

Gig Harbor City Council Meeting

**September 13, 2010
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, September 13, 2010 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of July 26, 2010.
2. Correspondence / Proclamations: a) Constitution Week; b) National Preparedness Month; c) Boys and Girls Day for Kids.
3. Liquor License Action: a) Farmers Market; b) Moctezumas and Forza Coffee Company; c) QFC Pt. Fosdick; d) Gig Harbor Gallery Association; e) Boy's & Girl's Club.
4. Cartegraph Systems, Inc. Software & Service Proposal – WA State Sales/Use Tax.
5. Wastewater Treatment Plant Ph.1 Improvement Project – Contract Amendment #2 / Parametrix.
6. Resolution - Harbor Glen/Block Land Annexation Legal Description Revision.
7. Fisherman's Pier – Dept. of Natural Resources (DNR) Aquatic Lands Lease Assignments.
8. Skansie Netshed Partners in Preservation – Grant Agreement.
9. Resolution No. 840 – Setting the Public Hearing Date Prentice Avenue Street Vacation – Thomas Page.
10. Resolution No. 841 – Declaring Emergency Repairs Related to Lift Station #7 Accident.
11. Frontage Road Turnback Agreement with WSDOT.
12. Initiation of Proposed Development Agreement with Harbor Hill LLC.
13. Employee Dental Plan Change.
14. Approval of Payment of Bills for August 9, 2010: Checks #64236 through #64341 in the amount of \$1,564,194.27.
15. Approval of Payment of Bills for August 23, 2010: Checks #64342 through #64451 in the amount of \$495,824.67.
16. Approval of Payment of Bills for September 13, 2010: Checks #64452 through #64584 in the amount of \$3,446,485.70.
17. Approval of Payroll for the month of July: Checks #5714 through #5728 in the amount of \$477,781.05.
18. Approval of Payroll for the month of August: Checks #5729 through #5746 in the amount of \$309,876.09.

PRESENTATIONS:

Constitution Week Proclamation – Kathleen Grulke, Chapter Regent/President of Elizabeth Forey Chapter NSDAR.

OLD BUSINESS:

1. Final (Third) Reading of Ordinance Vacating a Portion of Woodworth Avenue - Gartland.
2. Public Hearing - Interim Ordinance Amending Temporary Sign Regulations in the C-1 / Sign Area 2 District.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Permit Processing Amendment.
2. First Reading of Ordinance – Adopting Regulations for Second Hand Stores and Pawnbrokers.

STAFF REPORT:

1. Pierce County Flood Plan Elected Officials Workshop. (Sept. 30 from 6:30 p.m. - 9:00 p.m.)

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee – Thu. Sept. 16 at 3:00 p.m. – CANCELLED
2. Harbor History Museum Grand Opening – Sat. Sept. 18.
3. Finance / Safety Committee – Mon. Sept. 20 at 4:00 p.m. - CANCELLED
4. City Council / Planning Commission Joint Meeting – Mon. Sept. 20 at 5:30 p.m.
5. Council Retreat – Fri. Sept. 24 at 8:30 a.m. to noon.
6. Pierce County Flood Plan Elected Officials Workshop – Thu. Sept. 30 from 6:30-9:00 p.m.
7. City Council/Parks Commission Joint Worksession – Mon. Oct. 4 at 5:30 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – JULY 26, 2010

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

CALL TO ORDER: 5:30 p.m.

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.

MOTION: Move to adopt the Consent Agenda as presented.
Young / Conan –

Councilmember Ekberg asked that agenda items 9 and 12 be moved to New Business. Councilmember Malich asked that item 5 also be moved to New Business.

AMENDMENT TO MOTION: Move to amend the Consent Agenda by moving items number 5, 9, and 12 to New Business.
Malich / Ekberg – unanimously approved.

MAIN MOTION: Move to adopt the Consent Agenda as amended.
Young / Conan – unanimously approved.

PRESENTATIONS:

1. Vernhardson Family Day Proclamation. Mayor Hunter invited Richard Johnson, Grandson of Jon Vernhardson, to come forward and accept the proclamation. Mr. Johnson accepted the proclamation on behalf of “his roughly 2000 relatives” scattered across the U.S. and Canada, and especially that the Norwegians who populated the north end of Gig Harbor. He said that they expect 200 of these people to come and help celebrate the day.

2. Sound and Sand Proclamation. Councilmember Derek Young explained that he asked for this resolution to recognize the efforts by Chapel Hill Presbyterian Church to partner with an organization in Israel that joins Israeli and Arab youth in team-building efforts to form bonds, overcome conflict, and forge relationships for the future. He said that Gig Harbor is the first city in the U.S. to host this effort. The group will be coming to Gig Harbor next month to have some fun and work on projects.

3. Planning for the Homeless. John Oldham of Gig Harbor explained the need to address homelessness. He proposed organizing a group called the Peninsula Community of Faith to come together on Wednesday, October 6th from noon until 4 p.m. at the Boys & Girls Club to formulate a plan. He asked for the city’s to join in with the county, schools, library and others to provide leadership in this effort to provide help. Mr. Oldham was asked to provide further information to Council through Rob Karlinsey. Councilmembers Conan and Malich said that they would do their best to attend the forum.

OLD BUSINESS:

1. Second Reading of Ordinance – Water/Sewer Revenue Bond for Outfall Extension. Finance Director David Rodenbach reported a very successful sale of the bonds today. He introduced Cynthia Weed and David Trageser to further explain.

David Trageser, Senior Vice President D.A. Davidson and Co. handed out a summary of the bond sale. He explained that the total bond issue was \$8,190,000 comprised of \$5,580,000 of taxable Build America Bonds and \$2,610,000 tax exempt revenue bonds.

Cynthia Weed, K & L Gates said that the only change in the ordinance since the first reading are the interest and principal amounts resulting from today’s sale. She said that the money from sale of the bonds will be available for investment August 10th.

MOTION: Move to adopt Ordinance No. 1193 authorizing the execution of the Bond Purchase Agreement with DA Davidson.
Young / Ekberg – unanimously approved.

2. Second Reading of Ordinance Vacating a Portion of Woodworth Avenue – Gartland. Engineering Technician Willy Hendrickson explained that the Gartlands have offered a second proposal pulling back 15' of the proposed street vacation to eliminate the public works easement concerns. If Council agrees to this amendment the survey map will need revision and an appraisal completed before adoption of the ordinance. He added that two significant trees that were subject to concern will remain in city right of way with this revision.

Tim Gartland – 9120 Woodworth Avenue. Mr. Gartland explained that they are requesting the street vacation because this section of land is important to them and they thought it would be available due to past vacations on Woodworth. He described the impact of setbacks on his narrow, triangular property saying this vacation would allow them to make improvements to their currently non-conforming structure or allow them to rebuild in case of a fire.

After asking questions, Councilmembers concurred with the alternative and directed staff to obtain an appraisal for the right-of-way reduced by 15 feet and bring an amended ordinance back for a third reading.

3. Second Reading of Ordinance on Zoning Code Efficiency Amendments. Senior Planner Jennifer Kester presented the second reading of this ordinance that would help to clarify the permitting process, correct errors, reduce the need for interpretations and improve customer service; all basic efficiencies.

MOTION: Move to adopt Ordinance No. 1194 as presented.
Young / Ekberg – unanimously approved.

NEW BUSINESS:

1. Well No. 11 Test Well Development – Consultant Services Contract / Carollo Engineers. Senior Engineer Jeff Langhelm addressed the question of how well sites have been chosen in the past and if another consultant might have better results. He explained that Carollo wasn't involved with Well #9 but did participate on Well #10; both of which have water rights applications that are on hold due to their poor performance. He then added that Carollo Engineers was the subcontractor on Wells # 5 & 6; both of which have excellent results.

MOTION: Move to authorize the Mayor to execute a Consultant Services Contract with Carollo Engineers for an amount not to exceed \$99,804.
Ekberg / Young – unanimously approved.

2. Wastewater Treatment Plant Phase 1 Improvement Project – Change Orders No. 3 and 4. City Administrator Rob Karlinsey addressed the concern that there has been sufficient documentation to satisfy the State Auditor for this Change Order. He then summarized the reason for the change orders, explaining that if the work from Change Order No. 3 isn't sufficient, we won't move forward with No. 4.

MOTION: Move to authorize the execution of Change Order No. 3 in the amount of \$258,128.58, and effective no sooner than August 15th, 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.

Ekberg / Young – unanimously approved.

3. SR16 /Burnham Interchange Improvement Project – Change Order No. 1. Staff was asked why they are recommending approval of a 30-day extension when there have been several good days when no work was being done on this project. Mayor Hunter commented that he feels this is a reasonable request for several reasons; one being trouble with materials and having to re-design a retaining wall. He said that so far this has been a smooth project with no cost overruns.

Mr. Karlinsey added that overall staff is please with how the project has progressed and remain confident that it will come in at or under the bid amount.

City Attorney Angela Belbeck addressed questions regarding liquidated damages adding that the contractor has claimed that the delays were caused by issues beyond their control. She then recommended that this be handled up front to avoid claims of additional overhead and costs.

MOTION: Move to authorize Change Order No. 1 for an increase of 30 working days for completion of contract work for a total of 250 working days.

Conan / Young – Councilmembers Ekberg, Young and Conan voted yes. Councilmembers Franich and Malich voted no.

4. Harborview Drive/Stinson Avenue Water Main Project – Construction Contract and Materials Testing Contract Award. Senior Engineer Jeff Langhelm presented the background for this contract, praising Marco Malich and Jeff Olsen for their help during the design phase of this large project which allowed this to move forward so quickly.

MOTION: Move to award and authorize the Mayor to execute a Public Works Contract with Pape & Sons in an amount not to 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.

Malich / Conan – unanimously approved.

MOTION: Move to 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.

Young / Ekberg – unanimously approved.

