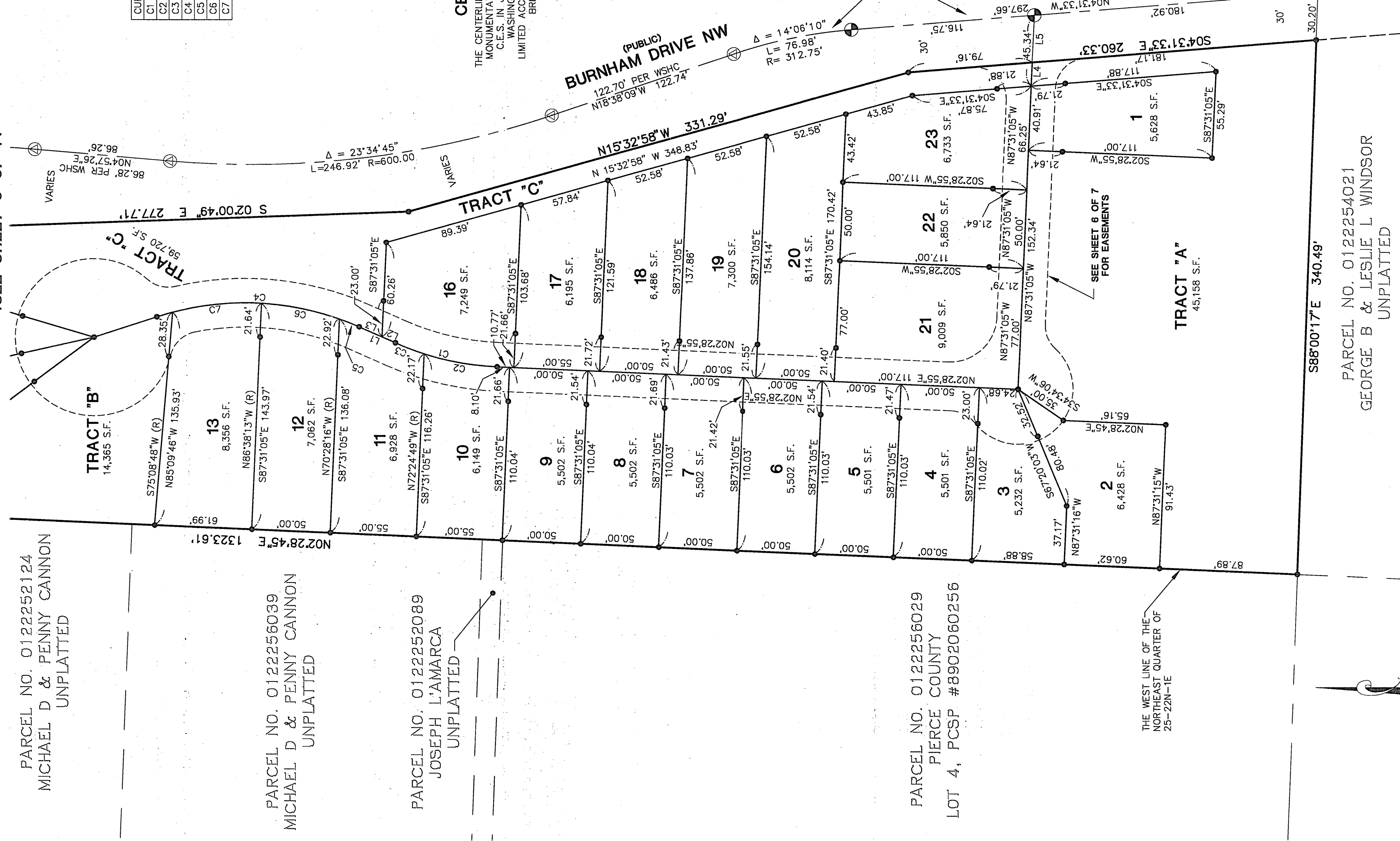
SEE SHEETS 6 AND 7 OF 7 FOR EASEMENTS  
(SEE SHEET 5 OF 7)

PARCEL NO. 0122252124  
MICHAEL D & PENNY CANNON  
UNPLATTED

PARCEL NO. 0122256039  
MICHAEL D & PENNY CANNON  
UNPLATTED

PARCEL NO. 0122252089  
JOSEPH L'AMARCA  
UNPLATTED

PARCEL NO. 0122256029  
PIERCE COUNTY  
LOT 4, PCSP #8902060256



**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC LENGTH
C1	21°22'29"	180.00'	67.15'
C2	15°06'16"	180.00'	47.45'
C3	6°16'13"	180.00'	19.70'
C4	41°58'52"	180.00'	131.94'
C5	4°19'40"	180.00'	13.60'
C6	16°09'57"	180.00'	50.79'
C7	18°12'59"	180.00'	57.23'

**LINE TABLE**

LINE	ANGLE	DISTANCE
L1	N 23°51'24" E	25.20'
L2	N 23°51'24" E	9.26'
L3	S 23°51'24" W	15.94'
L4	N 87°31'05" W	15.11'
L5	N 87°31'05" W	30.23'

**CENTERLINE ALIGNMENT NOTE:**  
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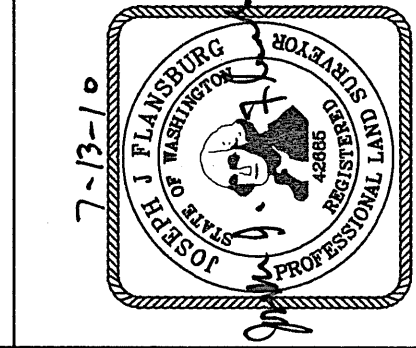
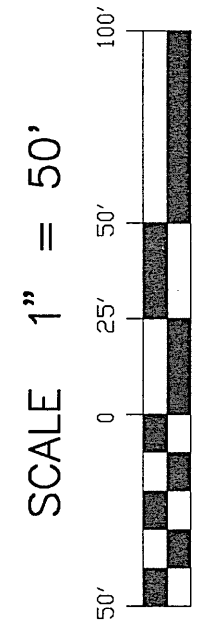
**NOTE:**  
SEE SHEETS 6 AND 7 FOR EASEMENTS AND BUILDING SETBACKS

**LEGEND**

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- ⊙ = FOUND MONUMENT IN CASE WITH 2-1/2" PIPE WITH A BRASS TACK, JANUARY 2004
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- WSHC = WASHINGTON STATE HIGHWAY COMMISSION
- Δ = DELTA ANGLE
- R = RADIUS
- L = LENGTH
- (R) = RADIAL BEARING

**TRACTS:**  
TRACT 'A' IS DESIGNATED AS A PRIVATE OPEN SPACE TRACT AND PRIVATE STORM TRACT  
TRACT 'B' IS DESIGNATED AS A PRIVATE OPEN SPACE TRACT AND PRIVATE PARK TRACT  
TRACT 'C' IS DESIGNATED AS A PRIVATE OPEN SPACE TRACT

THE SOUTH LINE OF THE NORTHEAST QUARTER OF 25-22N-1E



**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

5210 12TH ST E  
FIFE, WA 98424  
BUS: (253) 925-1532  
FAX: (253) 925-1956

SW 1/4 OF NE 1/4 OF SEC. 25, TWP 22 N., RGE 1 EAST OF THE W.M.  
SHEET 4 OF 7

# THE PLAT OF "MORNING POINT ESTATES"

SHEET 5 OF 7

A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

PARCEL NO. 0122256038  
MICHAEL D & PENNY CANNON  
UNPLATTED

FOUND 5/8" IRON PIPE WITH  
NO CAP (43.71/37.157' W/O.71'  
FROM CALCULATED POSITION

FOUND REBAR AND CAP  
MARKED "BAUER 37558"  
S72°57'54"W/0.48' FROM  
CALCULATED POSITION

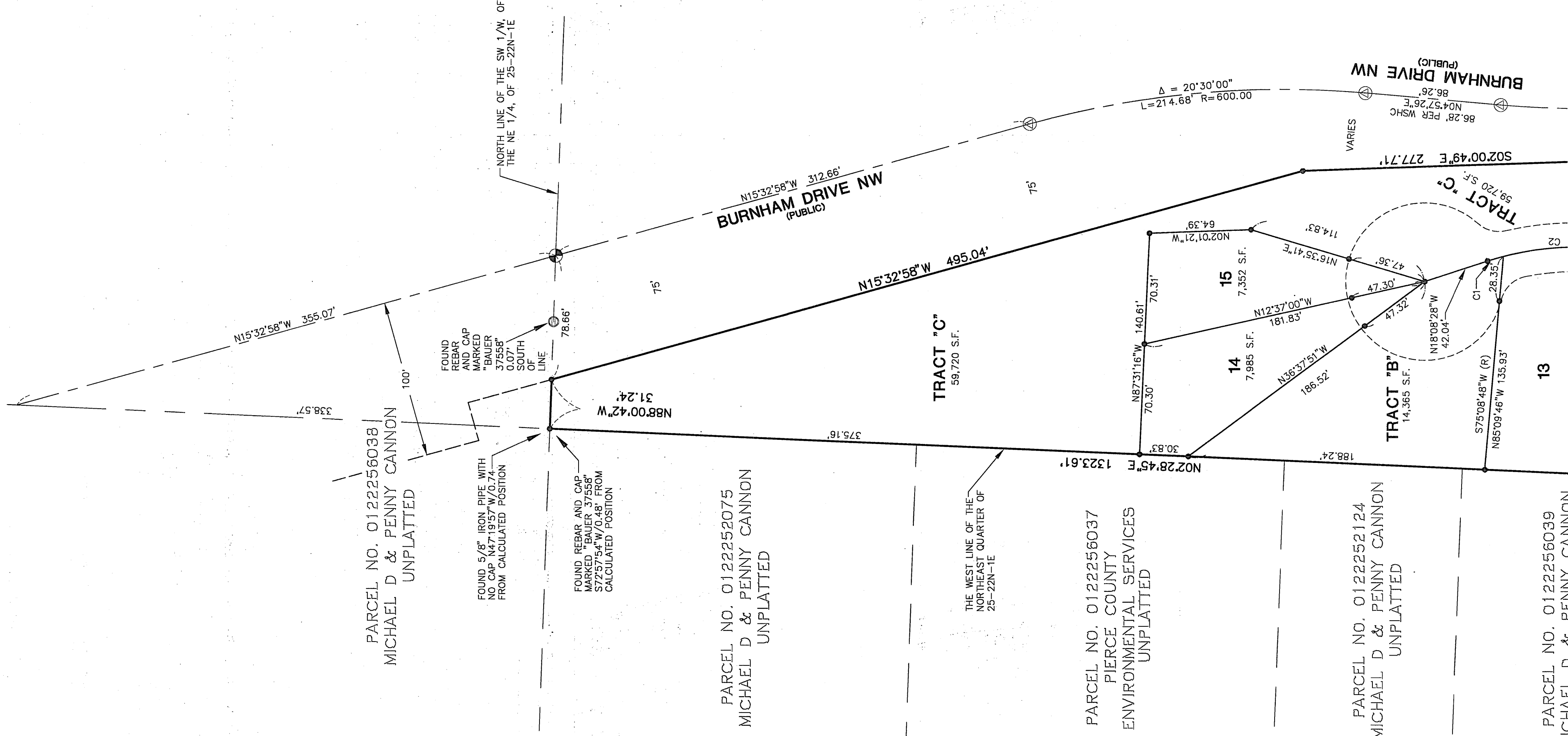
PARCEL NO. 0122252075  
MICHAEL D & PENNY CANNON  
UNPLATTED

THE WEST LINE OF THE  
NORTHEAST QUARTER OF  
25--22N-1E

PARCEL NO. 0122256037  
PIERCE COUNTY  
ENVIRONMENTAL SERVICES  
UNPLATTED

PARCEL NO. 0122252124  
MICHAEL D & PENNY CANNON  
UNPLATTED

PARCEL NO. 0122256039  
MICHAEL D & PENNY CANNON  
UNPLATTED



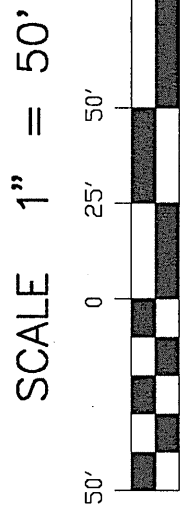
**TRACTS:**  
TRACT "A" IS DESIGNATED AS A PRIVATE OPEN SPACE TRACT AND PRIVATE STORM TRACT  
TRACT "B" IS DESIGNATED AS A PRIVATE OPEN SPACE TRACT AND PRIVATE PARK TRACT  
TRACT "C" IS DESIGNATED AS A PRIVATE OPEN SPACE TRACT

**NOTE:**  
SEE SHEETS 6 AND 7 FOR EASEMENTS AND BUILDING SETBACKS

**CENTERLINE ALIGNMENT NOTE:**  
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**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC LENGTH
C1	371°16"	180.00'	10.33'
C2	41°59'52"	180.00'	131.94'

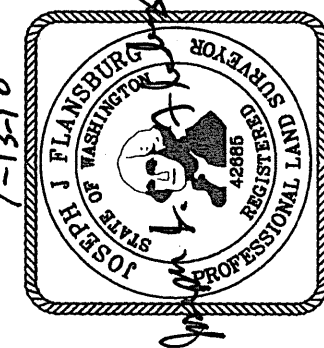


**LEGEND**

- ⊙ = SET GIG HARBOR STANDARD MONUMENT
- ⊕ = FOUND MONUMENT IN CASE WITH 2-1/2" PIPE WITH A BRASS TACK, JANUARY 2004
- = ALL LOT AND TRACT CORNERS AND ANGLE POINTS ARE MONUMENTED AS SHOWN HEREON WITH A 1/2" REBAR AND ORANGE CAP STAMPED "CES LS 42685", WITH A 2" X 2" WHITE LOT BOARD SET NEAR BY AS A REFERENCE MARKER.

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- L = LENGTH
- (R) = RADIAL BEARING

SW 1/4 OF NE 1/4 OF SEC. 25, TWP 22 N., RGE 1 EAST OF THE W.M.



**C.E.S. NW INC.**

**CIVIL ENGINEERING & SURVEYING**  
5210 12TH ST E  
PIPER, WA 98424

PHS: (253) 922-1533  
FAX: (253) 922-1854

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(SEE SHEET 4 OF 7)

# THE PLAT OF "MORNING POINT ESTATES" SHEET 6 OF 7

A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON EASEMENTS AND BUILDING SETBACKS (SEE SHEET 7 OF 7)

NATIVE VEGETATION OPEN SPACE EASEMENT AREA "B" (SEE NOTE 13 ON SHEET 2)  
 PARCEL NO. 0122252124  
 MICHAEL D & PENNY CANNON  
 UNPLATTED

30' INGRESS, EGRESS AND UTILITIES EASEMENT PER AFN#200602100509 AND AFN#9002260227

PARCEL NO. 0122256039  
 MICHAEL D & PENNY CANNON  
 UNPLATTED

PARCEL NO. 0122252089  
 JOSEPH L'AMARCA  
 UNPLATTED

10' PRIVATE WATERMAIN AND APPURTENANCES EASEMENT  
**FENCE NOTE:**  
 WHEN NECESSARY AND UPON THE REQUEST OF WASHINGTON WATER SERVICE COMPANY, ANY FENCE ERRECTED BETWEEN LOTS 7 AND 8 SHALL BE REMOVED/REPLACED BY OWNERS OF SAID LOTS. WASHINGTON WATER SERVICE COMPANY HAS THE RIGHT TO REMOVE THE FENCE AT THE OWNER'S EXPENSE IF IT IS NOT DONE BY THE OWNERS IN A TIMELY MANNER UPON WASHINGTON WATER SERVICE REQUEST. REINSTALLATION WILL BE SOLELY THE LOT OWNER'S RESPONSIBILITY.

THE WEST LINE OF THE NORTHEAST QUARTER OF 25--22N-1E  
 PARCEL NO. 0122256029  
 PIERCE COUNTY  
 LOT 4, PCSP #8902060256

NATIVE VEGETATION OPEN SPACE EASEMENT AREA "A" (SEE NOTE 13 ON SHEET 2)

## LEGEND

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- ⊙ = FOUND MONUMENT IN CASE WITH 2-1/2" PIPE WITH A BRASS TACK, JANUARY 2004
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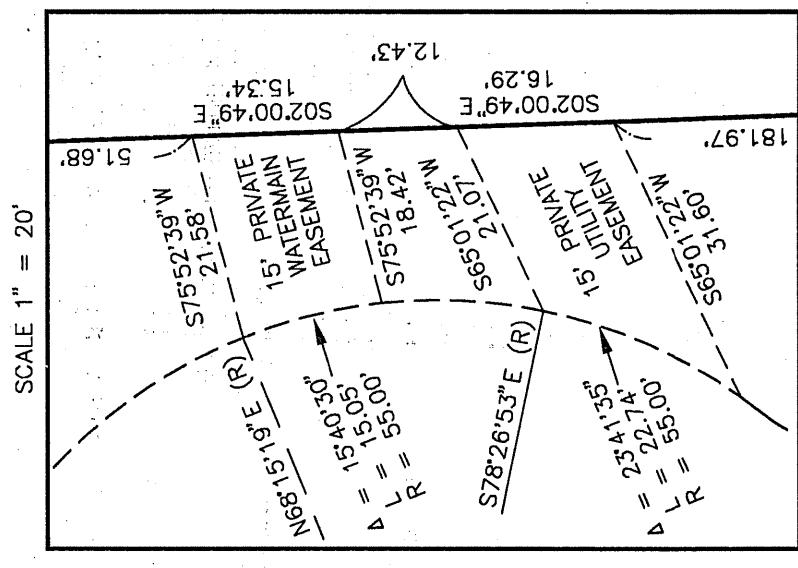
CURVE	DELTA	RADIUS	ARC LENGTH
C1	82°59'32"	20.00'	28.97'
C2	97°00'28"	20.00'	33.86'
C3	49°48'01"	20.00'	17.38'
C4	49°48'01"	20.00'	17.38'
C5	90°00'00"	30.00'	47.12'
C6	55°18'16"	20.00'	19.30'
C7	65°30'28"	20.00'	22.87'
C8	26°36'10"	35.00'	16.25'
C9	26°36'10"	45.00'	20.89'
C10	26°36'10"	35.00'	16.25'
C11	26°36'10"	45.00'	20.89'

## LINE TABLE

LINE	ANGLE	DISTANCE
L1	S 23°51'24" W	25.20'
L2	N 2°28'55" E	15.22'
L3	N 2°28'55" E	23.96'
L4	S 61°24'07" E	3.45'
L5	S 61°24'07" E	3.45'

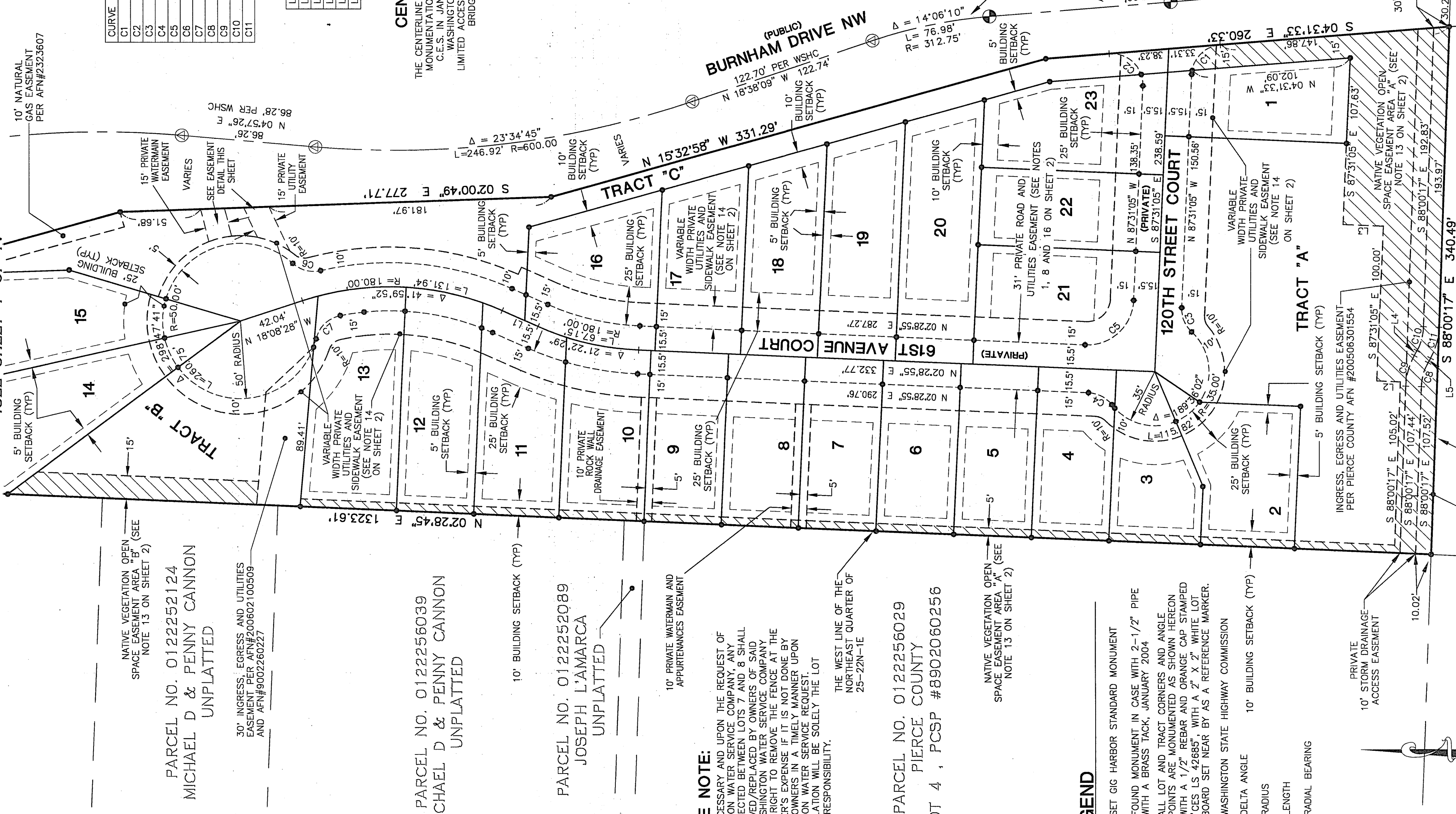
**CENTERLINE ALIGNMENT NOTE:**  
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## EASEMENT DETAIL



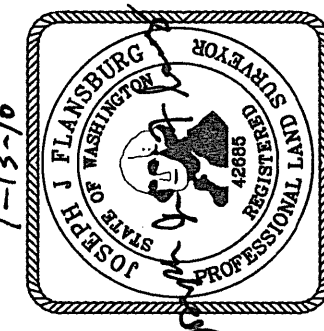
**TRACTS:**  
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 TRACT "B" IS DESIGNATED AS A PRIVATE OPEN SPACE TRACT AND PRIVATE PARK TRACT  
 TRACT "C" IS DESIGNATED AS A PRIVATE OPEN SPACE TRACT

THIS CENTERLINE TANGENT AND CURVE ESTABLISHED FROM SURVEY/ASBUILT ROAD



PARCEL NO. 0122254021  
 GEORGE B & LESLIE L WINDSOR  
 UNPLATTED

SW 1/4 OF NE 1/4 OF SEC. 25, TWP 22 N., RGE 1 EAST OF THE W.M.  
**SHEET 6 OF 7**



**C.E.S. NW INC.**  
**CIVIL ENGINEERING & SURVEYING**  
 5210 12TH ST. E  
 PIERCE, WA 98424  
 BUS: (253) 922-1538  
 FAX: (253) 922-1954  
 P:\03196\03196.dwg\03196\_FP.dwg 7/13/2010

SCALE 1" = 50'



SEE SHEET 7 OF 7 FOR ENCROACHMENT DETAIL

# THE PLAT OF "MORNING POINT ESTATES"

SHEET 7 OF 7

A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

## EASEMENTS AND BUILDING SETBACKS

PARCEL NO. 0122256038  
MICHAEL D & PENNY CANNON  
UNPLATTED

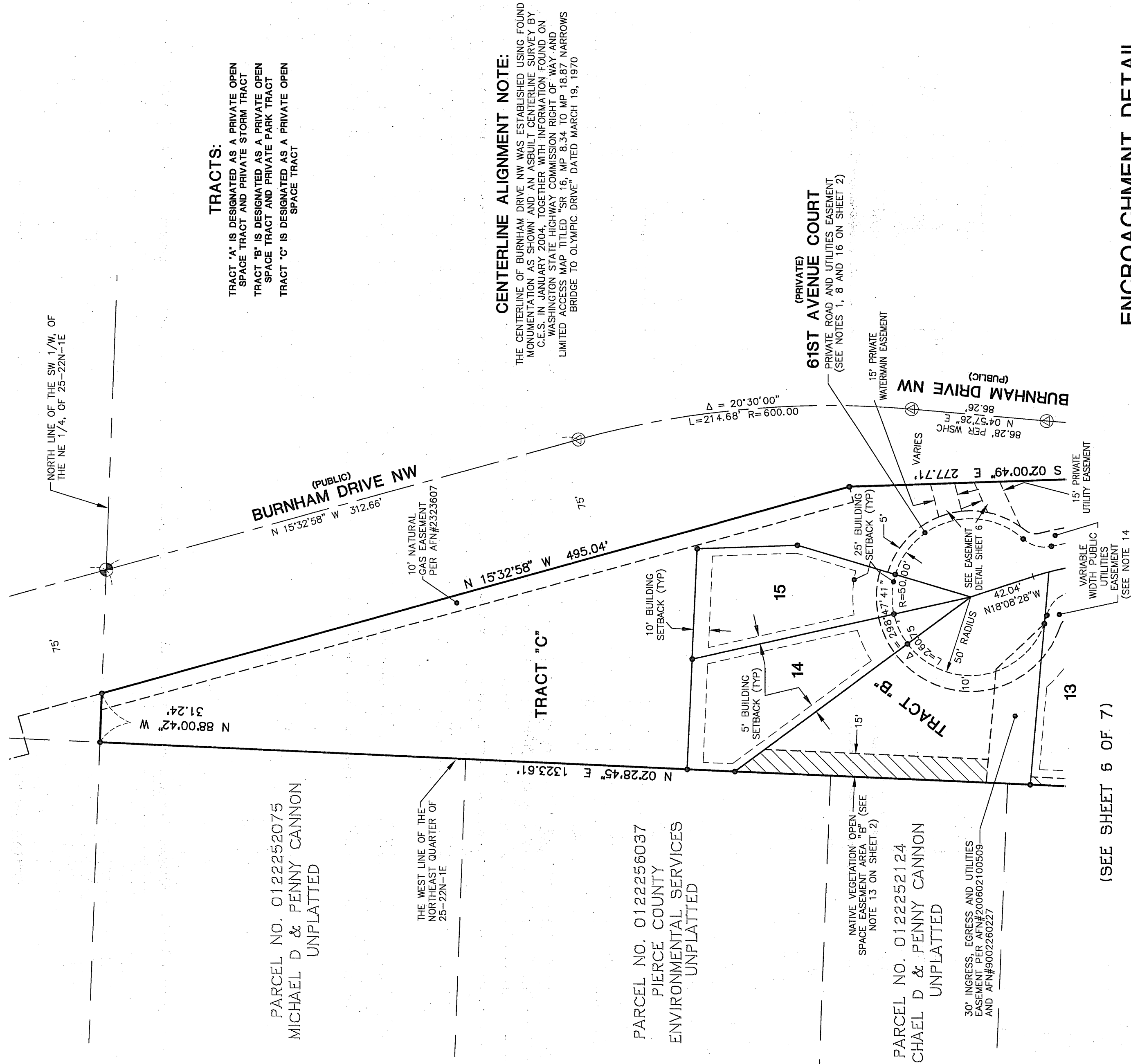
PARCEL NO. 0122252075  
MICHAEL D & PENNY CANNON  
UNPLATTED

THE WEST LINE OF THE  
NORTHEAST QUARTER OF  
25-22N-1E

PARCEL NO. 0122256037  
PIERCE COUNTY  
ENVIRONMENTAL SERVICES  
UNPLATTED

PARCEL NO. 0122252124  
MICHAEL D & PENNY CANNON  
UNPLATTED

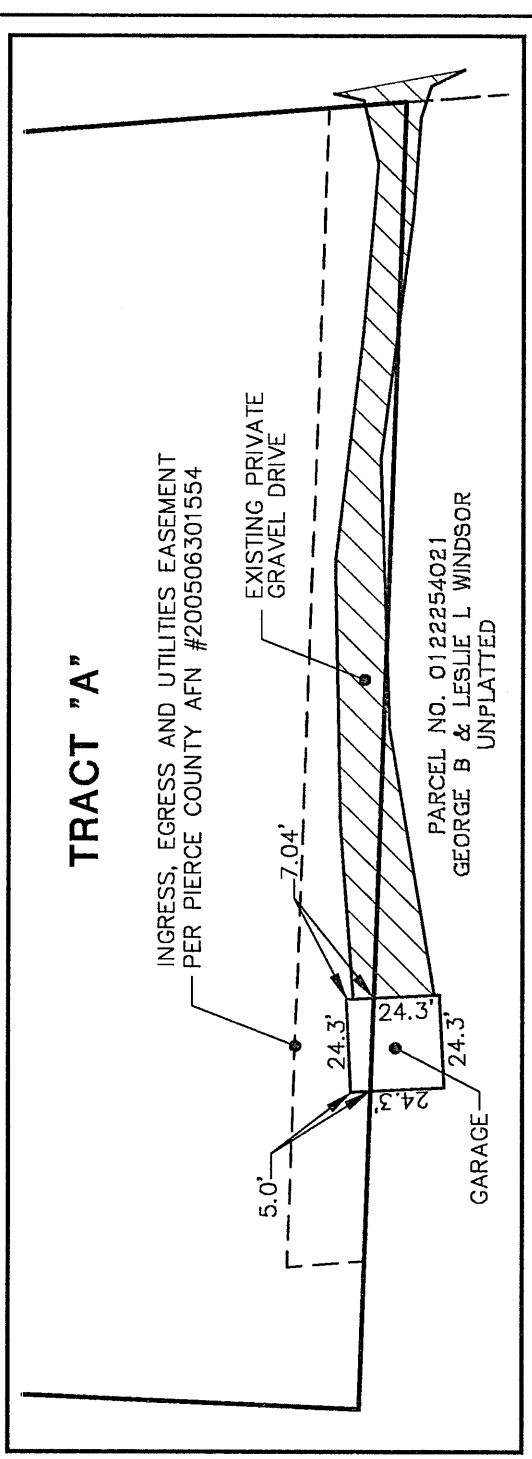
30' INGRESS, EGRESS AND UTILITIES  
EASEMENT PER AFN#200602100509  
AND AFN#9002260227



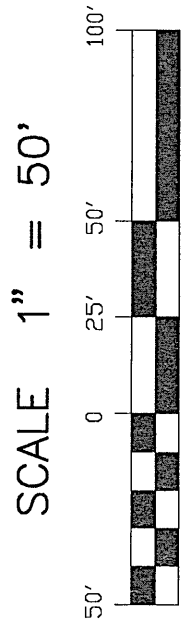
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## ENCROACHMENT DETAIL



- LEGEND**
- ⊙ = SET GIG HARBOR STANDARD MONUMENT
  - ⊙ = FOUND MONUMENT IN CASE WITH 2-1/2" PIPE WITH A BRASS TACK, JANUARY 2004
  - = ALL LOT AND TRACT CORNERS AND ANGLE POINTS ARE MONUMENTED WITH A 1/2" REBAR AND ORANGE CAP STAMPED "CES LS 42685", WITH A 2" X 2" WHITE LOT BOARD SET NEAR BY AS A REFERENCE MARKER.
  - WSHC = WASHINGTON STATE HIGHWAY COMMISSION
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SW 1/4 OF NE 1/4 OF SEC. 25, TWP 22 N., RGE 1 EAST OF THE W.M.

SHEET 7 OF 7

**C.E.S. NW INC.**  
CIVIL ENGINEERING & SURVEYING

7-13-10

JOSEPH J. FLAUSBUING  
STATE OF WASHINGTON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
42685

PARCEL NO. 0122254021  
GEORGE B & LESLIE L WINDSOR  
UNPLATTED

Consent Agenda 8  
Page 25 of 25  
BUS: (253) 922-1532  
FAX: (253) 922-1988  
5210 12TH ST E  
FIFE, WA 98424  
P:\03196.0\dwg\03196\_1.PF.dwg 7/13/2010



**Subject:** Wastewater Treatment Plant (WWTP)  
Phase 1 Improvement Project  
– Change Orders No. 3 and 4

**Proposed Council Action:** Authorize the execution of Change Order No. 3 with Prospect Construction Inc. for the procurement of equipment and materials for Clarifier #02 and the 5th RAS pump, and anoxic basin fall protection system. In addition, authorize the execution of Change Order No. 4 with Prospect Construction, Inc. for the completed construction of Clarifier #2 and the walkways linking Clarifier #1, #2, #3 and aeration basins.

The changes listed above will result in a contract increase of \$834,814.00, with sales tax \$904,938.37, for a net change in the contract price in the amount of \$11,871,196.58, with sales tax.

**Dept. Origin:** Public Works Department

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

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

**Exhibits:** Change Order No. 3  
Change Order No. 4  
July 2, 2010 Parametrix  
Recommendation Letter

Initial & Date

**Concurred by Mayor:**

*CVH 7/22/10*

**Approved by City Administrator:**

*ROK*

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

*Approv via email 7/22/10*

**Approved by Finance Director:**

*JG 7/22/10*

**Approved by Department Head:**

*JG 7/22/10*

Expenditure	Amount	Appropriation
Required	Budgeted	Required
\$904,938.37	See Fiscal Below	\$0

**INFORMATION / BACKGROUND**

**Change Order No. 3**

**Clarifier No. 2**

An additional Clarifier No. 2 and 5th Return Activated Sludge pump equipment needs to be procured. The equipment and materials will be added, as specified in Contract Drawings prepared by Cosmopolitan Engineering Group dated June 2010.

The cost for the procurement of equipment and materials for the additional Clarifier will result in an increase of \$225,000.00, with sales tax \$243,900.00, to the Base Contract.

**Anoxic Basin Fall Protection System**

This work includes the installation of a Multi-span Sayflin System on the Anoxic basins to allow safe access for WWTP personnel to service anoxic basin mixers.

The cost of installing the fall protection system will result in an increase of \$13,126.00, with sales tax \$14,228.58, to the Base Contract.

The resulting total for Change Order No. 3 will be \$258,128.58, including sales tax.

**Change Order No. 4**

**Clarifier No. 2**

An additional Clarifier #2 and 5th RAS pump will be added. In addition, the work will include walkways linking Clarifier's #1, #2 and #3 and aeration basins, as specified in Contract Drawings prepared by Cosmopolitan Engineering Group dated June 2010.

The cost of the completed construction of the additional Clarifier will result in an increase of \$596,688.00, with sales tax \$646,809.79, to the Base Contract.

**Note that formal authorization of Change Order 4 will be deferred until approximately August 31, 2010 and it is contingent upon successful outcome of the directional bore portion of the Marine Outfall work, which is scheduled to be completed by the end of August.**

Should unforeseen complications arise from the directional bore work that may add unforeseen huge cost overruns to the Marine Outfall project, the City may terminate authorization of this Change Order No. 4 with the Contractor at zero cost to the City.

**FISCAL CONSIDERATION**

See the attached Budget Estimate Summary and the following.

Original Project Contingency	\$ 1,300,000
Reduced Project Contingency for CO No 2 and Clarifier Design	\$ 183,157
Available Contingency Balance	<b>\$ 1,116,843</b>
Less Change Order 3 and 4	\$ 904,938
<b>Remaining 2010 Budget =</b>	<b>\$ 211,905</b>

**BOARD OR COMMITTEE RECOMMENDATION**

Both the Public Works Committee and the full Council have been apprised of this change order and ongoing staff efforts to negotiate a favorable price for this work.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the execution of Change Order No. 3 in the amount of \$258,128.58, and effective September 1, 2010, execute Change Order No. 4 in the amount of \$646,809.79, pending the favorable outcome of the directional bore work associated with the Marine Outfall project.



WWTP Phase 1 Expansion Budget Estimate Summary (CSSP-0702)

		Amount Spent by end of June 2010	Balance for 2010
<b>Design</b>			
Design Services Incl Pre Engineering Report	Cosmopolitan Engineering Group	\$1,261,651	\$1,261,651
Design Review Services	Parametrix, Inc.	\$185,090	\$185,090
Cultural Resources Services	CRC	\$3,795	\$3,795
<b>City Engineering Staff Time</b>	<b>City of Gig Harbor</b>	<b>\$10,000</b>	<b>\$5,000</b>
<i>subtotal</i>		\$1,460,536	\$1,455,536

<b>Construction</b>				
<b>Project Management</b>		\$820,685	\$474,801	\$345,884
Project Management	Cosmopolitan Engineering Group-Amend#5	\$53,612	\$31,751	\$21,861
Material Testing	CTL	\$875,884	\$531,737	\$344,147
Project Assistance	Parametrix, Inc. Amend. #1 9/22/08	\$221,816	\$92,232	\$129,584
SCADA Design & Programming	AIA	\$13,500	\$0	\$13,500
Cultural Resource Consultants	CRC	\$5,580	\$1,700	\$3,880
Surveying Services	Prizm	\$10,000	\$5,000	\$5,000
<b>City Engineering Staff Time</b>	<b>City of Gig Harbor</b>			
<i>subtotal</i>		\$2,001,077	\$1,137,221	\$863,856

<b>Construction</b>		\$10,966,258	\$9,051,888	\$1,914,370
Construction Contract (Apparent low bidder)	Prospect Construction Co.	\$1,300,000	\$0	\$1,300,000
<b>10% contingency *</b>	<b>Assumes Competitive Bid, not CO.</b>	\$270,458	\$270,458	\$0
Centrifuge	Purchased by City (Alfa Laval)	\$333,148	\$299,833	\$33,315
Blowers	Purchased by City (APG Neuros)	\$54,642	\$0	\$54,642
Austin St. detour improvements	TBD	\$76,955	\$76,955	\$0
Waterline Extension (constr. complete)	Pape & Sons	\$96,244	\$96,244	\$0
City Building Permit Fees				
<i>subtotal</i>		\$13,097,705	\$9,795,378	\$3,302,327

**Total Estimated Design & Construction Costs**      **\$16,559,318**      **\$12,388,135**      **\$4,171,183**

<b>Funding Sources</b>	\$10,000,000
PWTF Loan	\$3,500,000
DOE Grant + CTED Grant	\$765,000
PWTF Design Loan (already rec'd & spent by City)	
Costs already paid by City through 2009 (above the PWTF Design Loan amount)	\$2,294,318
Revenue Bond 2009	

**Total Funding**      **\$16,559,318**

Revised: July 20, 2010



CONTRACT CHANGE ORDER (CCO) NO. 003

Date: 2010, 7-6

Project Name: Wastewater Treatment Plant (WWTP) Phase 1 Improvement  
Contractor: Prospect Construction Inc.

Project No.: CSSP-0702

DESCRIPTION OF WORK

You are hereby requested to comply with the following changes from the contract Plans and specifications:

Such work will be compensated by: check one or more of the following as applicable [X] Increase or [ ] Decrease in bid items; [ ] Force Account; [X] Negotiated Price: The described work affects the existing contract items and/or adds and/or deletes bid items as follows:

- 1 This Change Order is for the procurement of equipment and materials for Clarifier #2 and additional 5th RAS pump. See new Construction Drawings by Cosmopolitan Engineering and design team dated June 2010.
- 2 This work includes the installation of a Multi-span Sayflin System (fall protection system) for WWTP personnel to service the anoxic basins mixers.

Item No.	Description	WCD #	Qty.	Unit	\$ Cost Per Unit	\$ Cost	Net \$ Cost	Adj. Days
1	Materials and equipment procurement for Clarifier #2 and Walkways	050	Orig.	0	LS	\$0.00	\$0.00	
			Rev.	1	LS	\$225,000.00	\$225,000.00	\$225,000.00
2	Anoxic Basin Safety Equipment and Fall Protection	051	Orig.	0	LS	\$0.00	\$0.00	
			Rev.	1	LS	\$13,126.00	\$13,126.00	\$13,126.00
3			Orig.	0	LS	\$0.00	\$0.00	
			Rev.	1	LS	\$0.00	\$0.00	\$0.00
4			Orig.	0	LS	\$0.00	\$0.00	
			Rev.	1	LS	\$0.00	\$0.00	\$0.00
5			Orig.	0	LS	\$0.00	\$0.00	
			Rev.	1	LS	\$0.00	\$0.00	\$0.00
6			Orig.	0		\$0.00	\$0.00	
			Rev.	1		\$0.00	\$0.00	\$0.00
7			Orig.	0		\$0.00	\$0.00	
					Total		\$238,126.00	0

ORIGINAL CONTRACT	CURRENT CONTRACT	Est. Net Change	Total Change Orders,	Est. contract After This
		This Change Order	Including This One	Change Order
\$10,040,543.00	\$10,116,474.00	\$238,126.00	\$314,057.00	\$10,354,600.00
Sales tax \$10,883,949.00	\$10,966,258.21	\$258,128.58	\$340,437.79	\$11,224,386.78
DAYS: 510	DAYS: 510	DAYS: 0	DAYS: 0	DAYS: 510

Please Note that the Sales Tax was rounded up in the original contract by 0.39

All work, materials and measurements to be in accordance with the provisions of the original contract and/or the standard specifications and special provisions for the type of construction involved. The payments and/or additional time specified and agreed to in this order include every claim by the Contractor for any extra payment or extension of time with respect to the work described herein, including delays to the overall project.

APPROVED BY:	SIGNATURE:	DATE:
PROJECT ENGINEER	<i>David McBride</i>	7-20-10
OWNERS REPRESENTATIVE	<i>Shannon Thompson</i>	7-15-10
CONTRACTOR	<i>[Signature]</i>	7-19-10
CITY ENGINEER		
CITY MANAGER		
CITY COUNCIL APPROVAL DATE:		





CONTRACT CHANGE ORDER (CCO) NO. 004

Project Name: Wastewater Treatment Plant (WWTP) Phase 1 Improvement  
Contractor: Prospect Construction Inc.

Date: 2010, 7-15

Project No.: CSSP-0702

**DESCRIPTION OF WORK**

You are hereby requested to comply with the following changes from the contract Plans and specifications:

Such work will be compensated by: check one or more of the following as applicable [X] Increase or [ ] Decrease in bid items; [ ] Force Account; [X] Negotiated Price: The described work affects the existing contract items and/or adds and/or deletes bid items as follows:

1 This Change Order is for the construction and completion of Clarifier #2 and additional 5th RAS pump. In addition, the work will include walkways linking Clarifier #1, #2, and #3 and aeration basins. See new Construction Drawings by Cosmopolitan Engineering and design team dated June 2010.

Item No.	Description	WCD #	Qty.	Unit	\$ Cost Per Unit	\$ Cost	Net \$ Cost	Adj. Days
1	Completed construction of Clarifier #2 and walkways connecting Clarifier 1, 2, 3 and aeration basins.	052	0	LS	\$0.00	\$0.00		
			1	LS	\$596,688.00	\$596,688.00	\$596,688.00	72
2			0	LS	\$0.00	\$0.00		
			1	LS		\$0.00	\$0.00	0
3			0	LS	\$0.00	\$0.00		
			1	LS		\$0.00	\$0.00	0
4			0	LS	\$0.00	\$0.00		
			1	LS		\$0.00	\$0.00	0
5			0	LS	\$0.00	\$0.00		
			1	LS		\$0.00	\$0.00	0
6			0		\$0.00	\$0.00		
			1		\$0.00	\$0.00	\$0.00	0
7			0		\$0.00	\$0.00		
			0		\$0.00	\$0.00		
<b>Total</b>							<b>\$596,688.00</b>	<b>72</b>

ORIGINAL CONTRACT	CURRENT CONTRACT	Est. Net Change	Total Change Orders,	Est. contract After This
		This Change Order	Including This One	Change Order
\$10,040,543.00	\$10,354,600.00	\$596,688.00	\$910,745.00	\$10,951,288.00
Sales tax \$10,883,949.00	\$11,224,386.79	\$646,809.79	\$987,247.58	\$11,871,196.57
DAYS: 510	DAYS: 510	DAYS: 72	DAYS: 72	DAYS: 582

**Please Note that the Sales Tax was rounded up in the original contract by 0.39**

All work, materials and measurements to be in accordance with the provisions of the original contract and/or the standard specifications and special provisions for the type of construction involved. The payments and/or additional time specified and agreed to in this order include every claim by the Contractor for any extra payment or extension of time with respect to the work described herein, including delays to the overall project.

APPROVED BY:	SIGNATURE:	DATE:
PROJECT ENGINEER	<i>David M. McBride</i>	7-20-10
OWNERS REPRESENTATIVE	<i>Shannon Thompson</i>	7-15-10
CONTRACTOR	<i>[Signature]</i>	7-19-10
CITY ENGINEER		
CITY MANAGER		
CITY COUNCIL APPROVAL DATE:		

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

2102 N PEARL STREET, SUITE 106  
TACOMA, WA 98406-2550  
T. 253.752.9862 F. 253.752.9865  
www.parametrix.com

**RECEIVED**

JUL 8 2010

CITY OF GIG HARBOR  
**ENGINEERING**

July 2, 2010  
PMX No. 262-2750-012

Mr. Stephen Misiurak, PE  
City of Gig Harbor  
3510 Grandview  
Gig Harbor, WA 98335

Re: Review and Acceptance - Prospect Construction, Inc. Proposal for Change Order #3

Dear Mr. Misiurak:

The City of Gig Harbor's WWTP Phase 1 Improvements Design team consisting of Rick Esvelt, HRE, David McBride, Cosmopolitan Engineering Group, Rich Sample, Richard Sample Engineering, and Greg Edwards, SRC and the City's Owner's Rep, Parametrix have reviewed the attached Change Order Proposal #052 submitted by Prospect for Clarifier #2 and 5<sup>th</sup> RAS Pump. Please note that this proposal includes walkways linking Clarifiers #1, #2 and #3 and aeration basins not included in earlier engineering estimates. All parties find the Contractor's proposal to be fair and consistent with the terms, conditions, and specifications of the Contract. Furthermore, the proposal is consistent with bid prices for the like Clarifier #4, other RAS pumps, and WWTP walkway work.

Parametrix and the design team are recommending the City of Gig Harbor move forward with Change Order #03. Time is of the essence for the sequencing of the added work, preventing a longer construction schedule and for procurement of materials. Should the change order work be approved at the July 12, 2010 council meeting, the construction schedule will be extended to a final completion date of December 17, 2010.

We look forward to working with the City moving this Change Order and the Clarifier forward. If you should have any questions, do not hesitate to contact us.

Sincerely,

**Parametrix**



Shannon Thompson

Cc: David McBride – Cosmopolitan Engineering Group



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

**Subject:** Fishermen's Pier Parking Lot Design (formerly Stutz Fuel Dock)  
- Consultant Services Contract

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

**Proposed Council Action:** Authorize the Mayor to execute a consultant services contract with Sitts & Hill Engineers, Inc. in the not-to-exceed amount of \$33,005.00.

**Prepared by:** Marcos McGraw *MM*  
Project Engineer

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

**Exhibits:** Contract

**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 7/22/10*

*ROK 7/22/10*

*by email 7/22/10*

*[Signature] 7/22/10*

<b>Expenditure Required</b>	\$33,005.00	<b>Amount Budgeted</b>	\$288,000.00	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

Earlier this year the City purchased the water front property located at the north end of Soundview Drive where the Stutz fueling dock previously operated. The City has a goal of using the property for a maritime pier and generally improving the site for public benefit as well as preserving the historic maritime industry of the harbor. This scope of services with Sitts & Hill Engineers, Inc. provides for permitting and designing an austere parking lot including conceptual drawings for a replacement pier and float as well as survey support to dedicate the property as right-of-way. The consultant services will also include support during the permitting process.

**FISCAL CONSIDERATION**

The total available funding for the project is \$288,000.00.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute a consultant services contract with Sitts & Hill Engineers, Inc. in the not-to-exceed amount of \$33,005.00.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
SITTS & HILL ENGINEERS, INC.**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Sitts & Hill Engineers, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the redevelopment of the Fishermen's Pier property (formerly the Stutz fuel dock) 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, dated July 20, 2010, 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 Thirty-three Thousand Five Dollars and Zero Cents (33,005.00) 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 December 31, 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:  
Sitts & Hill Engineers, Inc.  
ATTN: Larry Lindell  
4815 Center Street  
Tacoma, WA 98409  
(253) 474-9449

CITY OF GIG HARBOR  
ATTN: Stephen Misiurak  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

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\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**SITTS & HILL ENGINEERS, INC.**

Professional Engineers and Planners  
4815 Center Street, Tacoma, WA 98409  
Telephone (253) 474-9449  
Fax (253) 474-0153

ROBERT J. DAHMEN, P.E.  
BRENT K. LESLIE, P.E.  
ROBERT N. ERB, P.L.S.  
RANDALL C. HAYDON, P.L.S.  
KATHY A. HARGRAVE, P.E.  
LARRY G. LINDELL, P.E.

July 20<sup>th</sup>, 2010

CITY OF GIG HARBOR  
3510 Grandview Street  
Gig Harbor, Washington 98335

TO: Mr. Steve Misiurak, P.E.

SUBJECT: **PROPOSAL FOR ENGINEERING SERVICES FOR REDEVELOPMENT OF THE STUTZ PROPERTY LOCATED IN GIG HARBOR, WASHINGTON**

Dear Mr. Misiurak:

Sitts & Hill Engineers is pleased to present this proposal for engineering services for the redevelopment of the Stutz Property site in Gig Harbor, Washington. Sitts & Hill Engineers has experience with similar projects throughout the Pacific Northwest. We are committed to providing the Project Team with the high level of responsiveness and service necessary to make this a cost effective and successful project.

This proposal includes our Project Description, Scope of Engineering Services, Exclusions and a summary of estimated Professional Services Fees.

**PROJECT DESCRIPTION**

Sitts & Hill Engineers proposes to provide the engineering services associated with the environmental permitting for full utilization of the Stutz property including upland parking, pedestrian connectivity to the shoreline, limited recreational use, utilities and pier and float improvements. We also propose to provide the engineering services (plans and specifications) for site development for Phase I parking lot improvements for this project. We have based our proposal on preliminary information, meetings and design concept drawings developed by us.

The project will be designed to the requirements of the Gig Harbor stormwater management and site development manual.

**ASSUMPTIONS**

We have made the following assumptions in the calculation of estimated engineering services fees:

1. Site access points will be off Harborview Drive.
2. The site will be developed as a right of way improvement.
3. SEPA and JARPA applications will be completed by Sitts & Hill with input from City Staff.
4. Sitts & Hill Engineers Staff will attend public input meetings coordinated by the City of Gig Harbor associated with the project
5. The main parking area surfacing will be new asphalt.

## EXHIBIT A

6. Low Impact Development techniques will be evaluated for effectiveness and potential implementation on this project.
7. Accommodations will be made for future Water, Sewer and Electrical service provided to the dock and potential restroom facility.

### BASIC SCOPE OF ENGINEERING SERVICES

Sitts & Hill Engineers understands the Scope of engineering services to be defined as follows. If additional items are required or excluded, please contact our office so that adjustments can be made to the proposed fees.

1. Meetings with the design team.
2. Completion of SEPA Checklist and JARPA form for full build out potential of the property.
3. Attending Public Meetings (assume 2)
4. Preparation of Site Demolition and Erosion Control (Construction Stormwater Pollution Prevention) plans and report.
5. Site Dimensioning and Surfacing Plan.
6. Preparation of Site Grading and Drainage Plans.
7. Preparation of Stormwater Site Plan report.
8. Preparation of preliminary site utility plan for water, sanitary sewer and electrical service only. In the future, these utilities can be provided for the project for dock pumpout station and onshore unisex toilet facilities.
9. CAD drafting in AutoCAD sufficient for a permit submittal.
10. Specifications and General Notes. City of Gig Harbor will provide division zero and one specifications.
11. Two sets of formal progress for City of Gig Harbor review and coordination.
12. Stamped civil calculations and reports sufficient for submittal to the City of Gig Harbor.
13. The Permitting Phase will include coordination with the city as required for permit submittal and the resubmittal of the civil construction documents, if required. We do not anticipate an extensive comment period for this project. We have budgeted for a meeting with city personnel during this phase and one preapplication meeting to refine the project specific requirements.
14. Limited bidding and Construction Support Services for parking lot development.

**EXHIBIT A**

The City of Gig Harbor  
July 19<sup>th</sup>, 2010  
Page 3 of 4

**EXCLUSIONS - BASIC SCOPE OF ENGINEERING SERVICES**

The following are a list of Additional Services that may be performed under a separate contract if necessary.

1. Our Scope of work will **not** include structural design for fences, site retaining walls or site structures.
2. Site Survey data collection or base map preparation including actual inverts on the existing sanitary sewer and storm drainage systems in Harborview Drive.
3. Any topographic survey information for the downstream or upstream drainage systems that may be required by the City of Gig Harbor.
4. Street improvements to Harborview Drive.
5. Construction substitutions may be considered as an Additional Service.
6. Approved changes requested by the contractor, owner or design build subcontractors will be billed on a Time and Material basis.
7. Permitting services **not** specifically included in the Scope of Work.
8. Permit agency fees.

**ENGINEERING FEES**

Basic engineering services are Time and Materials basis and will be billed monthly. Construction Support Services will also be billed on a Time and Materials basis to help with budgetary considerations.

**Proposed Fee Schedule**

Conceptual Design and Environmental Permit Services	\$17,000.00
Parking Lot Site Development Permit Services	\$12,500.00

**Total of all Estimated Services \$29,500.00**

We believe that there may be opportunities for construction cost savings and engineering services cost savings if a majority of the existing site paving is overlaid rather than removed and replaced. We would like the opportunity to Value Engineer and discuss the proposed site improvements with you to minimize costs.

We are prepared to begin work upon receipt of Authorization to Proceed. To assure clarity in matters of our mutual responsibilities, we incorporate our Standard General Conditions and Chargeout Rates, copies of which are attached. These documents, together with this proposal, shall form the basis of our contract for the work. This proposal is valid for a period of 120 days.

**EXHIBIT A**

The City of Gig Harbor  
July 19<sup>th</sup>, 2010  
Page 4 of 4

We appreciate this opportunity to submit this proposal. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Larry G. Lindell, P.E., S.E.  
Structural Project Manager

v:14,742/job open/2010-07-10 - GH

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners  
4815 Center Street, Tacoma, WA 98409  
Telephone (253) 474-9449  
Fax (253) 474-0153

ROBERT J. DAHMEN, P.E.  
BRENT K. LESLIE, P.E.  
ROBERT N. ERB, P.L.S.  
RANDALL C. HAYDON, P.L.S.  
KATHY A. HARGRAVE, P.E.  
LARRY G. LINDELL, P.E.

July 21, 2010

CITY OF GIG HARBOR  
3510 Grandview Street  
Gig Harbor, Washington 98335

TO: Mr. Steve Misiurak, P.E.

SUBJECT: **PROPOSAL FOR SURVEYING SERVICES FOR THE REDEVELOPMENT OF THE STUTZ PROPERTY LOCATED IN GIG HARBOR, WASHINGTON**

Dear Mr. Misiurak,

Thanks for the opportunity to prepare this proposal for you. More specifically we propose to provide topographic mapping of the subject site and prepare a legal description and exhibit of a portion of the site for right-of-way dedication. The area to be mapped is approximately 150' x 100' and is currently partially paved with a light brush covering. The mapping will extend from Harborview Drive to the existing bulkhead on the site.

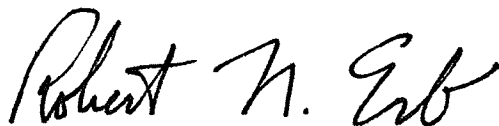
All work will be done on a time and materials basis at our normal hourly charge out rates (attached). Our estimate for this work is \$2,000 for the topographic survey and \$1,500 for the preparation of the legal description and exhibit. Attached please find our Standard Conditions, please consider them part of this proposal.

Work can start immediately following your authorization to proceed. Deliverables will be an AutoCadd file and a digital terrain model (DTM) file. We can provide Civil 3D files if you so desire and DTM files in that format as well.

Please call if you have any questions. You may indicate your acceptance of this proposal by signing and returning one copy.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Robert N. Erb P.L.S.  
Vice President - Director of Surveying

\_\_\_\_\_  
Authorization Signature / Date

\_\_\_\_\_  
Printed Name / Title

*Civil, Structural and Surveying*

**EXHIBIT A**

<p>FILE: 2010-07-22 -Proposal 14742 DATE: 22 JULY 2010 ESTIMATE BY: J. BAKER</p> <p><b>PROJECT: Redevelopment of Stutz Property, Gig Harbor, WA</b></p>	<p>PROJECT SERVICES ESTIMATE PREPARED FOR <b>CITY OF GIG HARBOR</b></p> <p>SITTS &amp; HILL ENGINEERS, INC. 4815 CENTER STREET TACOMA, WA. 98409 TEL. (253) 474-9449 FAX. (253) 474-0153</p>																									
<p>TOTAL COSTS</p>	<table border="1"> <tr> <td data-bbox="430 556 673 871"></td> <td data-bbox="430 871 673 1186"></td> <td data-bbox="430 1186 673 1501"></td> <td data-bbox="430 1501 673 1816"></td> <td data-bbox="430 1816 673 1919"></td> </tr> <tr> <td data-bbox="673 556 917 871"></td> <td data-bbox="673 871 917 1186"></td> <td data-bbox="673 1186 917 1501"></td> <td data-bbox="673 1501 917 1816"></td> <td data-bbox="673 1816 917 1919"></td> </tr> <tr> <td data-bbox="917 556 1161 871"></td> <td data-bbox="917 871 1161 1186"></td> <td data-bbox="917 1186 1161 1501"></td> <td data-bbox="917 1501 1161 1816"></td> <td data-bbox="917 1816 1161 1919"></td> </tr> <tr> <td data-bbox="1161 556 1404 871"></td> <td data-bbox="1161 871 1404 1186"></td> <td data-bbox="1161 1186 1404 1501"></td> <td data-bbox="1161 1501 1404 1816"></td> <td data-bbox="1161 1816 1404 1919"></td> </tr> <tr> <td data-bbox="1404 556 1572 871"></td> <td data-bbox="1404 871 1572 1186"></td> <td data-bbox="1404 1186 1572 1501"></td> <td data-bbox="1404 1501 1572 1816"></td> <td data-bbox="1404 1816 1572 1919"></td> </tr> </table>																									
<p>TOTAL HOURS TOTAL COSTS GENERAL NOTES:</p>	<p>TOTAL COSTS = \$17,000</p> <p>TOTAL COSTS = \$12,505</p> <p>GRAND TOTAL OF COSTS = \$29,505</p>																									







## EXHIBIT B

Consent Agenda - 10  
Page 16 of 16

**SITTS & HILL ENGINEERS, INC.**  
4815 Center Street  
Tacoma, Washington 98409

*The following are representative charges:*

### CIVIL AND STRUCTURAL ENGINEERING DESIGN

Principal	\$ 130 - 135/Hour
Senior Project Manager	\$ 110 - 120/Hour
Project Manager	\$ 90 - 112/Hour
Engineer	\$ 57 - 116/Hour
Landscape Architect	\$ 112/Hour
Inspectors & Technicians	\$ 57 - 91/Hour

### SURVEYING

Principal Land Surveyor	\$ 135/Hour
Project Surveyor	\$ 80 - 100/Hour
Survey Technician	\$ 56 - 95/Hour
Field Crew Chief	\$ 58 - 95/Hour
Field Crew Member	\$ 56 - 67/Hour

### SUPPORT PERSONNEL

CAD Technician	\$ 59 - 92/Hour
Administration	\$ 60 - 72/Hour

### MISCELLANEOUS

Mileage	\$ 0.50 per mile
Regular Materials (Stakes)	\$ 0.50 per unit
RTK - GPS	\$ 75.00/Hour
Special Materials	Cost Plus 15%
Subconsultants	Cost Plus 15%

### CONSULTING ENGINEER AND COURT CASES

Principal	\$ 275/Hour
Engineer	\$ 225/Hour
Land Surveyor	\$ 225/Hour

*Effective September 1<sup>st</sup>, 2009*



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

**Subject:** Garr Creek Tributary & WWTP Creek Basin Studies (CSWP-1008)  
-- Consultant Services Contract with Roth Hill, LLC

**Proposed Council Action:** Authorize the Mayor to execute a Consultant Services Contract with Roth Hill, LLC for an amount not to exceed \$50,000.00.

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

**Prepared by:** Wayne Matthews, *WMM*  
Engineering Technician

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

**Exhibits:** Consultant Services Contract, Exhibit A-Scope of Services, and Exhibit B-Hourly Rate Budget

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH</i> 7/22/10
<b>Approved by City Administrator:</b>	<i>RDK</i> 7/22/10
<b>Approved as to form by City Atty:</b>	<i>approv via email</i> 7/22/10
<b>Approved by Finance Director:</b>	<i>[Signature]</i>
<b>Approved by Department Head:</b>	<i>[Signature]</i> 7/22/10

<b>Expenditure Required</b>	\$50,000.00	<b>Amount Budgeted</b>	\$50,000.00	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

Two Stormwater Capital objectives in the 2010 approved budget provide for the Garr Creek Tributary basin study and WWTP Creek basin study. This scope of services provides for the investigation of erosion and sediment contribution factors, basin analysis and recommendations for improvements at these two locations.

Requests for Qualifications for this project were made, reviewed, and four consultants were interviewed. Engineering selected Roth Hill, LLC with Natural Systems Design as a sub-consultant as the most qualified to perform this work.

The anticipated study of Garr Creek Tributary and WWTP Creek will include field analysis, evaluation and prioritizing of upstream erosion control methods, preliminary design study, basin maps and study summaries.

For the WWTP Creek, design of the intake and overflow structure for the stormwater pipes that cross Harborview Drive will be provided. At the level of design to be provided, Pierce County Public Works could be contracted to construct the improvements.

**FISCAL CONSIDERATION**

This project was identified, with \$50,000 budgeted funding in 2010.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute a Consultant Services Contract with Roth Hill Engineers for a not-to-exceed amount of \$50,000.00.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ROTH HILL, LLC**

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

**RECITALS**

WHEREAS, the City is presently engaged in the basin studies for Garr Creek Tributary & WWTP Creek and desires that the Consultant perform design and engineering 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 Services**, and are incorporated by this reference as if fully set forth herein;

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

**TERMS**

1. **Retention of Consultant - Scope of Services**. 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 **Fifty Thousand Dollars and Zero Cents (\$50,000.00)** 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 – Labor Budget**. The Consultant shall not bill for Consultant's staff not identified or listed on **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 January 31, 2011; 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:  
Roth Hill, LLC  
Attn: Erik Brodahl, P.E.  
11130 NE 33<sup>rd</sup> Place, Suite 200  
Bellevue, WA 98004-1465  
(206) 684-6532 FAX (206) 903-0419

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

**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\_\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A  
SCOPE OF SERVICES  
City of Gig Harbor  
Garr Creek Tributary Basin and WWTP Creek Basin  
Studies and Preliminary Design Services  
July 2010**

**Roth Hill, LLC**

**BACKGROUND AND SCOPE OF PROJECT**

The City of Gig Harbor has identified the need to investigate drainage issues relating to two project locations, a tributary channel to Garr Creek, and an unnamed stream herein referred to as the Wastewater Treatment Plant (WWTP) Creek.

For the tributary to Garr Creek, the channel has scouring and erosion issues, including down-cutting and active sloughing from the banks. The City has had to remove sediment accumulation from a downstream pond, and is concerned that the sediment transport associated with continued erosion could cause plugging of the 38<sup>th</sup> Avenue NW culverts downstream of the pond. This plugging could result in flooding of the roadway and potentially adjacent residential properties. The City wants to evaluate erosion-control measures for the stream and infrastructure improvements to reduce the potential for flooding issues, and to reduce maintenance efforts. The study was identified in the City's most recent Stormwater Comprehensive Plan as CIP No. CFE-03B, "Garr Creek Tributary Channel Erosion Study."

For the WWTP Creek basin, the City has had to remove debris and sediment accumulation from the downstream storm conveyance facilities, and is concerned that the sediment and debris transport associated with continued upstream erosion could cause plugging of the downstream facilities, including the existing culvert intake structure. This plugging could result in flooding of the Harborview Drive roadway and adjacent commercial properties/businesses. The City wants to evaluate erosion-control measures for the stream and infrastructure improvements to reduce the potential for flooding issues, and to reduce maintenance efforts. In addition to the study, this scope of services includes design of interim infrastructure improvements to help mitigate the flooding concerns.

**SCOPE OF SERVICES**

The Scope of Services generally consists of the following:

Garr Creek Tributary

- Perform field analysis and conditions assessment, to investigate stream and evaluate methods for upstream erosion control.
- Review hydrologic and hydraulic analysis data from the City's Comprehensive Plan of the existing drainage basin to the evaluate sizing of improvements to the storm system upstream of the pond. Delineate sub-basins draining to the system to help isolate areas of concern.

- Provide conceptual level alternatives analysis to address the sedimentation issues. The alternatives will include conceptual drawings and opinions of probable construction costs. A technical memo summarizing the information obtained in the analysis, the proposed alternatives, and recommendations will be provided.

### WWTP Creek Basin

- Prepare base drawings that include City GIS information and previous survey data provided by the City for the existing drainage system and underground utility information.
- Perform field analysis and conditions assessment, to investigate stream and evaluate methods for upstream erosion control.
- Perform a hydrologic analysis of the existing drainage basin to estimate peak flow rates and to evaluate sizing of improvements to the conveyance system.
- Provide up to three alternatives to address the debris issues at the culvert inlet. The alternatives will include conceptual drawings and opinions of probable construction costs. A technical memo summarizing the information obtained in the analysis, the proposed alternatives, and recommendations will be provided.
- Prepare approximately 60% level engineering design drawings suitable for construction by a Pierce County work crew.

The Scope of Services for this work shall include the specific tasks included below. Work to be completed by Natural Systems Design, as a subconsultant to Roth Hill, LLC, is identified with "(NSD)" in the bulleted items below.

#### **Task 1: Project Management**

- Conduct project scoping and attend one meeting/field visit with City Staff.
- Manage tasks, project schedule, consultants, and staff for services outlined herein.
- Communicate regularly with City regarding tasks, project issues, costs, and schedule.
- Project management by subconsultant (NSD).

*Deliverables: Monthly consultant invoicing to City.*

#### **Task 2: Site Analysis**

- Generate simple site maps with existing Pierce County LIDAR and City's GIS data (NSD).
- Walk stream lengths (approximately 2,700 feet for Garr Creek Tributary and 3,000 feet for WWTP Creek), note areas of sediment generation, including channel incision and eroding banks, evaluate and prioritize each area in terms of high, med, low risk. Analysis will include defining the analysis area, reviewing the available data for the area, field checking and photographing the area, describing the stream system, and identifying existing and predicted problems (NSD). Assumption: City to coordinate access to private properties (rights of entry) with property owners for stream investigation.
- Summarize site analysis on a simple map, identifying and prioritizing stabilization actions along channel length, in a brief summary memo. Identify stabilization options with order-of-magnitude cost estimates (NSD).

*Deliverables: Three hard copies and electronic file of site analysis summary memo.*

### **Task 3: Preliminary Design Study**

- Review hydrologic data and flow computations from City's Stormwater Comprehensive Plan to evaluate upstream flow considerations for Garr Creek Tributary.
- Develop simple basin delineation from City provided GIS data and contour information for WWTP Creek. Conduct a simple hydrologic analysis of the existing drainage basin tributary to the evaluation area to determine rough estimated developed peak storm water discharges. These estimated peak flows will be used for sizing of downstream inlet improvements.
- Review the existing storm drainage conveyance systems and develop alternatives to help control sedimentation and minimize flooding potential. Up to three alternatives will be developed for each project location, including evaluation of adding facilities with additional storage capacity for debris and sediments, alternative culvert intake structures, overflow facilities, and upsizing culverts.
- Attend one meeting with City's project representative onsite for a design walkthrough to discuss alternatives.
- Prepare rough opinion of probable construction costs (OPCC) for identified alternatives.
- Provide a technical memorandum describing the alternatives, evaluation methods and assumptions, pros and cons of each, identifying and providing recommendations. Memo will also include conceptual level drawings.
- Conduct in-house quality assurance (QA) review.
- Review summary memo with City to confirm direction to be taken for design of improvements to the WWTP Creek infrastructure. City's selection of an alternative will then establish direction for preparing design work in next task.

*Deliverables:*

- *Three hardcopies each for draft and final and one electronic PDF copy (final) of Technical Memo summarizing preliminary design study including alternatives and associated costs, and recommendations.*

### **Task 4: Design (WWTP Creek Basin Only)**

- Design will be provided to roughly a 60% design level suitable for project construction by Pierce County work crews. Design will not be complete to sufficient level of detail for public bid.
- Prepare design drawings for storm system improvements, draft and final design stages. Note: City to provide the City's Standard Details and Specifications in electronic format to merge into the design drawings.
- Prepare OPCC at draft and final design stages.
- One meeting after review of draft design drawings has been completed with City to discuss City's design review comments. Drawings and OPCC will be revised, incorporating the City's design review comments.
- Conduct design site visit to confirm the proposed design.
- Design review (limited) of infrastructure modifications developed by Roth Hill (NSD).

- Conduct in-house QA and constructability reviews.
- Review drawings by Principal-In-Charge.

*Deliverables:*

- *Three sets of draft half-size drawings for review by City.*
- *One set each of full-size and half-size reproducible final drawings.*
- *One hard copy of draft and final OPCC plus an electronic version sent via email.*
- *One electronic file on CD of drawings in PDF format.*

**SUPPLEMENTAL SERVICES**

Provide additional services as may be required to complete the project that are requested and authorized by the City. The Consultant shall submit a budget and schedule estimate for Supplemental Services requested by the City. The City will then provide written authorization to proceed with any Supplemental Services.

**PROJECTED SCHEDULE**

Roth Hill proposes to accomplish work within this scope of services based on the following schedule. The schedule assumes Roth Hill receives a Notice to Proceed (NTP) by July 27, 2010. Delays in the NTP will adjust the schedule accordingly.

<b>Task</b>	<b>Start</b>	<b>Finish</b>
Topographic Survey (Garr)	Early August	Mid August
Site Analysis	Early August	Mid August
Preliminary Design Study	Mid August	Mid September
Design (WWTP Creek)	Early September	Mid October
Construction	Early November	Mid December

**COMPENSATION**

Roth Hill, LLC proposes to complete all work within this scope of services based on time and materials fee not to exceed \$50,000 without prior City approval.

**SERVICES NOT INCLUDED**

The following services are not a part of this Agreement. If the City chooses to add one or more of the following services to this Scope of Services, then this Agreement shall be modified by means of an amendment or supplement in terms of an addition to the total compensation to be paid to the Consultant and an appropriate extension of time (as necessary) to the Consultant's schedule.

1. Easement investigation, preparation and acquisition.
2. Permitting services.
3. Wetland delineation.
4. Topographic surveying.
5. Geotechnical engineering services.
6. Potholing of existing utilities to confirm horizontal and vertical locations of utilities that

- may be in conflict with the proposed improvements and associated topographic surveying of pothole locations.
7. Obtaining utility locate services.
  8. Preparation of a formal TIR/storm drainage report.
  9. Public information and involvement services.
  10. Design of stream improvements.
  11. Design services for the Garr Creek Tributary Basin project.
  12. Design drawings for the WWTP Creek Basin project to final capital improvement project level suitable for construction by a public works contractor.
  13. Preparation of specifications and contract documents.
  14. Construction survey and staking.
  15. Construction administration, related construction support services and construction record drawings.

**END OF EXHIBIT A**

Garr & WWTP Creeks Basin Study & Preliminary Design Services  
July 2010  
Proposed Roth Hill Labor Budget  
Exhibit B

Principal Engineer	Project Manager	Senior Design Engineer	Design Engineer	Administrative Support	NSD Principal	NSD Biologist	NSD CAD/GIS	NSD Engineer	NSD Admin	Subtotal
G. Hill, P.E.	E. Brodahl P.E.	S. Sifer, P.E.	B. Wolf, P.E.	R. Denney	M. Hrachovec	A. Johnson	K. Andrews	J. Amann	M. Gutierrez	
Rate \$	264 \$	155 \$	158 \$	101 \$	145 \$	145 \$	145 \$	90 \$	110 \$	66 \$
<b>Task 1 - Project Management</b>										
Develop Scope/Budget	1	6		4						\$ 1,594
Communications/Meetings with City	1	4								\$ 884
Project Administration (status, manage staff, invoicing, etc.)	1	4		2	10				6	\$ 2,930
Manage Subconsultant		2		2						\$ 510
<b>Sub-Total</b>	<b>3</b>	<b>16</b>		<b>8</b>	<b>10</b>				<b>6</b>	<b>\$ 5,918</b>
<b>Task 2 - Site Analysis</b>										
<b>Garr Creek Tributary Basin</b>										
Prepare LIDAR-based site map for field work					2		4			\$ 650
Field Work (1 day) plus prep						8		8		\$ 2,040
memo of findings w/photos & rec's					2	4	13	16		\$ 3,800
meeting w/City to review findings (prep & attend)					2			2		\$ 510
incorporate City comments					2			2		\$ 510
<b>WWTP Creek Basin</b>										
Prepare LIDAR-based site map for field work					2		4	2		\$ 870
Field Work (1 day) plus prep						8		8		\$ 2,040
memo of findings photos & rec's					2	4	12	16		\$ 3,710
meeting w/City to review findings (prep & attend)					2			2		\$ 510
incorporate City comments					2			2		\$ 510
<b>Sub-Total</b>					<b>16</b>	<b>24</b>	<b>33</b>	<b>58</b>		<b>\$ 15,150</b>
<b>Task 3 - Preliminary Design Study</b>										
<b>Garr Creek Tributary Basin</b>										
Quality Control/Assurance										\$ 316
Incorporate Flow Data from Comp Plan/Evaluate Sub-basins		2						8		\$ 1,273
Develop and Size Alternatives		4						12		\$ 1,832
Develop Preliminary Cost Estimates		3						6		\$ 1,071
Conceptual Drawings		4						16		\$ 2,236
Draft and Final Memo Development		4						8		\$ 1,892
<b>WWTP Creek Basin</b>										
Quality Control/Assurance										\$ 316
Basin Delineation and Runoff Calculations / Modeling		4						12		\$ 1,832
Develop and Size Alternatives		4						12		\$ 1,832
Site Meeting with City to Discuss Alternatives		3						3		\$ 768
Develop Preliminary Cost Estimates		3						6		\$ 1,071
Conceptual Drawings		4						16		\$ 2,236
design review of culvert inlet mods by Roth Hill		4						8		\$ 580
Draft and Final Memo Development		4						107		\$ 1,892
<b>Sub-Total</b>	<b>2</b>	<b>40</b>		<b>4</b>	<b>2</b>	<b>2</b>		<b>2</b>		<b>\$ 19,147</b>
<b>Task 4 - Design</b>										
<b>WWTP Creek Basin</b>										
Design Drawings (draft and final)		6						27		\$ 3,857
Cost Estimate		1						2		\$ 357
Design Review Meetings and Site Visit		4						4		\$ 1,024
QA/QC and Construction Review		2						2		\$ 890
<b>Sub-Total</b>	<b>1</b>	<b>13</b>		<b>2</b>	<b>2</b>	<b>2</b>		<b>33</b>		<b>\$ 6,128</b>
<b>Total Hours</b>	<b>6</b>	<b>69</b>		<b>14</b>	<b>28</b>	<b>26</b>	<b>33</b>	<b>58</b>	<b>6</b>	<b>\$ 46,343</b>
<b>Labor Cost</b>	<b>\$ 1,584</b>	<b>\$ 10,695</b>		<b>\$ 14,140</b>	<b>\$ 4,060</b>	<b>\$ 3,770</b>	<b>\$ 2,970</b>	<b>\$ 6,380</b>	<b>\$ 396</b>	<b>\$ 1,874.00</b>
										<b>\$ 1,763.00</b>
										<b>Total Cost \$ 50,000</b>





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

**Subject:** SR16/Burnham Drive Interchange Improvements Project – Change Order No. 1

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

**Proposed Council Action:** Authorize an increase of the number of working days by 30 days for completion of contract work for the subject project from the originally approved 220 working days to 250 working days.

**Prepared by:** Marcos McGraw *MM*  
Project Engineer

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

**Exhibits:** Contractor Letter, Change Order

	Initial & Date
<b>Concurred by Mayor:</b>	<u>CLH 7/22/10</u>
<b>Approved by City Administrator:</b>	<u>PK 7/22/10</u>
<b>Approved as to form by City Atty:</b>	<u>by email 7/21/10</u>
<b>Approved by Finance Director:</b>	<u>N/A</u>
<b>Approved by Department Head:</b>	<u>Jan 7/21/10</u>

<b>Expenditure Required</b>	\$0.00	<b>Amount Budgeted</b>	\$4,464,000.00	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

On July 14, 2010, Council approved a contract with Woodworth & Company, Inc. to construct the remaining phase of the hospital mitigation improvements at the SR16/Burnham Drive interchange. This complex project provided for 220 working days for completion of all work included in the plans and specifications. The contractor has diligently advanced the work during the past 13 months. Several issues beyond the contractor's control arose during the progress of the work that impacted their schedule. These issues included encountering saturated soils for wall construction, poor weather conditions and restricted access issues. The resulting impact of the various unforeseen circumstances that were beyond the contractor's control resulted in a 30 day impact to the contract schedule.

**FISCAL CONSIDERATION**

The contractor is not requesting any additional compensation for this 30 working day request.

**RECOMMENDATION/MOTION**

Authorize an increase of the number of working days by 30 days for completion of contract work for the subject project from the originally approved 220 working days to 250 working days.

CITY OF GIG HARBOR  
PUBLIC WORKS DEPARTMENT

Sheet <u>1</u> of <u>2</u>	<b>CHANGE ORDER</b>	Change Order Number <u>  1  </u>
Date <u>07/21/2010</u>	CONTRACT NO.: <u>  CSP - 0823  </u> SR16 / Burnham Drive NW Interchange Improvements Project	
<input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SUPPLEMENTARY CONDITIONS SECTION 12.01M. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input checked="" type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	TO: Miles Resources, LLC dba Woodworth and Co. 1200 East D Street Tacoma, WA 98421-1710	
ENDORSED BY: _____ <div style="text-align: center; font-size: small;">COMPANY NAME</div> _____ <div style="display: flex; justify-content: space-between; font-size: small;"> <span>SIGNATURE</span> <span>DATE</span> </div> TITLE: _____	Consent Given by Surety (When required): BY: _____ <div style="display: flex; justify-content: space-between; font-size: small;"> <span>ATTORNEY IN-FACT</span> <span>DATE</span> </div>	

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

Section 1-08.5 Time for Completion on page SP-42 of the Contract Provisions is revised. The project shall be physically completed within 250 working days.

Per Standard Specification 1-08.8 Extensions of Time, the contract's time for physical completion is extended by 30 working days. The primary reasons for the extension of time are as follows: 1) Poor access to work areas, 2) Slowdowns due to weather and 4) Limits to the number of locations where work can be simultaneously performed. Other factors that adversely affected the contract schedule were the redesign of the structural earth (SE) walls using a revised coefficient factor, unknown sub-surface conditions and work zones with typically only one ingress/egress location. The contractor made substantial efforts at schedule recovery, including longer work hours on weekdays and working Saturdays, even though the added efforts were impeded by evening rush hour traffic.

This change order makes no change to the contract work or cost. The contractor agrees that it will not request, and shall not in any manner whatsoever be entitled to any compensation for any direct or indirect additional costs incurred by the contractor now or in the future as a result of the addition of days provided in this change order. The contractor acknowledges that the addition of days provided in this change order

shall not be a basis for a claim for equitable adjustment, delay damages or any other claim, and on behalf of itself and any and all subcontractors at any and all tiers, specifically waives any such claim or claims to the extent they may exist.

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>6,412,853.09</u>	\$ <u>6,412,853.09</u>	\$ <u>0</u>	\$ <u>6,412,853.09</u>
<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED: _____ CITY ENGINEER                                  DATE		<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED: _____ CITY ADMINISTRATOR                                  DATE	
<input type="checkbox"/> APPROVED: _____ DATE: _____ <div style="text-align: center;">MAYOR</div>			

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.



GENERAL CONTRACTORS

# WOODWORTH & COMPANY

A Division of Miles Resources LLC

July 12, 2010

Rumina Suafoa, P.E.  
Washington State Dept. of Transportation  
1614 South Mildred Street, Suite M, MS: WT-28  
Tacoma, WA 98465-1626

Re: SR16/ Burnham Dr NW Interchange Improvements  
WSDOT NO. R02455  
Gig Harbor Contract No. CSP-0823  
*Woodworth Job No. 8558*

Ms. Suafoa,

As the project is winding down it is apparent that we will not quite complete within the working days allotted in the contract. It has proven to be a difficult project with access problems, weather slow downs, and many other contributing factors. At this time I am respectfully requesting an extension of time to complete the project. After discussion with my onsite personnel, our feeling is the project should be substantially complete by Labor Day, with final completion about a week or two later. Therefore I am requesting 30 working days additional. We are out of day's right at the end of July so these days will allow us to reach these goals.