5. Resolution – Technical Amendment to Wastewater Comprehensive Plan to Adjust Depth of Sanitary Sewer along Portion of Peacock Hill Avenue. Jeff Langhelm presented this request for an amendment that would allow Grindstone Development to install a 12-inch sewer line along Peacock Hill Avenue at a depth of approximately 10 feet rather than 20 feet as called out in the Wastewater Comprehensive Plan. He said that the City Engineer recommends approval of the request, and answered questions.

Jeff Stroud – 7457 South Madison Street, Tacoma. Mr. Stroud, representing the design-builder Grindstone, clarified that the plans show an adjacent parcel with a shop/house which drains down a lower drainfield. He explained that they have designed their line so there aren't any negative impacts to their design, and said that Norm Olsen, their engineer, is present to answer any questions.

Jim Lynch – 5224 Olympic Drive NW, Representing Grindstone Management, Mr. Lynch offered to answer any questions about Grindstone and thanked the city for working with them and recommended approving this resolution.

MOTION: Move to adopt Resolution No. 839 approving a technical amendment to the wastewater Comprehensive Plan.

Young / Malich – unanimously approved.

6. Notice of Intent to Commence Annexation – Harbor Glen/Block Land Annexation. Planning Director Tom Dolan presented the information for this proposed annexation. He explained that the entire site is identified in the comp plan as R-1 zoning which would be inappropriate due to the existing Harbor Glen Apartments. This site should be zoned R-3 which would require that applicants to file an amendment to the comp plan. The undeveloped property would remain at R-1.

Mr. Dolan then offered three options: Option 1 would include just the area requested by the applicant; Option 2 expands the boundary to include all the properties west of Reid Drive NW from Hollycroft Street to 47th Street; and Option 3 would expand the boundaries to include all the properties west of Reid Drive from Hollycroft to the southern UGA boundary. He said that staff recommends Option 3 if Council chooses to move forward and offered to identify potential impacts of this annexation proposal if Council wishes to move forward. Council and staff discussed the proposal.

Kevin Foley – representing Gemstone LLC. Mr. Foley said that for the most part they are satisfied with the Staff Report and although they would prefer Option 1, they would

move forward with any of the three. He said that they have had brief discussions with a couple of the other property owners but wanted to be careful with that contact. He noted that their proposed annexation is within the City's Urban Growth Area and one underlying principals is to encourage annexation. He said they look forward to working with staff as they move forward.

An aerial photo was used to illustrate where the proposed annexation lies. Tom Dolan clarified that none of the Options show the inclusion of Reid Drive which for local control, should be considered. There was discussion on the cost of road improvements and installation of a new lift station.

Rob Karlinsey said that if Council decides to move forward staff would perform a cost-benefit analysis that includes road maintenance costs to help in the decision. After further discussion a motion came forward.

MOTION: Move forward with Option 3 with the following amendments: 1) change the southern boundary to a diagonal line along the most southerly edge of the properties that front 45th Street Court ending at the southeast corner of 44th; 2) include that the applicant pays the cost of enumeration; and 3) that Reid Drive be included.
Ekberg / Young – unanimously approved.

Staff was asked to talk to the County about amending the UGA to eliminate the leftover "nubs" from any annexations.

7. C-1 Gross Floor Area Text Amendment Request. Tom Dolan presented the background for this application to 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. He explained that Council is asked to determine whether the text amendment should move forward to the Planning Commission or to bypass them and send the request to the Planning / Building Committee for a recommendation for full Council consideration. He explained that the suggestion for direct Council consideration is due to the Planning Commission's full schedule.

Council discussed the proposed text amendment. Comments were made that other properties have developed within the existing square footage limitations.

Randy Boss – (no address given). Mr. Boss gave an overview of this reduction from 100,000 square foot from the previously requested 165,000 square foot increase. He mentioned that MultiCare had been allowed to build a similar sized building in the B-2 zone, and that he could build a 300,000 square foot office building on this site. He talked about a potential family entertainment center interested in the site, saying that they cannot move forward until a comprehensive plan is developed. He discussed off-set store fronts and how a 20 foot separation between 65,000 square foot buildings isn't much different than a 100,000 square foot under one roof. He talked about the retail sales tax and new jobs that would be created if this building is allowed on this blighted

property. He asked for Council to forward this to the Planning Commission with the caveat for direct Council consideration if the Planning Commission doesn't have time, stressing that there would still be the same amount of public input and evaluation for this minor increase in square footage.

Councilmembers and staff further discussed this proposal and the process to consider text amendments. Staff was directed to place this proposed text amendment on the next agenda of the Planning / Building Committee to determine if and where it should be on the Planning Agenda Calendar and then to come back to City Council with their recommendation for consideration.

8. First Reading of Interim Ordinance Amending Temporary Sign Regulations in the C-1 / Sign Area 2 District. Senior Planner Jennifer Kester introduced this interim amendment to the sign code to allow the Harbor History Museum to hang grand opening and exhibit banners. She explained that in order for this to be in effect in time for the grand opening, Council will need to adopt the ordinance on the first reading and hold a public hearing within 60 days of passage.

Jennifer Kilmer – Harbor History Museum, 4121 Harborview Drive. Ms. Kilmer explained that the signage will help with cultural attractions and to promote the grand opening. She passed out a picture with a sample of what the how the banners could appear. She answered questions on how much would be devoted to commercial sponsorship and size, offering that they are open to any recommendations for ratio, stressing that it is not their objective to have giant corporate logos displayed but to promote a tourism activity.

After discussion on options, City Attorney Angela Belbeck noted that this is an interim effort and staff and Council could go into more detail on the size and ratio with the permanent ordinance. She cautioned that any discussion on the content of the signs should be avoided. She recommended that the city could look to what other jurisdictions have adopted as a guideline.

Several Councilmembers voiced concern saying they hope that this doesn't lead to the city lessening its stringent sign code.

MOTION: Move to adopt interim Ordinance No. 1195 with a majority plus one vote and set a public hearing date on the interim ordinance of September 13, 2010 at 5:30 p.m.

Ekberg / Malich – unanimously approved.

STAFF REPORT:

Recognizing Dick Bower for acquiring the Certified Emergency Manager designation. City Administrator Rob Karlinsey announced that this would be moved to the next meeting to allow Mr. Bower to be present.

Mr. Karlinsey thanked Staff and Angela Belbeck for a particularly challenging agenda packet.

Councilmember Franich asked for clarification on the process to amend the sign code. Jenn Kester gave an overview, saying they will work with the History Museum on possible language before the public hearing and will have something back for Council's consideration in November with an understanding that the permanent version may not move forward. Councilmember Franich voiced a desire to participate in the process.

There was further discussion whether they want staff to expend time on this before the public hearing on the 13th and the necessity to begin the work as soon as possible if a January 1st deadline is to be met. Tom Dolan further explained that it would take approximately 10-20 hours of staff time between now and the 13th.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Hunter shared that Nate Hulings, reporter for the Gateway, had accepted a job with the Olympian and would be moving in two weeks and announced that the Gig Harbor Police Departments helped to catch a bank robber today. Chief Davis said details would be coming shortly.

Councilmember Malich asked why the police boat was tied up at Peninsula Yacht Basin. Chief Davis said that they may have just gone there for lunch or to respond to a call; the city has free moorage at Arabella's Landing.

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 – Sep. 24th 8-1 p.m.

Mr. Karlinsey said that an Intergovernmental Affairs Committee meeting may be scheduled for August; Council will be notified of the date.

ADJOURN:

MOTION: Move to adjourn at 8:13 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized: Tracks 1002 – 1034

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2010 marks the two hundred twenty-third anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 13th day of September, 2010.

Charles L. Hunter, Mayor

Date



Subject: National Preparedness Month

Dept. Origin: Building/Fire Safety

**Proposed Council Action: Proclaim
September, 2010 as National Preparedness
Month**

Prepared by: D. Bower

For Agenda of: September 13, 2010

Exhibits: Proclamation

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RBK 8/2/10

Approved as to form by City Atty:

Approved by Finance Director: OP 8/3/10

Approved by Department Head: DS 8/24/10

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Emergency preparedness is the responsibility of every citizen of the City of Gig Harbor. We have to work together as a team to ensure that our families, neighborhoods and communities are ready. Everyone needs to be encouraged to put together an emergency supply kit, make a family emergency plan, work with their neighbors and join in efforts to become a community preparedness partner.

National Preparedness Month creates an opportunity for people to become engaged in emergency preparedness on an individual, family, neighborhood, and community level. National Preparedness Month was created by the Federal Emergency Management Agency's Ready Campaign to increase the public's engagement in preparing for emergencies and to educate them on how to take steps toward becoming prepared.

This proclamation declares September as National Preparedness Month in Gig Harbor and encourages our citizens to take actions to prepare themselves, their families, neighborhoods and the community to resist and recover from disasters.

FISCAL CONSIDERATION

There is no fiscal note with this action.

BOARD OR COMMITTEE RECOMMENDATION

No board or committee recommendation has been sought.

RECOMMENDATION / MOTION

Move to: Proclaim September, 2010 as National Preparedness Month and to encourage ongoing individual and community wide efforts to improve Gig Harbor's emergency preparedness.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, “National Preparedness Month” creates an important opportunity for every resident of Gig Harbor to prepare their homes, businesses, and communities for any type of emergency from natural disasters to potential terrorist attacks; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation in our communities and in our nation; and

WHEREAS, the Federal Emergency Management Agency’s *Ready* Campaign, Citizen Corps and other federal, state, local, private, and volunteer agencies are working to increase public activities in preparing for emergencies and to educate individuals on how to take action; and

WHEREAS, emergency preparedness is the responsibility of every citizen of Gig Harbor and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type; and

WHEREAS, all citizens of Gig Harbor are encouraged to participate in citizen preparedness activities and asked to review the *Ready* campaign’s Web sites at ready.gov or listo.gov (in Spanish) and become more prepared.