Probably the biggest factor in not completing within the contract time has been the weather. We experienced an average wet weather pattern for winter months but with the poor soil conditions of the native soils, we experienced quite a few days of lost or less than adequate production due to the rain. One day of rain would often cause three days of down time waiting for some drying. The bigger problem occurred when we had a much wetter than normal spring and early summer, which was the time we had hoped to make up for a lot of lost ground. While there were many days that we could do some small items to keep the project moving, we could not move forward on the critical path items. Most of these revolved around all the walls to be built. However, even on these days we were often charged a half a working day, due to the fact that we did some work. While I agree that days, or some fraction thereof, should be charged, the fact is that most of the time the work done on these half charged days did not really help overall progress of the project. We have worked most Saturday's the last couple months, weather permitting, to try to make up some days. Working longer hours during the week has proven to be counterproductive, as the traffic volumes approaching the rush hour makes our access with trucks nearly impossible.

Another factor that played a lesser role was the issue that surrounded redesign of the wall due to earthquake coefficient. This held up manufacture of the panels and subsequently the construction of the first wall. While this was not necessarily a critical path issue, it did affect the progress of the west roundabout.



1200 East D Street / Tacoma, Washington 98421 • Tacoma (253) 383-3585 • Seattle (253) 838-9090 • FAX (253) 572-8648

WOODWC\*919PI

"Industry Leaders Since 1921"





GENERAL CONTRACTORS

**WOODWORTH & COMPANY** INC.

1200 East D Street / Tacoma, Washington 98421

Finally the project has had access and traffic issues. The work zones have been tight, the trucks have been limited to one in and out at time in most cases, and the limited working area and access have dictated that basically only one item of work could be done in any quadrant before the next task could begin. At the time of bid we had hoped that multiple tasks could happen simultaneously, as happens on most projects. On paper it appeared that this would work but, in reality, this was not to be the case. While this is not the State's or the City's problem, it has been a factor in each phase of work taking longer than we had anticipated.

EXCELLENT!

The one big positive has been the great working relationship that has been fostered between the State, the City of Gig Harbor, and us. Issues have been addressed and resolved in a timely and professional manner. There has been give and take by all the parties and we have all worked together to reach our common goal of completing the project. For this I am very appreciative of both yours and the City's staff. I feel that we have made every effort to work within the conditions that nature has dealt us and I feel that the City and State has seen that we have worked diligently to move forward and complete the project. I am hopeful that you will grant this request. Please call me if you have any questions and thank you for your consideration in this matter.

Best regards,  
Woodworth and Co., Inc.

Michael Tollkuehn P.E.  
Project Manager

Cc: file

**Subject:** Cartegraph Systems, Inc. and  
City of Gig Harbor  
-- Software and Services Proposal C1005034

**Proposed Council Action:** Authorize the Mayor to sign the Purchase Order for software and services proposal from Cartegraph Systems, Inc. for the PO amount of \$10,130.13.

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

**Prepared by:** Wayne Matthews,  
Engineering Technician

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

**Exhibits:** Software and Services  
Proposal and Purchase Order

**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 7/22/10

ROK

Via e-mail

[Signature] 7/26/10

[Signature] 7/21/10

Expenditure	Amount	Appropriation
Required \$10,130.13	Budgeted \$55,000.00	Required 0

**INFORMATION / BACKGROUND**

The City NPDES Stormwater Permit requires facility specifications, maintenance, pollution spills and capacity issues information to be recorded. The information must be available to the Department of Ecology when requested and included in the NPDES Stormwater Permit annual reports.

The City must prepare for mandated Sign Retroreflectivity Requirements that will be in force beginning January 2012. To be in compliance, a street signage inventory, maintenance and sign replacement records must be developed along with a program to maintain minimum levels of retroreflectivity implemented.

City staff currently subscribes to Cartegraph software for citizen request and operations work order management, the software has served the City well. Stormwater facility maintenance records and reports are accomplished by hand written and spreadsheet records. Similar records are kept for the other utility assets that the City operates.

The Software and Services Proposal will give engineering and operations the tools to greatly increase efficiency in completing the current work. It also has the capability to create inventory databases. For compliance reasons, first the stormwater system and street sign inventories will be created. Our GIS mapped stormwater facility data can be used to begin the stormwater database. Maintenance, specifications, pollution spills, and capacity issues can be added to the database and all be linked to the GIS mapping with reporting and assessment capability greatly enhanced.

3600 DIGITAL DRIVE | DUBUQUE, IA 52003

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To: Wayne Mathews  
 Organization: City of Gig Harbor  
 From: Dave Samson  
 Date: May 25, 2010  
 RE: CartêGraph Sales Proposal

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Attached, please find a proposal from your Sales representative at CartêGraph Systems, Inc. We are pleased with the prospect of serving you and hope this meets with your approval.

Should the products and/or services and the associated pricing terms be agreeable to you as stated, please sign in the area indicated and return all pages of the proposal to CartêGraph by one of the following means:

- By email – administration@cartegraph.com
- By fax – (563)556-8149, Attn: Administration
- By mail – CartêGraph  
 Attn: Administration  
 3600 Digital Drive  
 Dubuque, IA 52003

Please be aware that in order for CartêGraph to process an order, we must receive all of the following items:

- ✓ Fully-executed CartêGraph proposal returned in its entirety
- ✓ Approved Purchase Order from your organization

Should you have any questions about the contents of the proposal, please contact your Sales representative at (800) 688-2656.

Thank you!

# CartêGraph

Better Government 

CartêGraph Systems, Inc.  
Software and Services Proposal C1005034  
Prepared for City of Gig Harbor, WA

May 25, 2010



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City of Gig Harbor, WA

## Software and Services Proposal

CartêGraph is pleased to present this proposal for the implementation of world class technology solutions in your organization. This Proposal is made and entered into between City of Gig Harbor, hereinafter referred to as "Customer" or "Licensee," whose address is noted below, and CartêGraph Systems, Inc., 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "CartêGraph."

Customer address:

City of Gig Harbor  
3510 10 Grandview Street  
Gig Harbor, WA 98335

Licensee address:

Same

## Scope of Project

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### Software Products

#### CartêGraph Software Subscription Plan

CartêGraph shall provide and deliver licenses to use the Software Products and in the quantities listed in the *Investment Summary*. Software Products are developed and supported products available from CartêGraph. CartêGraph will provide these Software Products to Customer in their standard form and at the most current generally available release version level published at that time of installation.

The CartêGraph Software Subscription Plan provides the following benefits for the term of your subscription:

1. **Use of CartêGraph CARTElite subscription software including all enhancements and updates.**  
CartêGraph CARTElite Subscriptions currently include concurrent licenses of any of the following applications:

BRIDGEview  
CALLdirector  
GISdirector  
SIGNALview  
MAPdirector for ArcGIS  
MAPdirector

LIGHTview  
MARKINGview  
PAVEMENTview  
PAVEMENTview Plus  
SEWERview  
MAPdirector for ArcView

VERSAtools  
WATERview  
WORKdirector  
SIGNview  
STORMview

Subscriptions are governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

2. **Comprehensive telephone and online technical support.** Customer will receive unlimited toll-free support via phone, fax or e-mail through the CartêGraph Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.–5:30 p.m. Central time by dialing 800- 688-2656, ext. 6200. You can also submit questions/issues via fax at 563-556-8149, or by email to [support@cartegraph.com](mailto:support@cartegraph.com).
3. **Problem resolution using remote software tools, as applicable.** CartêGraph utilizes a variety of methods/tools for remote diagnostics of client systems:
  - a. Microsoft LiveMeeting enables users to collaborate online with CartêGraph's Technical Support staff in real time between individuals or groups.
  - b. Citrix GoTo Assist enables users to click a link on the CartêGraph web site, allowing direct connection with CartêGraph's Technical Support staff.
  - c. CartêGraph staff can also VPN in to client networks with appropriate authorization.
  - d. Clients can email their Application Log and trace files so that CartêGraph staff can review how the system was being used before an issue arose.
  - e. CartêGraph's password-protected FTP site can also be used for client data communication.
4. **Notification of the availability of software enhancements and upgrades.**

City of Gig Harbor, WA

5. **Support assistance with software upgrades.** CartêGraph Help Desk support staff will answer your questions and guide you through the process to upgrade your software to the latest release.
6. **Access to a password-protected, clients-only web site.** The Client Support Center at [www.cartegraph.com](http://www.cartegraph.com) includes online access for reporting and tracking your cases, product troubleshooting information, software downloads, training opportunities, and access to knowledgebase articles.
7. **Free web-based training opportunities.** An ongoing schedule of WEBed training sessions on topics such as Forms & Filters, Data Entry Options, Getting Started with Work Management, Reporting Options and more is available at the clients-only Client Support Center web site at no additional charge.
8. **Free attendance at regional User Group meetings.** CartêGraph holds User Group meetings throughout North America each year and Software Subscription Plan clients can attend free of charge. These events bring current users together to share their experiences and provide additional training opportunities.
9. **Special registration discounts to other CartêGraph conferences and workshops.**

## Project Services

CartêGraph shall provide the following Project Services to implement and deploy the Software Products listed below. CartêGraph Services staff will contact the designated Customer project administrator to develop an agenda for the best use of the service hours/days.

MOBILEconnect  
mobileSIGNview

SIGNview  
GEODATAconnect

CartêGraph shall be responsible for the timely performance of all Project Services and warrants that all services provided to Customer pursuant to this Proposal shall be of good and workmanlike quality and will meet or exceed standards of similar services within the industry. CartêGraph makes no further warranty, representation or promise not expressly set forth in this Proposal.

## Implementation Services

The Implementation Services as listed in the *Investment Summary* are CartêGraph's not-to-exceed estimates based on projects of similar size and scope and on Customer's assumption of designated responsibilities. The quantities of service hours and/or service days may be used within the following service categories as described to best meet Customer's objectives.

1. **Project Planning:** CartêGraph will provide guidance and planning for the project, as well as the management, administrative support, and coordination of CartêGraph resources, staff, and activities for the duration of the project. CartêGraph will attend status meetings and employ ongoing Project Management techniques and communications to ensure CartêGraph products and services are delivered in agreed upon timeframes.
2. **Consultation Services:** CartêGraph may provide, at mutually agreeable times to Customer, consultation to aid Customer with the CartêGraph applications and their data and deployment requirements. A CartêGraph Consultant will provide assistance to Customer utilizing Customer forms, filters, reports, and database and, as appropriate, the CartêGraph training database, "Carteville," as a method to reinforce CartêGraph functionality as it relates to Customer's daily activities and processes. Customer will provide any client equipment required for the consultation, as necessary
3. **Application Installation Services:** CartêGraph will provide, through Internet access, expert technical resources to work with Customer's Information Systems personnel to install and configure the Software Products in Customer's database environment. Installation components include:
  - a. **Pre-Installation:** CartêGraph will confirm remote access to ensure appropriate connectivity, confirm Administrator client connection to network environment, conduct system parameter review to ensure environment and required topology meet or exceed CartêGraph hardware recommendations, and install and configure the required application License Server.
  - b. **Suite Installation:** CartêGraph will stage one (1) Administrator PC client and one (1) User PC client with the appropriate Software Products and provide knowledge transfer to allow Customer to stage and maintain any remaining PC clients. CartêGraph will format Customer's database for appropriate Software Product database structure and, when appropriate, with the database standard Administrator

City of Gig Harbor, WA

- security role, will update **Customer's** License Server with Software Product License codes, and will provide recommendations for database maintenance.
4. **Configuration Services.** **CartêGraph** may provide consultant time to configure forms, filters, and reports for the Software Products to **Customer** specifications.
  5. **CartêGraph Mobile Applications Installation Services.** **CartêGraph** may provide, through Internet access, expert technical resources to work with **Customer's** Information Systems personnel to install and configure the Software Products in **Customer's** database environment. Service assumptions include:
    - a. **CartêGraph** will configure the mobile server, load the required software onto the mobile devices, and set up the synchronization process.
    - b. **CartêGraph** will install and/or update **Customer's** License Server with appropriate Software Product License codes.
    - c. **CartêGraph** will stage up to two (2) mobile devices with the appropriate Software Products and provide a knowledge transfer to allow the **Customer** to stage and maintain any additional devices and will provide recommendations for database maintenance.
  6. **End-User and/or Train-the-Trainer Education:** **CartêGraph** may provide training, at mutually agreeable times, to occur both on the **CartêGraph** training database, "Carteville," and **Customer's** database utilizing any customized forms, filters, and reports as mutually determined. **CartêGraph** will provide all instructors and all appropriate course materials and instructor visuals. **Customer** and **CartêGraph** will discuss and agree as to who shall provide facilities and any equipment required for the training, including server and client computers as necessary. These services are more particularly described as:
    - a. **Customer** will approve custom training agendas prior to training delivery. **CartêGraph** agrees to consult with **Customer** prior to developing the training agenda.
    - b. **Customer** will advise **CartêGraph** as to the number of expected attendees for any particular class.

## Customer Responsibilities

**Customer** accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. Ongoing management of the day-to-day allocation of **Customer** resources, and management of **Customer** project tasks is the responsibility of **Customer**. **Customer** will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the **CartêGraph** obligations listed under the *Scope of Project* section, **Customer** understands that it is vital to the success of the project that **Customer** provides assistance in the following matters:

1. For those services listed under *Project Services*, **CartêGraph** personnel will conduct information gathering and evaluation sessions with various **Customer** users and management. While **CartêGraph** respects the time and workload of **Customer** staff, dedicated time on the part of the appropriate **Customer** resources is necessary to complete these exercises.
2. The installation process requires the periodic assistance of **Customer** personnel and suitable access to hardware and systems (e.g., security clearance). **Customer** is encouraged to supervise the installation process while systems are accessible to **CartêGraph**. It is assumed all hardware, both Personal Computers and Network and Database servers, will be installed and operating in a manner that delivery and execution of **CartêGraph** Project Services will not be impeded.
3. **Customer** understands that the successful performance of Project Services depends upon **Customer** fulfilling its responsibilities. The Project assumes that **Customer** will provide all personnel required to achieve a successful implementation.
4. **Customer** shall install and network its own hardware and communications and this will not affect the timing or the delivery of **CartêGraph** services.
5. **Customer** will provide Internet access and IT staff support as required. For those services that are web-based, **CartêGraph** utilizes Microsoft LiveMeeting. For more information regarding LiveMeeting, please visit: <http://www.microsoft.com/uc/livemeeting/>
6. **Customer** shall ensure that their workstation platform and database meet **CartêGraph** system requirements. **CartêGraph** software is currently supported within the following:

City of Gig Harbor, WA

- a. WORKSTATION PLATFORM: Windows 2000 edition, XP Professional, Vista Business Ultimate. Supported operating systems will be listed on CartêGraph's web site. (<http://www.cartegraph.com>)
- b. DATABASE: Access, SQL 2000, SQL 2005 (Express, Workgroup, Standard, and Enterprise), Oracle 9.i, Oracle 10.g.

CartêGraph software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. CartêGraph will discontinue support of its software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

7. Customer agrees to work with CartêGraph to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.

City of Gig Harbor, WA

## Investment Summary

CartêGraph's proposed fees for this project are included in the summary below.

Date: May 25, 2010

Expiration Date: August 24, 2010

Contract No.: C1005034

	Purchase Type	Qty.	List Price Total	Discounted Total
<b>SOFTWARE PRODUCTS</b>				
CartêGraph Software Subscription Plan <sup>1</sup>	CARTE <i>lite</i> Subscription (6/30/10-9/17/11)	2	\$1,501.51	\$1,425.75
License Conversion Fee	Fee	2	\$2,000.00	\$2,000.00
GEODATA <i>connect</i>	Subscription License (6/30/10-9/17/11)	1	\$2,191.99	\$1,141.99
MOBILE <i>connect</i>	Subscription License (6/30/10-9/17/11)	1	\$2,191.99	\$1,141.99
CartêGraph <sup>mobile</sup> Applications	Subscription License (6/30/10-9/17/11)	2	\$1,247.40	\$672.40
<b>HARDWARE PRODUCTS</b>				
Trimble Juno™ handheld series 66411-00 Juno SB (BT, WLAN, Camera)	GPS Device/Accessory	2	\$749.00	\$1,498.00
<b>PROJECT SERVICES</b>				
<b>Implementation Services</b>				
CartêGraph Mobile Applications Installation Services (up to 2 devices)	Fixed Fee Service	1	\$1,200.00	\$1,200.00
Other Implementation Services – Remote	Service Hours	7	\$1,050.00	\$1,050.00
<b>TOTAL PROJECT COST</b>				<b>\$10,130.13</b>

**Please note:** The City of Gig Harbor is relinquishing all existing CartêGraph licenses by agreeing to this proposal for new/different licenses. Upon installation of the licenses contained in this proposal the City of Gig Harbor agrees to remove all prior licenses from use.

**Please note:** This is a not-to-exceed proposal. CartêGraph will not exceed the total included in this Proposal without written approval from Customer. In the event it becomes apparent to CartêGraph that additional service efforts will be needed due to any changes in the scope of this proposal, CartêGraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

CartêGraph can also provide additional implementation and technical services as may be requested by Customer, including:

- Project Deployment Plan
- Installation Services
- Mobile Applications Implementation Services
- Geodatabase Consultation
- Data Conversion Services
- Modification Services
- Database Security Services

Additional Services are available to Customer at the rate of \$150 per hour for remote services and \$1,450 per day for onsite services (2-day minimum required) plus travel expenses.

<sup>1</sup> The annual subscription amount shown in the "Software Subscription, Maintenance and Support Services Terms/Renewal" section is required to keep the subscription software licenses active after the first year.

## Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of Subscription, Maintenance or Support Services, if included, will commence upon execution of this proposal and will continue for a period of one (1) calendar year from the date of the execution of this proposal.

Each subsequent term will commence upon completion of the prior term and will continue for a period of one (1) calendar year there from. Customer may terminate their Subscription, Maintenance or Service Support, if applicable, at the end of the Initial Term or any subsequent Renewal Term by notifying CartêGraph in writing of their intention to do so at least 60 days prior to the applicable End Date for that term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

1. Future years' Annual Software Licensing Subscription is estimated to be \$2,922.00 for the Software Products listed in this Proposal.

## Payment Terms and Conditions

In consideration for the Services and Products provided by CartêGraph to Customer, Customer agrees to pay CartêGraph Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
2. **Invoicing:** Invoicing for any given Software Products shall occur upon delivery. Invoicing occurs monthly for Project Services as they are incurred on the project. Partial billings on fixed fee costs will be invoiced monthly as incurred.
3. **Expenses:** In providing the services included in this Proposal, CartêGraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
4. **Payment Terms:** All payments are due Net 30 days from date of invoice.

## General Terms

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This Proposal takes precedence over all attachments in the event of conflicting terms and conditions.

The terms and conditions of any and all Exhibits and Attachments to this Proposal are incorporated herein by this reference and shall constitute part of this Proposal as if fully set forth herein. Article and Section headings used herein are for reference purposes only and shall not be deemed a part of this Proposal. This Proposal, together with all Exhibits and Attachments hereto, constitute the entire agreement between the parties and supersedes all previous Proposals including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

- 1) Limitation Of Liability: Except for damages resulting from bodily injury or patent or copyright infringement, each party's total liability to the other for damages under this Proposal shall not exceed the total amount of this Proposal. No action, regardless of form, arising out of this Proposal may be brought by either party more than one year after the cause of the action has occurred, except that an action for non-payment may be brought at any time.
- 2) Disclaimer of Warranties: **CartêGraph** makes no warranty, representation or promise not expressly set forth in this Proposal. **CartêGraph** disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose.
- 3) Relationship of the Parties: **CartêGraph** and **Customer** are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. **CartêGraph** is an independent contractor, customarily engaged in the performance of similar services for other parties.
- 4) Severability: The terms and conditions of this Proposal are severable. If any term or condition of this Proposal or the application thereof to any person or circumstances is held invalid, this invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application.
- 5) Transfer of Agreement: **CartêGraph** shall not transfer or assign any of its rights or obligations under the Proposal to any other party without the prior written consent of **Customer**, which consent may not be unreasonably withheld.
- 6) Notices: All notices or communications required or permitted as a part of this Proposal shall be in writing and shall be delivered at the address set forth in this Proposal.
- 7) Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Proposal, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- 8) Proprietary Information: **Customer** acknowledges that all materials and documents associated with this project are proprietary in nature. This specifically includes pricing information, training materials and consulting documents as described. **Customer** further agrees not to copy or otherwise make available such materials outside of **Customer's** organization and its divisions and departments without the prior written consent of **CartêGraph**, except as required by law.



The parties, each acting under due and proper authority, have executed this Proposal as of the day, month and year written below:

CITY OF GIG HARBOR  
3510 10 Grandview Street  
Gig Harbor, WA 98335

By \_\_\_\_\_  
Signature  
Date: \_\_\_\_\_

Please  
Print

\_\_\_\_\_  
Name Title

CARTOGRAPH SYSTEMS, INC.  
3600 Digital Drive  
Dubuque, Iowa 52003

By Mark Weber  
Mark Weber, CFO

Date: 5/25/2010



**Subject: Interlocal Agreement for Long Term Disability and Life Insurance for City Employees.**

**Proposed Council Action:**

Authorize the Mayor to enter into an Interlocal Agreement with the Associated Public Employers Insurance Program ("APEIP") for Long Term Disability and Life Insurance for City Employees.

**Dept. Origin:** Administration  
**Prepared by:** Rob Karlinsey  
**For Agenda of:** July 26, 2010  
**Exhibits:** Interlocal

Initial & Date

**Concurred by Mayor:** ALH July 21/10  
**Approved by City Administrator:** RJK  
**Approved as to form by City Atty:** VIA email  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required	See Fiscal Consideration below	Required \$0

**INFORMATION / BACKGROUND**

As part of its fringe benefit package, the City budgets for and provides long-term disability (LTD) and life insurance for City employees. Standard Insurance, through the AWC Employee Benefits Trust, currently provides these LTD and life insurance policies.

By switching over to the Associated Public Employers Insurance Program ("APEIP"), the City can purchase the same policies through the same insurance company (Standard) at a lower rate, thereby saving the taxpayers approximately \$3,816 annually (see Fiscal Consideration Below).

The rates as quoted are guaranteed through December 31, 2012.

The effective date of the switch from AWC to APEIP is October 1, 2010.

**FISCAL CONSIDERATION**

The table below compares AWC vs. APEIP. The costs quoted in the table are total monthly amounts paid for City employees collectively, minus those employees who are in the police guild. The police guild will stay with the LTD and life policies provided by the WACOPS program.

Monthly Insurance Premium Comparison

	Standard Via AWC	Standard Via APEIP	Monthly Difference	Annual Difference
Long-Term Disability Insurance	\$1,786	\$1,639	\$147	\$1,764
Life Insurance	\$1,801	\$1,630	\$171	\$2,052
Total	\$3,587	\$3,269	\$318	\$3,816

**BOARD OR COMMITTEE RECOMMENDATION**

This recommendation went before the City Council’s Finance and Safety Committee on June 21, 2010. The Committee recommends moving forward with this proposal.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to enter into an Interlocal Agreement with the Associated Public Employers Insurance Program (“APEIP”) for Long Term Disability and Life Insurance for City Employees.

**INTERLOCAL AGREEMENT  
for  
ASSOCIATED PUBLIC EMPLOYERS INSURANCE PROGRAM**

The Associated Public Employers Insurance Program ("APEIP") has been developed to provide certain advantages of joint purchasing of insurance and related services to participating public employers and their bargaining units, ("Participating Public Groups"). The purpose of this interlocal agreement ("Agreement") is to provide each of the Participating Public Groups the opportunity to join together with the other Participating Public Groups in order to access the features and benefits of APEIP insurance policies and programs.

**A. AGREEMENT**

1. **Effective Date.** This agreement shall become effective when signed by at least two Participating Public Groups, and for subsequent signatories, on the effective date of their APEIP insurance contract or service agreement. This Agreement shall have perpetual duration for all Participating Public Groups unless terminated in accordance with this Agreement.
2. **Termination of Interlocal Agreement.** Termination of this Agreement shall occur on the date that all but one Participating Public Group withdraws from APEIP. Upon termination of this Agreement, insurance policies issued in connection with APEIP shall terminate automatically.

Each of the Participating Public Groups may withdraw from APEIP participation on any anniversary of its participation in APEIP, or within six months after any written amendment to this Agreement, provided it has given the Administrator, R. L. Evans Company, Inc., 90 days written notice of its intent to withdraw. Failure to give this written notice of its intent to withdraw will result in probation from APEIP participation for a period of three (3) years following the withdrawal.

The withdrawal of a Participating Public Group shall not terminate this Agreement. Changes in Participating Public Group participation shall have no effect on this Agreement for the remaining Participating Public Groups.

**B. RESPONSIBILITIES OF PARTICIPATING PUBLIC GROUPS**

1. **Payment of Premium.** Each Participating Public Group shall be solely responsible for payments for insurance or other services obtained under this Agreement for the benefit of that Participating Public Group's employees. Each Participating Public Group shall separately receive billings and separately remit payments for such insurance or services directly to the insurance company or service provider. No Participating Public Group shall have or accept responsibility for the payment of insurance premiums payable by another party.
2. **Responsibilities for Own Negligence.** Each of the Participating Public Groups shall be responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. No Participating Public Group assumes responsibility to any other Participating Public Group for the consequences of any negligent or wrongful act or failure to act on the part of another Participating Public Group. No Participating Public Group assumes the responsibility to any other person, firm, or corporation for the consequences of any omission of any person, firm or corporation not a party to this Agreement.
3. **Provision of Data.** Each Participating Public Group's premium rates will be calculated independently after consideration of the demographic characteristics of its eligible employees. Claim experience for all APEIP members will be combined for experience rating purposes. Accordingly, each Participating Public Group shall promptly furnish such data to the APEIP administrator upon request.

**C. RESPONSIBILITIES OF THE ADMINISTRATOR**

- 1. APEIP Operations.** R. L. Evans Company, Inc. shall be the APEIP administrator (“Administrator”) and shall have responsibility for brokerage, day to day operation, negotiations with insurers and service providers, finances and other aspects of APEIP operations. This Agreement may be amended by R. L. Evans Company, Inc. provided that such amendment will not take effect unless notice is mailed to Participating Public Groups at least ninety (90) days before the proposed effective date of the amendment. No party to this Agreement may delegate the performance of any contractual obligation hereunder to a third party without the written consent of all the other contracting parties.
- 2. Disclosure.** In accordance with RCW 39.34.030, the parties acknowledge no separate entity is created by this Agreement and there shall be no operation budget created due to this Agreement.

**D. REQUEST TO PARTICIPATE**

This Agreement is made and entered into by and among the several Participating Public Groups organized and existing under the constitution and laws as political subdivision of the State of Washington, which are parties signatory to this Agreement. Chapter 39.34 RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

Participating Public Group:

Participating Public Group:

\_\_\_\_\_

\_\_\_\_\_

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

For: \_\_\_\_\_

For: \_\_\_\_\_

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

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



Subject: Second Reading of Ordinance
Providing for the Issuance and Sale
of Water and Sewer Revenue Bonds
For the Purpose of Providing
Financing for Sewer System
Improvements

Dept. Origin: Finance
Prepared by: David Rodenbach, Finance Director
For Agenda of: July 26, 2010
Exhibits: Ordinance, Bond Purchase Agreement
Initial & Date
Concurred by Mayor: CLH July 19/10
Approved by City Administrator: ROK
Approved as to form by City Atty: e-mail
Approved by Finance Director: [Signature] 7-19-10

Proposed Council Action:
Adopt the ordinance and authorize execution of
the Bond Purchase Agreement with DA
Davidson after second reading.

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Row 1: See Below.

INFORMATION / BACKGROUND

This is the second reading of an ordinance providing for the issuance and sale of revenue bonds in the amount of approximately \$8,015,000. During the previous revenue bond sale, which closed March 22, 2010, the City had a pending low-interest loan application with Department of Ecology. The City learned in May that the application was unsuccessful, thus creating the need for this revenue bond.

The City received a AA- credit rating from Standard and Poor's for this bond issue.

The bonds are a blend of 20-year taxable Build America Bonds and non-taxable municipal bond that will mature in 2030. The bonds will carry an estimated average coupon around 5.67% and True Interest Cost of 3.72%.

The proceeds of these bonds will be used to fund completion of the sewer outfall extension project.

FISCAL CONSIDERATION

The net proceeds after issuance costs and reserve account funding requirements are \$7.54 million. This amount will be deposited into the project fund. Average annual debt service requirements are expected to be approximately \$612,000.

The water and sewer rates, as approved by Council in December 2009, appear to be sufficient to meet debt coverage requirements.

RECOMMENDATION / MOTION

Move to: Staff recommends adoption of the ordinance.

CITY OF GIG HARBOR, WASHINGTON

WATER AND SEWER REVENUE BONDS, 2010B  
(TAXABLE BUILD AMERICA BONDS – DIRECT PAYMENT TO ISSUER)  
AND  
WATER AND SEWER REVENUE BONDS, 2010C

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ORDINANCE NO. 1193

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF TWO SERIES OF WATER AND SEWER REVENUE BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,015,000 TO PROVIDE FINANCING FOR CERTAIN IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY; FIXING THE DATE, FORM, TERMS, MATURITIES AND COVENANTS OF THE BONDS; APPROVING A PURCHASE CONTRACT FOR THE BONDS OF EACH SERIES; APPROVING AN AGREEMENT FOR ONGOING DISCLOSURE; AND RESERVING THE RIGHT TO ISSUE REVENUE BONDS ON A PARITY WITH THE BONDS HEREIN AUTHORIZED UPON COMPLIANCE WITH CERTAIN CONDITIONS.

APPROVED ON JULY 26, 2010

PREPARED BY:

K&L GATES LLP

CITY OF GIG HARBOR, WASHINGTON  
ORDINANCE NO. 1193  
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\* This Table of Contents and the cover page are not a part of this ordinance; they are included for convenience of the reader only.



ORDINANCE NO. 1193

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF TWO SERIES OF WATER AND SEWER REVENUE BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,015,000 TO PROVIDE FINANCING FOR CERTAIN IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY; FIXING THE DATE, FORM, TERMS, MATURITIES AND COVENANTS OF THE BONDS; APPROVING A PURCHASE CONTRACT FOR THE BONDS OF EACH SERIES; APPROVING AN AGREEMENT FOR ONGOING DISCLOSURE; AND RESERVING THE RIGHT TO ISSUE REVENUE BONDS ON A PARITY WITH THE BONDS HEREIN AUTHORIZED UPON COMPLIANCE WITH CERTAIN CONDITIONS.

WHEREAS, the City of Gig Harbor needs to make certain improvements to its combined water and sewerage system (the "System"); and

WHEREAS, the City is in need of improvements (herein further defined as the "Project") and it is in the best interests of the citizens of the City to finance the Project by means of the revenue bonds authorized herein (the "Bonds"); and

WHEREAS, the City has outstanding the following series of revenue bonds, each having a parity lien from revenues of the City:

<u>Series Designation</u>	<u>Resolution Number</u>	<u>Date of Issue</u>	<u>Original Principal Amt.</u>	<u>Currently Outstanding (6/1/2010)</u>	<u>Final Maturity Dates</u>
2003	946	12/02/2003	\$ 1,811,000	\$ 824,000	09/01/2013
2010	1184	03/30/2010	6,035,000	6,035,000	04/01/2030

(collectively, the "Outstanding Parity Bonds"); and

WHEREAS, in order to finance the Project, the City is proposing to issue two series of water and sewer revenue bonds on a parity of lien with the Outstanding Parity Bonds; and

WHEREAS, Ordinance Nos. 946 and 1184, which authorized the issuance of the Outstanding Parity Bonds (the "Outstanding Parity Bond Ordinances") authorize the City to

issue revenue bonds in the future having a parity lien on net revenues of the System upon compliance with the terms and conditions set forth in the Outstanding Parity Bond Ordinances, and said conditions will be met with respect to the bonds authorized herein; and

WHEREAS, the Outstanding Parity Bond Ordinances permits the City to issue revenue bonds on a parity of lien with the Outstanding Parity Bond upon compliance with certain conditions; and

WHEREAS, such bonds will be issued in two series, with one series being designated as "Build America Bonds" pursuant to the America Recovery and Reinvestment Act of 2009; and

WHEREAS, the City has received an offer from D.A. Davidson & Co. to purchase such revenue the bonds of both series on terms and conditions that are acceptable to this Council; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON DOES ORDAIN, as follows:

Section 1.     Definitions. As used in this ordinance, unless a different meaning clearly appears from the context:

*Annual Debt Service* means, with respect to any issue of Parity Bonds, the amount required in a given calendar year for the payment of the principal of and interest on such Parity Bonds. From and after the New Date (absent a written election by the Designated Representative to the contrary), the Annual Debt Service shall be calculated net of any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation.

*Assessments* means any assessments levied in any utility local improvement district of the City created for the acquisition or construction of additions and improvements to and extensions of the System, if such assessments are pledged to be paid into the Bond Fund. The

word *Assessments* shall also include any installments of assessments and any interest or penalties which may be due thereon.

*Assessment Income* means the principal of and interest on assessments levied in any utility local improvement district and pledged to be paid into the Bond Fund. In the case of assessments payable in installments, Assessment Income shall be allocated to the years in which it would be received if the unpaid principal balance of each assessment roll were paid in equal principal amounts over the remaining number of installments with interest on the declining balance at the times and at the rate provided in the ordinance confirming the assessment roll.

*Average Annual Debt Service* means the average amount of annual debt service which will become due in any fiscal year hereafter on all Parity Bonds then outstanding. From and after the New Date (absent a written election by the Designated Representative to the contrary), the Average Annual Debt Service shall be calculated net of any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation.

*Bond Fund* means the City of Gig Harbor Utility Bond Redemption Fund created in the office of the Treasurer of the City pursuant to Section 13 of Ordinance No. 468.

*Bond Register* means the books or records maintained by the Bond Registrar containing the name and mailing address of the owner of each Bond or nominee of such owner and the principal amount and number of Bonds held by each owner or nominee.

*Bond Registrar* means the fiscal agency of the State of Washington, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds, and paying the principal of, premium, if any, and interest on the Bonds.

*Bond Year* means each one-year period that ends on the date selected by the City. The first and last Bond Years may be short periods. If no day is selected by the City before the

earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bonds.

**Bonds** means collectively, the City of Gig Harbor, Washington Water and Sewer Revenue 2010B Bonds and the 2010C Bonds, , 2010B (Taxable Build America Bonds – Direct Payment to Issuer), issued pursuant to this ordinance.

**Build America Bonds** means bonds issued under authority of Section 54AA of the Code, enacted by the American Recovery and Reinvestment Act of 2009.

**City** means the City of Gig Harbor, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington.

**Code** means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

**Costs of Maintenance and Operation** mean all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expenses with respect to the System, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the System, municipal taxes or payments to the City in lieu of taxes.

**Council** means the City Council as the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

**Debt Service Account** means the account of that name created in the Bond Fund by Ordinance No. 468.

**Designated Representative** means the Finance Director or City Administrator or any official or employee of the City designated in writing by either of them.

**DTC** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 4 hereof.

**Future Parity Bonds** means any water and sewer revenue bonds which the City may hereafter issue having a lien upon the Revenue of the System for the payment of the principal thereof and interest thereon equal to the lien upon the Revenue of the System of the Bonds.

**Government Obligations** has the meaning given such term in RCW Ch. 39.53, as amended to date and as the same may hereinafter be amended and shall include any successor statute thereto.

**Letter of Representations** means the blanket issuer letter of representations from the City to DTC.

**Maximum Annual Debt Service** means the highest remaining Annual Debt Service requirement for outstanding Parity Bonds. From and after the New Date (absent a written election by the Designated Representative to the contrary), the Maximum Annual Debt Service shall be calculated net of any federal subsidy legally available to pay the principal of or interest on Parity Bonds in the year of calculation.

**MSRB** means the Municipal Securities Rulemaking Board or any successors to its functions. Until otherwise designated by the MSRB or the Securities and Exchange Commission, any information, reports or notices submitted to the MSRB in compliance with the Rule are to be submitted through the MSRB's Electronic Municipal Market Access system ("EMMA"), currently located at [www.emma.msrb.org](http://www.emma.msrb.org).

**Net Revenue** means the Revenue of the System less the Costs of Maintenance and Operation.

*New Date* means the date on which the City's Water and Sewer Revenue and Refunding Bond, 2003 issued December 2, 2003 is no longer outstanding.

*Outstanding Parity Bonds* means the City's outstanding Water and Sewer Revenue and Refunding Bond, 2003, issued December 2, 2003 and currently outstanding in the amount of \$824,000 and the City's outstanding Water and Sewer Revenue Bonds, 2010 (Taxable Build America Bonds – Direct Payment to Issuer) issued March 30, 2010 and currently outstanding in the amount of \$6,035,000.

*Outstanding Parity Bond Ordinances* means Ordinance No. 946 approved by the Council on November 24, 2003 and Ordinance No. 1184 approved by the Council on March 8, 2010.

*Parity Bonds* means the Bonds, the Outstanding Parity Bonds and any Future Parity Bonds.

*Project* means capital improvements to the water and sewer system of the City.

*Project Account* means the fund established in Section 15 of this ordinance.

*Private Person* means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

*Private Person Use* means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the

Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

***Rate Covenant*** means the covenants described in Section 10(c) of this ordinance.

***Registered Owner*** means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

***Reserve Account*** means the account created in the Bond Fund by Section 15 of Ordinance No. 468 and shall include any subaccount created therein.

***Reserve Account Requirement*** means the lesser of (A) 10% of the net proceeds of each series of Parity Bonds, (B) Maximum Annual Debt Service, (C) 1.25 times average Annual Debt Service, or (D) such amount as shall be required to maintain the exemption of interest of any series of Parity Bonds from taxation under the Code.

***Revenue Fund*** means the “City of Gig Harbor Utility Revenue Fund” authorized to be created by Section 12 of Ordinance No. 468, into which fund all of the Revenue of the System is to be deposited, as collected. The Revenue Fund may be maintained as one or more separate funds of the City into which all of the Revenue of the System shall be deposited.

***Revenue of the System*** means all earnings, revenue and moneys received by the City from or on account of the operation of the System, including the income from investments of money in the Revenue Fund and the Bond Fund or from any other investment thereof. “Revenue

of the System” shall also include any federal or state reimbursements of operating expenses to the extent such expenses are included as “Costs of Maintenance and Operation.” From and after the New Date, unless declined by a written election by the Designated Representative, the term *Revenue of the System* shall not include any federal subsidy legally available to pay the principal of or interest on Parity Bonds.

*Rule* means the Securities and Exchange Commission’s Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

*System* means the existing sanitary sewerage collection and treatment system of the City, as it now exists and as it may later be added to, extended and improved, and the existing water supply and distribution system of the City, as it now exists and as it may later be added to, extended and improved for as long as any Parity Bonds remain outstanding.

*Term Bonds* means any Parity Bonds identified as such in the ordinance authorizing the issuance thereof, the payment of which is provided for by a requirement for mandatory deposits of money into a “sinking fund account” in the Bond Fund.

*2010B Bonds* means the \$\_\_\_\_\_ of the City of Gig Harbor, Washington, Water and Sewer Revenue Bonds, 2010B (Taxable Build America Bonds – Direct Payment to Issuer), issued pursuant to this ordinance.

*2010C Bonds* means the \$\_\_\_\_\_ of the City of Gig Harbor, Washington, Water and Sewer Revenue Bonds, 2010C (Tax-Exempt), issued pursuant to this ordinance.

*Underwriter* means D.A. Davidson & Co., Seattle, Washington.

**Rules of Interpretation.** In this ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular



article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

(f) Words importing the singular number include the plural number and vice versa.

Section 2. Compliance with Parity Conditions. The Council hereby finds and determines, as required by Section 11 of the Outstanding Parity Bond Ordinance, that:

(a) the City has not been in default of its Rate Covenant for the immediately preceding fiscal year 2009;

(b) this ordinance provides that the Reserve Account Requirement shall be funded no later than the date of delivery of the Bonds; and

(c) there will have been filed a certificate of an independent professional engineer, certified public accountant or City representative demonstrating fulfillment of Section 11(a)(5) of the Outstanding Parity Bond Ordinance.