THEREFORE, BE IT RESOLVED that the City of Gig Harbor hereby proclaims September, 2010 as National Preparedness Month, and encourages all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared community.

NOW, THEREFORE, I, Chuck Hunter, Mayor of the City of Gig Harbor, do hereby proclaim the month of September 2010

National Preparedness Month

in the City of Gig Harbor, and I urge all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared community.

Chuck Hunter, Mayor

Date

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

WHEREAS, the children of Gig Harbor are the foundation on which our future success is built; and

WHEREAS, children seek parents, mentors and friends to aid them in reaching important goals; and

WHEREAS, families and communities play vital roles in helping children develop a positive self image, sense of belonging and a sense of competence; and

WHEREAS, Boys & Girls Clubs Day for Kids is a special day set aside in September to encourage and remind adults that the meaningful time they share with children is important to their development; and

WHEREAS, the Boys & Girls Clubs Day for Kids Honor Roll, comprised of Boys & Girls Clubs of America, and other youth serving organizations, together reach millions of youth via their services and community involvement; and

WHEREAS, Boys & Girls Clubs Day for Kids emphasizes the importance of meaningful time spent with kids on the Day and every day, all year long;

WHEREAS, the Boys & Girls Clubs Day for Kids Honor Roll is working to establish Boys & Girls Clubs Day for Kids on the national calendar;

NOW, THEREFORE, I, Chuck Hunter, Mayor of the City of Gig Harbor, do hereby proclaim

Saturday, September 25, 2010

Boys & Girls Clubs Day for Kids

in the City of Gig Harbor, and I urge all citizens to join me in this special observance.

Chuck Hunter, Mayor

Date

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

TO: MAYOR OF GIG HARBOR

July 21, 2010

SPECIAL OCCASION # 085415

GIG HARBOR FARMERS MARKET
KIMBALL DRIVE PARK N RIDE
PO BOX 1142
GIG HARBOR WA 98335

DATE: SEPTEMBER 25, 2010

TIME: 9:30 AM TO 3 PM

PLACE: ENCLOSED AREA, 6808 KIMBALL DR, GIG HARBOR

CONTACT: DALE SCHULTZ

253-851-7397

SPECIAL OCCASION LICENSES

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

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

- 1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

Table with 2 columns: OPTIONAL CHECK LIST and EXPLANATION. Rows include LAW ENFORCEMENT, HEALTH & SANITATION, FIRE, BUILDING, ZONING, and OTHER.

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

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 08/06/2010

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20101130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. MOCTEZUMAS GIG HARBOR, INC.	MOCTEZUMAS - GIG HARBOR POINT FOSDICK SQ SHOPPING CTR GIG HARBOR WA 98332 0000	077699	SPIRITS/BR/WN REST LOUNGE +
2. HARBOR BEANS, LLC	FORZA COFFEE COMPANY 5275 OLYMPIC DR NW SITE 101 GIG HARBOR WA 98335 2306	404390	BEER/WINE REST - BEER/WINE OFF PREMISES



NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 3c

MVB

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: 8/25/10

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 602-342-738-001-0106
License: 070236 - 1U County: 27
Tradename: QUALITY FOOD CENTER / QFC #864
Loc Addr: 5010 PT FOSDICK DR NW
GIG HARBOR WA 98335
Mail Addr: PO BOX 42121
PORTLAND OR 97242-0121
Phone No.: 425-455-3761

APPLICANTS:
FRED MEYER STORES, INC.

Privileges Upon Approval:
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.

- 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

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

TO: MAYOR OF GIG HARBOR

August 17, 2010

SPECIAL OCCASION # 094074

GIG HARBOR GALLERY ASSOCIATION
9020 CRESCENT VALLEY DR NW
GIG HARBOR WA 98332

DATE: SEPTEMBER 18, 2010

TIME: 5:30 PM TO 11:59 PM

PLACE: GIG HARBOR YACHT CLUB, 3209 STINSON AVE, GIG HARBOR

CONTACT: SEVA FRANK

253-853-4514

SPECIAL OCCASION LICENSES

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

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

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

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

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

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

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

TO: MAYOR OF GIG HARBOR

August 26, 2010

SPECIAL OCCASION # 093052

BOYS & GIRLS CLUB OF SOUTH PUGET SOUND
1501 PACIFIC AVE
TACOMA WA 98402

DATE: OCTOBER 9, 2010

TIME: 6:30PM TO 10:30PM

PLACE: THE GYM - 8502 SKANSIE AVE, SEATTLE

CONTACT: JO ANN MAXWELL - 253-502-4671

SPECIAL OCCASION LICENSES

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

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

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

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

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

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



Business of the City Council
City of Gig Harbor, WA

Subject: Cartegraph Systems, Inc. Software and Service Proposal with the City of Gig Harbor
-- Washington State Sales/Use Tax

Proposed Council Action: Authorize the Mayor to pay the Washington Department of Revenue Washington State sales/use tax for Software and Services Proposal from Cartegraph Systems, Inc. in the amount of \$850.93.

Dept. Origin: Public Works/Engineering

Prepared by: Wayne Matthews, *WMM*
Engineering Technician

For Agenda of: September 13, 2010

Exhibits:

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	<i>ROK</i>
Approved as to form by City Atty:	<i>approved via email 8/25/10</i>
Approved by Finance Director:	<i>OK 8/10</i>
Approved by Department Head:	<i>OK 8/10</i>

Expenditure Required	\$850.93	Amount Budgeted	\$50,000.00	Appropriation Required	0
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INFORMATION / BACKGROUND

To expedite and increase efficiency in meeting mandated City NPDES Stormwater Permit and Sign Retroreflectivity Requirements; the City Council authorized the Mayor to execute the Software and Services Proposal with Cartegraph at the July 26, 2010 Council Meeting in the amount not to exceed \$10,130.13 for software subscription, maintenance and support services.

In addition, Washington State sales/use tax must be collected and paid to complete the purchase.

FISCAL CONSIDERATION

The cost of the sales/use tax at the rate of 8.4% is \$850.93 and it is eligible for reimbursement through the \$50,000.00 Ecology Stormwater Pass-Through Grant.

BOARD OR COMMITTEE RECOMMENDATION

Several staff have reviewed the purchase and reported that Washington State sales/use tax must be collected.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to pay Washington State Department of Revenue the sales/use tax for software and services proposal from Cartegraph Systems, Inc. for a total amount of \$10,981.06, including sales/use tax.



Subject: Wastewater Treatment Plant Expansion Project – Contract Amendment No. 2 / Parametrix, Inc.

Proposed Council Action: Authorize the Mayor on behalf of Council to execute Amendment No. 2 to the Consultant Services Contract with Parametrix, Inc. in the deductive amount of Sixty Thousand Four Dollars and Eighty-four Cents (**\$60,004.84**) resulting in a contract amended total not-to-exceed \$1,000,969.16.

Dept. Origin: Public Works/Engineering

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

For Agenda of: September 13, 2010

Exhibits: Contract Amendment No. 2

Concurred by Mayor:

Approved by City Administrator: *ROK 9/7/10*

Approved as to form by City Atty: *approved via email 9/3/10*

Approved by Finance Director: *DR 9/3/10*

Approved by Department Head: *[Signature] 9/2/10*

Initial & Date

Expenditure Required	\$0	Deductive Amt. (\$60,004.84)	Amount Budgeted	\$7,000,000.00	Appropriation Required	\$0
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INFORMATION / BACKGROUND

On September 22, 2008, Council approved a contract amendment in the amount of \$875,884.00 with Parametrix, Inc. for the project management and inspection services for the Wastewater Treatment Plant Improvement Project, and project management services for the Marine Outfall Extension for an amended contract amount of \$1,060,974.00

Subsequently, Engineering volunteered its services to perform the project management services in-house for the Marine Outfall Extension project resulting in a project savings of over \$200,000.

This contract formalizes the reduced scope and fee associated with the reduced level of work involved with the Marine Outfall project management services, but also reflects additional consultant services necessary to add Clarifier No. 2 and the fifth RAS pump. These additional services are defined in the attached scope of work. Consequently, Parametrix reworked their scope and fee as provided in this amendment resulting in a deductive contract amount of \$60,004.84.

FISCAL CONSIDERATION

This contract amendment will result in a contract deduction of work in the amount of \$60,004.84.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute Amendment No. 2 to the Consultant Services Contract with Parametrix, Inc. in the deductive amount of Sixty Thousand Four Dollars and Eighty-four Cents (**\$60,004.84**) resulting in a contract amended total not-to-exceed \$1,000,969.16.

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

MEMORANDUM

Date: Sept. 01, 2010
To: Stephen Misiurak, PE
City of Gig Harbor
From: Shannon Thompson
Subject: REVISED Scope of Work and Budget for Execution of Change Order #3
cc:
Project Number: 262-2750-012
Project Name: Gig Harbor WWTP Phase I Improvements

Stephen,

Please find attached the requested revised scope of work and budget spreadsheet. The scope of work identifies services provided to date as well as services that have been removed from our scope.

Due to the change in the City's work, Parametrix' Construction Observer for the Outfall Project has been deleted from our scope of work (please note strikethrough font on the attached scope of work). Additional services have been needed by Parametrix on this project. Parametrix coordinated efforts during the delay in bidding and award of construction as well as provided support during the Limited Notice to Proceed and the Notice to Proceed. Parametrix has continued to assist the City with meeting all the requirements for the Department of Ecology Grant awarded to this project. Parametrix has also researched, assisted with design and made recommendations to the City in regards to Clarifier #2 and the 5th RAS pump. These additional services are defined in the attached scope of work (please note all underlined font indicated new scope on the attached scope of work).

Funds in our current contract will need to be reallocated due to the extended duration of construction and to cover the additional services provided. To assist with project closeout our new completion date will be February 28, 2011. PMX current contract ends in October 2010.

Parametrix's current Contract amount with the City is \$1,060,974.00. We propose reallocating a total of \$207,071.16 from the outfall task for the additional services performed and time extension needed to complete the project with the approval of Change order 03. We are projecting a cost saving of \$60,004.84 at this point in time with the deletions and additions to our scope of work. Our contract is a time and material contract so all savings remain with the city after project closeout.

Please see the attached REVISED Scope of Work and new Budget for the extension. Should you have any questions or need additional information do not hesitate to contact me.

EXHIBIT A – REVISED SCOPE OF WORK

City of Gig Harbor Wastewater Treatment Plant Construction Services for Clarifier #2 & Additional Services

BACKGROUND

In March 2008, Parametrix was selected as the Owner's Rep to provide Project Management and Construction Management services for the Gig Harbor Wastewater Treatment Plant (WWTP) Upgrade and Gig Harbor WWTP Outfall Extension. ~~The contract for construction of the WWTP Upgrade is to be awarded in the 4th quarter of 2008 and the contract for construction of the WWTP Outfall Extension is to be awarded in the first quarter of 2009.~~ This scope of work describes the work to be performed by Parametrix to assist the City of Gig Harbor (City) during the construction phases of both projects. The estimated length of construction to final completion for the WWTP Upgrade is 580 days ~~and the estimated length of construction to final completion for the WWTP Outfall Extension is 300 days from the Notice to Proceed (NTP).~~ This Scope of work and budget assumes that the WWTP Outfall Extension and the WWTP Upgrade projects will run concurrently. With the approval of Change Orders 3 & 4 an additional 120 days will need to be added to the original 580 days to complete the project.

Due to the delay in bidding and award of construction additional services were provided by Parametrix and are identified under the new Task 4.

The overall goals of the project are:

- Represent the City as their Project Construction Manager.
- Complete the projects on time and budget.
- Assist the City with directing and monitoring the progress and quality of construction to ensure that the Contractor complies with the requirements in the contract documents.
- Ensure accurate record drawings are produced at the end of construction by ensuring as-built drawings are maintained by the Contractor.
- Assist plant staff in the start-up of the new facilities.
- Provide on-site coordination at construction meetings.
- Review pay requests and change orders.

PROJECT STAFFING

The following describes responsibilities of key individuals.

City of Gig Harbor

Steve Misiurak – City Engineer

- Review schedules.

- Process Parametrix reviewed and recommended Contractor pay requests and change orders.
- Coordinate the Department of Ecology (DOE) and Public Works trust fund loan documentation requirements.
- Review administrative submittals, including certified payroll for prevailing wage rates.

Darrel Winans – WWTP Supervisor

- Coordinate operation of plant.
- Review proposed plans for construction sequencing, temporary shutdowns, and other activities that affect plant operations.
- Review shop drawings related to process and treatment plant operations.
- Be on site during temporary shutdowns.
- Coordinate staff training schedules.

City Building Officials

- Agencies having jurisdiction completing inspections.
- Sign-off on all building permit requirements including electrical, plumbing, and mechanical.

Parametrix Staff

Jim Dugan – Principal-in-Charge

- Assist in resolution of unresolved issues should they occur during the course of construction.
- Oversee project management and make sure quality assurance measures are addressed.
- Attend public meetings as required by the City.
- Be responsible for Parametrix performance.

Shannon Thompson –Project Manager

- Coordinate efforts between Parametrix and City.
- Be primary contact for City.
- Prepare monthly progress reports and invoices; track budget.

Shannon Thompson – Construction Project Manager

- Coordinate day-to-day construction with City staff, Design Team and Contractor.
- Prepare daily observation reports and construction photos.
- Be primary contact between the Contractor and the Design Team.
- Track and distribute submittals and RFI's.
- Review request for information (RFI) responses.
- Prepare monthly construction progress reports.

- Attend construction meetings on-site.
- Review Contractor schedule and pay request submittals.
- Coordinate review and processing of shop drawings by Design Team.
- Coordinate change orders, including evaluation and preparation.
- Coordinate review of laboratory and shop test reports for materials and equipment.
- Observe testing and checkout of completed facilities and recommend acceptance.
- Implement and maintain master document control system to track correspondence, shop drawing submittals, RFI's, laboratory and test reports, work directives, and change orders.
- Work with City and Design Team to determine substantial completion.
- Ensure preparation of punch lists.
- Coordinate record drawings and file archiving.
- Prepare a construction record report.

Construction Observer—Out fall Project (This task has been deleted)

- ~~• Assist the Construction Managers with day to day construction management.~~
- ~~• Provide additional staffing with the start of the Outfall Construction Phase.~~
- ~~• Observe testing and daily construction activities.~~

Assumption is the following work will be completed by others:

- Perform services during bidding. (A/E)
- Develop work plan. (GC)
- Coordinate O&M manual preparation. (GC)
- Be primary contact for design-related issues. (A/E)
- Review submittals. (A/E)
- Provide engineering input on RFI's, field orders, and change orders. (A/E)
- Develop Engineer's O&M Manual. (A/E)
- Assist in start-up as required. (GC & AE)

TASK 1 – PROJECT MANAGEMENT (THIS TASK WILL BE EXTENDED DUE TO THE EXECUTION OF CHANGE ORDER #3)

Due to the execution of Change Order #3 and the extended project completion date, funds in the amount of \$28,363.14 will need to be reallocated from deleted scope. No new funds are necessary to the current contract. See attached budget spreadsheet.

Objective

Execute the scope of work in an organized manner keeping the City informed of progress during the entire process.

Approach

We will closely monitor the project and keep the City informed of the project status at all times. Problems are to be identified quickly and corrective action pursued with minimal delay, if any, to the overall project. Part of the information to be developed is monthly progress reports and other correspondence, as appropriate. Following is a summary of activities included in project management:

- Ensure that Monthly Reports addressing progress of the work include, but are not limited to:
 - A summary of work completed
 - A summary of work to be completed in the next month
 - A Financial Summary
 - Budget Updates
 - Change Order Status
 - A summary of actual versus scheduled progress
 - Safety Issues
 - A narrative to define delays (if any), problems, needs for responsive action by Design Engineer, and other project needs
- Hold team meetings to coordinate schedule requirements and review technical problems and other matters of significance to the progress of the work.
- Coordinate project documentation, including the following:
 - Prepare necessary project correspondence, letters, memos, meeting minutes, etc., for support of the project work; maintain a central file for written materials.
 - Prepare and submit monthly progress billings to the City.

Deliverables

Monthly progress reports and invoices

Public Meetings

Objective

To assist City staff in keeping the Gig Harbor community informed about the project.

Approach

Parametrix will conduct public meetings as needed.

Assumptions

Parametrix Principal will attend two public meetings; meetings will be scheduled at the beginning and approximately at the halfway point of construction.

Deliverables

Material to present at the meetings as required; minutes from public meetings

TASK 2 AND 3– CONSTRUCTION MANAGEMENT/CONTRACT ADMINISTRATION (THIS TASK WILL BE EXTENDED DUE TO THE EXECUTION OF CHANGE ORDER #3)

Due to the execution of Change Order #3 and the extended project completion date, funds in the amount of \$108,279.63 will need to be reallocated from deleted scope. No new funds are necessary to add to the current contract. See attached budget spreadsheet.

Contractor Issues Resolution

Objective

Resolve issues that develop during construction in a timely fashion.

Approach

Meeting minutes from the twice monthly meetings will be reviewed by the Construction Project Manager and he will coordinate resolution of issues. Issues related to design clarifications will be directed to the Design Team Manager.

Assumptions

None

Deliverables

Correspondence as required

Construction Meetings

Objective

Provide a forum for communication between Owner, Contractor and Engineer of Record during construction.

Approach

Weekly construction meetings will be led by Parametrix for Design Team, Contractor and Owner.

Assumptions

- Design Team will attend twice monthly or as needed during construction.

- Contractor and the Owners Construction Manager will meet weekly to track schedule and budget.

Deliverables

Meeting minutes

Process Pay Requests

Goal

Process Contractor pay requests efficiently and quickly.

Approach

Parametrix will review and recommend for payment: Monthly Contractor pay request then submit to the City for final approval.

Assumptions

None

Deliverables

Monthly pay request review and approval for further processing at the City level

City Responsibilities

Final Review and approval of Contractor pay requests

Submittals and RFI Coordination

Goal

Log, track, distribute and file RFI's and submittals.

Approach

Parametrix will be the point of contact for the Contractor and the Design Team for all submittals and RFI's; track and distribute all submittals and RFI's to the appropriate parties for review; and file and transmit reviewed submittals and RFI's to the Design Engineer, Contractor and City staff.

Assumption

A schedule of all expected submittals will be generated by the Design Engineers to assist project staff in tracking of submittals.

Deliverables

Submittal log, submittal file, RFI log, and RFI file

City Responsibilities

City will receive copies of all submittals for filing.

Field Order / Field Directives (Work Change Directives) Preparation

Goal

Prepare field orders and Field Directives and transmit to Contractor in efficient manner.

Approach

Field Orders/Field Directives will be used to document direction given to the Contractor in the field. A standard format will be used. Field orders will also be used to respond to the Contractor RFI's.

Assumptions

None

Deliverables

Parametrix will provide input as necessary for Field Orders.

City and Design Team Responsibilities

Field Orders and Field Directives will be reviewed by the Design Engineers and approved by the City.

Change Order Preparation

Goal

Coordinate changes in the contract and issue change orders to Contractor in efficient manner

Approach

Change orders will be issued using a standard format as contained in the Project Manual for agreed upon changes to the work. Minor changes will be issued as Field Directives (Work Change Directives) and accumulated to minimize the number of change orders that need to be processed.