The conditions contained in Section 11 of the Outstanding Parity Bond Ordinance having been complied with or assured, the payments required herein to be made out of the Revenue Fund into the Bond Fund and the Reserve Account to pay and secure the payment of the principal of and interest on the Bonds shall constitute a lien and charge upon the money in the Revenue Fund equal in rank with the lien and charge thereon for the payments required to be made for the Outstanding Parity Bond.

Section 3. Authorization of Bonds. The Council hereby finds that the public interest, welfare and convenience require capital improvements to the water and sewer system of the City (the "Project").

(a) *2010B Bonds.* For the purpose of paying a portion of the costs of the Project and paying a proportionate share of the costs of issuance, the City shall now issue and sell its water and sewer revenue bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "2010B Bonds").

The 2010B Bonds shall be designated as the City of Gig Harbor, Washington, Water and Sewer Revenue Bonds, 2010B (Taxable Build America Bonds – Direct Payment to Issuer); shall be dated as of their date of initial delivery; shall be fully registered as to both principal and interest; shall be in denominations of \$5,000, or any integral multiple thereof, provided that no 2010B Bond shall represent more than one maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date payable on the first days of each October

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and April, commencing on April 1, 2011, at the following per annum interest rates and mature on October 1 of the following years in the following principal amounts: The Council hereby finds that the public interest, welfare and convenience require capital improvements to the water and sewer system of the City (the "Project"). The City shall now issue and sell \$8,015,000 of water and sewer revenue bonds (the "Bonds") for the purpose of paying the costs of the Project and paying the costs of issuance of the Bonds. The Bonds shall be designated as the "City of Gig Harbor, Washington, Water and Sewer Revenue Bonds, 2010B (Taxable Build America Bonds – Direct Payment to Issuer)," shall be dated as of their date of original issuance and delivery; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, provided that no Bond shall represent more than one maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date payable semiannually on the first days of each April and October, commencing on October 1, 2010. The Bonds shall be numbered separately in the manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification and shall mature on April 1 of the following years in the following amounts and bear interest at the following rates per annum:

<u>Maturity Dates</u> (April October 1)	<u>Principal Amounts</u>	<u>Interest Rates</u>
	\$	%

(b) *2010C Bonds.* For the purpose of paying a portion of the costs of the Project and paying a proportionate share of the costs of issuance, the City shall now issue and sell its water and sewer revenue bonds in the aggregate principal amount of \$\_\_\_\_\_ (the “2010C Bonds”).

The 2010C Bonds shall be designated as the City of Gig Harbor, Washington, Water and Sewer Revenue Bonds, 2010C (Tax-Exempt); shall be dated as of their date of initial delivery; shall be fully registered as to both principal and interest; shall be in denominations of \$5,000, or any integral multiple thereof, provided that no 2010C Bond shall represent more than one maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date payable on the first days of each October and April, commencing on April 1, 2011, at the following per annum interest rates and mature on October 1 of the following years in the following principal amounts:

<u>Maturity Dates</u> (October 1)	<u>Principal Amounts</u>	<u>Interest Rates</u>
	\$	%

The Bonds shall be obligations only of the Bond Fund and shall be payable and secured as provided herein. The Bonds do not constitute an indebtedness or general obligation of the City within the meaning of the constitutional provisions and limitations of the State of Washington.

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Section 4. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a bond register to be maintained by the Bond Registrar. So long as any Bonds remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration or transfer of Bonds at its principal corporate trust office. The Bond Registrar may be removed at any time at the option of the City upon prior notice to the Bond Registrar and a successor Bond Registrar appointed by the City. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication of the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in Section 16 of this ordinance), and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 4(h) hereof, but such Bond may be transferred as herein provided. All such payments made as described in Section 4(h) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Bonds as eligible for deposit at DTC, the City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or the participants of any successor depository or those for who any such successor acts as nominee) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held in fully-immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

If any Bond shall be duly presented for payment and funds have not been duly provided by the City on such applicable date, then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Bond until it is paid.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of "Cede & Co.," as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Designated Representative pursuant to subsection (2) below or such substitute depository's successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds, together with a written request of the Designated Representative, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Designated Representative determines that it is in the best interest of the beneficial owners of the Bonds that such owners be able to obtain such bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully-immobilized form. The Designated Representative shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds together with a written request of the Designated Representative to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.* The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, series, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to



the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, series, maturity and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding any interest payment or principal payment date any such Bond is to be redeemed.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds are in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer in fully immobilized form, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the fifteenth day of the month preceding the interest payment date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Bond Registrar at least 15 days prior to the applicable

payment date), such payment shall be made by the Bond Registrar by wire transfer to the account within the United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar.

Section 5. Redemption and Purchase.

(a) *Optional Redemption.* The Bonds maturing on and prior to April October 1, 2020 are not subject to optional redemption in advance of their scheduled maturity. The Bonds maturing on and after April October 1, 2021 are subject to redemption at the option of the City on and after April October 1, 2020 in whole or in part (and if in part, with maturities to be selected by the City) on any date at a price of par plus accrued interest to the date of redemption.

(b) *Mandatory Redemption.* Unless redeemed pursuant to the foregoing optional redemption provisions, the 2010B Bonds maturing on \_\_\_\_\_ October 1, 2025 are Term Bonds subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption on April 1 of the following years in the following principal amounts:

Redemption Years (October 1)	Redemption Amounts
	\$

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\* Final Maturity]

Unless redeemed pursuant to the foregoing optional redemption provisions, the 2010B Bonds maturing on October 1, 2030 are Term Bonds subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption on April 1 of the following years in the following principal amounts:

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Redemption Years (October 1)	Redemption Amounts
	\$

\*

\* Final Maturity]

(c) *Purchase of Bonds for Retirement.* The City reserves the right to use at any time any surplus Gross Revenue available after providing for the payments required by paragraphs First, through Fifth of Section 6 of this ordinance, or other available funds, to purchase any of the Bonds at any price deemed reasonable by the City to purchase for retirement any of the Bonds offered to the City at any price deemed reasonable to the City.

(d) *Selection of Bonds for Redemption.* For as long as the Bonds are held in book-entry only form, the selection of particular Bonds within a series and maturity to be redeemed shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds are no longer held in uncertificated form, the selection of such Bonds to be redeemed and the surrender and reissuance thereof, as applicable, shall be made as provided in the following provisions of this subsection (c). If the City redeems at any one time fewer than all of the Bonds of a series having the same maturity date, the particular Bonds or portions of Bonds of such series and maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Bond as representing such number of separate Bonds of the series, each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the

principal office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like series, maturity and interest rate in any of the denominations herein authorized.

(e) *Notice of Redemption.*

(1) Official Notice. For so long as the Bonds are held in uncertificated form, notice of redemption (which notice may be conditional) shall be given in accordance with the operational arrangements of DTC as then in effect, and neither the City nor the Bond Registrar will provide any notice of redemption to any Beneficial Owners. Thereafter (if the Bonds are no longer held in uncertificated form), notice of redemption shall be given in the manner hereinafter provided. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which redemption shall be conditioned by the Bond Registrar on the receipt of sufficient funds for redemption) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Mailed notices will also be sent within the same period to the Underwriter or its business successor, if any.

All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,

(C) if fewer than all outstanding Bonds are to be redeemed, the identification by maturity and series (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(E) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date, unless the redemption notice was conditional and the City shall thereafter have determined not to proceed with the redemption, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

(2) Effect of Notice; Bonds Due. If an unconditional official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice shall be given by the City as set out below, but no defect in said further notice nor any failure to give

all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 35 days before the redemption date to each party entitled to receive notice pursuant to Section 16, and to the Underwriter or to its business successor, if any, and to such persons and with such additional information as the Designated Representative shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) CUSIP Number. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(5) Amendment of Notice Provisions. The foregoing notice provisions of this Section 5, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Priority of Payments from Revenue Fund. There has heretofore been established in the office of the Treasurer a special fund of the City known as the "City of Gig Harbor Utility Revenue Fund" (the "Revenue Fund"), into which the Revenue of the System is

deposited as collected. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City, and the Revenue of the System shall be used only for the following purposes and in the following order of priority:

First, to pay the Costs of Maintenance and Operation of the System;

Second, to make all payments required to be made into the Bond Fund to pay the interest on any Parity Bonds;

Third, to make all payments required to be made into the Bond Fund to pay the maturing principal of any Parity Bonds;

Fourth, to make all payments required to be made into the Reserve Account created to secure the payment of the Parity Bonds;

Fifth, to make all payments required to be made into any other revenue bond redemption fund or revenue warrant redemption fund and debt service account or reserve account created to pay and secure the payment of the principal of and interest on any revenue bonds or revenue warrants of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Sixth, to retire by redemption or purchase any outstanding revenue bonds or revenue warrants of the City, to make necessary additions, betterments and improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

Section 7. Bond Fund. A special fund of the City known as the “Utility Bond Redemption Fund” (the “Bond Fund”) has heretofore been created by the City for the sole purpose of paying and securing the payment of Parity Bonds.

(a) *Payments into Debt Service Account.* A special account to be known as the “Debt Service Account” has heretofore been created in the Bond Fund for the purpose of paying the principal of, premium, if any, and interest on Parity Bonds.

As long as any Parity Bonds remain outstanding, the City hereby obligates and binds itself to set aside and pay from the Bond Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the principal of and the interest on such Parity Bonds on or prior to the respective dates the same become due (and if such payment is made on the due date, such payment shall be made in immediately available funds):

(1) Such amounts as are required to pay the interest scheduled to become due on outstanding bonds; and

(2) Such amounts with respect to outstanding bonds as are required (A) to pay maturing principal, (B) to make any required sinking fund payments, and (C) to redeem outstanding bonds in accordance with any mandatory redemption provisions.

(b) *Payments into Reserve Account.* A Utility Reserve Account has heretofore been created in the Bond Fund for the purpose of securing the payment of the principal of and the interest on all bonds payable out of such Fund.

In the event that the City issues any Term Bonds in the future and provides for the payment thereof by a mandatory schedule of payments into a sinking fund account in the Bond Fund, the term Average Annual Debt Service shall be deemed to exclude from principal an amount of Term Bonds equal to such mandatory payments, and from interest, the interest on such Term Bonds subsequent to the date of the respective deposits, and to include in lieu thereof



the mandatory sinking fund deposits as of the date required and interest on Term Bonds provided for by such deposits only to the dates of the respective deposits.

The City hereby covenants and agrees that on the date of issuance of the Bonds it will pay into the Reserve Account (out of Revenue of the System or any funds on hand legally available for such purpose) one fifth of the Reserve Account Requirement, and thereafter not less than approximately equal additional annual payments so that by five years from the date of issuance of the Bonds there will have been paid into the Reserve Account an amount which, with the money already on deposit therein (or any insurance policy(ies) or letter(s) of credit), will be equal to the Reserve Account Requirement.

The City hereby further covenants and agrees that in the event it issues any Future Parity Bonds that it will provide in the ordinance authorizing the issuance of the same that it will pay into the Reserve Account out of the Revenue of the System or Assessments (or, at the option of the City, out of any other funds on hand legally available for such purpose) not less than approximately equal additional annual payments so that by five years from the date of such Future Parity Bonds there will have been paid into the Reserve Account an amount which, with the money already on deposit therein (or any insurance policy(ies) or letter(s) of credit), will be equal to the Reserve Account Requirement.

The City further covenants and agrees that when the required deposits have been made into the Reserve Account, it will at all times maintain therein an amount at least equal to the Reserve Account Requirement. Whenever there is a sufficient amount in the Revenue Bond Fund, including the Reserve Account and the Debt Service Account, to pay the principal of, premium if any, and interest on all outstanding Parity Bonds, the money in the Reserve Account may be used to pay such principal, premium and interest. Money in the Reserve Account may

also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, on any outstanding Parity Bonds, as long as the moneys left remaining on deposit in the Reserve Account are equal to the Reserve Account Requirement.

In the event there shall be a deficiency in the Debt Service Account to meet maturing installments of either interest on or principal of and interest on the outstanding bonds payable out of such Account, such deficiency shall be made up from the Reserve Account by the withdrawal of moneys therefrom. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System or Assessments after making necessary provision for the payments required to be made by subparagraphs First, Second, Third, Fourth and Fifth of Section 6 hereof.

(c) *Priority of Lien of Payments into Bond Fund.* The amounts so pledged to be paid into the Bond Fund are hereby declared to be a lien and charge upon the Revenue of the System junior in lien to the Costs of Maintenance and Operation, equal to the lien of the charges upon such Revenue to pay and secure the payment of the principal of and interest on the Outstanding Parity Bond and any Future Parity Bonds, and prior and superior to all other charges of any kind or nature whatsoever.

(d) *Application and Investment of Money in the Bond Fund.* Moneys in the Bond Fund shall be invested in any investments that are permitted by law for the investment of City funds. Investments in the Debt Service Account shall mature prior to the date on which such money shall be needed for required interest or principal payments. Investments in the Reserve Account shall mature not later than the last maturity of the Parity Bonds secured thereby. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein.

(e) *Sufficiency of Revenues.* The Council hereby finds that in fixing the amounts to be paid into the Bond Fund out of the Revenue of the System, it has exercised due regard for the Costs of Maintenance and Operation and has not obligated the City to set aside and pay into such Fund a greater amount of such Revenue than in its judgment will be available over and above the Costs of Maintenance and Operation.

Section 8. Defeasance. In the event that money and/or Government Obligations maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Bonds authorized hereunder in accordance with their terms, are set aside in a special account of the City to effect such redemption and retirement, and such moneys and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund of the City for the payment of the principal of and interest on the Bonds so provided for, and such Bonds shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the moneys so set aside and pledged, and except the right to receive the moneys so set aside and pledged, such Bonds shall be deemed not to be outstanding hereunder.

Section 9. Tax Covenants.

(a) *Arbitrage Covenant.* The City hereby covenants that it will not make any use of the proceeds of sale of the Bonds or any other funds of the City which may be deemed to be proceeds of such Bonds pursuant to Section 148 of the Code which will cause the Bonds to be “arbitrage bonds” within the meaning of said section and said Regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bonds) and the applicable Regulations thereunder throughout the term of the Bonds.

(b) *Private Person Use Limitation for Bonds.* The City covenants that for as long as the Bonds are outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Bonds to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Bonds in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than five percent of the Net Proceeds of the Bonds are to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Bonds in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the Project or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the Project, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bonds used for the state or local governmental use portion of the Project to which the Private Person Use of such portion of the

Projects relates. The City further covenants that it will comply with any limitations on the use of the projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Bonds. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bonds.

(c) *No Designation under Section 265(b) of the Code.* The City hereby designates the 2010C Bonds are not as “qualified tax-exempt obligations” for investment by financial institutions under Section 265(b) of the Code. The City does not anticipate that it will issue more than \$30,000,000 in qualified tax-exempt obligations during 2010.

Section 10. Bond Covenants.

(a) *Maintenance of System.* The City shall at all time maintain, preserve and keep the properties of the System in good repair, working order and condition and will from time to time make all necessary and proper repairs, renewals, replacements, extensions and betterments thereto, so that at all times the business carried on in connection therewith will be properly and advantageously conducted and said properties of the System and the business in connection therewith administered in an efficient manner and at a reasonable cost.

(b) *Collection and Application of Assessments.* The City will promptly collect all Assessments levied in utility local improvement districts that have been heretofore created by the City and all Assessments levied in utility local improvement districts heretofore created, and all utility local improvement districts that are hereafter created to secure the payment of the principal of and interest on Parity Bonds and will pay the same into the Bond Fund. The same may be used to meet required payments into any Account of the Bond Fund and may be used to pay the principal of and interest on any Parity Bonds without said Assessments being particularly

allocated to the payment of any particular series of bonds payable out of such Fund. It is hereby further provided, however, that nothing in this ordinance or in this subsection shall be construed to prohibit the City from issuing revenue bonds having a lien on the Revenue of the System and the money in the Revenue Fund junior to the lien on such revenue and money for the payment of the principal of and interest on the Bonds and pledging as security for the payment of such junior lien bonds assessments levied in any utility local improvement district that may have been created to pay part or all of the cost of improvements to the System for which such junior revenue bonds were specifically issued.

(c) *Rates and Charges.* The City shall fix, maintain and collect rates and charges for the use of the services and facilities and all commodities sold, furnished or supplied by the System, which shall be fair and nondiscriminatory and shall adjust such rates and charges from time to time so that:

(1) the Revenue of the System derived therefrom, together with Assessments collected, will at all times be sufficient (A) to pay the Costs of Maintenance and Operation, (B) to pay the principal of and interest on all Parity Bonds, as and when the same shall become due and payable, (C) to make adequate provision for the payment of any Term Bonds, (D) to make when due all payments which the City is obligated to make into the Reserve Account and all other payments which the City is obligated to make pursuant to this ordinance, and (F) to pay all taxes, assessments or other governmental charges lawfully imposed on the System or the revenue therefrom or payments in lieu thereof and any and all other amounts which the City may now or hereafter become obligated to pay from the Revenue of the System by law or contract; and

(2) the Net Revenue together with Assessment Income in each calendar year will equal at least 1.25 times the maximum amount required to be paid in any succeeding calendar year for the principal of and interest on all Parity Bonds then outstanding. From and after the New Date, the maximum amount required to be paid as principal and interest shall be calculated net of any federal subsidy legally available to pay such principal and interest. In the event the City issues any Term Bonds, and provides for the payment thereof by a mandatory schedule of payments into a sinking fund account in the Bond Fund, the words "principal of and interest on all outstanding Parity Bonds" in the preceding sentence shall be deemed to exclude from "principal" an amount of Term Bonds equal to such mandatory payments, and from "interest" the interest on such Term Bonds subsequent to the date of the respective deposits, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on Term Bonds provided for by such deposits only to the date of the respective deposits.

(d) *Net Revenue.* After making or providing for the monthly payments from the Revenue Fund as required by Section 6 hereof, there shall be maintained in the Revenue Fund sufficient moneys to enable the City to meet the Costs of Maintenance and Operation of the System on a current basis. The City shall not change any rate or charge for service of the System as now established by the existing rate ordinance or ordinances that will reduce substantially the annual Net Revenues below that which would have been obtained before such change, unless the City shall have on file a certificate from a licensed professional engineer experienced in the design, construction and operation of municipal utilities or from an independent certified public accountant stating that the rates and charges as so changed will provide Net Revenues sufficient to comply with all the covenants and requirements of this ordinance.

(e) *Sale of Properties.* The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or other disposition, provision is made for the payment into the Bond Fund of cash or Government Obligations sufficient (taking into account interest to be earned on any such Government Obligations) to pay the principal of and interest on all then outstanding Parity Bonds, nor will it sell or otherwise dispose of any part of the useful operating properties of the System unless such facilities are replaced or provision is made for payment into the Bond Fund of the greatest of the following:

(1) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Bond Fund and Accounts therein) that the Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Revenue of the System for such period; or

(2) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Bond Fund and Accounts therein) that the Net Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue of the System for such period; or

(3) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire System immediately prior to such sale or disposition.

The proceeds of any such sale or disposition of a portion of the properties of the System (to the extent required above) shall be paid into the Reserve Account in the Bond Fund.



Notwithstanding any other provision of this paragraph, the City may sell or otherwise dispose of any of the works, plant, properties and facilities of the System or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the System, or no longer necessary, material to or useful in such operation, without making any deposit into the Bond Fund.

(f) *No Encumbrances.* The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the System or the Revenue of the System, or any part thereof, prior or superior to the lien thereon for the payment of Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Revenue of the System, or any part thereof, or upon any funds in the hands of the City, prior to or superior to the lien of Parity Bonds, or which might impair the security of Parity Bonds.

(g) *Insurance.* The City will keep the works, plants and facilities comprising the System insured, and will carry such other insurance, with responsible insurers, with policies payable to the City, against risks, accidents or casualties, at least to the extent that insurance is usually carried by private corporations operating like properties, or will implement a self-insurance program with reserves adequate, in the judgment of the Council, to protect City and the owners of the Bonds against loss. In the event of any loss or damage, the City will promptly repair or replace the damaged portion of the insured property and apply the proceeds of any insurance policy for that purpose; or in the event the City should determine not to repair or reconstruct such damaged portion of the properties of the System, the proceeds of such insurance shall be paid into the Reserve Account to the extent that such transfer shall be necessary to make up any deficiency in said Reserve Account and the balance, if any, shall at the option of the City,

be used either for repairs, renewals, replacements, or capital additions to the System, for the redemption of Parity Bonds, or for deposit into the Reserve Account.

(h) *Books and Accounts.* The City shall keep proper books of account which shall be kept in accordance with any applicable rules and regulations prescribed by the State of Washington. The City shall prepare, and any owner of Parity Bonds may obtain copies of, balance sheets and profit and loss statements showing in reasonable detail the financial condition of the System as of the close of each year, and the income and expenses of such year, including the amounts paid into the Revenue Fund, the Bond Fund, and into any and all special funds or accounts created pursuant to the provisions of this ordinance, and the amounts expended for maintenance, renewals, replacements, and capital additions to the System.

(i) *No Free Service.* The City will not furnish or supply or permit the furnishing or supplying of any commodity, service or facility furnished by or in connection with the operation of the System, free of charge to any person, firm or corporation, public or private, so long as any Bonds are outstanding and unpaid.

(j) *Sound Expenditures.* The City will not expend any of the Revenue derived by it from the operation of the System or the proceeds of any indebtedness payable from Revenue of the System for any extensions, betterments and improvements to the System which are not legally required or economically sound, and which will not properly and advantageously contribute to the conduct of the business of the System in an efficient manner.

(k) *Enforcement of Collection of Service Charges and Assessments.* The City shall promptly take action to enforce the payment of delinquent service charges and Assessments by such means as are legally available.

Section 11. Issuance of Future Parity Bonds. The City hereby further covenants and agrees with the owners of each of the Bonds for as long as any of the same remain outstanding as follows:

The City will not issue any bonds having a greater or equal priority of lien upon the Revenue of the System to pay and secure the payment of the principal of and interest on such bonds than the priority of lien created on such bonds than the priority of lien created on such Revenue to pay and secure the payment of the principal of and interest on the Parity Bonds except as follows:

(a) The City reserves the right to issue Future Parity Bonds for the purposes of

First, providing funds to acquire, construct, reconstruct, install, or replace any equipment, facilities, additions, betterments, or other capital improvements to the System for which it is authorized by law to issue revenue bonds, or

Second, refunding at or prior to their maturity, any revenue bond anticipation notes, or outstanding revenue bonds or other obligations payable out of the Revenue of the System and to pledge that payments will be made out of the Revenue of the System and into the Bond Fund and the Reserve Account therein to pay and secure the payment of the principal of and interest on such Future Parity Bonds on a parity with the payments required herein to be made out of such Revenue into such Fund and Account to pay and secure the payment of the principal of and interest on any Parity Bonds then outstanding, upon compliance with the following conditions:

(1) At the time of the issuance of any Future Parity Bonds there is no deficiency in the Bond Fund or the Reserve Account.

(2) If there are Assessments levied in any utility local improvement district to pay for additions and improvements to and extensions of the System which will be constructed from the proceeds of such Future Parity Bonds, the ordinance authorizing such Future Parity Bonds shall require that such Assessments be paid into the Bond Fund.

(3) If there are Assessments pledged to be paid into a warrant or bond redemption fund for revenue bonds or warrants being refunded by Future Parity Bonds, the ordinance authorizing the Future Parity Bonds shall require such Assessments to be paid into the Bond Fund.

(4) The principal of and interest on the Future Parity Bonds shall be payable out of the Bond Fund and the requirements for Reserve Account payments in Section 14(b) hereof shall be met.

(5) Prior to the delivery of any Future Parity Bonds the City shall have on file a certificate of an independent professional engineer, certified public accountant or City representative dated not earlier than 90 days prior to the date of delivery of such Future Parity Bonds and showing that the Net Revenue determined and adjusted as hereafter provided for each calendar or fiscal year after the issuance of such Parity Bonds (the "Adjusted Net Revenue") together with Assessment Income will equal at least 1.25 times the amount required in any such year for the payment of the principal of and interest on all Parity Bonds then outstanding, including the Future Parity Bonds proposed to be issued, except that the certificate of a City representative shall be based on actual historical Net Revenue of the System and no adjustments to that revenue shall be allowed. In the event the City issues any Term Bonds, and provides for the payment thereof by a mandatory schedule of payments into a sinking fund account in the Bond Fund, the words "principal of and interest on all outstanding Parity Bonds" in the

preceding sentence shall be deemed to exclude from "principal" an amount of Term Bonds equal to such mandatory payments, and from "interest" the interest on such Term Bonds subsequent to the date of the respective deposits, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on Term Bonds provided for by such deposits only to the dates of the respective deposits. From and after the New Date, the "principal or interest" on Parity Bonds shall be calculated net of any federal subsidy legally available to pay the principal of or interest on Parity Bonds.

The Adjusted Net Revenue shall be the Net Revenue for a period of any 12 consecutive months out of the 24 months immediately preceding the date of delivery of such proposed Parity Bonds as adjusted by such engineer or accountant to take into consideration changes in Net Revenue estimated to occur under one or more of the following conditions for each year after such delivery for so long as any Parity Bonds, including the Future Parity Bonds proposed to be issued, shall be outstanding:

(i) any increase or decrease in Net Revenue which would result if any change in rates and charges adopted prior to the date of such certificate and subsequent to the beginning of such 12-month period, had been in force during the full 12-month period;

(ii) any increase or decrease in Net Revenue estimated by such Engineer or Accountant to result from any additions, betterments and improvements to and extensions of any facilities of the System which (a) became fully operational during such 12-month period, (b) were under construction at the time of such certificate or (c) will be constructed from the proceeds of the Parity Bonds to be issued;

(iii) the additional Net Revenue which would have been received if any customers added to the System during such 12-month period were customers for the entire period;

Such Engineer or Accountant shall base his or her certification upon, and his or her certificate shall have attached thereto, financial statements of the System audited by the State Examiner (unless such an audit is not available for a 12-month period within the preceding 24 months) and certified by the City Administrator, showing income and expenses for the period upon which the same is based.

The certificate of such Engineer or Accountant shall be conclusive and the only evidence required to show compliance with the provisions and requirements of this subsection (5).

Notwithstanding the foregoing requirement, if Future Parity Bonds are to be issued for the purpose of refunding at or prior to their maturity any part or all of the then outstanding Parity Bonds and the issuance of such refunding Parity Bonds results in a debt service savings and does not require an increase of more than \$5,000 in any year for principal and interest on such refunding Parity Bonds, the certificate required by subsection (a)(5) of this section need not be obtained.

(b) Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Revenue of the System junior or inferior to the payments required by this ordinance to be made out of such Revenue into the Bond Fund and Reserve Account to pay and secure the payment of any outstanding Parity Bonds.

(c) Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment which moneys are not otherwise available.

Section 12. Form of Bond and Certificate of Authentication. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

No. \_\_\_\_\_ \$ \_\_\_\_\_

STATE OF WASHINGTON  
CITY OF GIG HARBOR  
WATER AND SEWER REVENUE BOND, 2010][B][C]  
(TAXABLE BUILD AMERICA BONDS – DIRECT PAYMENT TO ISSUER)

INTEREST RATE: \_\_\_\_\_ MATURITY DATE: \_\_\_\_\_ CUSIP NO.: \_\_\_\_\_

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/DOLLARS

THE CITY OF GIG HARBOR, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the City known as the "Utility Bond Redemption Fund" (the "Bond Fund"), the Principal Amount indicated above and to pay interest thereon from the Bond Fund from August \_\_, 2010, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above, payable on October 1, 2010, and semiannually thereafter on the first days of each April and October. Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company ("DTC") referred to in the Blanket Issuer Letter of Representations (the "Letter of Representations") from the City to DTC. The fiscal agency of the state of Washington is acting as the registrar, authenticating agent and paying agent for the bonds of this issue (the "Bond Registrar").

This bond is one of an authorized issue of bonds of the City of like date and tenor except as to number, amount, rate of interest and date of maturity in the aggregate principal amount of \$8,675,000 \_\_\_\_\_. This issue of bonds is authorized by Bond Ordinance No. 1193 of the City for the purposes of paying the costs of capital improvements to the City's water and sewer system (the "System").

This bond is one of a series of bonds of the City in the aggregate principal amount of \$8,015,000, of like date, tenor and effect, except as to number, amount, rate of interest and date of maturity and is issued pursuant to the Bond Ordinance, to pay the costs of certain improvements to the water and sewer system of the city. Simultaneously herewith, the City is issuing its Water and Sewer Revenue Bonds, 2010][B][C] (Taxable Build America Bonds – Direct Payment to Issuer), in the aggregate principal amount of \$ \_\_\_\_\_.

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The bonds of this issue are subject to optional [and mandatory] redemption prior to their scheduled maturity as provided in the Bond Ordinance.

The bonds of this issue are not general obligations of the City. The City hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this bond and the Bond Ordinance.

The bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The bonds of this issue are have [not] been designated as "qualified tax-exempt obligations" under Section 265(b) of the Code.

This bond is payable solely out of the Revenue of the System, and does not constitute a general obligation of the City. Both principal of and interest on this bond are payable solely out of the special fund of the City known as the Bond Fund. The City does hereby pledge and bind itself to set aside and pay into the Bond Fund the amounts required by the Bond Ordinance to be paid therein on or prior to the maturity of the Bond as the same shall become due from the proceeds of the Bonds (as authorized in the Bond Ordinance) or from the sources and in the priority specified in the Bond Ordinance.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Bond Fund and the Reserve Account the various amounts required by the Bond Ordinance to be paid into and maintained in such Fund and account, all within the times provided by the Bond Ordinance. To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Bond Fund and the account therein shall be a lien and charge thereon equal in rank to the lien and charge upon said revenue of the Outstanding Parity Bonds and the amounts required to pay and secure the payment of any revenue bonds of the City hereafter issued on a parity with Outstanding Parity Bonds and the bonds of this issue and superior to all other liens and charges of any kind or nature except the Costs of Maintenance and Operation of the System.

The City has further bound itself to maintain the System in good repair, working order and condition, to operate the same in an efficient manner and at a reasonable cost, and to establish, maintain and collect rates and charges for as long as any of the bonds of this issue are outstanding that will make available, for the payment of the principal thereof and interest thereon as the same shall become due,

Net Revenue together with Assessment Income in each calendar year will equal at least 1.25 times the maximum amount required to be paid in any succeeding calendar year for the principal of and interest on all Parity Bonds then outstanding.

The pledge of Revenues of the System and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the bonds of this issue upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.



This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done, and performed precedent to and in the issuance of this bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Gig Harbor, Washington has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be impressed, imprinted or otherwise reproduced hereon, all as of this \_\_\_\_ day of August, 2010.

CITY OF GIG HARBOR, WASHINGTON

By \_\_\_\_\_  
/s/ manual or facsimile  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
/s/ manual or facsimile  
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is one of the Water and Sewer Revenue Bonds, 2010[B][C](Taxable Build America Bonds – Direct Payment to Issuer) of the City of Gig Harbor, Washington, dated August \_\_\_\_, 2010.

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WASHINGTON STATE FISCAL AGENCY,  
Bond Registrar

By \_\_\_\_\_  
Authorized Signer

Section 13. Execution and Delivery of Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed, imprinted or otherwise reproduced on the Bonds.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons who are at the actual date of delivery of such Bond the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 14. Sale of Bonds. The 2010B Bonds shall be issued and sold as Build America Bonds. The Bonds shall be sold as Build America Bonds and shall be sold by negotiated sale to D.A. Davidson & Co., Seattle, Washington (the "Underwriter"). The Bonds shall be sold to the Underwriter under the terms of a bond purchase agreement dated as of this date. The Designated Representative is hereby authorized and directed to execute and deliver such bond purchase agreement.

The Designated Representative is hereby authorized to review and approve on behalf of the City the preliminary and final Official Statements relative to the Bonds with such additions and changes as may be deemed necessary or advisable to them. The preliminary official statement for the Bonds dated July \_\_\_\_, 2010, is hereby deemed final within the meaning of SEC Rule 15c2-12. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bonds to said Underwriter, in accordance with the purchase agreement, and for the proper application and use of the proceeds of sale thereof

Section 15. Disposition of Bond Proceeds. From the proceeds of the Bonds, a sum sufficient to meet the Reserve Account Requirement shall be deposited in the Reserve Fund. The Designated Representative shall establish an account within the Revenue Fund to be designated as the "Project Account" (the "Project Account"). The balance of the proceeds of sale of the Bonds shall be deposited in the Project Account and shall be expended solely to pay the cost of issuing and selling the Bonds and, together with other available moneys of the City, shall be used to undertake the Project. Money in the Project Account shall be invested by the Designated Representative, pending disbursement, in any legal investment for City funds.

Section 16. Undertaking to Provide Ongoing Disclosure.

(a) *Contract/Undertaking.* This section constitutes the City's written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule.

(b) *Financial Statements/Operating Data.* The City agrees to provide or cause to be provided to the Municipal Securities Rulemaking Board (“MSRB”), the following annual financial information and operating data for the prior fiscal year (commencing in 2011 for the fiscal year ended December 31, 2010):

1. Annual financial statements, which statements may or may not be audited, showing ending fund balances for the City’s water and sewer funds prepared in accordance with the Budgeting Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute) and generally of the type included in the official statement for the Bonds under the heading “Historical Operating Results and Debt Service Coverage”;
2. Statement of authorized, issued and outstanding Parity Bonds;
3. Number of water utility and sewer utility customers; and
4. Debt service coverage ratios for Parity Bonds.

Items 2-5 shall be required only to the extent that such information is not included in the annual financial statements.

The information and data described above shall be provided on or before nine months after the end of the City’s fiscal year. The City’s current fiscal year ends December 31. The City may adjust such fiscal year by providing written notice of the change of fiscal year to the MSRB. In lieu of providing such annual financial information and operating data, the City may cross-reference to other documents available to the public on the MSRB’s internet website.

If not provided as part of the annual financial information discussed above, the City shall provide the City’s audited annual financial statement prepared in accordance with the Budgeting

Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute) when and if available to the MSRB.

(c) *Material Events.* The City agrees to provide or cause to be provided, in a timely manner, to the MSRB notice of the occurrence of any of the following events with respect to the Bonds if material:

- Principal and interest payment delinquencies;
- Non-payment related defaults;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;
- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- Modifications to rights of owners;
- Optional, contingent or unscheduled Bond calls other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-23856;
- Defeasances;
- Release, substitution or sale of property securing the repayment of the Bonds; and
- Rating changes.

Solely for purposes of disclosure, and not intending to modify this undertaking, the City advises that there is no property securing repayment of the Bonds, and there is no debt service reserve fund or account securing the repayment of the Bonds.

(d) *Notification Upon Failure to Provide Financial Data.* The City agrees to provide or cause to be provided, in a timely manner, to the MSRB, if any, notice of its failure to provide the annual financial information described in subsection (b) above on or prior to the date set forth in subsection (b) above.

(e) *Emma; Format for Filings with the MSRB.* Until otherwise designated by the MSRB or the Securities and Exchange Commission, any information or notices submitted to the MSRB in compliance with the Rule are to be submitted through the MSRB's Electronic Municipal Market Access system ("EMMA"), currently located at [www.emma.msrb.org](http://www.emma.msrb.org). All notices, financial information and operating data required by this undertaking to be provided to the MSRB must be in an electronic format as prescribed by the MSRB. All documents provided to the MSRB pursuant to this undertaking must be accompanied by identifying information as prescribed by the MSRB.

(f) *Termination/Modification.* The City's obligations to provide annual financial information and notices of material events shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. This section, or any provision hereof, shall be null and void if the City (1) obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; and (2) notifies the MSRB, if any, of such opinion and the cancellation of this section. Notwithstanding any

other provision of this ordinance, the City may amend this Section 16 and any provision of this Section 16 may be waived, with an approving opinion of nationally recognized bond counsel.

In the event of any amendment of or waiver of a provision of this Section 16, the City shall describe such amendment in the next annual report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (I) notice of such change shall be given in the same manner as for a material event under Subsection (c), and (II) the annual report for the year in which the change is made should present a comparison (in narrative form and also, if practical, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(g) *Bond Owner's Remedies Under This Section.* A Bond owner's right or Beneficial Owner's to enforce the provisions of this section shall be limited to a right to obtain specific enforcement of the City's obligations hereunder, and any failure by the City to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds under this ordinance.

Section 17. Lost or Destroyed Bonds. In case any Bond or Bonds shall be lost, stolen or destroyed, the Bond Registrar may execute and deliver a new Bond or Bonds of like date, series, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City in connection therewith and upon his/her filing with the City evidence satisfactory to the City that such Bond was actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City with indemnity satisfactory to the City.

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Section 18. Supplements and Amendments.

(a) *Without Consent.* The Council from time to time and at any time may adopt an ordinance or ordinances supplemental hereof, which ordinance or ordinance thereafter shall become a part of this ordinance, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the City contained in this ordinance other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the owners of any Parity Bonds, or to surrender any right or power herein reserved to or conferred upon the City.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this ordinance or any ordinance authorizing Parity Bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect the interest of the owners of Parity Bonds.

Any such supplemental ordinance of the Council may be adopted without the consent of the owners of any Parity Bonds at any time outstanding, notwithstanding any of the provisions of subsection (b) of this section.



(b) *With Consent.* With the consent of the owners of not less than 65% in aggregate principal amount of the Parity Bonds at the time outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) Extend the fixed maturity of any Parity Bonds, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof without the consent of the owner of each Bond so affected; or

(2) Reduce the aforesaid percentage of owners of Bonds required to approve any such supplemental ordinance, without the consent of the owners of all of the Parity Bonds then outstanding.

It shall not be necessary for the consent of the Bondowners under this subsection (b) to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

(c) *Effect of Supplemental Ordinance.* Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this ordinance and all owners of Parity Bonds outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respect to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.

(d) *Notation on Future Parity Bonds.* Parity Bonds executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform in the opinion of the Council, to any modification of this ordinance contained in any such supplemental ordinance, may be prepared by the City and delivered without cost to the owners of any affected Parity Bonds then outstanding.

Section 19. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 20. Effect of Covenants, Etc. All covenants, obligations and agreements of the City contained in this ordinance shall be deemed to be covenants, obligations and agreements of the City to the full extent authorized by the Act and permitted by the Constitution of the State of Washington. No covenant, obligation or agreement contained herein shall be deemed to be a covenant, obligation or agreement of any present or future official, member, agent or employee of the City in his or her individual capacity, and neither the members of the Council nor any officer thereof executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, agent or employee of the City shall incur any liability in acting or proceeding or in not acting or proceeding, in good faith in accordance with the terms of this ordinance.

Section 21. Effective Date. This ordinance shall be effective five days after its passage and publication in the manner required by law.

PASSED by the Council of the City of Gig Harbor, Washington at a regular meeting held on the 26<sup>th</sup> day of July, 2010.

CITY OF GIG HARBOR, WASHINGTON

---

Mayor

ATTEST:

---

City Clerk

First Reading: July 12, 2010

Date Adopted: July 26, 2010

Date of Publication: \_\_\_\_\_, 2010

Effective Date: \_\_\_\_\_, 2010

CERTIFICATE

I, the undersigned, City Clerk of the City of Gig Harbor, Washington (the "City") and keeper of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. 1193 of the Council (the "Ordinance"), duly passed at a regular meeting thereof held on the 26<sup>th</sup> day of July, 2010.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of July, 2010.

---

Molly Towslee, City Clerk

August \_\_\_, 2010

City of Gig Harbor  
Gig Harbor, Washington

D.A. Davidson & Co.  
Seattle, Washington

Re: City of Gig Harbor, Washington  
Water and Sewer Revenue Bonds, 2010B (Taxable Build America Bonds – Direct  
Payment to Issuer) - \$ \_\_\_\_\_

Ladies and Gentlemen:

We have acted as bond counsel to the City of Gig Harbor (the “City”) and have examined a certified transcript of the proceedings taken in the matter of the issuance by the City of its Water and Sewer Revenue Bonds, 2010B (Taxable Build America Bonds – Direct Payment to Issuer), dated as of August \_\_\_, 2010, in the aggregate principal amount of \$ \_\_\_\_\_ (the “2010B Bonds”), issued pursuant to Ordinance No. \_\_\_ of the City (the “Bond Ordinance”), for the purpose of providing financing for certain improvements to the water and sewer utility of the City (the “System”). Capitalized terms not otherwise defined herein shall have the meanings given such terms in the Bond Ordinance. Simultaneously with the issuance of the 2010B Bonds, the City is issuing its Limited Tax General Obligation Bonds, 2010C (Tax-Exempt) (the “2010C Bonds”).

The 2010B Bonds are subject to redemption prior to their stated maturities as provided in the Bond Ordinance.