Assumptions

None

Deliverables

Parametrix will produce change orders for approval by the City and Contractor. A change order log will be kept for tracking change orders.

City Responsibilities

Review and approve change orders as required. Force account procedures may be used if Owner elects.

CONSTRUCTION OBSERVATION

Field Observation

Goal

Observe key elements of construction to determine that the Contractor is in compliance with the Contract Documents.

Approach

This task will be a joint effort between City staff and Parametrix staff.

Assumption

Parametrix will be on site 5 days/week. The budget for this task is based on a 75-week construction period with a full-time Parametrix construction observer on-site approximately 8 hours per day throughout construction. No overtime work is budgeted.

Deliverables

Daily observation reports and photographs

City Responsibilities

Parametrix will take the lead on this effort and coordinate with City staff as necessary.

Construction Meetings

Goal

Coordinate and attend construction meetings with the Contractor, Design Team and City staff.

Approach

Parametrix will lead weekly construction meetings to coordinate construction tasks with the WWTP operation, discuss construction problems, and review the progress schedule.

Assumptions

Design Team will attend twice monthly or as needed during construction.

Deliverables

Construction meeting minutes

City Responsibilities

Attend each meeting and review meeting minutes

Observe Performance and Material Tests

Goal

Document the performance tests that will be used to determine the acceptance of the facilities for normal operation.

Approach

Parametrix staff will observe and document the testing of concrete, earthwork, asphalt CMV critical equipment, and processes.

Assumptions

- City of Gig Harbor will contract third party materials testing company for QA/QC.
- Parametrix will manage the inspections.

Deliverables

Conformance test results and documentation

City Responsibilities

Conformance test will be reviewed by the City

Project Records

Goal

Organize and archive project records to facilitate future retrieval

Approach

- Compile and maintain punch lists.
- Project files will be kept up to date during the project and be available as a PDF via an FTP site for project staff to view. At the end of the project, files will be purged of nonessential items.

- Complete project closeout documentation (substantial and final completion).

Deliverables

Files ready for archiving; compact disc of all electronic files produced

TASK 4– ADDITIONAL SERVICES (THIS TASK IS FOR THE SERVICES PERFORMED BY PARAMETRIX OUT OF SCOPE AND NOT PART OF THE PREVIOUSLY APPROVED BUDGET)

Funds in the amount of \$70,428.39 will need to be reallocated from deleted scope. No new funds are necessary to add to the current contract. See attached budget sheet.

On-call Services

Coordinating efforts with the Department of Ecology for the City Grant.

Performing pre-construction services and meetings before the construction period began due to delay in awarding the contract and Notice to Proceed.

Services to mitigate heating oil tank discovered during excavation for Clarifier #4

Objective

Assisting the City with assuring the construction project moves forward without delay or potential claims on the project.

Approach

Assist the City in obtaining DOE grant money and fulfilling reporting requirements

Coordinating efforts during the delay in bid process and award of contract in addition to support during the Limited Notice to Proceed

Researched with the development, design and recommendation for Clarifier #2

Assumptions

None

Deliverables

Prepared the necessary correspondence and reports as required to satisfy DOE

Completed the DOE Grant request forms for payment to the City

Providing documentation and correspondence to the City as requested

Negotiated and generated Limited Notice to Proceed and Notice to Proceed

Provided personnel and support during bid, pre construction and limited notice to proceed periods

Prepared documentation to present to Council regarding bid vs. change order process for Clarifier #2

Compiled and created documentation to assist City with design and construction of Clarifier #2

OWNERS PROJECT MANAGEMENT SERVICE FEE PROPOSAL: Gig Harbor WWTP Construction Services for Clarifier #2 and Additional Services

Totals

Division Manager Project Coordinator COA Observer Construction Manager / Project Manager Administrative Staff

Company Staff	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix	Totals
	Jim Duqan	April Whitaker	Bob Kujan	Shannon Thompson	TBD		
Task 1 Project Management							
Duration in months (4.25 weeks per month)	4						
Hours per week	\$179	\$75	\$135	\$135	\$50		
Total hours	3.0	5.0	5.0	5.0	0.5		13.50
	51.00	85.00	0.00	85.00	8.50		229.50
				11,475.00			27,404.00
							959.14
							Expense \$
							Task I Total \$ 28,363.14

Company Staff	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix	Totals
	Jim Duqan	April Whitaker	Bob Kujan	Shannon Thompson	TBD		
Task 2 & 3 Construction Management/Contract Administration							
Duration in months (4.25 weeks per month)	4						
Hours per week	\$179	\$75	\$135	\$135	\$50		
Total hours	1.00	5.00	20.00	20.00	4.00		52.00
	17.00	85.00	340.00	340.00	66.00		864.00
				45,900.00			104,616.00
							3,961.03
							Expense \$
							Phase II Total \$ 108,279.63

Company Staff	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix	Totals
	Jim Duqan	April Whitaker	Bob Kujan	Shannon Thompson	TBD		
Task 4 Additional Services							
Duration in months (4.25 weeks per month)	9						
Hours per week	\$179.00	\$75.00	\$135.00	\$135.00	\$50.00		
Total hours	1	2	10	10	2		15
	38	77	5,737.50	5,737.50	383		68,046.75
							2,381.64
							70,428.39
							Expense \$
							Task IV Total \$
							Total Labor \$ 200,066.75
							Project Total \$ 207,071.16

Company Staff	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix	Parametrix	Totals
	Jim Duqan	April Whitaker	Bob Kujan	Shannon Thompson	TBD		
Task I, II & III Expenses Total							\$ 4,620.77
Task I, II & III Total							\$ 136,642.77
Expense Allowance % of labor							
Deleted Outfall Task Value \$ 267,076.00							
Total time extension and additional services to be reallocated \$ 207,071.16							
Amount to credit back to the City from current approved budget \$ 60,000.00							

Breakout of Estimated Mileage Expenses		
Phase	Number of trips	Miles round trip
Phase 1 Project Management	85	0.585
Bridge tolls	85	2.75
Phase 2 Construction Management	85	0.585
Bridge tolls	85	2.75
Treatment Plant Total		3,649.90

Notes:
 1. Annual salary adjustments of approximately 5%.
 2. Expenses are estimated at 3.5% of Labor but only actual expenses will be billed.
 3. Mileage expenses are included within the estimated Expense Budget.
 4. Job site office / supplies are supplied by others.
 5. Proposed budget is for anticipated end date of February 28, 2011.

Division Manager *[Signature]*
 Project Manager *[Signature]*



Subject: Proposed "Harbor Glen/Block Land"
Annexation (ANX 10-0001)

Proposed Council Action:

Approve revised legal description

Dept. Origin: Planning Department

Prepared by: Tom Dolan 
Planning Director

For Agenda of: September 13, 2010

A. Exhibits: Legal Description,
annexation map

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RSK 9/7/10

Approved as to form by City Atty: by e-mail

Approved by Finance Director: N/A

Approved by Department Head: TD 9/7/10

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

INFORMATION / BACKGROUND

At the July 26, 2010 Council meeting a Notice of Intention to Commence Annexation Proceedings for the Harbor Glen/Block Land LLC properties was considered. The proposed annexation consisted of 34.8 acres located west of Reid Drive NW and generally between 50th Street NW and 44th Street NW. contiguous to city limits, and within the City's Urban Growth Area (UGA). After discussion, the council voted to expand the boundaries of the proposed annexation. When the Council expands the boundaries of a proposed annexation, approval of the revised annexation legal description by resolution is required. The legal description attached to the proposed resolution identifies the expanded boundaries. This description includes the full width of Reid Drive NW right-of-way abutting the proposed annexation.

Pursuant to the process for annexations by code cities in Pierce County, a copy of the revised legal description and map was sent to the Clerk of the Boundary Review Board (BRB) for technical review.

STAFF ANALYSIS

Approval of the revised legal description by resolution is a technical requirement resulting from the Council's decision to expand the proposed boundaries of the annexation and should be approved.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to approve Resolution _____ revising the boundary of the proposed Block Land LLC/Harbor Glen Annexation and approving the circulation of a 60% petition subject to conditions.

EXHIBITS

- A. Attached Legal Description**
- B. Annexation Boundary map
- C. Resolution

CITY OF GIG HARBOR
RESOLUTION NO.

A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION OF THE BLOCK LAND LLC AND HARBOR GLEN PROPERTIES, DECLARING THE CITY COUNCIL'S INTENT TO EXPAND THE BOUNDARIES OF THE PROPOSED ANNEXATION TO INCLUDE ALL OF THE PROPERTIES LOCATED GENERALLY EAST OF SR-16, WEST OF REID DRIVE NW, SOUTH OF HOLLYCROFT STREET NW AND NORTH OF 44TH STREET COURT NW.

WHEREAS, on June 4, 2010, the City of Gig Harbor received a Notice of Intent to Annex approximately 34.8 acres of property located west of Reid Drive NW and generally between 50th Street NW and 44th Street NW, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

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

WHEREAS, on July 26, 2010, the City Council met with the initiators of the petition and voted to authorize the circulation of the annexation petition of an expanded annexation area subject to certain conditions; and

WHEREAS, on August 9, 2010, the applicants submitted a revised legal description (see attached Exhibit A) for the annexation boundaries required by the City Council; now, therefore,

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

Section 1. The Gig Harbor City Council hereby declares its intent to allow the petitioners to circulate a 60% petition to the property owners within the proposed annexation area subject to the following conditions of approval:

1. Simultaneous adoption of zoning of R-1 for the entire property and the subsequent immediate application of an amendment to the Comprehensive Plan Map to designate the currently developed portion of the Harbor Glen property to Residential Medium together with a rezone application for said property to R-3.

2. Assumption of a proportionate indebtedness of the City.

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

Section 3. The City Council shall not take any further action on the annexation proposal until such time as the applicants submit a petition signed by property owners representing 60% of the property value as verified Pierce County.