Regarding questions of fact material to our opinion, we have relied on representations of the City in the Bond Ordinance and in the certified proceedings and on other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The 2010B Bonds have been legally issued and constitutes valid and special obligations of the City, both principal thereof and interest thereon being payable solely out of a special fund of the City known as the “Utility Bond Redemption Fund” (the “Bond Fund”), except to the extent that the enforcement of the rights and remedies of such owners of the Bond may be limited by laws relating to bankruptcy, reorganization, insolvency, moratorium or other

similar laws of general application affecting the rights of creditors, by the application of equitable principles and the exercise of judicial discretion.

2. The City has irrevocably bound itself to set aside and pay into the Bond Fund and the reserve account (the "Reserve Account") therein out of Revenue of the System amounts necessary to pay the principal of and interest on the 2010B Bonds as the same become due.

3. The City has pledged that the payments to be made into the Bond Fund and the Reserve Account out of Gross Revenue shall be a lien and charge thereon equal in rank to the lien and charge upon the revenue of the amounts required to pay and secure the payment of any water and sewer revenue bonds of the City heretofore and hereafter issued, including the 2010C Bonds, on a parity with the 2010B Bonds and superior to all other liens and charges, except the Costs of Operations and Maintenance. The City has reserved the right to issue future parity bonds on the terms set forth in the Bond Ordinance.

4. Interest on the 2010B Bonds is not excludable from gross income for federal income tax purposes under existing law.

The City has not designated the 2010B Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Except as expressly stated above, we express no opinion regarding any other federal or state income tax consequences of acquiring, carrying, owning or disposing of the 2010B Bonds. Owners of the 2010B Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the 2010B Bonds, which may include original issue discount, original issue premium, purchase at a market discount or at a premium, taxation upon sale, redemption or other disposition, and various withholding requirements.

This opinion is given as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

K&L GATES LLP

August \_\_\_, 2010

City of Gig Harbor  
Gig Harbor, Washington

D.A. Davidson & Co.  
Seattle, Washington

Re: City of Gig Harbor, Washington  
Water and Sewer Revenue Bonds, 2010C - \$ \_\_\_\_\_

Ladies and Gentlemen:

We have acted as bond counsel to the City of Gig Harbor (the "City") and have examined a certified transcript of the proceedings taken in the matter of the issuance by the City of its Water and Sewer Revenue Bonds, 2010C, dated as of August \_\_\_, 2010, in the aggregate principal amount of \$ \_\_\_\_\_ (the "2010C Bonds"), issued pursuant to Ordinance No. \_\_\_ of the City (the "Bond Ordinance"), for the purpose of providing financing for certain improvements to the water and sewer utility of the City (the "System"). Capitalized terms not otherwise defined herein shall have the meanings given such terms in the Bond Ordinance. Simultaneously with the issuance of the 2010C Bonds, the City is issuing its Water and Sewer Revenue Bonds, 2010B (Taxable Build America Bonds – Direct Payment to Issuer)(the "2010B Bonds").

The 2010C Bonds are subject to optional and mandatory redemption as provided in the Bond Ordinance.

Regarding questions of fact material to our opinion, we have relied on representations of the City in the Bond Ordinance and in the certified proceedings and on other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The 2010C Bonds have been legally issued and constitutes valid and special obligations of the City, both principal thereof and interest thereon being payable solely out of a special fund of the City known as the "Utility Bond Redemption Fund" (the "Bond Fund"), except to the extent that the enforcement of the rights and remedies of such owners of the Bond may be limited by laws relating to bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application affecting the rights of creditors, by the application of equitable principles and the exercise of judicial discretion.

2. The City has irrevocably bound itself to set aside and pay into the Bond Fund and the reserve account (the "Reserve Account") therein out of Revenue of the System amounts necessary to pay the principal of and interest on the 2010C Bonds as the same become due.

3. The City has pledged that the payments to be made into the Bond Fund and the Reserve Account out of Gross Revenue shall be a lien and charge thereon equal in rank to the lien and charge upon the revenue of the amounts required to pay and secure the payment of any water and sewer revenue bonds of the City heretofore and hereafter issued, including the 2010B Bonds, on a parity with the 2010C Bonds and superior to all other liens and charges, except the Costs of Operations and Maintenance. The City has reserved the right to issue future parity bonds on the terms set forth in the Bond Ordinance.

4. Interest on the 2010C Bonds is excludable from gross income for federal income tax purposes under existing law. Interest on the 2010C Bonds is not an item of tax preference for purposes of either individual or corporate alternative minimum tax and is not included in adjusted current earnings for purposes of the federal alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the 2010C Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all applicable requirements. Failure to comply with certain of such covenants may cause interest on the 2010C Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the 2010C Bonds.

The City has designated the 2010C Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Except as expressly stated above, we express no opinion regarding any other federal or state income tax consequences of acquiring, carrying, owning or disposing of the 2010C Bonds. Owners of the 2010C Bonds should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the 2010C Bonds, which may include original issue discount, original issue premium, purchase at a market discount or at a premium, taxation upon sale, redemption or other disposition, and various withholding requirements.

We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of the official statement or other offering material related to the 2010C Bonds (except to the extent, if any, stated in the official statement), and we express no opinion relating thereto, or relating to the undertaking by the City to provide ongoing disclosure pursuant to Securities and Exchange Commission Rule 15c2-12.



City of Gig Harbor  
D.A. Davidson & Co.  
August \_\_\_\_, 2010

**Old Business - 1**  
**Page 60 of 60**

This opinion is given as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

K&L GATES LLP

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

**Subject:** Second Reading of the Ordinance for the Gartland Street Vacation Petition request

**Proposed Council Action:**

Alternative A - Consider ordinance on second reading, confirm direction to staff to obtain appraisal for the area of right-of-way to be vacated as requested, and return for third and final reading.

Alternative B - Consider ordinance on second reading, direct staff to obtain appraisal for right-of-way reduced by 15 feet, and return for third and final reading.

Alternative C - Deny request.

**Dept. Origin:** Public Works

**Prepared by:** Willy Hendrickson, Engineering Technician

**For Agenda of** July 26, 2010

**Exhibits:** Ordinance versions A & B, Amended Location Map

	Initial & Date
<b>Concurred by Mayor:</b>	<u>CLH July 21, 2010</u>
<b>Approved by City Administrator:</b>	<u>ESK 7/21/10</u>
<b>Approved as to form by City Atty:</b>	Via email
<b>Approved by Finance Director:</b>	N/A
<b>Approved by Department Head:</b>	<u>Am 7/21/10</u>

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

On June 10, 2010, Timothy Gartland filed a petition for vacation of a 30-foot strip of Woodworth Avenue (formerly known as Florence Street) abutting property owned by Timothy and Kimberly Gartland located at 9112 Prentice Avenue NW.

The Right-of-Way proposed for vacation along Woodworth Avenue has two water meters located within the Right-of-Way. One meter services Mr. Gartland's property and one meter with a service line services the property to the north at 9114 Prentice. The Public Works Superintendent recommends retaining an easement on the portion of the requested street vacation for future repair and maintenance of existing water meters and water line serving the property to the north or moving the meters and water line outside of the proposed street vacation area at the owners expense. There are no future roadway improvement plans or uses intended for this portion of Prentice Ave. All other City departments had no comment on the proposed street vacation.

After the July 12, 2010 public hearing on this petition, Mr. Gartland proposed a reduction of the area to be vacated. By reducing the area to be vacated, no easements for utilities will be required. Ordinance Alternative B and the amended location map have been provided to allow the council to consider a reduced area for vacation. Mr. Gartland has informed staff that due to the non-conforming setbacks on his lot, he was unable to improve the roof from the current flat configuration into a pitched roof. He stated that the vacation, even if reduced, would alleviate the nonconforming status.

**POLICY CONSIDERATIONS**

As presented at the July 12, 2010 council meeting.

**FISCAL CONSIDERATION**

Petitioner Gartland has paid the processing fee and \$500 deposit for appraisal as required by GHMC 12.14.004. As a condition of approval, the City will require compensation for the right-of-way to be vacated as determined by the appraisal. The appraisal has not yet been conducted due to the need to know what portion the council will recommend for vacation.

**RECOMMENDATIONS**

Staff recommends alternatives A or B set forth above.

AFTER RECORDING RETURN TO:

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

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

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

ORDINANCE NO. XXXX OF THE CITY COUNCIL OF THE CITY OF GIG  
HARBOR, WASHINGTON, VACATING A 30 FOOT PORTION OF  
WOODWORTH AVENUE, GIG HARBOR, WASHINGTON.

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

City of Gig Harbor

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

Timothy and Kimberly Gartland

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

Section 6, Township 21 North, Range 02 East, W.M. in Pierce County, Washington

**Assessor's Property Tax Parcel or Account number:** 4030200170

**Reference number(s) of documents assigned or released:** \_\_\_\_\_

ALTERNATIVE A - 30 feet

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, VACATING A 30-FOOT PORTION OF WOODWORTH AVENUE, GIG HARBOR, WASHINGTON; RESERVING A UTILITY EASEMENT FOR CITY WATER UTILITY PURPOSES; ESTABLISHING REQUIRED COMPENSATION AND ESTABLISHING AN EFFECTIVE DATE.**

---

WHEREAS, on June 10, 2010, Timothy Gartland filed a petition for vacation of a 30-foot strip of Woodworth Avenue (formerly known as Florence Street) abutting property owned by Timothy and Kimberly Gartland located at 9112 Prentice Avenue NW, City of Gig Harbor, legally described on Exhibit A and shown on Exhibit B, both of which are attached hereto and incorporated herein by this reference; and

WHEREAS, on June 14, 2010, the Gig Harbor City Council accepted the petition and passed Resolution No. 763, establishing July 12, 2010 as the date for a public hearing on the vacation of the right-of-way; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter and first reading of this Ordinance on July 12, 2010 as scheduled and heard testimony from all interested parties, and directed staff to obtain an appraisal as required under GHMC 12.14.004, *et seq.*; and

WHEREAS, after considering any and all such testimony, the Council desires to vacate the right-of-way as requested; Now, therefore,

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

Section 1. Adoption of Findings and Conclusions. The City Council makes the following findings and conclusions in support of vacation:

A. The portion of right of way that is proposed to be vacated was dedicated to the City from the State of Washington on July 11, 1940, and described as the Plat of Fuller's Second Addition to Gig Harbor (Auditors File Number 1263576).

B. A water service utility located on the portion of right-of way that is proposed to be vacated services the property to the north and requires an easement from petitioner Gartland, and the City also requires an easement for its current water lines and water meters within the area to be vacated.

C. The portion of right-of-way proposed to be vacated has an existing driveway access.

D. The proposed 30-foot portion of right-of-way to be vacated does not conflict with the City's Six Year Transportation Plan or the Transportation section (Chapter 11) of the City's Comprehensive Plan.

E. The portion of right-of-way proposed to be vacated does not abut any body of water.

F. The portion of right-of-way proposed to be vacated is not needed for any future right-of-way purpose.

Section 2. Vacation; Reservation of City Utility Easement. With the condition that petitioner Gartland provide to the City a copy of a recorded utility easement granting rights for the private utility service referenced in Finding B above, that portion of Woodworth Avenue legally described on Exhibit A and depicted on Exhibit B, is hereby vacated; SUBJECT TO the reservation by the City of Gig Harbor of an easement in, on, under, along, and across said vacated right-of-way for the maintenance, repair, improvement and operation of any and all City utilities lying within said vacated right-of-way as of the date of vacation.

Section 3. Compensation. In accordance with GHMC 12.14.018 the amount of \_\_\_\_\_ (\$\_\_\_\_\_) shall be required from petitioner Gartland in exchange for the vacation.

Section 4. Duties of City Clerk. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor only after receipt of the required compensation and satisfaction of the condition in Section 2.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_\_ 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:

EXHIBIT A  
PROPERTY LEGAL DESCRIPTION



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

PROPOSED  
LEGAL DESCRIPTION

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO GARTLAND ADJOINER FOLLOWING VACATION OF A PORTION OF FLORENCE STREET, GIG HARBOR, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF WOODWORTH AVENUE (FORMERLY FLORENCE STREET) PER THE PLAT OF FULLER'S 2ND ADDITION TO GIG HARBOR, RECORDED IN VOLUME 12 OF PLATS AT PAGE 25, UNDER AUDITOR'S FILE NUMBER 1263576, RECORDS OF PIERCE COUNTY, WASHINGTON, ADJACENT TO AND ABUTTING LOT 1, BLOCK 4 OF SAID PLAT, EXTENDING SOUTH TO THE NORTHERN MARGIN OF PRENTICE AVENUE (FORMERLY FOREST STREET NW) PER SAID PLAT.

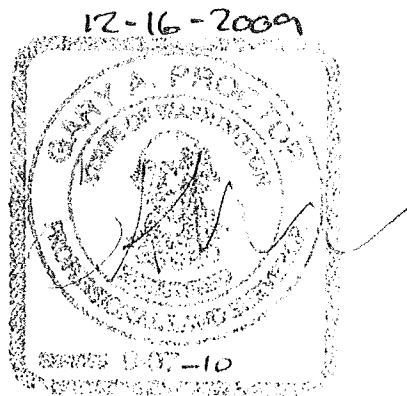
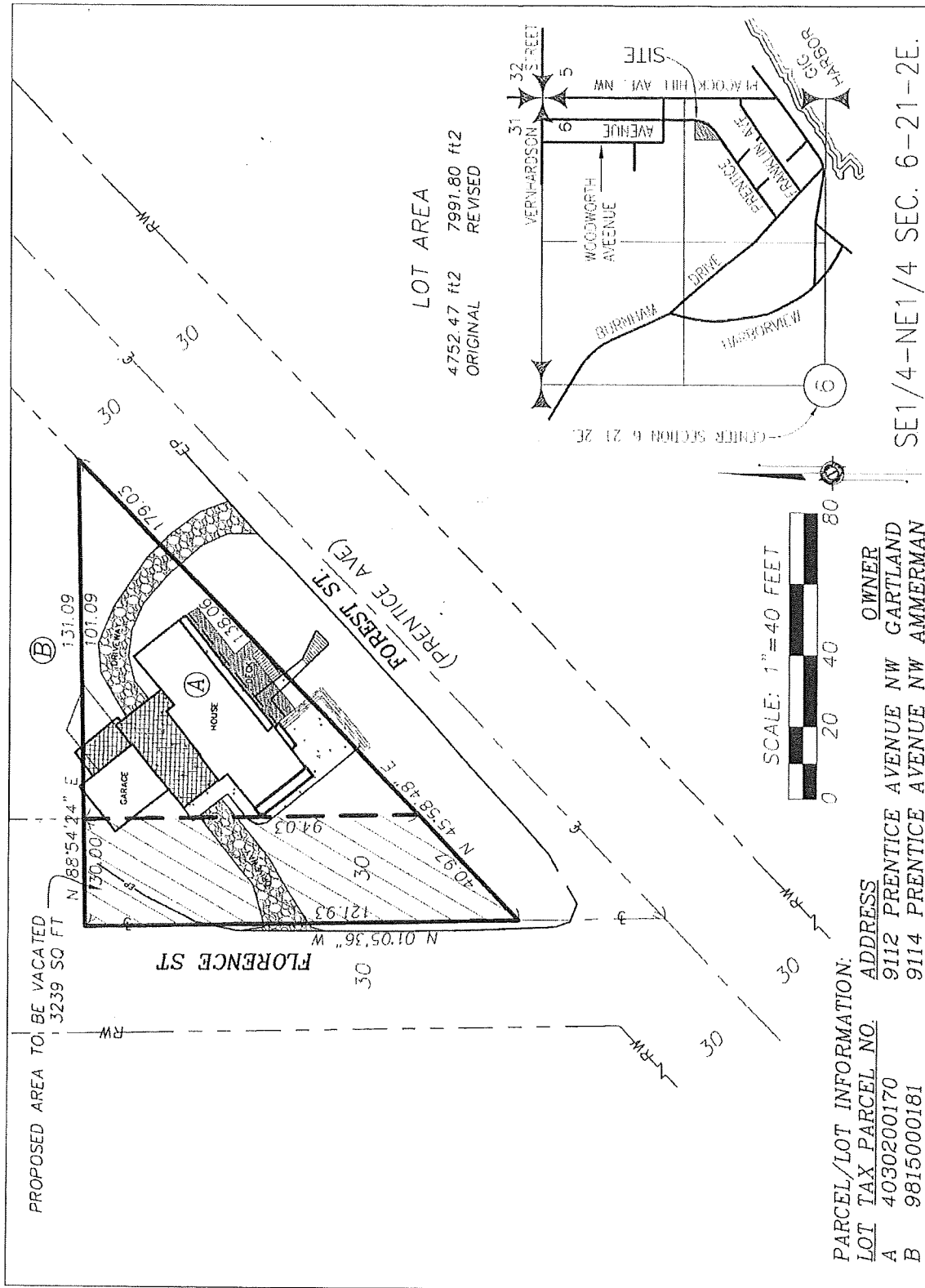




EXHIBIT B  
PROPERTY LEGAL DESCRIPTION MAP



AFTER RECORDING RETURN TO:

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

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

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

ORDINANCE NO. XXXX OF THE CITY COUNCIL OF THE CITY OF GIG  
HARBOR, WASHINGTON, VACATING A 15 FOOT PORTION OF  
WOODWORTH AVENUE, GIG HARBOR, WASHINGTON.

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

City of Gig Harbor

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

Timothy and Kimberly Gartland

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

Section 6, Township 21 North, Range 02 East, W.M. in Pierce County, Washington

**Assessor's Property Tax Parcel or Account number:** 4030200170

**Reference number(s) of documents assigned or released:** \_\_\_\_\_

ALTERNATIVE B - REDUCED AREA

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, VACATING A 15-FOOT PORTION OF WOODWORTH AVENUE, GIG HARBOR, WASHINGTON; ESTABLISHING REQUIRED COMPENSATION AND ESTABLISHING AN EFFECTIVE DATE.

---

WHEREAS, on June 10, 2010, Timothy Gartland filed a petition for vacation of a 30-foot strip of Woodworth Avenue (formerly known as Florence Street) abutting property owned by Timothy and Kimberly Gartland located at 9112 Prentice Avenue NW, City of Gig Harbor, legally described on Exhibit A and shown on Exhibit B, both of which are attached hereto and incorporated herein by this reference; and

WHEREAS, on June 14, 2010, the Gig Harbor City Council accepted the petition and passed Resolution No. 763, establishing July 12, 2010 as the date for a public hearing on the vacation of the right-of-way; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter and first reading of this Ordinance on July 12, 2010 as scheduled and heard testimony from all interested parties, and directed staff to obtain an appraisal as required under GHMC 12.14.004, *et seq.*; and

WHEREAS, after considering any and all such testimony, the Council desires to vacate a portion of the right-of-way requested; Now, therefore,

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

Section 1. Adoption of Findings and Conclusions. The City Council makes the following findings and conclusions in support of vacation:

A. The portion of right of way that is proposed to be vacated was dedicated to the City from the State of Washington on July 11, 1940, and described as the Plat of Fuller's Second Addition to Gig Harbor (Auditors File Number 1263576).

B. Vacation of the right-of-way, reduced to 15 feet, will not require any easements for utilities.

C. The portion of right-of-way proposed to be vacated has an existing driveway access.

D. The reduced 15-foot portion of right-of-way to be vacated does not conflict with the City's Six Year Transportation Plan or the Transportation section (Chapter 11) of the City's Comprehensive Plan.

E. The portion of right-of-way proposed to be vacated does not abut any body of water.

F. The portion of right-of-way proposed to be vacated is not needed for any future right-of-way purpose.

Section 2. Compensation. In accordance with GHMC 12.14.018 the amount of \_\_\_\_\_ (\$\_\_\_\_\_) shall be required from petitioner Gartland in exchange for the vacation.

Section 3. Duties of City Clerk. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor only after receipt of the required compensation in Section 2.

Section 3. Effective Date. This ordinance shall take effect five days after passage and publication as required by law.

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

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Angela S. Belbeck

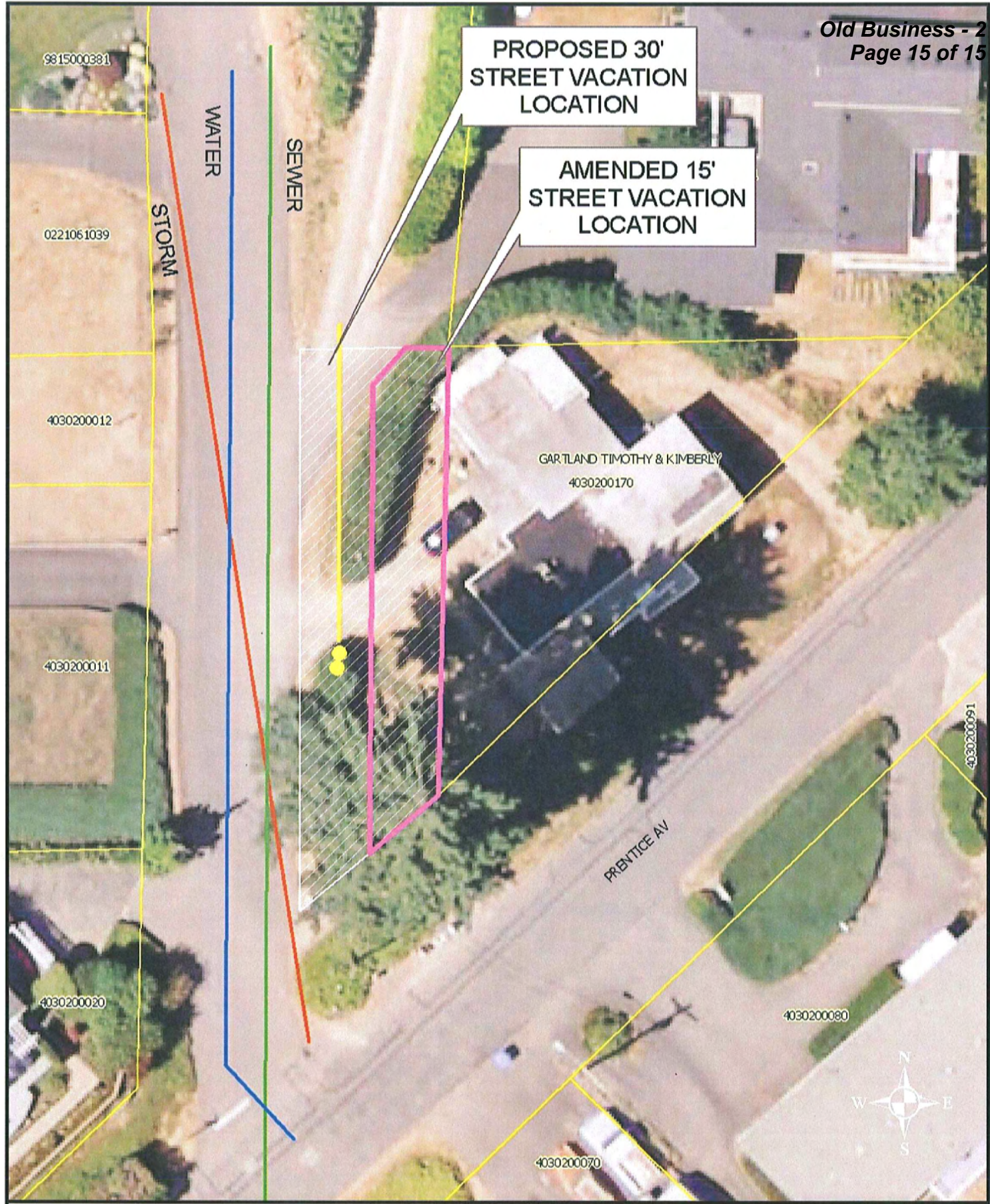
FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:

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

**EXHIBIT B**  
**PROPERTY LEGAL DESCRIPTION MAP**

PROPOSED 30'  
STREET VACATION  
LOCATION

AMENDED 15'  
STREET VACATION  
LOCATION



GARTLAND - 9112 PRENTICE AVE - STREET VACATION  
LOCATION MAP





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

**Subject:** Second Reading of Ordinance on Zoning Code Efficiency Amendments.

**Proposed Council Action:** Move to Approve

**Dept. Origin:** Planning

**Prepared by:** Jennifer Kester  
Senior Planner

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

**Exhibits:** Ordinance with exhibit;  
Summary of amendments.

Initial & Date

**Concurred by Mayor:**

CLH 7/14/10

**Approved by City Administrator:**

JK

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

e-mail 6/24/10

**Approved by Finance Director:**

N/A

**Approved by Department Head:**

JK for JD

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

Over the last seven years, the Planning Department has been documenting text amendments to the land use code (Title 16, 17, 18 and 19) necessary to clarify permitting procedures, correct errors and omissions, reduce the need for interpretations and improve customer service. Over 75 such efficiency amendments have been identified; however only 10 percent have been resolved with previous ordinances. In an effort to gain efficiency in the permitting process and improve customer service, the department has undertaken the process of developing ordinances to resolve a majority of these issues in 2010.

The department is seeking review of these in phases. The first phase which is the subject of the attached ordinance encompasses obvious errors and omissions and basic amendments that help in interpretations and permit processing. The second phase, scheduled for review by the Council this fall, includes substantial revisions to our site plan review process and permit expiration codes.

The enclosed summary sheet explains the proposed amendments. The ordinance shows the actual code changes in numerical order. The exhibit to the ordinance includes all changes in the Design Manual. Due to file conversion issues, the proposed changes to the Design Manual are shown as comments in a PDF document.

**ENVIRONMENTAL ANALYSIS**

The City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on May 5, 2010.

**FISCAL CONSIDERATION**

None.

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee reviewed these changes at their April 5, 2010 meeting and did not suggest changes. Furthermore, the Planning Commission agreed that these amendments could be directly considered by the City Council.

**RECOMMENDATION / MOTION**

Move to approve.

Phase 1 Zoning Code Efficiency Amendments

<p>4. <b>References</b></p>	<p><b>Issue:</b> There are several incorrect code references in Title 16 and 17  <b>Proposed Solution:</b> Correct references.  <b>Proposed Text:</b> See Sections 1, 2, 3, 24, 42 and 44 of the ordinance and pages 2, 6, 9 of Exhibit A.</p>
<p>2. <b>Temporary Trailers</b></p>	<p><b>Issue:</b> The provisions for allowing temporary construction and office trailers are out-of-date and do not reflect current bonding process.  <b>Proposed Solution:</b> Update provisions to reflect current practice.  <b>Proposed Text:</b> See Section 4 of the ordinance.</p>
<p>3. <b>Nonconforming Lots</b></p>	<p><b>Issue:</b> The provision for combining legally nonconforming lots and granting lot of record status to lots that have had their size reduced due to right-of-way dedication is not located in the Nonconforming chapter, but instead the general provisions chapter. This makes the knowledge and use of this code difficult for applicants and staff.  <b>Proposed Solution:</b> Relocate such provisions to the Nonconforming chapter.  <b>Proposed Text:</b> See Sections 5 and 43 of the ordinance.</p>
<p>4. <b>Front Lot Line Definition</b></p>	<p><b>Issue:</b> Definition is not clear on what's the front lot line of an interior lot which does not abut a public street or abuts both a private and public street.  <b>Proposed Solution:</b> Clarify the definition to match past application and interpretation.  <b>Proposed Text:</b> See Section 6 of the ordinance.</p>
<p>5. <b>Tenant Improvement Definition</b></p>	<p><b>Issue:</b> Design review chapter includes an administrative process for review of design alternatives to tenant improvements; however, the term tenant improvement is not defined.  <b>Proposed Solution:</b> Rename "tenant improvement" to "tenant-specific alteration" and define "tenant-specific alteration"  <b>Proposed Text:</b> See Section 7 of the ordinance and page 2 of Exhibit A.</p>
<p>6. <b>Zoning Districts</b></p>	<p><b>Issue:</b> Certain zoning districts are not listed as established zoning districts and the zoning district boundary interpretation provisions do not reflect modern GIS mapping abilities (and inabilities)  <b>Proposed Solution:</b> Establish omitted zoning districts and update interpretation language to reflect the inability to map the zoning of shorelands and ROW in GIS.  <b>Proposed Text:</b> See Sections 8 and 9 of the ordinance.</p>

<p>7. 8.</p> <p><b>MUD Overlay Minimum parcel requirements</b></p>	<p><b>Issue:</b> Land Use Matrix does not reference parcel size/location limitations for uses in the MUD overlay causing applicants to assume certain uses are allowed regardless of parcel size or location  <b>Proposed Solution:</b> Insert reference into the Matrix to the use limitations in the MUD Overlay.  <b>Proposed Text:</b> See <u>Section 10</u> of the ordinance.</p>
<p>8.</p> <p><b>Maximum Height of Structures</b></p>	<p><b>Issue:</b> Not all zoning districts reference the Design Manual building height standards leading some applicants to proposed buildings exceeding the height allowance unknowingly.  <b>Proposed Solution:</b> Include a reference to the Design Manual height standards in each zoning district and standardize reference language.  <b>Proposed Text:</b> See <u>Sections 11, 12, 14, 16, 18, 20, 23, 30, 31, 32, 33, 34, 36, 38, 40, 41 and 45</u> of the ordinance.</p>
<p>9.</p> <p><b>Duplex Design Standards</b></p>	<p><b>Issue:</b> The Design Manual does not specify what design standards apply to duplexes as they are neither single-family nor multiple-family dwelling by definition. Certain zones call out duplexes needing to meet single-family standards and staff has been applying such single-family standards to duplexes since the 2004 DM update.  <b>Proposed Solution:</b> State in the Design Manual that single-family standards are also duplex standards and update the design manual reference in each zoning district accordingly.  <b>Proposed Text:</b> See <u>Sections 13, 17, 21, 31, 35, 37, and 39</u> of the ordinance and <u>pages 1, 7-8, 10 and 14-16</u> of Exhibit A.</p>
<p>10.</p> <p><b>Corner Lot Footnote in R-2 and R-3 zones</b></p>	<p><b>Issue:</b> Footnote for corner lots in the R-2 and R-3 zones conflicts with the definition of corner lot which states that the shortest of the two lot lines adjacent to a public street is the front lot line.  <b>Proposed Solution:</b> Remove conflicting footnote.  <b>Proposed Text:</b> See <u>Section 15</u> and <u>19</u> of the ordinance.</p>
<p>11.</p> <p><b>Residential to Residential buffer</b></p>	<p><b>Issue:</b> Several of our zones that allow both single-family and nonresidential development require buffering to single-family or residential use. However, this buffering is also required between two single-family uses or two like residential uses. Staff does not feel it is the intent to require dense vegetative screening between like residential uses.  <b>Proposed Solution:</b> Clarify that the dense vegetative buffer is only required when a nonresidential use abuts a residential use.  <b>Proposed Text:</b> See <u>Sections 22, 26 and 29</u> of the ordinance.</p>
<p>12.</p> <p><b>B-1 zoning district</b></p>	<p><b>Issue:</b> Current code includes two references to maximum impervious surface allowed (70% and</p>

	<p><b>impervious surface standards</b></p> <p>80%).  <b>Proposed Solution:</b> Remove oldest requirement (70%).  <b>Proposed Text:</b> See <u>Section 27</u> of the ordinance</p>
<p><b>13. Enhancement Corridors</b></p>	<p><b>Issue:</b> The Enhancement Corridor standards are not consistent in the term used for the City of Tacoma Cushman transmission line properties. Sometimes it is called out as a utility corridor or utility right-of-way. As the property is owned fee simple by the City of Tacoma, these are incorrect, non-specific terms and could lead to minimal enhancement corridor buffering in some areas of the city.  <b>Proposed Solution:</b> Use "City of Tacoma Cushman transmission line properties" as the term for the utility corridor in the Design Manual  <b>Proposed Text:</b> See <u>pages 3 and 4 of Exhibit A</u> for proposed changes.</p>
<p><b>14. Zone Transition Standards</b></p>	<p><b>Issue:</b> The standards inadvertently require zone transition across SR16, where Enhancement Corridor standards already require buffering. In the Zone Transition Categories table, some zones are incorrectly reference and the MUD overlay and PCD-BP zone are omitted.  <b>Proposed Solution:</b> State that zone transition does not occur across SR16, correct references and add MUD and PCD-BP to the table.  <b>Proposed Text:</b> See <u>page 5 of Exhibit A</u> for proposed changes.</p>
<p><b>15. Horizontal Building Modulation</b></p>	<p><b>Issue:</b> The 4 requirements that make up the horizontal modulation requirements are called out in one paragraph. Using a paragraph rather than bullet-like formatting leads to architects and staff overlooking requirements.  <b>Proposed Solution:</b> Format the standards so that they are more apparent.  <b>Proposed Text:</b> See <u>page 11 of Exhibit A</u> for proposed changes</p>
<p><b>16. Siding and Trim Standards</b></p>	<p><b>Issue:</b> The siding and trim allowance does not specifically allow ground-faced block even though the masonry façade option encourages its use and ground-faced block is extremely similar to brick, an allowed material. The masonry façade options do not specify recessed panel depth and pilaster spacing limitations resulting in the staff's inability to require a recessed depth of significance (applicants are proposing ½ inch, which is not noticeable) and pilaster spacing that is reasonable.  <b>Proposed Solution:</b> Allow ground-faced block and specify minimum recessed panel depth (4") and state that pilaster must be 15-20 feet "on-center"  <b>Proposed Text:</b> See <u>pages 12-13 and 18 of Exhibit A</u> for proposed changes</p>

17.	<b>Dormer Width</b>	<p><b>Issue:</b> The Design Manual has a minimum roof pitch allowance of 6/12 in the Historic District; however shed dormers are allowed to have a less steep pitch. The manual does not limit the amount of a roof that can be a dormer. Without that specificity, staff has had to approve shed dormers that are almost as wide as the main roof, masking the true roof form and further blocking views.</p> <p><b>Proposed Solution:</b> Limit shed dormers to no more than 50% of the roof length.</p> <p><b>Proposed Text:</b> See <a href="#">page 17 of Exhibit A</a> for proposed changes.</p>
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ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CORRECTING ERRORS AND OMISSIONS, AND CLARIFYING PROVISIONS TO AID IN INTERPRETATION AND IMPLEMENTATION OF TITLE 16 AND 17; REPEALING SECTIONS 17.01.100 AND 17.32.045; ADDING NEW SECTION 17.04.797; AND AMENDING SECTIONS 16.01.030, 16.04.005, 16.06.005, 17.01.090, 17.04.510, 17.12.010, 17.12.050, 17.14.020, 17.15.060, 17.16.070, 17.16.100, 17.17.040, 17.20.040, 17.20.060, 17.20.070, 17.21.040, 17.24.050, 17.24.060, 17.24.070, 17.28.050, 17.28.060, 17.30.030, 17.30.070, 17.31.060, 17.32.080, 17.36.060, 17.36.080, 17.40.100, 17.41.030, 17.45.040, 17.46.060, 17.46.090, 17.48.060, 17.48.090, 17.50.060, 17.50.090, 17.54.030, 17.56.030, 17.62.040, 17.68.020, 17.80.110, 17.91.040, 17.99.030, 17.99.160, 17.99.170, 17.99.240, 17.99.290, 17.99.300, 17.99.380, 17.99.420, 17.99.490, 17.99.510 AND 17.99.540 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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WHEREAS, the City has documented numerous land use code amendments necessary to correct errors and omissions and reduce the need for interpretations by the planning department; and

WHEREAS, the City desires to correct these errors and omissions and clarify the code to reduce interpretation and improve customer service; and

WHEREAS, the City desires to correct and update references and remove conflicting provisions in Titles 16 and 17; and

WHEREAS, the provisions for allowing temporary construction and office trailers are out-of-date and need to be updated to reflect current bonding process; and

WHEREAS, the City desires to relocate and reorganize the provisions for combining legally nonconforming lots, lot of record status, and horizontal building façade modulation to aid in implementation of the zoning code; and

WHEREAS, the City desires to clarify the definition of front lot line and add a definition of tenant-specific alteration to aid in implementation of the zoning code; and

WHEREAS, certain zoning districts adopted by the City are not listed as established zoning districts in Chapter 17.12 and the zoning district boundary interpretation provisions do not reflect modern GIS mapping capabilities; and

WHEREAS, the City desires to establish the omitted zoning districts in Chapter 17.12 and update interpretation language to reflect GIS mapping capabilities; and

WHEREAS, the City desires to include a reference to the Design Manual height standards in each zoning district and standardize reference language; and

WHEREAS, the City desires to codify the current policy to apply the single-family design standards to duplexes and update the design manual reference in each zoning district chapter accordingly; and

WHEREAS, the City desires to clarify that the dense vegetative buffer required in our mixed use zone between uses is only required when a nonresidential use abuts a residential use, not when a residential use abuts a residential use; and

WHEREAS, the City desires to remove multiple impervious surface limitations in the B-1 zoning district; and

WHEREAS, the Design Manual inadvertently requires zone transition across SR16, where Enhancement Corridor standards already require buffering and the City desires to clarify that that zone transition does not occur across SR16; and

WHEREAS, the City desires to clarify the use of ground-faced CMU block and better define the masonry façade option for nonresidential buildings; and

WHEREAS, the Design Manual has a minimum roof pitch allowance of 6/12 in the Historic District; however, shed dormers are allowed to have a less steep pitch. The manual does not limit the amount of a roof that can be a dormer. The City desires to limit dormers to 50% of the roof plane length; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on May 5, 2010; and

WHEREAS, a copy of this Ordinance was forwarded to the Washington State Department of Commerce on April 10, 2010, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on July 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 16.01.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**16.01.030 Final plat.**

“Final plat” is the final drawing of the subdivision and dedication prepared for filing of record with the Pierce County auditor, and containing all elements and requirements set forth in Chapter ~~16.09~~ 16.06 GHMC.

Section 2. Section 16.04.005 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**16.04.005 Construction of improvements.**

An approved short plat shall not be filed for record until the applicant has constructed or bonded for all improvements required by the director in the final decision on the short plat, pursuant to GHMC ~~16.04.001(F)~~ 16.08.001(F).

Section 3. Subsection 16.06.005(D) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**16.06.005 Criteria for approval.**

A final plat application shall be approved if the subdivision proposed for approval:

\* \* \*

D. Director’s Decision. If the application conforms to all of the above criteria, the director shall approve or conditionally approve the ~~short~~ final plat. Any subdivision submitted to the city for approval shall contain the following certificates. The property owner and the land surveyor shall execute their respective certificates prior to the director’s final decision. The certificates to be executed by city and county officials and employees shall be executed after final plat approval, if granted.

1. Mayor. A signature block and statement for the approval of the final plat;
2. City Clerk. A signature block and statement that the city clerk finds that there are no delinquent assessments outstanding on the property subject to this final plat approval;
3. City Engineer. A signature block and statement that the short plat complies with the applicable provisions of the city of Gig Harbor public works construction standards;
4. Planning Director. A signature block and statement that the subdivision complies with the city’s development regulations under GHMC Titles 16 and 17.

\* \* \*

Section 4. Section 17.01.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.01.090 Construction Temporary trailers—Temporary uses.**

~~A. Applications for the temporary use of construction trailers are Type 1 project permit applications as defined under GHMC Title 19 and shall be processed accordingly. These permits are available for those who are in the process of constructing a building or buildings, which shall be subject to renewal, to locate a construction trailer or similar portable office on the building lot during the course of construction of the building or buildings. Such permit shall not be issued until after a building permit has been obtained.~~

~~B. Construction trailers or portable offices may be used as caretaker's quarters at various job sites which are controlled by other permits of limited time duration. All other types of caretaker quarters must meet the requirements for dwellings.~~

A. Temporary trailers are portable trailers used for a construction office, sales office, or caretaker's quarters during the course of construction of building(s) in a plat or site plan. Temporary trailers shall be located on a lot within the site plan or plat.

B. Prior to the use of a temporary trailer on any site, a temporary use permit shall be obtained. Temporary use permits are a Type I project permit application and shall be processed as set forth in GHMC Title 19.

C. Construction Temporary trailers or portable offices used for temporary uses must have an approval on approved sewage disposal system, water supply, and electrical connection.

D. A temporary use permit may be issued by the planning/building department for a period not to exceed one year; provided, the department, for good cause shown, may renew the permit for an additional six-month period, at which time the temporary use (construction trailer or portable office) trailer and all appurtenances thereto shall be removed from the property.