RESOLVED by the City Council this 13th day of September, 2010.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

FILED WITH THE CITY CLERK: 09/13/10
PASSED BY THE CITY COUNCIL: 09/13/10
RESOLUTION NO.

*Land Development Professional Services***Exhibit 'A'****HARBOR GLEN/BLOCK LAND, LLC
ANNEXATION LEGAL DESCRIPTION**RECEIVED
CITY OF BIG HARBOR
1000 08 2010
COMMUNITY
DEVELOPMENT

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, AND THE NORTHEAST QUARTER OF THE NORTHEAST OF SECTION 20 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21 ALL IN TOWNSHIP 21 NORTH, RANGE 02 EAST, W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF THE PLAT OF RUSHMORE AS RECORDED IN BOOK 30 OF PLATS AT PAGES 55 TO 58, RECORDS OF PIERCE COUNTY, WASHINGTON;

SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION TO IT'S INTERSECTION WITH THE EAST LINE OF THE TACOMA LAKE-CUSHMAN POWER LINE RIGHT OF WAY AS ESTABLISHED AT 100 FEET IN WIDTH;

THENCE SOUTH AND EASTERLY ALONG SAID POWER LINE RIGHT OF WAY, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20;

THENCE EAST ALONG SAID SOUTH LINE TO THE MOST SOUTHEASTERLY CORNER OF THE PLAT OF SANDY COURT DIVISION NO. 2, AS RECORDED IN BOOK 56 OF PLATS AT PAGES 48 TO 49, RECORDS OF PIERCE COUNTY, WASHINGTON;

THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID PLAT OF SANDY COURT DIVISION NO. 2 AND THE NORTHEASTERLY EXTENSION THEREOF, TO THE EAST MARGIN LINE OF REID DRIVE NORTHWEST;

THENCE NORTHERLY AND WESTERLY ALONG SAID EAST MARGIN LINE, TO IT'S INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SAID PLAT OF RUSHMORE;

THENCE WEST ALONG THE EASTERLY EXTENSION THEREOF AND THE NORTH
LINE OF THE SAID PLAT OF RUSHMORE TO THE TRUE POINT OF BEGINNING.

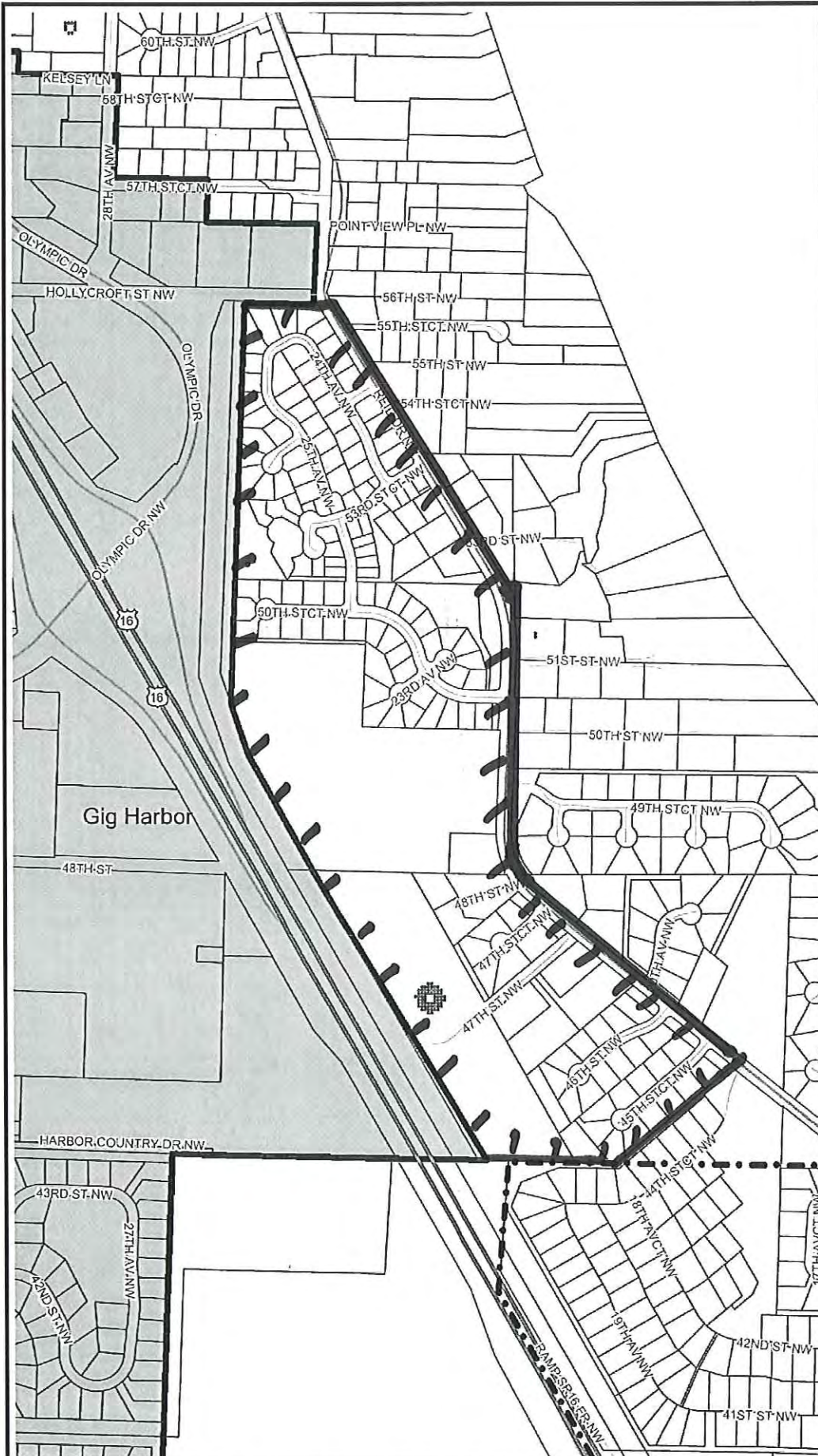


Harbor Glen/Block Land Annexation Legal
Prepared by **BASELINE** Engineering Inc.
BASELINE Job No. 09-055
06/01/10

ANX 10-0001

Map Legend

Revised Annexation Area



0 350 700 ft.



6/11/10 3:41 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.



Business of the City Council
City of Gig Harbor, WA

Subject: Fishermen’s Pier – Dept. of Natural Resources (DNR) Aquatic Lands Lease Assignments

Proposed Council Action:

Authorize the Mayor on behalf of Council to sign DNR Notice of and Consent to Assignment of Harbor Area Lease No. 22-077100 and Tideland Lease No. 20-080894.

Dept. Origin: Administration

Prepared by: Rob Karlinsey
City Administrator

For Agenda of: September 13, 2010

Exhibits: DNR Notice of and Consent to Assignment of Lease (2)
Survey

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: ROK

Approved as to form by City Atty: VIA EMAIL

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure Required	\$2,559.81	Amount Budgeted	See below	Appropriation Required	See below
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INFORMATION/BACKGROUND

In June 2010, the City of Gig Harbor purchased upland property from Madison Shores Marina adjacent to the Soundview Drive street end. The City intends to develop the area into a park for public use and access. Planning and Engineering staff are working with Sitts and Hill on preliminary plans for parking improvements and the future Fishermen’s (Maritime) Pier. The aquatic lease areas have been reduced to the square footage of the existing improvement including 10 foot buffer for access. The City is permitted to use the leasehold for access and planning for potential future development and maintenance of existing improvement.

FISCAL CONSIDERATION

The annual rent for the period of June 28, 2010-June 27, 2011 (rental year) is \$1,559.81. When the City develops the upland into public access, these leases will be amended to be no-fee and the lease area will be increased to include the entire Tidelands Lease Area and Harbor Lease Areas A and B, shown on the survey.

Lease #22-077100 (reduced sq. footage= 2441.12) = \$1,213.19

Lease #20-080894 (reduced sq. footage= 693.82) = \$346.62

\$1,559.81 + (2) \$500 security deposits = \$2,559.81

The funding for the leases will come from the debt issuance proceeds for the acquisition and development of the property.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor on behalf of Council to sign DNR Notice of and Consent to Assignment of Harbor Area Lease No. 22-077100 and Tideland Lease No. 20-080894.

DRAFT August 26, 2010



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

NOTICE OF AND CONSENT TO ASSIGNMENT OF LEASE

Lease No. 20-080894

THIS AGREEMENT is made by and between MADISON SHORES MARINA, LLC, a limited liability corporation, whose address is P.O. Box 2234, Gig Harbor, Washington ("Assignor") and CITY OF GIG HARBOR, a government agency/entity, whose address is 3510 Grandview Street, Gig Harbor, Washington, 98335 ("Assignee").

BACKGROUND

- A. Lease No. 20-080894 was entered into on the 28th day of June, 2004, by and between MADISON SHORES MARINA, LLC as Tenant and the STATE OF WASHINGTON, acting through the Department of Natural Resources, as landlord ("State"), and recorded with the Pierce County Auditor's office under recording number 200707310383, Volume N/A, Page N/A (the "Lease").
- B. Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Tenant under the amended Lease. Assignor acknowledges the receipt and adequacy of consideration given by Assignee for this assignment. The Lease prohibits an assignment without State's consent. State is willing to give its consent based upon the assurances and agreements made in this Agreement.

THEREFORE, the parties agree as follows:

SECTION 1 NOTICE OF ASSIGNMENT

Assignor gives notice of its intent to assign all of its rights, title, and interest as Tenant under the amended Lease to Assignee effective the 28th day of June, 2010, for the balance of the Lease term as provided in the Lease.

DRAFT August 26, 2010

SECTION 2 ACCEPTANCE AND INDEMNIFICATION

Assignee gives notice of its intent to assume the obligations as Tenant under the Lease, and agrees to faithfully perform and discharge those obligations according to the terms of the Lease.