E. As a condition Performance Assurance. Prior to the issuance of a temporary use permit under the provisions of this section, the property owner shall deposit in trust with the city, in cash or its equivalent, an amount as established under the City's Fee Schedule Resolution, to be deposited in a special fund created by this chapter and identified as the "construction trailer or portable office deposit fund," and shall enter into an agreement with the city. submit a performance surety bond equal to not less than the 110 percent of the cost to remove the temporary trailer and all appurtenances thereto. The performance surety bond shall be executed by a surety company authorized to transact business in the state in a form approved by the city attorney. Such agreement shall provide, at a minimum, as follows:

1. The applicant agrees to pay to the city all fees, costs, and/or expenses, legal or otherwise, which the city may incur in causing the

~~removal of the construction trailer or portable office, and all its appurtenances left in place beyond the time period approved by the city or used or installed in violation of the ordinances of the city;~~

~~2. The applicant agrees that all such fees, costs and/or expenses incurred by the city shall be deducted from the deposit;~~

~~3. The applicant agrees to pay to the city such fees, costs, and/or expenses incurred by the city which are in excess of the deposit;~~

~~4. The city agrees to refund the deposit at the time of expiration of the permit, in total; provided the city does not incur such fees, costs, and/or expenses, or shall refund the remainder of the deposit after deduction of such fees, costs, and/or expenses; and~~

~~5. The city agrees to provide to the applicant a complete and accurate accounting of all such fees, costs, and/or expenses, if any, incurred by the city.~~

1. The property owner shall provide the city with a nonrevocable notarized agreement granting the city and its agents the right to enter the property and remove the temporary trailer and all appurtenances thereto.

2. If the property owner fails to remove the temporary trailer and appurtenances thereto and the city has incurred costs or expenses to remove such, the city shall call on the bond for reimbursement. If the amount of the bond is less than the cost and expense incurred by the city, the property owner shall be liable to the city for the difference. If the amount of the bond exceeds the cost and expense incurred by the city, the remainder shall be released.

~~F. A temporary use permit will be issued by the planning/building department. The fee imposed for the permit is in addition to all other required permits for electrical, plumbing and sewage disposal systems.~~

Section 5. Section 17.01.100 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Section 17.04.510 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.04.510 Lot line, front.**

“Front lot line” of an interior lot means the lot line adjacent to a public street, or if the interior lot does not have a lot line adjacent to a public street, the front lot line shall be the total line first crossed when gaining access to the lot from a public private street or access easement. See GHMC 17.04.470 for the definition of the front lot line of a corner lot.

Section 7. A new section 17.04.797 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**17.04.797 Tenant-specific alteration.**

"Tenant-specific alteration" means an exterior improvement made to the façade of a completed building by or for a single tenant which does not substantially modify the approved architecture.

Section 8. Section 17.12.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.12.010 Districts established.**

The city is divided into the following use districts:

- A. Single-family residential (R-1);
- B. Medium density residential (R-2);
- C. Multiple-family residential (R-3);
- D. Residential business 1 (RB-1);
- E. Residential business 2 (RB-2);
- F. Downtown business (DB);
- G. Neighborhood commercial (B-1);
- H. General business (B-2);
- I. General commercial (C-1);
- J. Public-institutional (PI);
- K. Waterfront residential (WR);
- L. Waterfront Millville (WM);
- M. Waterfront commercial (WC);
- N. Employment district (ED)
- O. Planned community development low density residential (RLD)
- P. Planned community development medium density residential (RMD)
- Q. Planned community development commercial (PCD-C)
- R. Planned community development business park district(PCD-BP)
- S. Planned community development neighborhood business district (PCD-NB)
- T. Mixed use district overlay (MUD)

Section 9. Section 17.12.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.12.050 District boundary – Interpretation when uncertainty exists.**

When uncertainty exists as to the boundaries of districts as shown on an official zoning map, the following rules shall apply:

- A. Boundaries indicated as approximately following the centerlines of streets, highways or alleys shall be construed to follow such centerlines;
- B. Boundaries indicated as following platted outlines shall be construed to follow the lot lines in effect at the time the applicable zoning district was approved;
- C. Boundaries indicated as following public land survey section or section subdivision lines shall be construed as following such section or section subdivision lines;
- D. Boundaries indicated as approximately following city limits shall be construed as following city limits;

E. Boundaries indicated as following shorelines shall be construed as following the mean high water line at the shore and, in the event of a change in the shoreline, shall be construed as moving with the mean high water line of the actual shoreline;

F. Boundaries indicated as following approximately the centerline of streams shall be construed as following such centerlines;

G. In unsubdivided property, the location of any district boundary, unless the same is indicated by dimensions shown on the official zoning map, shall be determined by the use of the scale appearing on the official zoning map;

H. Boundaries indicated as parallel to or extension of features indicated in subsections A through G above shall be so construed. Distances not specifically indicated on the official zoning map shall be determined by the scale of the official zoning map.

I. Shorelands shall be considered to be within the same zone as the abutting upland.

J. Where boundaries do not show a zoning district extending into a public right-of-way, alley, private road, or other easement, the zone boundary and district immediately abutting shall extend to the center of the right-of-way, alley, road, or easement. It is the intent of this statement that all lands in the City are zoned and are subject to the provisions of this title.

Section 10. Section 17.14.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.14.020 Land use matrix**

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WMM	WC	PCD-BP	PCD-NB	MUD <sup>25</sup>
<b>Uses</b>																				
Dwelling, single-family	-	P	P	P	P	C	P	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	P	P	P	-	P <sup>14</sup>	P
Dwelling, duplex	-	-	-	P	P	P	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	P	P	P	-	P <sup>14</sup>	P
Dwelling, triplex	-	-	-	C	P	P	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	C <sup>17</sup>	P	-	P <sup>14</sup>	P
Dwelling, fourplex	-	-	-	C	P	P	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	C <sup>17</sup>	P	-	P <sup>14</sup>	P
Dwelling, multiple-family	-	-	-	-	P	P <sup>6</sup>	-	P	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	-	-	-	P <sup>14</sup>	P
Accessory apartment <sup>1</sup>	-	C	P	-	P	-	C	C	C	P <sup>14</sup>	C	C	P <sup>14</sup>	-	-	-	P	-	P <sup>14</sup>	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Home occupation <sup>2</sup>	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	-	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	C	C	P	C <sup>22</sup>	-	-	-	-	-	P

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WM	WC	PCD-BP	PCD-NB	MUD <sup>25</sup>
<b>Uses</b>																				
Living facility, assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, primary	P	C	P	C	P	C	C	C	C	P	-	C	P	-	-	-	-	-	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	-	C	P	-	-	-	-	-	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	-	C	P	-	-	-	-	P	-	-
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P <sup>5</sup>	C	P <sup>5</sup>	C	C	C	C	P	-	C	P	C	-	-	-	C	-	P/C <sup>15</sup>
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	-	-	-	-	P	P	-
Clubs	-	-	C	C	C	C	C	C	P	P	P	P	P	C	-	C <sup>21</sup>	P	P	C	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	-	P	P	P	P	P	P
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Cemetery	-	-	-	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	P	-	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Business services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Ancillary services	P	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	P <sup>16</sup>
Sales, level 1	-	-	-	-	-	-	C <sup>7,8</sup>	-	P	P	P	P	P	C <sup>23</sup>	-	-	P	C <sup>24</sup>	P <sup>13</sup>	P
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C <sup>23</sup>	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 <sup>20</sup>	PCD-C	ED <sup>18</sup>	WR	WM	WC	PCD-BP	PCD-NB	MUD <sup>25</sup>
<b>Uses</b>																				
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	C	-	-
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	C	-	P
Recreation, outdoor commercial	-	-	-	-	-	-	C	C	C	-	P <sup>10</sup>	P	P	C	-	-	-	C	-	P
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	C	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	C	-	-	-	C	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C <sup>19</sup>	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P <sup>9</sup>	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility <sup>3</sup>	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C <sup>8</sup>	P	P	P	P	P	P	P	-	C <sup>12</sup>	P	P	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	C <sup>23</sup>	-	-	P	C <sup>24</sup>	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	C <sup>23</sup>	-	-	P	C <sup>24</sup>	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine boat sales, level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	P	P	-	-	-
Marine boat sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	C <sup>23</sup>	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial, level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	C	-	P
Industrial, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-	-	-
Marine industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	C	-	P <sup>11</sup>	C	-	-	-
Wireless communication facility <sup>4</sup>	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

<sup>1</sup> Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

<sup>2</sup> Home occupations are subject to Chapter 17.84 GHMC.

<sup>3</sup> Adult entertainment facilities are subject to Chapter 17.58 GHMC.

<sup>4</sup> Wireless communication facilities are subject to Chapter 17.61 GHMC.

- <sup>5</sup> Houses of religious worship shall be limited to parcels not greater than 5 acres.
- <sup>6</sup> Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.
- <sup>7</sup> Sales, level 1 uses shall be limited to food stores in the RB-1 district.
- <sup>8</sup> See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.
- <sup>9</sup> Animal clinics shall have all activities conducted indoors in the DB district.
- <sup>10</sup> Drive-in theaters are not permitted in the B-2 district.
- <sup>11</sup> Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.
- <sup>12</sup> Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.
- <sup>13</sup> Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.
- <sup>14</sup> Residential uses shall be located above a permitted business or commercial use.
- <sup>15</sup> Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.
- <sup>16</sup> Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.
- <sup>17</sup> Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.
- <sup>18</sup> Planned unit developments (PUDs) are conditionally permitted in the ED district.
- <sup>19</sup> Commercial parking lots in the WC district shall be related to shoreline uses.
- <sup>20</sup> Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.
- <sup>21</sup> Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.
- <sup>22</sup> Independent living facilities are conditionally allowed in the ED zone only when in combination with assisted living facilities, skilled nursing facilities or hospitals in the same site plan or binding site plan.
- <sup>23</sup> See GHMC Section 17.45.040 for specific performance standards of sales and restaurant uses in the ED zone.
- <sup>24</sup> See GHMC Section 17.54.030 for specific performance standards of sales and restaurant uses in the PCD-BP zone.
- <sup>25</sup> Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).

Section 11. Section 17.15.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.15.060 Maximum height of structures.**

In a PI district, all buildings and structures shall not exceed a height of 35 feet as provided for in GHMC 17.99.370(D), ~~except as provided for restricted~~ under Chapter 17.62 GHMC, Height Restriction Area, and except as provided under GHMC 17.99.390(A)(3), 17.99.510(A)(2) and 17.99.510(B).

Section 12. Section 17.16.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.16.070 Maximum height of structures.**



In an R-1 district, all buildings and structures shall not exceed a height of 35 feet as provided for in GHMC 17.99.370(D) ~~except as provided for restricted~~ under Chapter 17.62 GHMC, Height Restriction Area, and as provided under GHMC 17.99.390(A)(3), 17.99.510(A)(2) and 17.99.510(B).

Section 13. Section 17.16.100 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.16.100 Design of structures.**

All ~~structures development~~ shall conform to the applicable design standards for ~~single-family dwellings as defined in GHMC 17.99.490 and 17.99.510, as well as all other provisions of contained in~~ Chapter 17.99 GHMC ~~applicable to single-family development.~~

Section 14. Subsection 17.17.040(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.17.040 Performance standards.**

\* \* \*

B. General.

1. Maximum density is four dwelling units per structure in attached single-family dwellings.

2. Each unit must have individual private yards or courts enclosed by a wall, berm or dense landscaping.

3. Private easements shall be required for all zero lot line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

4. Minimum yards (from the property lines):

- a. Front yard setback    House: 20'  
  Porch: 12'  
  Garage: 26'

b. Rear yard setback 30'

c. Side yard setback 8'

d. Garages may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

5. Minimum Lot Area. The minimum lot size is 10,000 square feet for divisions of land of four or less lots. A minimum parcel size is not specified for divisions of land of five or more lots.

6. Minimum Lot Width. Minimum lot width is 0.7 percent of the lot area, in lineal feet.

7. Maximum Height of Structures. ~~The maximum~~ All buildings and structures shall not exceed a height is of 35 feet as provided for in GHMC 17.99.370(D), except as increased under GHMC 17.99.390(A)(3).

8. Maximum lot area coverage: Forty-five percent, excluding residential driveways, private walkways and similar impervious surfaces.

9. Landscaping. Landscaping shall comply with the requirements of Chapters 17.78 and 17.99 GHMC.

10. Design. ~~All residential single family structures, attached or detached, shall comply with the design standards defined in GHMC 17.99.490.~~ Development in the RLD district shall conform to the design and development standards contained in Chapter 17.99 GHMC.

11. Circulation/Roads/Streets. Residential development which provides pedestrian linkages to and within common open space trails systems may be waived from the provisions of public sidewalks, curbs and gutters within the residential development, in whole or in part, upon approval of the public works director.

12. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

\* \* \*

Section 15. Section 17.20.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.20.040 Development standards.**

In an R-2 district, the minimum requirements are as follows:

	<b>Single- Family and Duplex Dwellings</b>	<b>Other Residential and Nonresidential</b>
A. Minimum lot area for short plats <sup>1</sup>	7,000 sq. ft./dwelling unit	
B. Minimum lot width <sup>1</sup>	50'	50'
C. Minimum front yard <sup>2, 3</sup>	House: 20' Porch: 12' Garage: 26'	25'
D. Minimum side yard <sup>2, 3, 4</sup>	8'	7'
E. Minimum rear yard <sup>2, 3, 4</sup>	30'	25'
F. Maximum impervious lot coverage	60% of the total lot area	
G. Minimum density	4 dwelling units/acre	
H. Maximum density	6 dwelling units/acre	

<sup>1</sup>A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

<sup>2</sup>~~In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided, such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors. The other property line abutting a street shall be deemed the side property line. An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.~~

<sup>3</sup>Development in the historic district shall comply with the setbacks defined in GHMC 17.99.310 and 17.99.320.

<sup>4</sup>Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

Section 16. Section 17.20.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.20.060 Maximum height of structures.**

In an R-2 district, all buildings and structures shall not exceed a height of 35 feet as provided for in GHMC 17.99.370(D), except as ~~provided for restricted~~ under Chapter 17.62 GHMC, Height Restriction Area, and as provided for under GHMC 17.99.390(A)(3), 17.99.510(A)(2) and 17.99.510(B).

Section 17. Section 17.20.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.20.070 Design.**

All development shall conform to the applicable design standards contained in Chapter 17.99 GHMC. ~~Duplex dwellings shall conform to the design standards for single family dwellings as provided in GHMC 17.99.490 and 17.99.510.~~

Section 18. Subsection 17.21.040(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.21.040 Performance standards.**

\* \* \*

B. General.

1. Single-family attached dwelling units must have individual private yards or courts enclosed by a wall, berm or dense landscaping. Easements shall be required for all zero lot line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

2. Minimum yards (from the property line).

Multifamily or multiple units of single-family on one parcel:

- a. Front, 10 feet.
- b. Side, 30 feet.
- c. Rear, 30 feet.

Single-family on individual parcels:

- a. Front yard setback    House: 15'  
                                    Porch: 12'  
                                    Garage: 15'

b. Rear yard setback 15', except that garages may be within three feet of an alley easement.

c. Side yard setback 5'

3. Maximum Height of Structures. ~~The maximum~~ All buildings and structures shall not exceed a height is of 45 feet as provided for in GHMC 17.99.370(D), except as provided under GHMC 17.99.390(A)(3).

4. Maximum lot area coverage: Sixty-five percent, excluding driveways, private walkways and similar impervious surfaces. Impervious surface coverage of individual parcels may exceed the 65 percent maximum when included within a subdivision; provided, that the overall impervious surface coverage of the subdivision does not exceed 65 percent.

5. Landscaping. Landscaping shall comply with the requirements of Chapters 17.78 and 17.99 GHMC, except that buffer dimensions shall be reduced to 10 feet when the proposed use is adjacent to a similar use or zone which includes a platted buffer of equal or greater width.

6. Circulation/Roads/Streets. Residential development which provides pedestrian linkages to and within common open space trails systems may be waived from the requirements in the city's public works standards for public sidewalks, curbs and gutters within the residential development, in whole or in part, upon approval of the public works director.

7. Design. All development shall comply with the standards of Chapter 17.99 GHMC.

8. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

Section 19. Section 17.24.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.24.050 Development standards.**

In an R-3 district, the minimum lot requirements are as follows:

	<b>Single-Family and Duplex Dwellings</b>	<b>Other Residential and Nonresidential</b>
A. Minimum lot area for short plats <sup>1</sup>	5,400 sq. ft./dwelling unit	
B. Minimum lot width <sup>1</sup>	50'	50'
C. Minimum front yard <sup>2</sup>	House: 20' Porch: 12' Garage: 26'	20'
D. Minimum side yard <sup>3,2</sup>	8'	7'
E. Minimum rear yard <sup>3,2</sup>	30'	25'
F. Maximum site coverage	60% of the total lot area	

G. Maximum density 8 dwelling units/acre

<sup>1</sup>A minimum lot area is not specified for subdivisions of five or more lots. The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

~~<sup>2</sup>In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided, such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors.~~

<sup>3</sup>Garages accessory to single-family and duplex dwellings may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

Section 20. Section 17.24.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.24.060 Maximum height of structures.**

In an R-3 district, all buildings and structures shall not exceed a height of 35 feet in height as provided for in GHMC 17.99.370(D), except as ~~provided for restricted~~ under Chapter 17.62 GHMC, Height Restriction Area, and as provided under GHMC 17.99.390(A)(3), GHMC 17.99.510(A)(2) and 17.99.510(B).

Section 21. Section 17.24.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.24.070 Design.**

~~All single-family and duplex structures shall conform to the design standards defined for single-family development in Chapter 17.99 GHMC. All multifamily and nonresidential development shall conform to all the applicable design standards of Chapter 17.99 GHMC.~~

Section 22. Subsection 17.28.050(K) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.28.050 Minimum development standards.**

In an RB-1 district, the minimum lot requirements are as follows:

\* \* \*

K. Any yard abutting a single-family residence shall be required to maintain a 30-foot-wide dense vegetated screen. This requirement does not apply to single-family dwellings in the RB-1 district.

Section 23. Section 17.28.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.28.060 Maximum height of structures.**

In an RB-1 district, all buildings and structures shall not exceed a height of 35 feet in height as provided for in GHMC 17.99.370(D), except

as provided for restricted under Chapter 17.62 GHMC, Height Restriction Area, and as provided under GHMC 17.99.390(A)(3), 17.99.510(A)(2) and 17.99.510(B).

Section 24. Section 17.30.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.30.030 Conditional uses.**

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the RB-2 district.

Section 25. Section 17.30.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.30.070 Maximum building height of structures.**

In an RB-2 district, all buildings and structures shall not exceed a height of 35 feet as provided for in GHMC 17.99.370(D), except as ~~provided for~~ restricted under Chapter 17.62 GHMC, Height Restriction Area, and as provided under GHMC 17.99.390(A)(3), ~~and~~ 17.99.510(A)(2) and 17.99.510(B).

Section 26. Section 17.31.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.31.060 Minimum building setback requirements.**

In a DB district, the setbacks defined in GHMC 17.99.310 and 17.99.320 apply; provided, however, that where a DB district abuts a residential district, ~~a~~ the nonresidential building setback shall be 20 feet minimum, and the space so created shall be landscaped to screen the ~~commercial~~ nonresidential uses from the abutting residential district.

Section 27. Section 17.32.045 of the Gig Harbor Municipal Code is hereby repealed.

Section 28. Section 17.32.080 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.32.080 Building Maximum height of structures.**

In a B-1 district, all buildings and structures shall not exceed a height of 35 feet as provided for in GHMC 17.99.370(D), except as ~~provided for~~ restricted under Chapter 17.62 GHMC, Height Restriction Area, and as provided under GHMC 17.99.390(A)(3), ~~and~~ 17.99.510(A)(2) and 17.99.510(B).

Section 29. Subsection 17.36.060(E) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.36.060 Minimum building setback requirements.**

\* \* \*

E. Any yard abutting residential development, 30 feet with dense vegetative screening. This requirement does not apply to single-family and duplex dwellings in the B-2 district.

Section 30. Section 17.36.080 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.36.080 Maximum height of structures.**

In a B-2 district, all buildings and structures shall not exceed a height of 35 feet as provided for in GHMC 17.99.370(D), except as provided for restricted under Chapter 17.62 GHMC, Height Restriction Area, and as provided under GHMC 17.99.390(A)(3), 17.99.510(A)(2) and 17.99.510(B).

Section 31. Section 17.40.100 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.40.100 Maximum height of structures.**

In a C-1 district, all buildings and structures shall not exceed a height of 35 feet as provided for in GHMC 17.99.370(D), except as provided for restricted under Chapter 17.62 GHMC, Height Restriction Area, and as provided under GHMC 17.99.390(A)(3), ~~and 17.99.510(A)(2) and 17.99.510(B).~~

Section 32. Subsections 17.41.030(D and K) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.41.030 Performance standards (PCD-C)**

\* \* \*

D. Maximum Hheight of structures. Structures within 100 feet of a residential low density zone shall not exceed 35 feet in height, ~~except as provided under GHMC 17.99.390(A)(3).~~ Structures within 100 feet of a residential medium density zone shall not exceed 45 feet in height. ~~The building~~ Structure height shall be determined as defined provided for in GHMC 17.99.370(D), except as provided under GHMC 17.99.390(A)(3). The maximum building height shall also be limited by the city building and fire codes. Definitions within the city building and fire codes shall be used to determine height for compliance with the applicable building and fire codes.

\* \* \*

K. Design. ~~All residential structures of four or more attached dwelling units and all nonresidential structures shall comply with the standards of~~

~~the city of Gig Harbor design manual. All development in the PCD-C district shall conform to the design and development standards contained in Chapter 17.99 GHMC.~~

\* \* \*

Section 33. Subsection 17.45.040(E) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.45.040 Performance standards.**

\* \* \*

E. Maximum Hheight of structures. ~~The maximum height of a All buildings and structures shall not exceed a height of 35 feet as provided for in GHMC 17.99.370(D), except as restricted under Chapter 17.62 GHMC, Height Restriction Area, and as permitted provided under GHMC 17.99.390(A)(3).~~

\* \* \*

Section 34. Section 17.46.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.46.060 Maximum height of structures.**

In a WR district, all buildings and structures shall not exceed the height limits defined in GHMC 17.99.510(A)(2) and 17.99.510(B).

Section 35. Section 17.46.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.46.090 Design.**

All Ddevelopment in the WR district shall conform to the design and development standards contained in Chapter 17.99 GHMC. ~~Duplex dwellings shall conform to the design standards defined for single family dwellings in Chapter 17.99 GHMC.~~

Section 36. Section 17.48.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.48.060 Maximum Hheight of structures.**

In the WM district, all buildings and structures shall not exceed the height limits defined in GHMC 17.99.510(A)(2) and 17.99.510(B).

Section 37. Subsection 17.48.090(F) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.48.090 Performance standards.**

\* \* \*



F. Design. All development in the WM district shall conform to the design and development standards contained in Chapter 17.99 GHMC. ~~Two family dwellings (duplexes) shall conform to the design standards defined for single family development in Chapter 17.99 GHMC.~~

Section 38. Section 17.50.060 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.50.060 Maximum height of structures.**

In a waterfront commercial the WC district, all the maximum buildings and structures height shall not exceed the height limits defined in GHMC 17.99.510(A)(2) and 17.99.510(B).

Section 39. Subsection 17.50.090(E) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.50.090 Performance standards.**

In a waterfront commercial district, performance standards are as follows:

\* \* \*

E. Design. All development in the WC district shall conform to the design and development standards contained in Chapter 17.99 GHMC. ~~Two family dwellings (duplexes) shall conform to the design standards defined for single family dwellings in Chapter 17.99 GHMC.~~

Section 40. Subsection 17.54.030(F) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.54.030 Performance standards.**

\* \* \*

F. Maximum Hheight of structures. Structures within 100 feet of a residential low density zone shall not exceed 35 feet in height ~~except as provided under GHMC 17.99.390(A)(3)~~. Structures within 100 feet of a residential medium density zone shall not exceed 45 feet in height. ~~The building Structure height shall be calculated as defined provided for in GHMC 17.04.160-17.99.370(D), except as provided under GHMC 17.99.390(A)(3).~~ The maximum building height shall also be limited by the city building and fire codes. Definitions within the city building and fire codes shall be used to determine height for compliance with the applicable building and fire codes.

\* \* \*

Section 41. Subsection 17.56.030(D) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.56.030 Performance standards.**

\* \* \*

D. Maximum H height of structures. All buildings and structures  
Maximum height shall not exceed a height of 35 feet for all structures as  
provided for in GHMC 17.99.370(D), except as provided under GHMC  
17.99.390(A)(3).

\* \* \*

Section 42. Section 17.62.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.62.040 Amendment to height restriction area map.**

Amendments to the height restriction area map are a Type ~~IV~~ III permit procedure. The procedures established under Chapter 17.10 GHMC and GHMC Title 19 for the consideration of amendments to the zoning district map shall be followed for amendments to the height restriction area map. The criteria for approval shall be as follows:

- A. That the request to amend the height restriction area map furthers the goals, policies and objectives of the comprehensive plan;
- B. The property or area proposed for exclusion from the height restriction area map does not currently possess a view of Gig Harbor Bay, Mt. Rainier or the Puget Sound Narrows;
- C. The gradient of the land within 100 feet of the property or area does not have a slope of five percent or greater toward Gig Harbor Bay, Mt. Rainier or the Puget Sound Narrows;
- D. That views from adjacent properties will not be adversely affected.

Section 43. Section 17.68.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.68.020 Nonconforming lots of record.**

A. Building on Nonconforming Lots of Record. In any district, notwithstanding limitations imposed by other provisions of Chapter 17.01 GHMC, permitted principal uses and structures and customary accessory buildings may be erected on any lot that is of record at the effective date of the adoption or of an amendment of the applicable regulations. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are applicable in the district. Such permitted principal uses and structures and accessory buildings shall be erected on such a nonconforming lot so that all dimensional requirements of the zoning title including minimum yard requirements, the maximum height of structures and the maximum coverage by all buildings are complied with.

B. Combination of Legally Nonconforming Lots. A property owner of two or more lots that are legally nonconforming as to lot area may request that the lots be combined into one larger lot, even if the resulting lot does not satisfy the existing lot area requirements in the underlying zone, as

long as the director determines that the property owner has submitted sufficient evidence to demonstrate that the original lots are legally nonconforming. In addition, the lot combination shall satisfy the requirements of and be processed according to the procedures in Chapter 16.03 GHMC, with the exception of GHMC 16.03.003(B). This section does not apply in any overlay district to allow the combination of any lots created through the mixed use overlay district (MUD), a planned unit development (PUD) or planned residential district (PRD).

C. Dedication of Property to the Public. That portion of a lot remaining after dedication or sale of a portion of the lot to the city or state for street or highway purposes shall be a separate building site, as long as the area of the remaining lot is at least 3,000 square feet.

Section 44. Subsection 17.80.110(E) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.80.110 Temporary signs.**

\* \* \*

E. Signs Advertising a Public Event. Maximum duration shall be from one month before the event to five days after the event. Because public events are allowed on a limited time basis and on sites not normally associated with the event, public event signs may be located off-premises within the city right-of-way, subject to the provisions of Chapter 12.02 GHMC, ~~Right-of-Way Use~~ Encroachment Permits, or within the windows of buildings, subject to the building owner's approval and all other window sign requirements. Signs shall be removed by the promoters of the event, or the city will remove such signs at the promoter's expense.

\* \* \*

Section 45. Subsection 17.91.040(F) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.91.040 Site development and performance standards.**

\* \* \*

F. Performance Standards.

1. Minimum yards (from the property line):
  - a. Front, 15 feet.
  - b. Side, five feet. At least 20 feet is required on the opposite side of a lot having a zero lot line.
  - c. Rear, 15 feet.
2. Maximum H~~height~~ of structures. ~~The maximum~~ All buildings and structures shall not exceed a height of a structure shall not exceed 35 feet as provided for in GHMC 17.99.370(D), except as provided under GHMC 17.99.390(A)(3).

3. Maximum lot area coverage: Forty-five percent, excluding driveways, private walkways and similar impervious surfaces.
4. Landscaping. Landscaping shall comply with the requirements of Chapter 17.78 GHMC.
5. Exterior Mechanical Devices. All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public rights-of-way.
6. Outdoor Storage of Materials. Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public rights-of-way.
7. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground-mounted floodlighting or light projection above the horizontal plane is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.
8. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.
9. Design. ~~Development in the MUD district shall conform to the design and development standards contained in Chapter 17.99 GHMC. Duplex dwellings shall conform to the design standards defined for single-family dwellings in Chapter 17.99 GHMC.~~ Development in the MUD overlay shall conform to the design and development standards contained in Chapter 17.99 GHMC.
10. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

Section 46. The following sections and subsections of the Gig Harbor Municipal Code are hereby amended as set forth in Exhibit A attached to this Ordinance:

Subsections 17.99.030(D and E); Subsections 17.99.160(A, B, and C);  
Section 17.99.170; Subsection 17.99.240(D)(3); Section 17.99.290;  
Subsection 17.99.300(B); Subsection 17.99.380(B); Subsections  
17.99.420 (A and B); Section 17.99.490; Subsection 17.99.510(A)(3);  
Subsection 17.99.540(A)

Section 47. 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 48. 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:

# Summary of Comments on Chapter 17.99, Design Manual

Page: 2

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## Article IV. ARCHITECTURE

- 17.99.370 Site-sensitive building design.
- 17.99.380 Mass and scale.
- 17.99.390 Hierarchy in building design.
- 17.99.400 Prominent facades.
- 17.99.410 Windows and doors.
- 17.99.420 Siding and trim.
- 17.99.430 Roofing materials.
- 17.99.440 Design details.
- 17.99.450 Color.
- 17.99.460 Lighting.
- 17.99.470 Parking garages.
- 17.99.480 Multifamily housing standards.
- 17.99.490 Single-family housing standards.
- 17.99.500 Historic district map.
- 17.99.510 Building massing and height – Historic district.
- 17.99.520 Garage and front entry – Historic district.
- 17.99.530 Window design – Historic district.
- 17.99.540 Siding and trim – Historic district.
- 17.99.550 Awning design – Historic district.
- 17.99.560 Roofing materials – Historic district.
- 17.99.570 Colors – Historic district.
- 17.99.580 Preservation of historic structures.

## GLOSSARY

- 17.99.590 Definitions.

## APPENDIX A

- 17.99.600 Visually Sensitive Areas Maps

## CROSS-REFERENCE TABLE



17-80.6

(Revised 9/07)

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tenant-specific alterations

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17.99.056(B)

standards must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review board process.

**C. MINOR ADJUSTMENTS TO HEARING EXAMINER DECISIONS**

The planning director may review minor adjustments to a final, approved hearing examiner decision prior to building permit issuance as described in GHMC 17.99.056. The minor adjustment process can be used only after the design review board has made a recommendation and the hearing examiner has ruled on the recommendation. The director can approve a minor adjustment if all of the criteria set forth in GHMC 17.99.056(B) are met.

**D. ADMINISTRATIVE REVIEW OF ALTERNATIVE DESIGNS**

The planning director will review alternative design solutions to SPECIFIC REQUIREMENTS, as described in GHMC 17.99.058, for single-family (detached only) and duplex dwelling building permit applications for remodel and construction as well as tenant-improvement applications. The director can approve alternative designs for such application if all of the criteria set forth in GHMC 17.99.058(B) are met.

**E. EXCEPTIONS**

An exception is used in those situations when a project does not meet the SPECIFIC REQUIREMENTS and the applicant does not provide an alternative design solution. A request for an exception is reviewed by the design review board and the board issues a recommendation to the hearing examiner. The DRB can recommend approval of an exception if the board finds that all of the criteria set forth in GHMC 17.99.056(B) are met.

17-80.13

(Revised 9/07)

ALL DEVELOPMENT

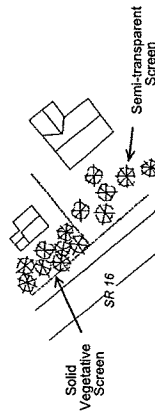
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**17.99.160 Enhancement corridor standards.**  
All development within enhancement corridors must conform to the following design criteria:

- A. Retain significant vegetation.**  
Significant vegetation within 30 feet of the property line abutting the street or utility right-of-way within the enhancement corridor shall be retained.
- B. Provide full screening or partial screening with glimpse-through areas.**  
Parking lots and structures in any area of the defined enhancement corridor must be fully screened from SR 16, except they may be viewed through a semi-transparent screen of on-site trees as follows:

1. Neither full or semi-transparent screening is required on parcels designated as prominent parcels on the city's visually sensitive areas map, except that significant vegetation within 30 feet of the property line abutting the street or utility right-of-way within the enhancement corridor shall be retained.
2. Semi-transparent screens must provide at least 70 percent year-round foliage coverage distributed evenly across the view along SR 16 and Tacoma-Cushman utility corridors and 50 percent coverage along the Canterwood Blvd/Burnham Drive/Harborview Drive corridor. Semi-transparent screens may consist of new vegetation only if healthy existing vegetation is not adequate to fulfill this requirement.



3. A semi-transparent screen shall not be a rigid line of trees along the property's edge. Rows of trees existing along property edges shall be retained. Additional trees are required so that a staggered, natural growth pattern is retained or achieved.

(Revised 3/05)

17-80.26



ALL DEVELOPMENT

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and City of Tacoma Cushman transmission line properties

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and City of Tacoma Cushman transmission line properties

**C. Maintain 30-foot setbacks from the rights-of-way that delineate enhancement corridors.**

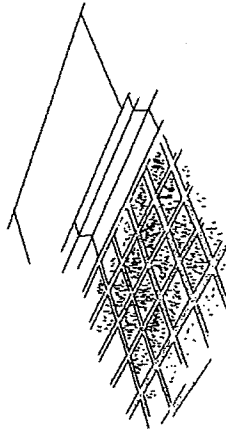
Parcels abutting defined enhancement corridor rights-of-way must maintain a 30-foot setback within which no structures or parking lots shall be allowed. Existing significant vegetation within the setback shall be retained.

**D. Orient service and delivery areas away from enhancement corridors.**

Service and delivery bays, warehouses and mini-storage units may not be visible from enhancement corridors.

**E. Screen or enhance parking lots visible from the SR 16 enhancement corridor.**

Parking lots designed for more than 16 cars shall be either fully or partially screened under the provisions of subsection A of this section, and shall conform to all other applicable landscape requirements for parking lots. On-site parking spaces more than 200 feet from the building to which they apply shall be surfaced with textured and colored paving material if not fully screened.



Grass block pavers (sometimes known as grasscrete) are concrete pavers designed to allow for grass to grow through the openings. They are useful for limited-use parking areas where an asphalt or concrete appearance is not appropriate.

**F. Screen or enhance building design.**

Buildings visible from or partially visible from enhancement corridors shall meet all design criteria for prominent facades. Semi-transparent screens are not sufficient to negate this requirement.

17-80.27

(Revised 3/05)

ALL DEVELOPMENT

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Zone transition standards do not apply between parcels in a different zone separated by State Route 16.

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, MUD\*, PCD-BP

**17.99.170 Zone transition standards.**

Zone transitions occur wherever opposing zones meet. All parcels in a specific zone that abut, or are across the street from, parcels in a different zone (regardless of uses in that zone or as otherwise stated below) are subject to either ZONE TRANSITION BUFFERING STANDARDS or ZONE TRANSITION DEVELOPMENT STANDARDS. Zone transition standards do not apply to development that is permitted under the development standards of the opposing zone or between zones that collectively fall under any one of the following zoning district categories.

The DRB shall not consider or recommend approval of any deviation or proposed modification of any standard in GHMC 17.99.180 or 17.99.190, except as provided in GHMC 17.99.200.

Zoning designations serve to contain similar and compatible uses within specified areas of the city. Incompatible development may occur where two or more zoning designations meet.

**ZONE TRANSITION CATEGORIES**

LOW DENSITY RESIDENTIAL

LOW TO MEDIUM DENSITY RESIDENTIAL

MODERATE DENSITY RESIDENTIAL AND MIXED USES

NONRESIDENTIAL\*

**ZONING DISTRICTS**

R-1, R-2, PCD-RLD, WM, WR

R-2, R-3

R-3, PCD-RMD, RB-1, RB-2, PCD-NB

B-1, B-2, C-1, PCD-C, ED, DB, WC, RB-1\*, RB-2\*, PCD-NB1\*

\* PARCELS WITH AN RB-1, RB-2 OR PCD-NB ZONING DESIGNATION ARE NOT INCLUDED IN THE NONRESIDENTIAL CATEGORY IF THERE ARE ANY RESIDENTIAL STRUCTURES ON THE SITE.

(Revised 3/05)

17-80.28

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17-80.37

(Revised 9/07)

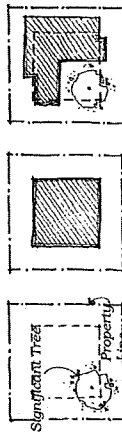
ALL DEVELOPMENT

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and duplex

**3. ENCROACHMENT INTO SETBACKS**

Structures and parking areas may encroach into required setbacks if it can be shown that such encroachment allows significant trees or tree clusters to be retained. Encroachment shall be the minimum encroachment necessary to protect specified trees; in no case shall the yard be reduced to less than five feet. (Not applicable to single-family development or to development subject to zone transition standards.)



Site Conditions Natural Site Development Alternate Site Development to Save Tree

**E. Replace lost trees which were intended to be retained.** Any tree proposed or required to be retained and which is subsequently lost or destroyed must be replaced with at least three six-foot trees or one 18-foot tree or one 12-foot plus one six-foot tree of the same species.

**F. Retain the natural symmetry of trees.** Trimming of trees shall be done in a manner that preserves the tree's natural symmetry. Topping is prohibited unless recommended by an ISA certified arborist for health or safety reasons. Limbing-up may be appropriate if sufficient crown is retained to preserve the tree's fullness and health.

**G. Maintain health and fullness of natural vegetation and buffer areas.**

Areas of natural vegetation shall be retained over time. To ensure this, volunteer saplings of coniferous trees should be allowed to grow to replace older, less healthy trees. However, it may be prudent to thin out some saplings to avoid overcrowding if existing trees are healthy and full. A healthy and typical spacing of larger trees in a natural or forested setting is about 12 to 15 feet on center.

(Revised 9/07)

17-80.40

ALL RESIDENTIAL

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**17.99.290 Residential setbacks.**  
 The following standards apply to all single-family residential development outside the historic district and all multifamily development city-wide. In order to deviate from minimum setback standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

**A. Conform to single-family setback requirements.**  
 Single-family development shall comply with the setbacks defined for each zone in GHMC Title 17. Single-family setbacks are intended to give greater emphasis to front entrances and porches while keeping the garage a subordinate element in the house design. Garages may be located in the defined side and rear yards, provided they conform to the criteria in GHMC 17.99.490(A)(1).

**B. Conform to multifamily setback requirements.**  
 Multifamily development shall comply with the setbacks defined for each zone in GHMC Title 17. (Ord. 1085 § 1, 2007).

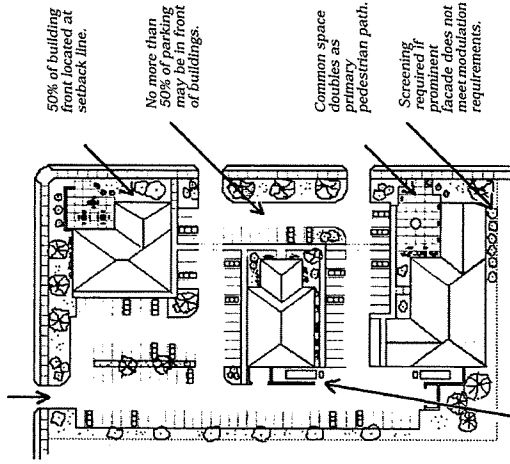
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17-80.50

NONRESIDENTIAL

**B. Locate structures near front setback line (fBE).**  
At least 50 percent of the primary structure's front facade shall be placed on the front setback line (except in the historic district or unless retention of significant vegetation warrants an increased setback). Additional structures on the site shall be likewise placed on the front setback line unless they are located behind other structures on the site. The remaining portion of the building may be stepped back to accommodate common areas or parking. However, no more than 50 percent of required parking may be located forward of the front facade of a building (see parking standards in GHMC 17.99.330(H)).

Notice secondary pedestrian paths connecting each building and primary pedestrian paths that link buildings with the street.

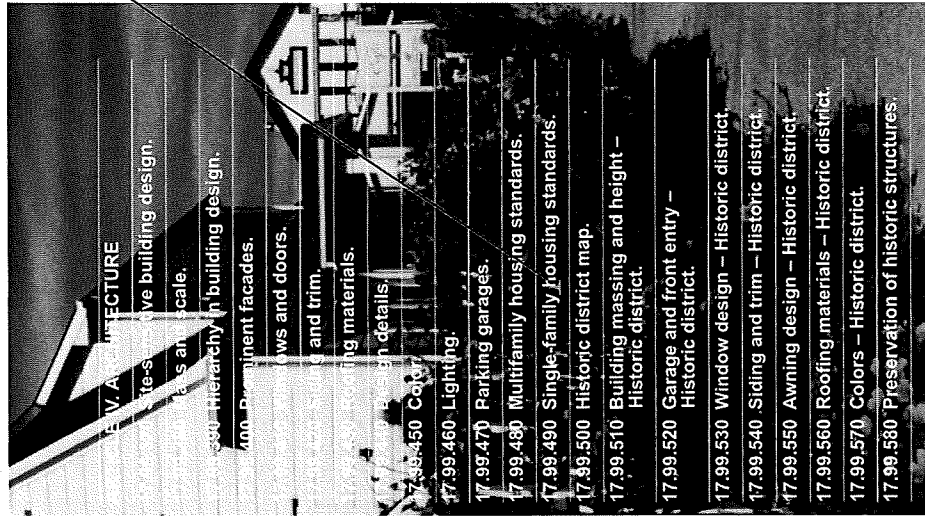


Trash receptacles and delivery areas kept away from public's view.

To enhance the visual quality and the pedestrian environment of nonresidential streets and activity centers, an increased emphasis should be placed on landscaping, pedestrian walkways and architecture.

Parking lots and service areas should be visually diminished by keeping them to the side or rear of the buildings.

A sense of place cannot be achieved with a single building. It is the cumulative effect of each building and its relationship to surrounding buildings that creates rhythm, pattern and defines scale in the city's streetscapes.



17-80.65

(Revised 3/05)

NONRESIDENTIAL AND MULTIFAMILY

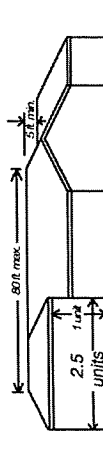
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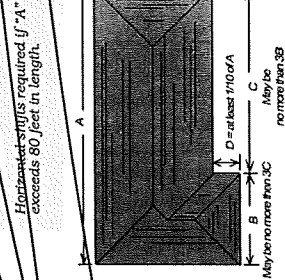
**B. Provide substantial shifts in walls and roof surfaces (IBE).**  
Wall and roof surfaces shall be broken down into smaller planes using substantial shifts in building footprints which result in substantial shifts in roof lines, as follows:

**1. Horizontal shift**  
No portion of a prominent facade may exceed 80 feet in length without a shift in the building footprint. Horizontal shifts in the facade length shall be broken down into smaller shifts of at least six feet each. Horizontal shifts, when required, shall be reflected by a shift alteration in the roof design. To assure that footprint shifts are distributed across the building facade, shifted wall planes shall have a width proportion of between one-to-one and three-to-one the width of adjacent wall planes on the same facade.

**2. Vertical shift**  
No single run of ridge, cornice or fascia (excluding eave overhang) shall exceed 80 feet without a five-foot transition in height. Cupolas and similar minor projections above roof lines do not meet the vertical shift requirement.



**C. Avoid a false-front look on building exterior.**  
Exterior walls and roof forms shall be a true reflection of interior space. False projections of wall or roof forms are not allowed, except that parapets and gables may rise above the true roof line if they include side returns or roof planes that (1) extend back at least one and one-half times the width of the parapet or gable, or (2) extend back to a point that is not visible from any public vantage point.



17-80.69

(Revised 9/07)



NONRESIDENTIAL AND MULTIFAMILY

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**17.99.420 Siding and trim.**  
The following standards apply to all nonresidential and multifamily residential development:

**A. Use siding materials that convey the same visual qualities as wood, brick, stone, stacked masonry or (in limited application) other unspecified materials (ISE).**

Siding materials are limited to horizontal lap siding (of any lap design) made of wood or cement-like materials; shingles made of cedar or cement-like materials; board and batten (or panels with similarly spaced battens); brick, stone (real or cultured), nonscored, split-faced block (CMU), Stucco, tile, terra-cotta, concrete, spandrel glass, sheet siding (e.g., T-11), corrugated metal panels and smooth-faced or scored concrete block may be used as accent materials on nonresidential prejects, not to exceed 20 percent of any given facade. Standing seam metal siding with separately attached battens (with proportions similar to board and batten siding) may be used in gables only, or on up to 20 percent of any given facade.

**B. Consider masonry facade option.**

Brick, split-faced block (nonscored) or ground-faced block, if used in a manner that provides added relief, shadow lines, and dimensional interest to a facade, may serve as an alternate method of compliance to other specified design requirements, as follows:

**1. ALTERNATIVE TO SOLIDVOID RATIO REQUIREMENTS**

(NOTE: This option may not be used on facades facing and within 50 feet of the street or street right-of-way providing primary access to a site.) All prominent facades shall be 80 percent sided with the masonry materials stated above, which shall also include:

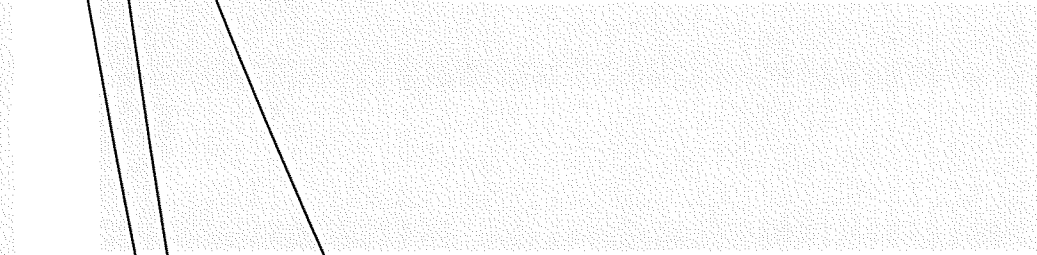
- a. Masonry pilasters regularly spaced every 10 to 25 feet apart (depending on the scale of the building); and
- b. Recessed "panels" in the masonry work that provide a "frame and panel" design in the masonry work between all pilasters and that comprise approximately 70 percent of the width and height of the space between pilasters.

Traditional brickwork materials such as brick, stone or wood, perfect human handcraft, and provide texture to building exteriors. Materials for new construction and remodeling should convey similar visual qualities.

17-80.79

(Revised 3/05)

NONRESIDENTIAL AND MULTIFAMILY



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, Recessed "panels" shall be recessed a minimum of four inches;

**2. ALTERNATIVE TO WALL AND ROOF SUBSTANTIAL SHIFT REQUIREMENTS**

All prominent facades shall be 80 percent sided with the previously stated masonry materials, which shall also include:

- a. Masonry pilasters regularly spaced every 15 to 20 feet apart (depending on the scale of the building);
- b. Windows comprising of 25 to 30 percent of the wall plane or recessed "panels" in the masonry work that provide a "frame and panel" design in the masonry work between all pilasters, with the recessed panel comprising approximately 70 percent of the width and height of the space between pilasters;
- c. Projecting lintels and windowsills made of brick, cut stone or similar masonry material and placed above and below each main-floor window;
- d. A projecting rainscot at the base of the building made of brick, cut stone or similar masonry material per the previously stated masonry materials;
- e. A projecting string course of brick above the windows or recessed panels; and
- f. A corbelled projection in the masonry work at or near the top of the building spanning the full width of the facade, completed by a cornice made of masonry or some other material that meets standard cornice requirements.

\*\*NOTE: The option to use recessed panels in lieu of windows may not be used on facades facing and within 50 feet of the street or street right-of-way providing primary access to a site.)

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SINGLE-FAMILY

**17.99.490 Single-family housing standards.**  
 The following standards apply to all single-family residential development outside the historic district. In order to deviate from minimum setback standards or maximum height standards, approval must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review process.

**A. De-emphasize garages.**  
 De-emphasize garages by giving visual emphasis to design elements which reflect human activity and enclosure. Choose one of the following options:

1. **LOCATE GARAGE BEHIND HOUSE**  
 A garage may be located in the defined side and rear yards provided it conforms to the following criteria:
  - a. The garage is placed at least six feet behind the house (a six-foot-wide breezeway (measured side-to-side) may connect the garage to the house);
  - b. The garage is at least three feet from the side and rear property lines or three feet from an alley access easement;
  - c. The size of the garage does not exceed 24 by 24 feet;
  - d. The garage is no higher than 12 feet above the highest point of natural grade along the vehicular entrance side of the garage.

2. **RECESS VEHICULAR ENTRANCES**  
 At least 70 percent of the front walls of the house that enclose the living area shall project at least six feet forward of the garage doors.
3. **EMPHASIZE WINDOWS AND PORCHES**  
 Provide windows above garage doors in gables, dormers, or other wall planes that are within two feet of the garage door wall planes, along with front porches which emphasize front entries. At least one window is required for every two garage bays. Each window shall have at least 10 square feet of glazing area.

*The standards of subsection A of this section represent alternative ways to de-emphasize garages located in the front of houses and include incentive to locate garages behind houses.*

(Revised 3/05)

17-80.89

SINGLE-FAMILY

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**4. INCREASE WINDOW AREA**

Garage doors may be flush with the front walls of the house if the front walls include window glazing area that is at least 50 percent of the total garage door area. Garages may project forward of the front walls of the house if the front walls include window glazing area that is at least 70 percent of the total garage door area. (Garage door windows may not be included in the glazing area calculations.)

**5. PLACE GARAGE ENTRY ON SIDE OF HOUSE.**

In this context, garage doors may not face the street unless it is a side street on a corner lot. If the garage projects forward of the house, the garage doors must be located on the side of the garage most distant from the entry to the house.

**6. GARAGE DOOR PLACEMENT**

Place garage doors in locations that are not visible from the street providing access to the site.

**B. Emphasize front entry.**

Front porches can be used to emphasize the front entry. When there is no front porch or when a front porch is not an obvious or prominent feature of the house design, the front door must be oriented so that it directly faces the street.

**C. Determine allowable building height from any point within setback area.**

Allowable building height may be measured from any point within defined setbacks; provided, that the point of measurement is within 50 feet of the building footprint (refer to zoning code for allowed height in specific zones).

**D. Avoid visually looming wall planes.**

No wall plane, excluding gable areas, may exceed a height of 22 feet above any point of finished grade. Additional wall plane area may be allowed (subject to maximum building height limits) only if it is stepped back at least eight feet from the lower wall plane, or if it is in a dormer that is stepped back from the lower wall plane. Step-backs from decks, balconies or other spaces not fully enclosed do not meet this step-back requirement. This requirement applies only to prominent facades.

SINGLE-FAMILY

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**E. If applicable, conform to all parking standards.**

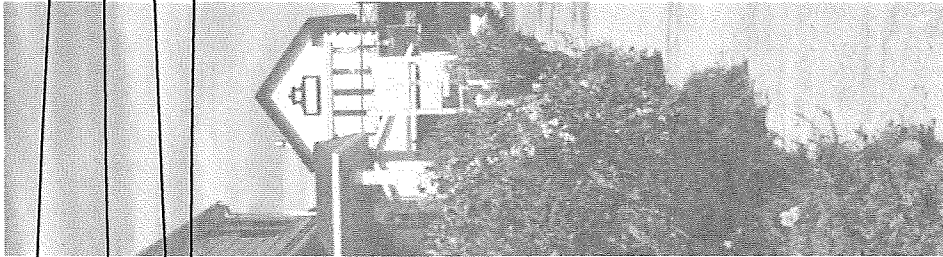
Single-family houses on parcels having frontage on a designated parking shall conform to all parking standards in GHMC 17.99.110 through 17.99.140.

**F. Conform to all building and outdoor lighting standards.**

Single-family homes shall comply with all outdoor lighting standards in GHMC 17.99.350.

**G. Conform to all fencing standards.**

Single-family development shall conform to all fencing standards defined in GHMC 17.99.340.



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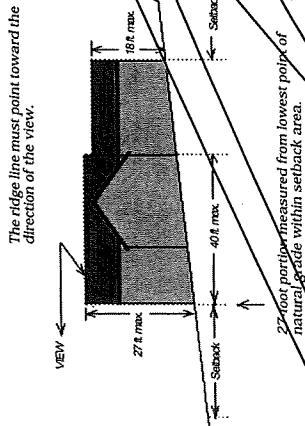
17-80.91

(Revised 3/05)

RESIDENTIAL

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f. All other setback and height requirements are complied with.



**3. INTERSECTING GABLES OR DORMER REQUIREMENT.**

To avoid expansive roof planes, fascia boards may not exceed 35 feet in length without an intersecting gable, dormer or similar architectural element incorporated into the roof plane above the fascia board on pitched roofs. This requirement does not apply to BASIC STRUCTURES defined under subsection (A)(2) of this section.



The intersecting dormers and porch gable provide visual interest to this otherwise unbroken roof plane.

17-80.95

(Revised 2/10)

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a. b. The total width of all dormers, gables and similar architectural elements shall not exceed 50% of the width of the roof plane on which those elements are located.

ALL DEVELOPMENT

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or ground-faced

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**17-99-540 Siding and trim – Historic district.**  
The following standards apply to all development within the historic district:

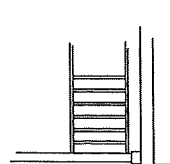
**A. Use siding materials that convey the same visual qualities as wood, brick, stone, stacked masonry or (in limited application) other unspecified materials.**

Siding materials are limited to horizontal lap siding (of any-lap design) made of wood or cement-like materials; shingles made of cedar or of cement-like materials; board and batten (or panels with similarly spaced battens); brick; stone (rear or cultured); nonscored, split-faced brick (CMU); stucco on single-family homes. Stucco, tile, terra-cotta, concrete, spandrel glass, sheet siding (e.g., T-11), corrugated metal panels and smooth-faced or scored concrete block may be used as accent materials on nonresidential projects, not to exceed 20 percent of any given facade. Standing seam metal siding with separately attached battens (with proportions similar to board and batten siding) may be used in gables only, or on up to 20 percent of any given facade.

**B. Incorporate vertical balusters into traditional balustrade design.**

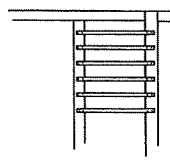
Balustrades shall include both an upper and lower rail with turnings or two-inch balusters, vertically installed. The balusters shall be connected to a top and bottom rail in a traditional manner, i.e., the balusters shall join at their top and bottom as opposed to contemporary-style face connections. Face connections may occur on the back side of the rail if, from the front side, a traditional appearance is maintained. In waterfront zones, horizontal cable may be used in lieu of vertical balusters if a more nautical look is desired; provided, that the balustrade include top and bottom rails supported by vertical post and caps. Rails, posts and caps shall have the appearance and dimensions of standard lumber products.

ACCEPTABLE



Traditional balustrade with top and bottom rail.

UNACCEPTABLE



Contemporary balustrade face nailed with no bottom rail.

Siding materials such as brick, stone or wood and provide texture to building exteriors. Materials for new construction and remodeling must convey similar visual qualities.

(Revised 3/05)

17-80-104



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

**Subject:** Harborview Drive/Stinson Avenue Water Main Project – Construction Contract and Materials Testing Contract Award

**Proposed Council Action:** A. Award and authorize the Mayor to execute a Public Works Contract with Pape & Sons., in an amount not exceed \$1,223,129.07 and authorize the City Engineer to approve additional expenditures up to \$100,000 to cover any cost increases that may result from contract change orders.

B. Authorize the Mayor to execute a consultant services contract with Construction Testing Laboratories, Inc., for materials testing services in an amount not to exceed \$32,975 and authorize the City Engineer to approve additional expenditures up to \$3,000 to cover any cost increases that may result from necessary changes in the scope of work.

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

**Prepared by:** Jeff Langhelm

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

**Exhibits:** Public Works Contract and Materials Testing Contract Scope, and Fee

**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 July 19/2010*

*PK*

*APPROVED VIA EMAIL*

*[Signature] 7/16/10*

*[Signature] 7/16/10*

<b>Expenditure Required</b>	\$ 1,359,104.07	<b>Amount Budgeted</b>	\$ 2,175,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

Each year the City of Gig Harbor budgets for the replacement of existing asbestos cement water mains located throughout the City of Gig Harbor's water system. Over the course of the past few years multiple water main breaks have occurred within the City's water system along Harborview Drive and Stinson Avenue, with the most recent break occurring on February 10th of this year. These breaks have resulted in the disruption of water service in addition to requiring costly repairs to the water main and, at times, resulting in damage to adjacent properties. These breaks are primarily due to the aged and deteriorated asbestos cement water pipes located in these roadways.

In December 2009 the City Council approved the 2010 budget that provides for the replacement of these sections of water main. Subsequently the City Council approved a consultant services contract with Murray, Smith, and Associates on February 22 for permitting assistance and final design of this project.

This water main replacement project is identified in the City's Comprehensive plan as a necessary capital improvement project because it eliminates the existing aged and deteriorated water main, provides a new conduit for the conveyance of potable water, and increases the size of the water main from the existing 6 inch or 8 inch to 12 inch. This increase in size supports higher fire flow rates throughout the Harborview Drive corridor.



The contract work shall include connection of existing water services to the new main, trench restoration, pressure testing, abandonment of existing asbestos concrete piping, roadway repair, and other work, all in accordance with the Contract Plans.

Additional work associated with this project is being provided by Public Works Staff. This work includes the in house project design management, construction management, and construction inspection.

Finally, the City requested a scope and fee from Construction Testing Laboratories, Inc., for materials testing services for this project.

**BID RESULTS**

The Harborview Drive/Stinson Avenue Water Main Project was bid using the City's public works contracting process. The Engineer's Opinion of Probable Cost was approximately \$1,790,000. A total of six bids were received by the City of Gig Harbor on July 14, 2010. Bid results of the lowest three bids are summarized below:

<b>BIDDER</b>	<b>BID AMOUNT</b>
1. Pape & Sons	\$ 1,223,129.07
2. Jennings NW	\$ 1,396,205.01
3. Johansen Excavating	\$ 1,399,307.43

**FISCAL CONSIDERATION**

The 2010 City of Gig Harbor Budget includes funding for this work in the Water Division Capital budget. The budget summary for this item is provided in the table below:

2010 Budget for Water Division Capital, Objective No. 4 (Harborview Dr.)	\$ 1,900,000
2010 Budget for Water Division Capital, Objective No. 5 (Stinson Ave.)	\$ 275,000
Anticipated 2010 Expenses:	
Consulting Service Contract for Design/Bid/Construction (MSA)	(\$ 165,917.00)
Public Works Construction Contract	(\$1,223,129.07)
Change Order Authority for Public Works Contract	(\$ 100,000.00)
Materials Testing Contract	(\$ 32,975.00)
Change Order Authority for Materials Testing Contract	(\$ 3,000.00)
City Project Design Mgmt, Construction Management, and Inspection	(\$ 60,000.00)
<b>Remaining 2010 Budget =</b>	<b>\$ 589,978.93</b>

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Staff recommends approval of proposed council action A and B above.

**CITY OF GIG HARBOR CONSTRUCTION CONTRACT**  
**HARBORVIEW DRIVE AND STINSON AVENUE WATER MAIN**  
**REPLACEMENT, CWP-1003**

THIS AGREEMENT, made and entered into in duplicate, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Gig Harbor, a Charter Code City in the State of Washington, hereinafter called the "City", and Pape and Sons, Inc., hereinafter called the "Contractor".

**WITNESSETH:**

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment necessary to complete the installation of 5,200 lineal feet of new 12-inch diameter ductile iron water main, water testing, the material and labor for trench work and surface restoration for sidewalk, landscape, and road surface, lane striping, temporary traffic and erosion control measures, all in accordance with the Contract Plans, the Special Provisions, and the Standard Specifications, and shall perform any changes in the work, all in full compliance with the Contract Documents entitled "Harborview Drive and Stinson Avenue Water Main Replacement, CWP-1003," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of One Million Two Hundred Twenty-three Thousand One Hundred Twenty-nine Dollars and Seven Cents (\$1,223,129.07) which includes Washington State Sales Tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given within twenty-one (21) days after the Contract has been executed BY BOTH PARTIES. The Contractor shall commence construction activities on the project site within ten (10) working days of the Notice to Proceed date, unless otherwise DIRECTED BY THE OWNER in writing. Contract time shall begin on the first working day following the Notice to Proceed Date. Work shall be completed within sixty-five (65) working days.
2. The Contractor agrees to pay the City for liquidated damages incurred according to the Standard Specification 1-08.9 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2010 Standard Specifications for Road, Bridge, and Municipal

Construction," including the American Public Works Association (APWA) General Special Provisions.

5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first herein above written:

CITY of GIG HARBOR:

CONTRACTOR:

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

\_\_\_\_\_  
Print Name:      date

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

ATTEST:

\_\_\_\_\_  
City Clerk      date

APPROVED FOR FORM:

\_\_\_\_\_  
City Attorney      date

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CONSTRUCTION TESTING LABORATORIES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Construction Testing Laboratories, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction of the Harborview Drive & Stinson Avenue Water Main Replacement Project 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 Estimated Hours and Fees**, 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 Thirty-two Thousand Nine Hundred Seventy-five Dollars and Zero Cents (\$32,975.00) 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 and Fees**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 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 December 31, 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:  
Construction Testing Laboratories, Inc.  
ATTN: Dennis M. Smith, Manager  
1202 East D Street, Suite 101  
Tacoma, WA 98421  
(253) 383-8778 FAX (253) 383-2231

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


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 July, 2010.

CONSULTANT

CITY OF GIG HARBOR

By:   
Its: PRESIDENT

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CONSTRUCTION TESTING LABORATORIES, INC.**



1202 EAST "D" STREET, SUITE 101, TACOMA, WA 98421  
TEL # (253) 383-8778 / FAX # (253) 383-2231  
website: www.ctlva.com

July 6, 2010

**City of Gig Harbor**  
3510 Grandview Street  
Gig Harbor, WA 98335  
ATTN: Jeff Olsen

REF: **Harborview Stinson Water Main Project CWP-1003**  
Inspection & Testing Services

Dear Mr. Olsen,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

**CERTIFICATIONS:**

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA <http://www.a2la.org/scopepdf/1710-01.pdf>, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

**CONCRETE / REINFORCING STEEL / MASONRY:**

- Inspection, sampling & cylinder pick-up..... \$ 49.00/hr
- Wet Set Reinforcing Steel Inspection..... \$ 50.00/hr

**COMPRESSIVE STRENGTH TESTS:**

- Concrete, Mortar & Grout..... \$ 18.00/ea
- Masonry Composite Prism..... \$ 75.00/ea
- Flexural Strength Concrete Beam (C-293)..... \$ 65.00/ea

**SOILS:**

- Soil Technician (Inspector)..... \$ 52.00/hr
- In-Place Density Tests..... NO CHARGE
- Maximum Density-Optimum Moisture Determination Analysis..... \$ 175.00/ea
- Sieve Analysis (Coarse & Fine Washed / C-117, C-136)..... \$ 150.00/ea
- Sand Equivalent (D-2410)..... \$ 85.00/ea

**ASPHALTIC CONCRETE:**

- Asphalt Technician (Inspector)..... \$ 52.00/hr
- In-Place Density Tests (Nuclear)..... NO CHARGE
- Extraction-Gradation Tests (C-117)..... \$ 180.00/ea
- Maximum Theoretical Density (Rice)..... \$ 110.00/ea

CLIENT: CITY OF GIG HARBOR  
PROJECT: Harborview Stinson Water Main Project CWP1003  
PROPOSAL: 05 / 2008 FEE SCHEDULE  
DATE PROCESSED: 07-06-1



**CONSTRUCTION TESTING LABORATORIES, INC.**



1202 EAST "D" STREET, SUITE 101, TACOMA, WA 98421  
TEL # (253) 383-8778 / FAX # (253) 383-2231  
website: www.ctlwa.com

July 6, 2010

REF: Harborview Stinson Water Main Project CWP-1003  
Inspection & Testing Services

**MILEAGE:**

• Mileage..... **NO CHARGE**

**BASIS OF CHARGES:**

Three-hour minimum for special inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Four hour minimum for weekends and holidays. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. Double time for Sundays and Holidays. All work performed outside normal working hours (07:00 hr. to 18:00 hr.), Monday thru Friday will be charged 1.5 times the normal rate. Hourly rates and mileage are portal to portal. Terms are thirty (30) days from date of invoice. A minimum of (24) twenty-four hours notice is required to schedule technician(s).

**REPORTS:**

All overhead, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

ESTIMATED TOTAL COST:	
TYPE OF INSPECTION & TESTING	ESTIMATED COST
Approximately 25 hours concrete testing	\$ 1,225.00
Approximately 480 hours trench backfill density testing	\$ 24,960.00
Approximately 60 hours asphalt density testing	\$ 3,120.00
Approximately 4 proctor's	\$ 1,050.00
Approximately 4 sieve analysis	\$ 600.00
Approximately 6 rice values	\$ 660.00
Approximately 20 concrete test cylinders	\$ 360.00
Contingency Fund	\$ 1,000.00
<b>ESTIMATED TOTAL COST:</b>	<b>\$ 32,975.00</b>

**ESTIMATED TOTAL COST:**

Our estimated total cost is \$32,975.00.

Our highly trained staff would be delighted to assist you in the successful completion of this project.

If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,  
Construction Testing Laboratories, Inc. (CTL)

*Dennis M. Smith*

Manager

e-mail: denniss@ctlwa.com

cell # 253-732-7575

DMS / cca

cc: FILE

CLIENT: CITY OF GIG HARBOR  
PROJECT: Harborview Stinson Water Main Project CWP1003  
PROPOSAL: 05 / 2008 FEE SCHEDULE  
DATE PROCESSED: 07-08-1



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

**Subject:** Resolution - Technical Amendment to Wastewater Comprehensive Plan to adjust depth of sanitary sewer along portion of Peacock Hill Avenue

**Proposed Council Action:** Adopt Resolution No. \_\_\_\_ approving a technical Amendment to the Wastewater Comprehensive Plan

**Dept. Origin:** Engineering

**Prepared by:** Stephen Misiurak, P.E. *[Signature]*  
City Engineer

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

**Exhibits:** Resolution, Exhibit A.

Initial & Date

**Concurred by Mayor:** CLH July 19  
**Approved by City Administrator:** RSK  
**Approved as to form by City Atty:** Approved by Email 7/19/10  
**Approved by Finance Director:** N/A  
**Approved by Department Head:** [Signature] 7/20/10

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

The City adopted the Wastewater Comprehensive Plan on December 14, 2009. The plan authorizes the council to approve by resolution technical amendments to the plan, including those which do not adversely affect wastewater system capacity.

Grindstone Development has requested a revision in the vertical alignment of the proposed 12-inch sanitary sewer along Peacock Hill Avenue from a depth of approximately 20 feet to approximately 10 feet, as shown on Exhibit A to the proposed Resolution.

Staff along with the City Engineer have reviewed the requested change and recommend approving the request as presented.

**FISCAL CONSIDERATION**

None.

**STAFF RECOMMENDATION**

The City Engineer has reviewed the proposed Wastewater Comprehensive Plan amendment and recommends the City Council **APPROVE** the proposed amendment as set forth in the attached Resolution and depicted in Exhibit A.

**RECOMMENDATION / MOTION**

Move to approve Resolution No. \_\_\_\_ amending the Wastewater Comprehensive Plan to adjust the depth of a proposed sanitary sewer line along a portion of Peacock Hill Avenue.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,  
MAKING A TECHNICAL AMENDMENT TO THE CITY OF GIG HARBOR  
WASTEWATER COMPREHENSIVE PLAN ADOPTED IN 2009, BY  
REVISING THE DEPTH OF THE PROPOSED 12-INCH SANITARY  
SEWER LINE ALONG A PORTION OF PEACOCK HILL AVENUE**

---

WHEREAS, the City adopted its Wastewater Comprehensive Plan on December 14, 2009; and

WHEREAS, Section 1.4.2 of the Wastewater Comprehensive Plan authorizes the City Council to approve by resolution technical amendments to the plan, including those which do not adversely affect wastewater system capacity; and

WHEREAS, Grindstone Development has requested a revision in the depth of the sanitary sewer along Peacock Hill Avenue between Stations 315+83 and 323+35; and

WHEREAS, the City Engineer has reviewed the request, has determined that the amendment would not adversely affect wastewater system capacity, and recommends approval;

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

Section 1. The City Council hereby approves a technical amendment to the Wastewater Comprehensive Plan revising the depth of a sanitary sewer line along Peacock Hill Avenue as shown on Exhibit "A", attached hereto and incorporated herein.

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

CITY OF GIG HARBOR

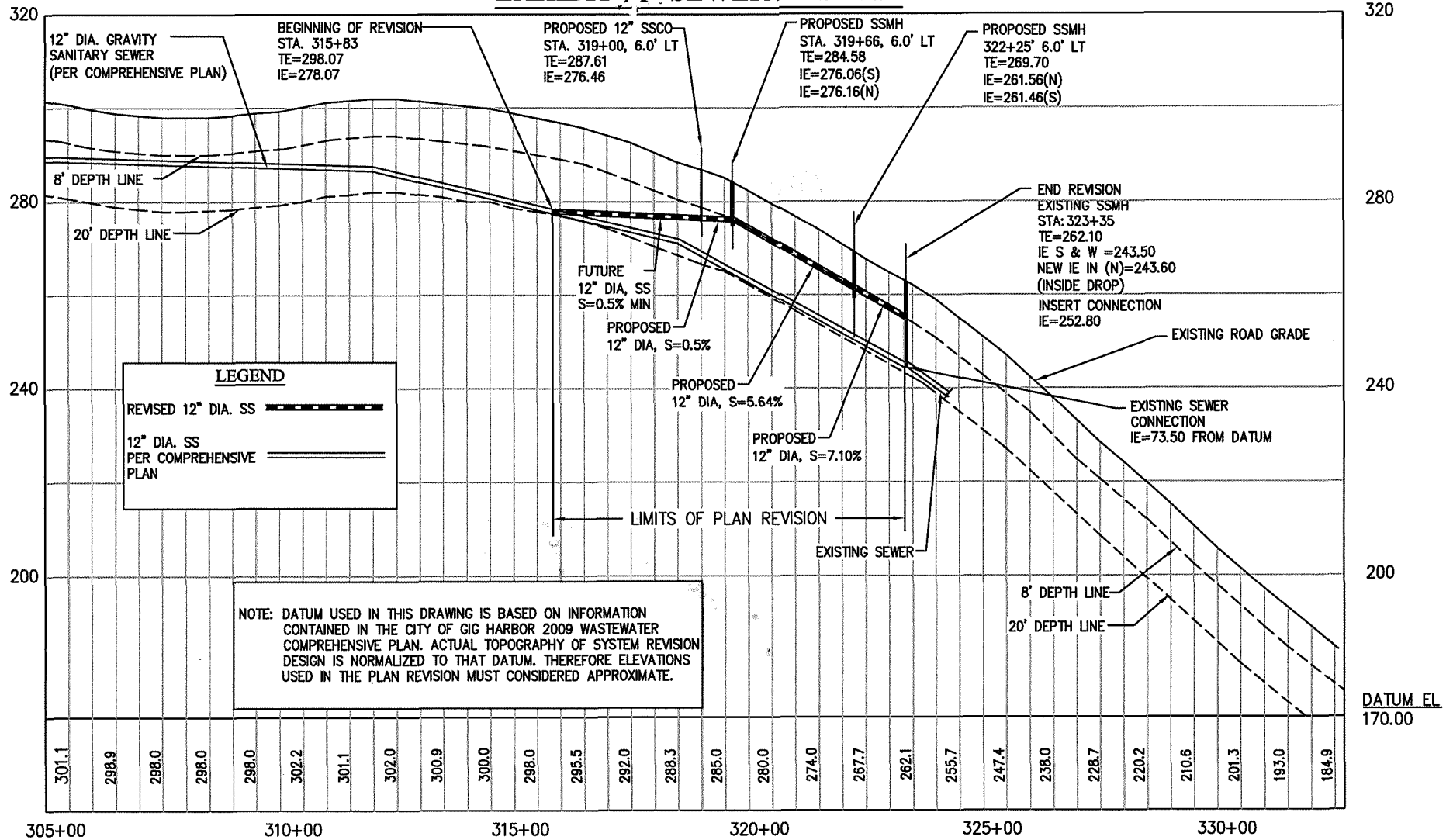
\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

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

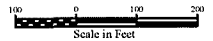
FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.

# EXHIBIT A SEWER BASIN #2



SANITARY SEWER PROFILE PEACOCK HILL AVENUE FROM STA: 315+83 TO 332+50

SCALE: HORIZ. 1"=100'  
VERT. 1"=10'



REVISIONS		
NO.	DATE	DESCRIPTION

BY	DATE
DESIGNED	2/11/10
DRAWN	2/11/10
CHECKED	2/10/10
APPROVED	2/10/10
ACCEPTED	

**N.J. Olson & Associates, Inc.**  
Engineering, Planning and Surveying  
(360) 898-2350 or (360) 876-2284  
2453 Bethel Avenue, P.O. Box 637, Port Orchard, WA 98366

CITY OF GIG HARBOR WASTEWATER BASIN 1, 2, & 15  
PEACOCK HILL AVENUE PROFILE  
PROPOSED REVISION SANITARY SEWER COMPREHENSIVE PLAN FIG 2-3  
Grindstone at Gig Harbor  
Portion of the Southeast Quarter of the Southeast Quarter Section 31, Township 22 North,  
Range 2 East, W.M. City of Gig Harbor, Pierce County, Washington

**FOR:** Grindstone Management, LLC  
ATTN: Kim Kira  
5224 Olympic Dr. N W #101  
Gig Harbor WA, 98335  
PH:(360) 271-2761

SCALE: 1"=100'  
DATE: July 9, 2010  
DRAWING NUMBER  
087153A-  
406155 A  
SHEET 1 OF 1



**Subject:** Proposed "Harbor Glen/Block Land" Annexation (ANX 10-0001)

**Proposed Council Action:**

Consider the Notice of Intent to Commence Annexation Proceedings

**Dept. Origin:** Planning Department

**Prepared by:** Tom Dolan   
Planning Director

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

**A. Exhibits:** Legal Description, Aerial Photo of Area, Annexation Boundary maps (Options 1, 2 and 3), Notice of Intent, Annexation Process Outline

Initial & Date

**Concurred by Mayor:**  7/20/10

**Approved by City Administrator:** 

**Approved as to form by City Atty:** by e-mail

**Approved by Finance Director:** See attached

**Approved by Department Head:** TD 6/17/10

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

The City has received a Notice of Intention to Commence Annexation Proceedings for the Harbor Glen/Block Land LLC properties. The proposed annexation consists of 34.8 acres located west of Reid Drive and generally between 50<sup>th</sup> Street NW and 44<sup>th</sup> Street NW. contiguous to city limits, and within the City's Urban Growth Area (UGA).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description and map was sent to the Clerk of the Boundary Review Board (BRB) for technical review. Pierce County has approved the legal description and map.

By law, the City Council is required to meet with the proponents. Notice of the public meeting was posted on the City website and in dedicated posting locations. Additionally, this request was distributed to the Pierce County Fire District #5 and the Gig Harbor City Administrator, Chief of Police, Director of Operations, City Engineer, Wastewater Supervisor, City Engineering Technician, and the City's directors of Fire and Safety Services, Planning, and Finance.

At the July 26, 2010 meeting, the Council is to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposing of



this area for annexation;

2. Whether the City Council will require the simultaneous adoption of a proposed zoning code; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Whether the City Council will require additional annexation conditions.

If authorized by the City Council, the process can move forward with the circulation of a formal petition which will indicate the boundaries and conditions required for annexation. Before filing with the City, the petition must be signed by property owners of at least sixty percent (60%) of the assessed value of the proposed area in order to be certified by Pierce County and then scheduled for a public hearing in front of the City Council. After a public hearing, followed by the appeal period through the BRB, the City Council can adopt an ordinance to enact this annexation.

### **STAFF ANALYSIS**

The Boundary Review Board is guided by RCW 36.93.180 in reviewing proposed annexations and is directed towards State objectives. These objectives, listed below, are also worthy of consideration by the Council in determining the appropriateness of this annexation, especially in light of the possible appeal of an approved annexation.

### **Objectives of boundary review board. (RCW 36.93.180)**

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;
- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;
- (3) Creation and preservation of logical service areas;
- (4) Prevention of abnormally irregular boundaries;
- (5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;
- (6) Dissolution of inactive special purpose districts;
- (7) Adjustment of impractical boundaries;
- (8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and
- (9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

## **Additional Considerations**

The pre-annexation zoning established for the properties is "R-1". This zoning is inconsistent with the developed portion of Harbor Glen. Harbor Glen is currently a 62 unit apartment complex. To make Harbor Glen a conforming use under the City's zoning code, the northerly half of the overall property should be zoned "R-3" Multiple Family Residential. The southerly half of the site is currently undeveloped and is used as a community septic system drain field. Staff recommends that the southerly half of the Harbor Glen site be zoned "R-1". The Block Land LLC property is currently undeveloped and Staff recommends that the property annexed as "R-1".

If the Council wishes to proceed with the annexation, a revised annexation boundary may be appropriate. Staff has prepared 3 options for the boundaries of the proposed annexation (see attached maps). Option 1 would include just the area requested by the applicants for annexation. Option 2 would expand the annexation boundaries to include all of the properties west of Reid Drive NW from Hollycroft Street NW on the north to the road providing access to Harbor Glen (47<sup>th</sup> Street NW) on the south. Option 3 would expand the annexation boundaries to include all of the properties west of Reid Drive NW from Hollycroft Street NW on the north to the southern UGA boundary. Staff recommends that the Council require either Option 2 or Option 3.