SECTION 3 NO RELEASE

State is not releasing Assignor from fully performing the provisions of the Lease. Assignor remains liable to State to the same extent as if no assignment had been made.

SECTION 4 MODIFICATION OF LEASE AT TIME OF ASSIGNMENT

Assignor agrees that State and Assignee may change, modify, or amend the Lease in any way, including the rent to be paid. The assignment and any modification or amendment to the Lease shall occur contemporaneously. Assignee acknowledges receipt of a copy of the Lease and any previous or contemporaneous amendments. Assignor acknowledges receipt of a copy of the amended Lease. Further assignments may be made, without notice to or consent of Assignor, and without in any manner releasing or relieving Assignor from liability under the Lease. Assignor shall remain liable under all the terms, covenants, and conditions of the Lease as originally executed to the end of the term of the Lease.

Amended clauses will be attached as Exhibit D.

SECTION 5 WARRANTIES

Assignor represents and warrants to State and to Assignee that (i) the Lease is in full force and effect; (ii) Assignor is not in default or breach of the Lease; (iii) Assignor has no knowledge of any claims, offsets, or defenses of any Tenant under the Lease; (iv) rents due subsequent to this assignment have not been paid in advance by any Tenant; and, (v) to the best of Assignor's knowledge, the property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws. Assignor shall defend, indemnify and hold State harmless from any breach of the foregoing warranties and from any claims or causes of action, known or unknown, of Assignor that have or may arise from circumstances that precede this assignment.

DRAFT August 26, 2010

SECTION 6 NOTICE

Assignor instructs State to send all future notices to Assignee. Assignee has the obligation to keep Assignor informed about the activities on the property and Assignee's performance of its obligations under the Lease Assignee shall send to Assignor copies of any notices it receives or sends to State. Assignor has the obligation to remain informed of Assignee's activities on the property, Assignee's performance of its obligations under the Lease, and Assignee's financial condition. State has no obligation to provide Assignor any notice or information concerning the Lease or Assignee and Assignor shall not rely on State to inform Assignor.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

ASSIGNOR:

ASSIGNEE:

MADISON SHORES MARINA, LLC

CITY OF GIG HARBOR

JIM M. SULLIVAN
Member/Partner

CHUCK HUNTER
Mayor

Dated: _____, 20__

Dated: _____, 20__

LISA A. TALLMAN
Member/Partner

Dated: _____, 20__

DRAFT August 26, 2010

CONSENT TO ASSIGNMENT BY STATE

In consideration of the foregoing, State consents to the Assignment of the Lease to Assignee. However, State expressly conditions this consent on the understanding that neither State's consent nor its collection of rent from Assignee shall be a waiver of the covenant against future assignments or subletting. Furthermore, State's acceptance of Assignee as Tenant shall not be construed as releasing Assignor from full performance of the provisions of the Lease. Except as set forth in this Agreement, no provision of this consent alters or modifies any of the terms and conditions of the Lease, including the requirement that the written consent of the State be obtained before any further assignment of the Lease or subletting of the property occurs.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____

PETER GOLDMARK
COMMISSIONER OF PUBLIC LANDS

Approved as to form this
January, 2004
Mike Grossmann, Assistant Attorney General

DRAFT August 26, 2010

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that JIM M. SULLIVAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the member/partner of MADISON SHORES MARINA, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)
Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

DRAFT August 26, 2010

EXHIBIT D

Section 1.1

Exchange exhibit A dated December 7th, 2006 with new exhibit A dated July 26, 2010.

4.1 Annual Rent.

- (a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Three Hundred Seven Dollars and Eighteen Cents (\$ 307.18).

Section 10.2 (a) 1. **Insurance Types and Limits** shall be replaced with the following:

- (a) Insurance Required.
 - (1) Tenant certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Tenant shall provide to State evidence of its status as a self-insured entity. Upon request by State, Tenant shall provide a written description of its financial condition and/or the self-insured funding mechanism. Tenant shall provide State with at least thirty (30) days' written notice prior to any material changes to Tenant's self-insured funding mechanism.

Section 10.4 shall be replaced with the following:

10.4 Financial Security.

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). The Security shall be in an amount equal to Five Hundred Dollars and Zero Cents (\$500.00), which is consistent with RCW 79.105.330, and shall secure Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount in force at all times during the Term of this Lease shall constitute a breach of this Lease.

The following paragraph shall be added to "description of property and facility:"

In June 2010 City of Gig Harbor purchased the adjacent upland property from Madison Shores Marina LLC. City intends to develop lease area into park for public use and access. Funding has yet to be secured and City has not begun redevelopment plans. Lease area has been reduced to

DRAFT August 26, 2010

square footage of the improvements including 10 foot buffer for access.

Section 17 Tenant Section shall be replaced with the following:

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

New Exhibit A.

Section 2.1 Permitted Use of Exhibit B shall be replaced with the following:

Tenant is permitted to use the 693.82 square foot leasehold for access and planning for potential future development and maintenance of existing improvements.

SECTION 4 RENT of Exhibit B shall be replaced with the following:

4.1 Annual Rent. Rent for the period of June 28, 2010 through June 27, 2011 shall be \$307.18 plus a leasehold tax of \$39.44 for a total due at signing of \$346.62.

SECTION 17 NOTICE Exhibit B shall be replaced with the following:

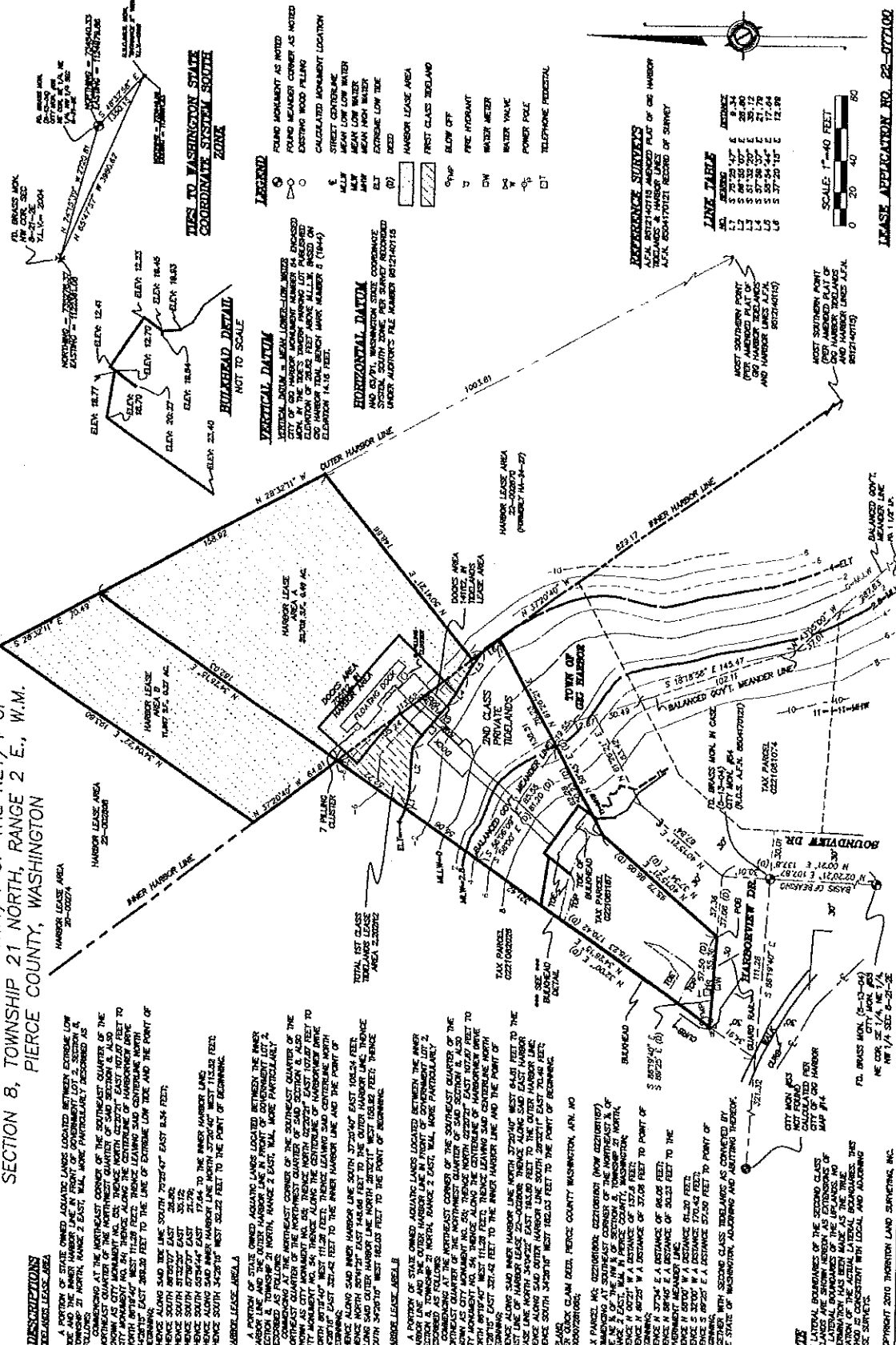
Tenant shall designate a contact person for the Department of Natural Resources. This person has the responsibility of notifying the DNR of the status of the lease. The current contact person is:

Terri Reed
Operations Assistant
Public Works/Operations
3510 Grandview Street
Gig Harbor, WA 98332
Office: 253-853-7640
Email: reedt@cityofgigharbor.net

The current contact for the Department of Natural Resources is:

Pierce County Natural Resource Specialist
Wynnae Wright
950 Farman Avenue North
Enumclaw, WA 98022
360-825-1631 ext. 2008 cell: 206-909-1304