## **BOARD OR COMMITTEE RECOMMENDATION**

None

## **RECOMMENDATION / MOTION**

**Move to:**

**Deny the Notice of Intent to Commence Annexation.**

**OR ALTERNATIVELY**

**Accept the Notice of Intent to Commence Annexation subject to:**

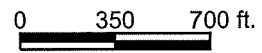
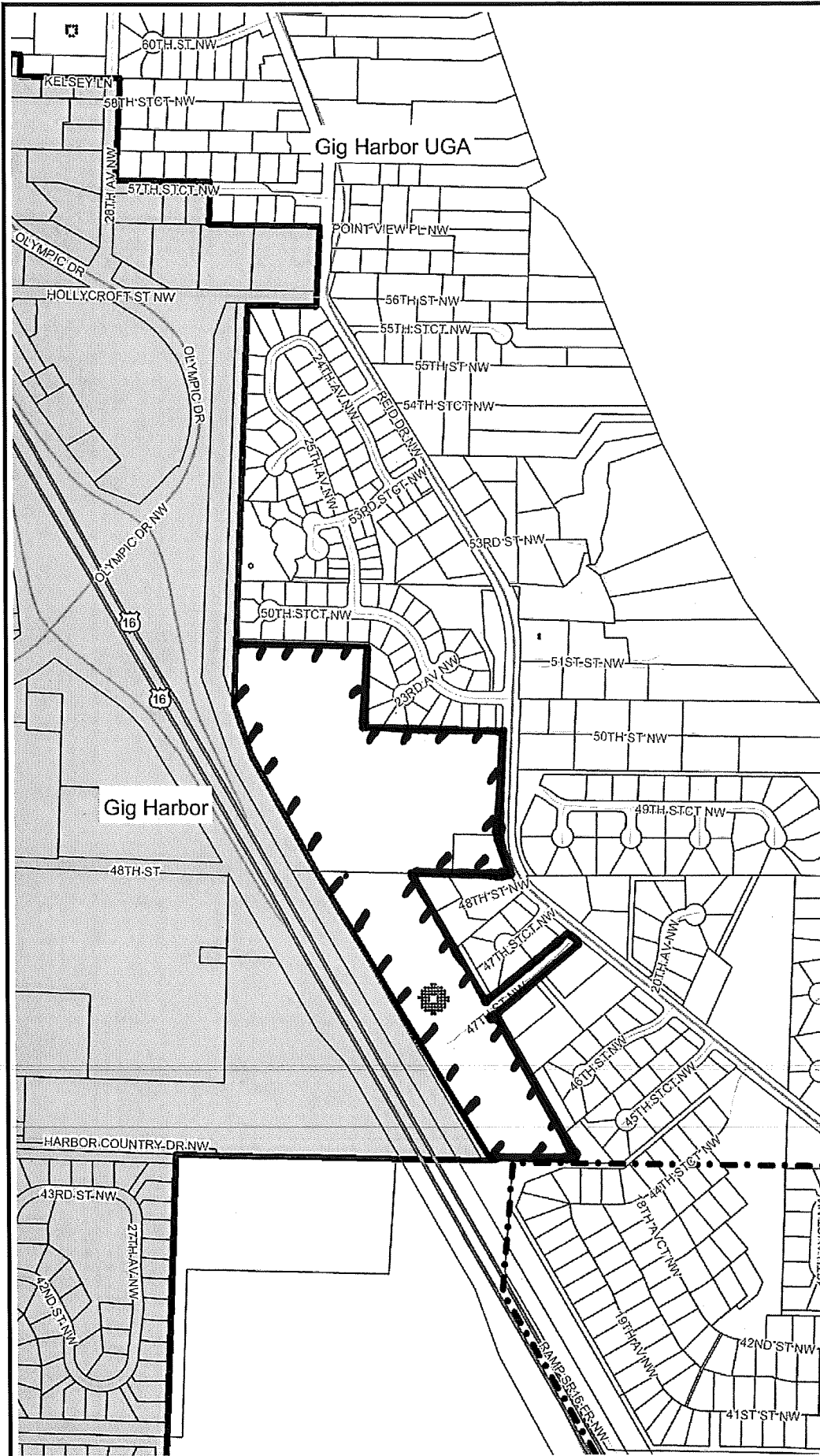
- 1. Modifying the boundary of the proposed annexation to include the area west of Reid Drive NW as identified in the attached map (either Option 2 or Option 3).**
- 2. Requirement of the simultaneous adoption of a proposed zoning code with the Block Land LLC property being zoned R-1 upon annexation and the Harbor Glen property being zoned R-3 and R-1. The Harbor Glen owners are required to submit a map amendment the Comp Plan to reflect the change in zoning.**
- 3. Requirement of the assumption of proportionate indebtedness of the City.**

## **EXHIBITS**

- A. Attached Legal Description**
- B. Annexation Boundary maps (Options 1, 2 and 3)**
- C. Aerial Photo of Area**
- D. Notice of Intent to Commence Annexation**

Map Legend

# OPTION 1



6/11/10 4:08 PM



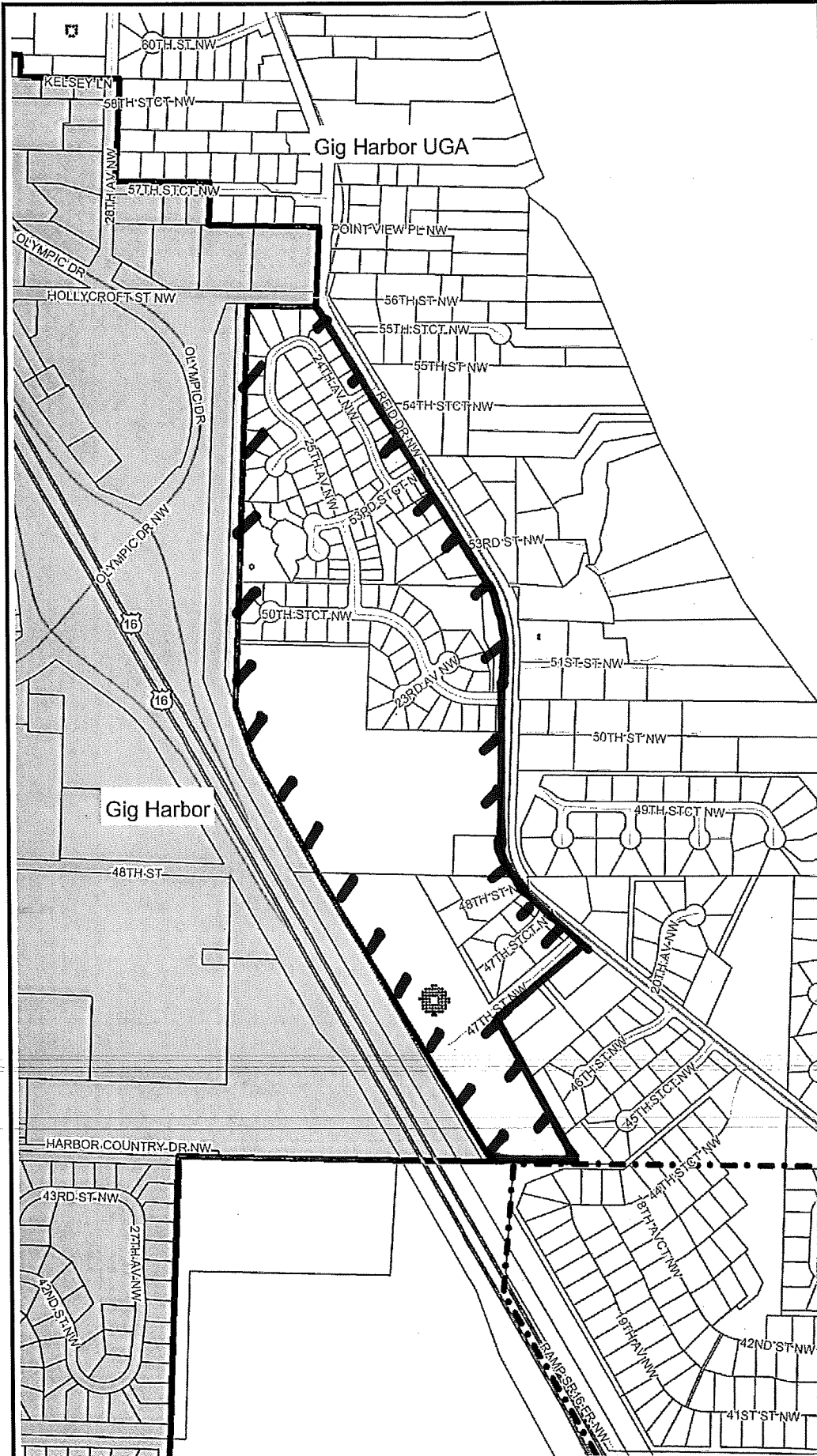
GIG HARBOR

'THE MARITIME CITY'

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.

Map Legend

# OPTION 2



0 350 700 ft.



6/11/10 4:08 PM

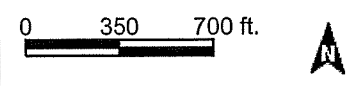
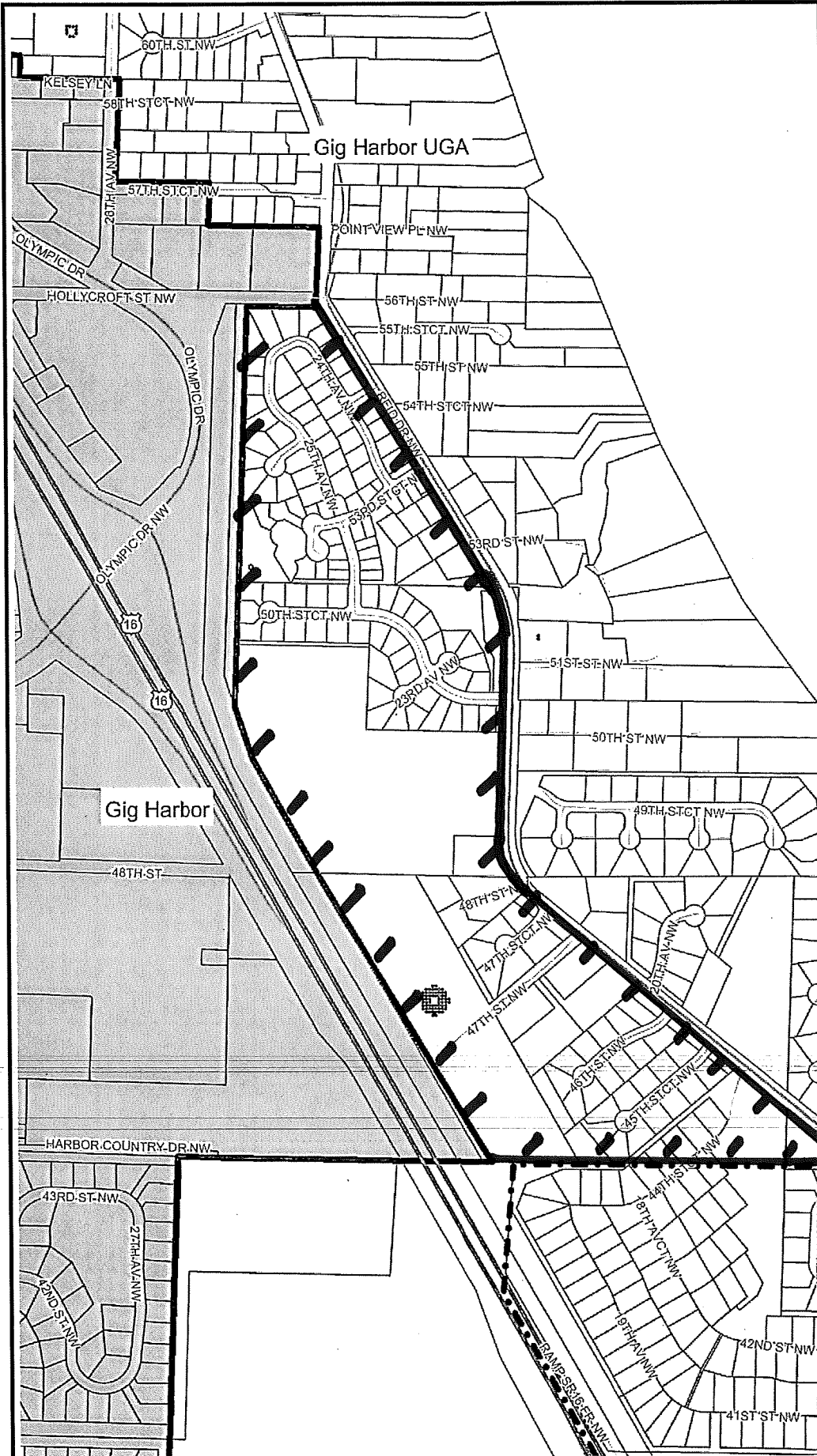


"THE MARITIME CITY"

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Map Legend

# OPTION 3



6/11/10 4:08 PM



"THE MARITIME CITY"

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.

*Land Development Professional Services*

June 2, 2010



The Honorable Mayor and City Council  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

**RE: Notice of Intention to Commence Annexation Proceedings**  
**BASELINE Job No. 09-055**

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, (which, in this case is one hundred percent (100%)), hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

Respectively Submitted,

Kevin Foley, AICP  
**BASELINE** Engineering, Inc.

Cc: Gordon Rush  
Joe Mayer



*Land Development Professional Services*

**Exhibit 'A'**  
**HARBOR GLEN/BLOCK LAND, LLC**  
**ANNEXATION LEGAL DESCRIPTION**

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, AND THE NORTHEAST QUARTER OF THE NORTHEAST OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST OF SECTION 21 ALL IN TOWNSHIP 21 NORTH; RANGE 02 EAST; W.M. PIERCE COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 17;

THENCE NORTH 88°22'24" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 447.93 FEET;

THENCE SOUTH 29°33'00" EAST, A DISTANCE OF 1,549.42 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21;

THENCE WEST ALONG SAID SUBDIVISION LINE TO THE EAST MARGIN LINE OF THE TACOMA LAKE CUSHMAN ELECTRIC TRANSMISSION LINE;

THENCE NORTH WESTERLY ALONG SAID EAST MARGIN LINE TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE NORTH 29°34'21" WEST CONTINUING ALONG THE EAST MARGIN LINE OF SAID TACOMA LAKE CUSHMAN ELECTRIC TRANSMISSION LINE, A DISTANCE OF 589.68 FEET;

THENCE NORTH 19°12'26" WEST CONTINUING ALONG SAID EAST MARGIN LINE, A DISTANCE OF 281.79 FEET;

THENCE NORTH 02°00'59" EAST, A DISTANCE OF 275.51 FEET;

THENCE SOUTH 88°22'24" EAST, A DISTANCE OF 625.30 FEET;

THENCE SOUTH 02°00'59" WEST, A DISTANCE OF 376.76 FEET

THENCE SOUTH 88°22'24" EAST, A DISTANCE OF 35.31 FEET;



THENCE SOUTH 01°58'50" WEST, A DISTANCE OF 1.07 FEET;

THENCE SOUTH 88°30'43" EAST, A DISTANCE OF 614.88 FEET TO THE WESTERLY RIGHT OF WAY LINE OF REID DRIVE NORTHWEST;

THENCE SOUTH 02°10'22" WEST, ALONG SAID WESTERLY RIGH OF WAY LINE, A DISTANCE OF 437.18 FEET TO A POINT OF TANGENCY;

THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 465.22 FEET, AN ARC DISTANCE OF 237.00 FEET MORE OR LESS TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16;

THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.



Harbor Glen/Block Land Annexation Legal  
Prepared by **BASELINE** Engineering Inc.  
**BASELINE** Job No. 09-055  
06/01/10

RCW 35A.14.120 is the State law that describes the process for the petition method of annexation for code cities. This process is outlined below with the procedural steps for the Boundary Review Board (BRB) (RCW 36.93) inserted where appropriate.

1. The owners of not less than ten percent of the assessed value of the land area shall notify the city council in writing of their intention to commence annexation proceedings.
2. The city council shall set a date not later than 60 days after the request is filed to meet with the initiating parties to determine:
  - whether the code city will accept, reject, or geographically modify the proposed annexation;
  - whether it shall require simultaneous adoption of a proposed zoning code; and
  - whether it shall require the assumption of all or any portion of city indebtedness by the area to be annexed.
3. Prior to meeting with the initiating parties, city staff should send its proposed legal description (from point of beginning around the perimeter and back to point of beginning) and 2 copies of Pierce County Assessor-Treasurer 1/4 section maps indicating the boundaries to the Chief Clerk of the BRB for review. County staff will review proposals to help cities avoid, in part: overlapping boundaries, gaps or islands, split parcels, and use of right-of-way centerlines (which are prohibited unless the other half has already been annexed). County staff will provide city staff with comments about any corrections that may be necessary before city council action. If at the meeting with the initiating parties, the city modifies the boundaries from what were found acceptable by County staff, another County review of the legal description and map is necessary, along with possible corrections by the city council.
4. Corrections to legal descriptions must be adopted by resolution of the city council, not just changed by city staff. If the city council decides to proceed with annexation, that approval and any conditions should be noted in a resolution or in its meeting minutes. City council approval is a requirement prior to circulation of the petition.
5. A petition (following the standards of RCW 35A.01.040) is then circulated containing the following items, exactly as authorized by the city council action:
  - whether the city will require simultaneous adoption of a proposed zoning code;
  - whether the city will require the assumption of all or any portion of city indebtedness by the area to be annexed; and
  - the legal description (as found acceptable by County staff and adopted by the city council) and map of the area to be annexed (these should be photocopied on the back side of each page of the petition).

6. Owners of sixty percent of the assessed value of the proposed annexation area must sign the petition. Signatures must be signed within six months of filing the petition with the city. Within three days of receiving the petition, the city shall transmit the original petition to the Pierce County Assessor-Treasurer for determination of sufficiency (RCW 35A.01.040), together with a copy of the resolution or minutes by which the city council authorized the language and legal description of the petition. The Assessor-Treasurer, who determines sufficiency, must do so with reasonable promptness.
7. Once the petition has been certified as sufficient, the city council fixes a date for public hearing, publishes a hearing notice in a newspaper of general circulation, and posts three notices within the proposed annexation area.
8. The city council holds a public hearing. If it decides to approve the annexation, it will adopt a resolution to proceed with a Notice of Intention to the BRB. If after public comment, the city decides to modify the boundaries of the annexation area described in the petition, the modified legal description must be adopted by city council resolution (County review of the modified legal description and map is necessary, along with any corrections by the city council). If the city council modifies the legal description which is contained on the petition, the petition must still meet the 60% requirement and be re-certified by the Assessor-Treasurer. If after modification of the boundary, the petition no longer meets the 60% requirement, a new petition (with modified legal description and map) and signatures must be obtained, and the petition certified by the Assessor-Treasurer.
9. Within 180 days of adoption of the city council resolution conditionally approving annexation, the Notice of Intention consistent with the action approved by the city council is filed with the Boundary Review Board; requirements of the Notice of Intention are attached. If the Chief Clerk of the BRB determines that the Notice of Intention is incomplete in any respect, no filing date will be assigned until corrections are made or additional materials received. An affected agency or citizens, pursuant to RCW 36.93.100(3), have 45 days to request a public hearing before the BRB. If the 45-day period passes without such a request, the annexation is deemed approved by the Board. If there is a request for hearing, the Board must hold a hearing within 120 days of the request. It may approve, approve with modifications, or deny the annexation. The Board's decision is appealable within 30 days to Superior Court.
10. The city council may either adopt or reject a final ordinance approving annexation of the area as approved by the BRB, but may not modify it. The final ordinance contains the effective date of the annexation and legal description of the annexation area.
11. The city must send a certified copy of the final ordinance to the County Council and to the Chief Clerk of the BRB, who will notify various affected agencies of the boundary change. The city must also file with the State Office of Financial Management the certificate required by RCW 35A.14.700 within 30 days of the effective date specified in the ordinance. The city is encouraged to record the annexation ordinance with the Pierce County Auditor.



COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

DATE: June 18, 2010  
TO: Tom Dolan, Planning Director  
VIA: Stephen T. Misiurak, P.E., City Engineer  
FROM: Emily Appleton, P.E., Senior Engineer *EA 6-18-10*  
SUBJECT: Harbor Glen/Block Land LLC Notice of Intent to Annex Review  
34.8 Acres west of Reid Drive NW in the vicinity of 49<sup>th</sup> Street NW

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Based on the June 15, 2010 Request for Comments from the Planning Department, the City of Gig Harbor Engineering Division has the following comments on the proposed Harbor Glen/Block Land LLC Annexation:

**TRANSPORTATION**

**General:** All future development within the annexation area will be required to meet the City's Public Works Standards.

The nearest intersection that is wholly located within the City limits is Hollycroft Street and Olympic Drive. There are no short term or long term transportation projects located within the proposed annexation area. The nearest transportation project is a short term non-capacity improvement in the vicinity of Hollycroft Street and Olympic Drive.

Each new development shall be required to pay the appropriate transportation impact fee. These fees, as reviewed by the City Council, are required to pay for the necessary system-wide transportation capacity improvements required due to new development.

**Transportation Concurrency:** As required by Chapter 19.10 of the City's Municipal Code, any development generating new traffic must apply for, and receive approval to, add new vehicle trips to the City's roadways. This process is known as transportation concurrency and all development within the City limits is subject to transportation concurrency. The City may not be able to grant transportation concurrency to developments that cause the level of service to drop below the City's acceptable level of service for affected roadways based on traffic modeling.

**Existing Roadways:** Part of the eastern boundary of this proposed annexation is the western edge of a portion of the Reid Drive NW right-of-way but does **not** include Reid Drive NW itself. The only roadway included in the proposed annexation is 47<sup>th</sup> Street NW, which functions as the access from Reid Drive to the Harbor Glen Condominiums. 47<sup>th</sup> Street NW is not constructed to meet the City of Gig Harbor Public Works Standards and is gated approximately 200 feet west

Tom Dolan  
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of Reid Drive. Engineering recommends that the City of Gig Harbor require 47<sup>th</sup> Street NW to be a private roadway. If the applicant requests the City to accept 47<sup>th</sup> Street NW as a public street, Engineering recommends the roadways be improved to meet the City's Public Works Standards, prior to the City's acceptance. The cost of such improvements shall be borne by the development.

## **WATER**

**General:** The proposed annexation area is currently shown to be served by the Rainier View Water Company (south area) and the City of Gig Harbor (north area). All water flow requirements shall be subject to the City of Gig Harbor Fire Marshal and the Water System Plan for the Shore Acres Water Company as approved by the Washington State Department of Health.

If any development within the annexation area served by Rainier View Water Company requests water service from the City of Gig Harbor the applicant must apply to amend the City's current Water Comprehensive Plan and the Pierce County Coordinated Water System Plan. The applicant may also be required to mitigate for impacts to the City's existing water system.

Each parcel that connects to the City's water system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, are required to pay for the necessary system wide capital improvements, maintenance and operation of the water system extended to the parcels.

All future development within the annexation area will be required to meet the City's Public Works Standards.

**Water Concurrency:** As required by Chapter 19.10 of the City's Municipal Code, any development requiring water service must apply for, and receive approval to, connect to the water service from the City of Gig Harbor. This process is known as water concurrency and all development within the City limits is subject to water concurrency. The City may not be able to grant water concurrency to new developments if capacity is not available to serve the development. The City cannot grant water concurrency to any new development that is served by the Rainier View Water Company.

**Existing Water Infrastructure:** The nearest existing City water infrastructure, an 8" ductile iron water main, is located in the vicinity of the intersection of Reid Drive NW and 50<sup>th</sup> Street Court NW. Any new development located within the City of Gig Harbor water service area would need to connect to the City's water infrastructure from this location. The cost of such a connection from the existing infrastructure shall be borne by the new development.

## **SANITARY SEWER**

**General:** Based on a review of the City's Wastewater Comprehensive Plan, development of wastewater infrastructure in this area is required for the City's wastewater system to function appropriately. These improvements include construction of gravity sewer main connections, a sewer lift station, and a pressure sewer main. A copy of the map from this area of the proposed

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improvements from the Wastewater Comprehensive Plan is attached. All costs for construction of the necessary extensions of the existing sewer main, including those noted in the Wastewater Comprehensive Plan for the parcels within the sewer basin shall be borne by the developers and not the City.

Each parcel that connects to the City's sanitary sewer system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the sanitary sewer system extended to the parcels.

All future development within the annexation area will be required to meet the City's Public Works Standards.

**Sewer Concurrency:** As required by Chapter 19.10 of the City's Municipal Code, any development requiring sewer service must apply for, and receive approval to, connect to the City of Gig Harbor sewer system. This process is known as sewer concurrency and all development within the City limits is subject to sewer concurrency. The City may not be able to grant sewer concurrency to new developments if capacity is not available to serve the development.

**Existing Sewer Infrastructure:** The nearest existing City sewer infrastructure is located in the vicinity of the intersection of Reid Drive NW and 50<sup>th</sup> Street Court NW. Any new development would need to connect to the City's sewer infrastructure from this location, subject to the requirements in GHMC 13.28.100 and in accordance with the Wastewater Comprehensive Plan. The cost of such a connection from the existing infrastructure shall be borne by the new development.

## **STORMWATER**

**General:** Each parcel in this annexation area would be required to design and construct stormwater improvements in accordance with the City's Stormwater Design Manual. This includes all stormwater features necessary for improvements within the City's right of way. All costs for design and construction of these stormwater features shall be borne by the developers and not the City. All costs for operations and maintenance of stormwater features outside of the City's right of way shall also be borne by the developers.

Each parcel that is annexed in the City's limits shall be required to pay the appropriate stormwater fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the City's stormwater system located within the City's right of way created by the parcels.

**NPDES Phase 2 Stormwater Compliance:** The proposed annexation area is currently under the jurisdiction of Pierce County's NPDES Phase 1 stormwater permit. Through annexation this area would be under the jurisdiction of the City's NPDES Phase 2 stormwater permit. The requirements of the County's Phase 1 permit are similar to the City's Phase 2 permit and have earlier compliance dates. Therefore this annexation area should be prepared to meet the City's Phase 2 compliance standards.



## Internal Departmental Communication Gig Harbor Police Department

**TO:** Planning Director Tom Dolan  
**FROM:** Chief Mike Davis *(Signature)*  
**SUBJ:** Annexation Review: Harbor Glen/Block Land LLC  
**DATE:** June 21, 2010

My main concern was initially it appeared we were acquiring an island of land which could only be accessed by driving through unincorporated Pierce County. I have subsequently talked with you about my preference to extend the proposed annexation north to 56 Street Court NW with an east border along Reid Road.

I think we can accommodate this annexation in its current state of development without any additional staff.

City of Gig Harbor  
Wastewater Treatment Plant  
4216 Harborview Dr.  
Gig Harbor, WA 98335

## **MEMO**

**To:** Tom Dolan, Planning Director  
**From:** Darrell Winans, WWTP Supervisor  
**Cc:** Steve Misiurak  
**Date:** 7/13/10  
**Re:** Harbor Glen/Block Land LLC Annexation

---

Tom,

My comments to the annexation request are as follows:

1. I have no objection to the proposed annexation as connections to the wastewater treatment plant are available. The major issues I see are the impacts to the collection system.
2. The existing lift station #9 is not capable of handling additional flows even with upgrades. I don't believe gravity flows are possible. Since the rest of drainage basin #9 is located in the County within the UGA location of the proposed lift station #9A, it is not accessible without further annexation.
3. The forcemain from lift station #9 to lift station #7 would also have to be upsized to accommodate future flows for basin #9.
4. Lift station #7 is in need of major repairs, and additional flows would also require upgrades. Lift station #7 will also be relocated in the future, but its final location is also in the County within the UGA.



**Dolan, Tom**

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**From:** Rodenbach, Dave  
**Sent:** Monday, July 19, 2010 9:18 AM  
**To:** Dolan, Tom  
**Subject:** Harbor Glen Annexation  
Tom,

I see no significant financial impact related to this annexation.

Dave

David Rodenbach  
Finance Director  
City of Gig Harbor  
253.853.7610

**Subject:** C-1 Gross Floor Area Text Amendment Request.

**Proposed Council Action:** Consider the revised amendment and decide if application should be reviewed by the City.

If it is to be reviewed, the Council should move to either:

- 1) Place the text amendment on the Planning Commission's work program for January 2011 or
- 2) Consider the amendment directly and place the text amendment on the Planning and Building Committee's September meeting agenda for a recommendation after Planning Commission input.

**Dept. Origin:** Planning Department

**Prepared by:** Jennifer Kester  
Senior Planner

**For Agenda of:** July 26, 2010 JK

**Exhibits:** Proposed amendment

Initial & Date

**Concurred by Mayor:**

CLH 7/22/10

**Approved by City Administrator:**

RJK

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

Via e-mail

**Approved by Finance Director:**

N/A

**Approved by Department Head:**

TD 7/21/10

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION/BACKGROUND**

On July 13, 2010, Randy Boss, on behalf of Jim White of WWR Properties, Inc., submitted a revised application for a zoning code text amendment which would allow 100,000 square feet of commercial gross floor area in the C-1 district outside of the view basin, provided a conditional use permit is granted. The previous application requested a maximum commercial gross floor area of 165,000 square feet. The current limitation for the subject property and the nearby B-2 zoned property is 65,000 square feet.

The Council is now asked to determine if the text amendment shall be reviewed by the city. The Council could either send the amendment to the Planning Commission for review or decide to directly consider the amendment, bypassing the Planning Commission, and send it to the Planning and Building Committee for a recommendation.

The Planning Commission is currently reviewing the 2010 Comprehensive Plan amendments, which will continue through August. Between September and the end of the year, the Planning Commission will finish their review of the Shoreline Master Program update. Therefore, the earliest time the Commission can review this amendment is January 2011.

If the Council decides that this amendment can be directly considered by the Council, the Planning and Building Committee could review the amendment at their September meeting. It is noted that the City Council's policy has been to transmit text amendments proposed for direct consideration by the Council to the Planning Commission for their input.

**POLICY CONSIDERATIONS**

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). The applicable land use policies and codes are as follows:

**A. Gig Harbor Comprehensive Plan:**

**Goal 2.2.3.d Commercial/Business** Provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use (residential with commercial) may be permitted through a planned unit development process. Commercial-business activities consist of the following:

- 1) Retail sales and services
- 2) Business and professional offices
- 3) Mini-warehousing

**B. Gig Harbor Municipal Code:**

**GHMC 17.40.055 Maximum gross floor area.**

The maximum gross floor area per commercial structure is 65,000 square feet, except that in the C-1 district abutting Harborview Drive the maximum gross floor area per building is 35,000 square feet with a minimum separation of 20 feet between buildings.

**BOARD OR COMMITTEE RECOMMENDATION**

Under the previous amendment at their April 22, 2009 meeting, the Planning and Building Committee recommended that the text amendment be reviewed by the Planning Commission.

**MAYOR'S RECOMMENDATION**

The Mayor recommends that this application not be reviewed by the City. Under the current 65,000 square feet commercial gross floor area maximum, the Uptown Gig Harbor lifestyle center has developed and the Safeway Corporation has applied for land use permits to develop a retail shopping center. Both of these projects are in the same activity center as the Mr. White's property; however they are not in the same zoning district (B-2 versus C-1). Granting an increase in building size to properties in the C-1 zone could change the dynamic of the activity center and trigger a demand to change the commercial gross floor area maximum in the B-2 zone.

If the Council would like this application reviewed, the Mayor strongly recommends that the application be placed on the Planning Commission's work plan for 2011 to ensure a thorough public process since building size has been so important to our community. Further, the Mayor recommends that if the Planning Commission recommends approval of the text amendment, prior to the Council's adoption of the amendment, the Council enter into a development agreement with the property owner which specifies the following:

- A detailed and specific plan for building layout and massing
- A phasing plan for the sequence of building construction
- A detailed traffic study

**RECOMMENDATION / MOTION**

Consider revised amendment and decide if application should be reviewed by the City.

If it is to be reviewed, the Council should move to either:

- 1) Place the text amendment on the Planning Commission's work program for January 2011  
or
- 2) Consider the amendment directly and place the text amendment on the Planning and Building Committee's September meeting agenda for a recommendation after seeking input from the Planning Commission on whether direct consideration by the City Council is appropriate.

RECEIVED  
CITY OF GIG HARBOR  
JUL 14 2010  
COMMUNITY  
DEVELOPMENT

## City of Gig Harbor Zoning Code Text Amendment Application

The use of this application is appropriate when a change in the specific text in the adopted City of Gig Harbor Zoning Code is desired.

Owner/ Applicant: WWR Properties, Inc.  
Attn: James H. White  
3803 Bridgeport Way West  
University Place, Washington 98466  
(253) 565-8661 (Phone)  
(253) 564-1078 (Fax)

Agent/Contact: Mr. Randy Boss  
Post Office Box 237  
Gig Harbor, Washington 98335  
(253) 858-5100 (Phone)  
(253) 858-5103 (Fax)  
(253) 279-8877 (Cell)

If applicable, name of general area/location/site which would be affected by this proposed change in text.

The proposed text amendment would allow the current 65,000 square foot maximum gross floor area for a commercial structure in the C-1 zoning district to be increased, not to exceed 100,000 square feet, provided the applicant satisfies all the mandates specified in Chapter 17.64 - Conditional Uses. This text amendment would apply to those properties contained within the new Olympic Towne Center north of Dairy Queen, between Point Fosdick and 32nd Street, and continuing north of 56<sup>th</sup> Street. The C-1 zoning continues north beyond 56th Street and this text amendment would bring the Inn at Gig Harbor (which is currently a non-conforming use) into conformance. The only other affected C-1 zoned property within the City Limits of Gig Harbor would be the Stroh's/Rental Mart property on the corner of Kimball Drive and Hunt Street.

This application is a modification of a previous Text Amendment Application filed with the City of Gig Harbor on March 18, 2009 which has neither been approved nor denied.

The applicant has previously paid an application fee of \$1,084.65 in accordance with the approved fee schedule on file with the City of Gig Harbor Department of Planning and Building Services. Acceptance of this application and/or payment of fees does not guarantee final approval.

Owner/Applicant Signature: Randy Boss Date: 7/13/10

**QUESTIONNAIRE  
FOR TEXT AMENDMENT APPLICATION**

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

Gig Harbor Municipal Code Chapter 17.40 COMMERCIAL DISTRICT (C-1)

17.40.055 Maximum gross floor area.

The maximum gross floor area per commercial structure is 65,000 square feet. **An applicant may increase this maximum gross floor area, not to exceed 100,000 square feet, provided a conditional use permit application is submitted and approved by the hearing examiner as required under Chapter 17.64 GHMC.** except that i(I)n the C-1 district abutting Harborview Drive the maximum gross floor area per building is 35,000 square feet. ~~with a~~ **A** minimum separation of 20 feet **shall be required** between **all** buildings **within the C-1 district.** (Ord. 995 S 7, 2005; Ord. 716 S 1, 1996).

This proposed text amendment would allow buildings and structures in the C-1 zoning areas to exceed the current maximum gross floor area by complying with all the restrictions and requirements necessary of a conditional use permit. This modification does not affect those C-1 areas abutting Harborview Drive.

*Has there been a change in circumstances pertaining to the Zoning Code text or public policy?*

C-1 is the most commercially intensive use category within the City of Gig Harbor allowing for such outright permitted business uses as gas stations, car washes, taverns, adult entertainment venues and industrial uses. The scarcity of this C-1 zoned land has made it some of the most expensive and valuable land within the City limits of Gig Harbor with one recent sale recorded at almost \$24.00 per square foot. The 65,000 square foot gross floor area restriction has placed an unwarranted burden on the ability of land owners to create economically viable projects which otherwise would create much needed products and services for the community as well as creating significant tax revenue for the City.

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

The approval of this Text Amendment will have no impact on either a development or a geographic location within the City of Gig Harbor. This requested Text Amendment would simply allow the footprint of a single building to be increased from the current maximum of 65,000 square feet up to, but not exceeding, 100,000 square feet before a 20 foot break/buffer would be required between any adjacent buildings.

This change does not increase the overall density within a development in a C-1 zoned property but only allows for construction efficiencies dramatically reducing the per square foot cost of the building and thus the project allowing for the creation of more affordable retail lease rates (greater economic development) and a broader range of potential tenants. One building of one hundred thousand square feet will have the same impact on the community as two fifty thousand square foot buildings. Limiting the size of a single retailer's building is counterproductive to economic growth for the City of Gig Harbor.

How would the proposed text amendment comply with the community vision statements, goals, objectives, and policies of the Comprehensive Plan?

This text amendment would comply with the Vision Statement of the City by:

- Providing greater planning options
- Creating a more identifiable and defined commercial business district
- Creating additional municipal amenities
- Vertically consolidate commercial shopping with other destinations
- Creating an additional economic base within the City
- Emphasize additional business opportunities within the City

This text amendment would also serve to further the goals, objectives and policies of the Gig Harbor Comprehensive Plan by:

- Creating increased economic development opportunities.
- Allocate urban uses into suitable land within the City.
- Provide land use development flexibility
- Creates an active interface between the private and the public realms

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

There has been widespread publicity of this proposed development project within the community with most comments being positive toward the development of an affordable alternate shopping experience within the City limits of Gig Harbor.

END







**Subject:** First Reading of Interim Ordinance Amending Temporary Sign Regulations in the C-1 / Sign Area 2 District

**Proposed Council Action:** Adopt interim ordinance with a majority plus one vote and set a public hearing date on the interim ordinance of September 13, 2010 at 5:30pm.

**Dept. Origin:** Planning  
**Prepared by:** Jennifer Kester  
Senior Planner  
**For Agenda of:** July 26, 2010  
**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:** CLH 7/22/10  
**Approved by City Administrator:** PK 7/22/10  
**Approved as to form by City Atty:** by email  
**Approved by Finance Director:** N/A  
**Approved by Department Head:** TD 7/22/10

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

The Harbor History Museum has requested that the City amend its temporary sign regulations to allow for the museum's exhibit banners. Current regulations limit temporary signs to one 20 square foot banner for no more than 60 days and one A-board sign per business. The city is currently working on language which would accommodate cultural and heritage signs such as the museum's exhibit signs; however, that ordinance will not be ready for adoption until after the museum's scheduled grand opening on September 18<sup>th</sup>.

As an interim measure, staff has drafted an interim ordinance which will allow businesses in the C-1 district which are also located in Sign Area 2 (the zoning and sign overlay area of the museum) to have up to 300 square feet of grand opening wall signs and grand opening banner signs on each private light pole up to 7 square feet, consistent with the City's specifications on City light poles. No single wall sign shall exceed 120 square feet. If passed, this interim ordinance will expire on January 1, 2011. Staff is prepared to have the permanent cultural and heritage banner regulations ready for adoption prior to that expiration date.

In order to pass this interim ordinance in time for the museum's grand opening, the Council will need to pass the ordinance on the first reading. Per GHMC 1.08.020(B), passage of an ordinance on the first reading requires a majority plus one of the whole membership of the Council. In addition, pursuant to RCW 36.70A.390 and RCW 35A.63.220, the Council needs to hold a public hearing on the interim ordinance within 60 day of passage and make findings of fact immediately after the public hearing. Staff is recommending a September 13, 2010 public hearing date.

**FISCAL CONSIDERATION**

None.

**SEPA DETERMINATION**

The SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed interim ordinance on July 23, 2010.

**BOARD OR COMMITTEE RECOMMENDATION**

None solicited.

**RECOMMENDATION / MOTION**

Adopt interim ordinance with a majority plus one vote of the whole membership of the Council and set a public hearing on the interim ordinance for September 13, 2010 at 5:30pm.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING INTERIM ZONING CODE AMENDMENT RELATING TO SIGNS; ALLOWING 300 SQUARE FEET OF TEMPORARY GRAND OPENING WALL SIGNS PER BUSINESS AND UNLIMITED TEMPORARY GRAND OPENING BANNERS ON PRIVATE LIGHT POLES FOR BUSINESSES IN THE COMMERCIAL DISTRICT (C-1) WHICH ARE ALSO LOCATED IN SIGN AREA 2; AMENDING SECTION 17.80.110 OF THE GIG HARBOR MUNICIPAL CODE; ADOPTING FINDINGS OF FACT; SETTING A PUBLIC HEARING FOR SEPTEMBER 13, 2010, IN ORDER TO TAKE PUBLIC TESTIMONY REGARDING THE INTERIM ZONING CODE AMENDMENT; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gig Harbor is authorized to impose moratoria and interim land use controls pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

**WHEREAS**, the Harbor History Museum is scheduled for its grand opening on September 18, 2010; and

**WHEREAS**, the existing allowance for temporary signage is not adequate or appropriate for cultural and heritage purposes; and

**WHEREAS**, it is not unusual for cultural and heritage exhibit banners to be larger than the current code allowance for temporary signs of 20 square feet; and

**WHEREAS**, the there are no scheduled City Council meetings in the month of August 2010; and

**WHEREAS**, the city is currently working on a permanent ordinance to address adequate signage for cultural and heritage purposes; however, due to the Council's meeting schedule, cannot adopt such ordinance until after the grand opening of the Harbor History Museum; and

**WHEREAS**, the Gig Harbor City Council has determined that by adopting interim regulations for temporary business signs in the C-1 district which are also in Sign Area 2 adequate and appropriate cultural signage can be provided for the grand opening of the Harbor History Museum while the City develops permanent regulations for cultural and heritage signage; and

**WHEREAS**, the Gig Harbor SEPA Responsible Official issued a Determination of Nonsignificance for this interim ordinance on July 23, 2010; and

**WHEREAS**, the Gig Harbor City Council considered this ordinance at first and reading on \_\_\_\_\_, 2010;

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

**Section 1. Findings.** The City Council hereby adopts as findings in support of this ordinance the recitals expressed above. The City Council, at its discretion, may adopt additional findings after the public hearing referenced in Section 3 below.

**Section 2. Interim Amendment to GHMC Subsection 17.80.110(A), Temporary Exterior Business Signs.** Subsection 17.80.110(A) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.80.110 Temporary signs.**

Except for business signs described under subsection (A) of this section and balloon signs described under subsection (F) of this section, no permit is required for temporary signs. Temporary signs are not allowed to continually advertise goods, services, political messages or events on a site; permanent signs shall be used for that purpose. Temporary signs located within public right-of-way shall be subject to the requirements of Chapter 12.02 GHMC.

A. Exterior Business Signs. Such signs include grand opening signs, sale signs, promotional signs, quitting business signs, and other nonpermanent exterior signs used by businesses. Exterior business signs shall be limited to 20 square feet in size. No more than one exterior business sign may be displayed at any one time for any one business or tenant. Exterior business signs may be displayed for no more than 60 cumulative days per calendar year. A permit is required for each exterior business sign.

For uses in the C-1 zoning district which are also in Sign Area 2, temporary exterior wall-mounted, signs displayed during a grand opening shall be allowed with a combined total of 300 square feet with no one single sign exceeding 120 square feet. In addition, one banner not exceeding seven (7) square feet per side may be located on each light pole on private property which advertises the use during grand openings. A temporary banner permit is required for such signs. Such temporary signs shall not be displayed more than 15 days prior to the grand opening and shall not be displayed more than 120 days after the grand opening.

\* \* \*

**Section 3. Public Hearing.** Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council hereby sets a public hearing for September 13, 2010, at 5:30 p.m. or as soon thereafter as the matter may be heard in order to take public testimony on the amendment adopted by this ordinance. The City Council may, in its discretion, adopt additional findings justifying the interim amendments after the close of the hearing.

**Section 4. 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 5. Copy to Commerce Department.** Pursuant to RCW 36.70A.106(3), the City Clerk is directed to send a copy of this ordinance to the State Department of Commerce for its files within ten (10) days after adoption of this ordinance.

**Section 6. Effective Period for Amendments.** The interim Zoning Code amendments adopted by this ordinance shall remain in effect until January 1, 2011 and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date.

**Section 7. 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

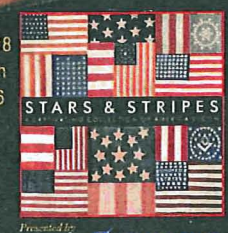
APPROVED AS TO FORM:  
Office of the City Attorney

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

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:



Sept. 18  
through  
Jan. 16



Presented by **BOEING**



Grand Opening  
September 18

412