RECORD OF SURVEY FOR AMENDED AQUATIC LEASE NO. 22-0077100 & 20-080894
IN A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 E., W.M., PIERCE COUNTY, WASHINGTON



100501 AMENDED LEASE/PLAT SHEET 1 OF 1
LEASE APPLICATION NO. 22-077100

RECORD OF SURVEY FOR AS REQUESTED BY
CITY OF GIG HARBOR, WA
IN A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 E., W.M., PIERCE COUNTY, WASHINGTON

DATE: 31 AUG 2010
DRAWN: DRM
CHECKED: CAP
FIELD BOOK: 7-12.8
JOB NUMBER: 100501

Thornton and Surveying, Inc.
P.O. BOX 249
GIG HARBOR, WASHINGTON 98335
TELEPHONE (253) 858-8106 / FAX 858-7466

SURVEYOR'S CERTIFICATE
I, THE UNDERSIGNED, BEING A LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF GIG HARBOR, WA.
CITY OF GIG HARBOR, WA
CERTIFICATE NUMBER 30860 DATE: _____

AUDITOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF GIG HARBOR, WA.
DATE: 2010
AT _____ O'CLOCK _____ M. UNDER AUDITOR'S FILE NUMBER _____
BY: _____ DEPUTY COUNTY AUDITOR

REDUCED LEASEHOLD AREA IN TIDELANDS:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT:

A PORTION OF STATE OWNED AQUATIC LANDS LOCATED BETWEEN EXTREME LOW TIDE AND THE INNER HARBOR LINE IN FRONT OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO KNOWN AS CITY MONUMENT NO. 55; THENCE NORTH 02°20'21" EAST 107.87 FEET TO CITY MONUMENT NO. 54; THENCE ALONG THE CENTERLINE OF HARBORVIEW DRIVE NORTH 86°19'40" WEST 111.28 FEET; THENCE LEAVING SAID CENTERLINE NORTH 34°26'15" EAST 269.20 FEET TO THE LINE OF EXTREME LOW TIDE;

THENCE ALONG SAID TIDE LINE SOUTH 75°25'47" EAST 9.34 FEET;

THENCE SOUTH 86°55'07" EAST 28.80 FEET;

THENCE SOUTH 51°32'20" EAST 9.69 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 51°32'20" EAST 25.43 FEET;

THENCE SOUTH 57°59'37" EAST 9.12 FEET;

THENCE LEAVING SAID TIDE LINE NORTH 44°15'17" EAST 50.46 FEET;

THENCE NORTH 49°29'27" WEST 76.73 FEET;

THENCE SOUTH 41°14'00" WEST 33.18 FEET;

THENCE SOUTH 51°02'09" EAST 40.79 FEET;

THENCE SOUTH 44°15'17" WEST 20.57 FEET TO THE POINT OF BEGINNING.

LYING SOUTHWESTERLY OF THE INNER HARBOR LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO KNOWN AS CITY MONUMENT NO. 55; THENCE NORTH 02°20'21" EAST 107.87 FEET TO CITY MONUMENT NO. 54; THENCE ALONG THE CENTERLINE OF HARBORVIEW DRIVE NORTH 86°19'40" WEST 111.28 FEET; THENCE LEAVING SAID CENTERLINE NORTH 34°26'15" EAST 321.42 FEET TO THE INNER HARBOR LINE AND THE POINT OF BEGINNING; THENCE ALONG SAID INNER HARBOR LINE SOUTH 37°20'40" EAST 113.52 FEET TO THE TERMINUS.

693.82 square feet

AQUATIC LANDS
Aquatic Lease

Application and Lease No. **20-080894**

Region: South Puget Sound

To lease the unplatted 1st class tidelands of Gig Harbor in Gig Harbor in Pierce County.

Date Filed: March 5th, 2007

Description: For the purpose of constructing and maintaining a new marine for moorage of large vessels on unplatted 1st class tidelands of Gig Harbor in conjunction with their use of the associated harbor area in front of this tideland lease.

Located in front of Lot 14 of S.P. Judson's Subdivision within Government Lot 2 in Section 8, Township 21 North, Range 2 East, Willamette Meridian.

Name: Madison Shores Marina, LLC

Address: 8725 Randall Drive NW

City: Gig Harbor

State: Wa.

Zip: 98332

Plate No. TF27-133 (Note 81)

Encumbrances of Record

Class	Number	Event	Expire Date	Agent	Date Applied or Granted
LSE	22-077100	H.A.	Pending	Tangodoe Investment Properties, LLC	4/4/2006

No Special Notations

Title Examiner: Erik Nedergard

Application Register:

Plate:

Instrument

Register:

Plate:

Erik Nedergard
3/5/2007
Erik Nedergard
8/7/2007

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

AQUATIC LANDS LEASE

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- EXHIBIT A: LEGAL DESCRIPTION AND SURVEY
- EXHIBIT B: PLAN OF OPERATIONS AND MAINTENANCE
- EXHIBIT C: SEDIMENT SAMPLING

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

AQUATIC LANDS LEASE

AQUATIC LANDS LEASE NO. 20-080894

THIS LEASE is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and MADISON SHORES MARINA, LLC, a limited liability company ("Tenant").

BACKGROUND

Tenant desires to lease the aquatic lands commonly known as Gig Harbor, which are unplatted first class tidelands located in Pierce County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease.

THEREFORE, the parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").
- (b) This Lease is subject to all valid interests of third parties noted in the records of Pierce County, or on file in the office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) Not included in this Lease are any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not unreasonably interfere with Tenant's Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant prepared Exhibit A, which describes the Property. Tenant warrants that Exhibit A is a true and accurate description of the Lease boundaries and the improvements to be constructed or already existing in the Lease area.
- (b) Tenant shall not rely on any written legal descriptions, surveys, plats, or diagrams ("property description") provided by State. Tenant shall not rely on State's approval or acceptance of Exhibit A or any other Tenant-provided property description as affirmation or agreement that Exhibit A or other property description is true and accurate. Tenant's obligation to provide a true and accurate description of the Property boundaries shall be a material term of this Lease.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant has inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for access and planning for potential future development and maintenance of existing improvements as outlined in Section 7.2 (the "Permitted Use"), and for no other purpose. The Permitted Use is described or shown in greater detail in Exhibit B, the terms and conditions of which are incorporated by reference and made a part of this Lease. This is a water-dependent use.

2.2 Restrictions on Use.

- (a) Tenant shall not cause or permit any damage to natural resources on the Property.
- (b) Tenant shall also not cause or permit any filling activity to occur on the Property or adjacent state-owned aquatic land. This prohibition includes any deposit of rock, earth, ballast, wood waste, refuse, garbage, waste matter (including chemical, biological, or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Property, except as approved in writing by State.
- (c) Tenant shall neither commit nor allow waste to be committed to or on the Property or adjacent state-owned aquatic land.
- (d) Failure to Comply with Restrictions on Use.
 - (1) If State gains actual knowledge of Tenant's failure to comply with any of the restrictions set out in this Subsection 2.2, State may notify Tenant and provide Tenant a reasonable time to take all steps necessary to remedy the

failure and restore the Property to the condition before the failure occurred.

- (2) If Tenant fails to restore the Property in a timely manner, then State may take any steps reasonably necessary to restore the Property. Upon demand by State, Tenant shall pay all costs of any remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Property.
- (e) State's failure to notify Tenant of Tenant's failure to comply with all or any of the restrictions set out in this Subsection 2.2 does not constitute a waiver of any remedies available to State.
- (f) This section shall not in any way limit Tenant's liability under Section 8, below.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use or occupancy of the Property.

2.4 Liens and Encumbrances. Tenant shall keep the Property free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is ten (10) years (the "Term"), beginning on the 28th day of June, 2004 (the "Commencement Date"), and ending on the 27th day of June 2014 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

- (a) Early Termination. Per RCW 79.125.410, this Lease shall be subject to termination upon ninety days' notice to the Tenant in the event that State shall decide that it is in the best interest of the State of Washington that the Property or such portion thereof consisting of unplatted first class tidelands be surveyed and platted.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant.

3.3 End of Term.

- (a) Upon the expiration or termination of this Lease, Tenant shall surrender the Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- (b) Definition of Reasonable Wear and Tear.

- (1) Reasonable wear and tear is defined as deterioration resulting from the intended use of the leasehold that has occurred without neglect, negligence, carelessness, accident, or abuse of the premises by Tenant or any other person on the premises with the permission of Tenant.
 - (2) Reasonable wear and tear shall not include any deposit of rock, earth, ballast, wood waste, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Property that State has not expressly approved of in writing regardless of whether the deposit is incidental to or the byproduct of the intended use of the leasehold.
- (c) If Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.
- (1) State shall provide Tenant a reasonable time to take all steps necessary to remedy the condition of the Property. State, at its option, may require Tenant to enter into a right-of-entry or other use authorization prior to the Tenant entering the Property to remedy any breach of this Subsection 3.3.
 - (2) If Tenant fails to remedy the condition of the Property in a timely manner, then State may take any steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Property, lost rent resulting from the condition of the Property prior to and during remedial action, and any administrative costs associated with the remedial action.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which may be terminated by either party on thirty (30) days' written notice.
 - (1) The monthly rent during the holdover shall be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
 - (2) Payment of more than the monthly rent shall not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.

- (b) If State provides a notice to vacate the Property in anticipation of the termination of this Lease or at any time after the Termination Date and Tenant fails to do so within the time set forth in the notice, then Tenant shall be a trespasser and shall owe the State all amounts due under RCW 79.02.300 or other applicable law.

SECTION 4 RENT

4.1 Annual Rent.

- (a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Five Hundred Seventy Two Dollars and Thirty One Cents (\$572.31).
- (b) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), shall be due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter.

4.2 Payment Place. Payment is to be made to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Use. Annual Rent is based on Tenant's Permitted Use of the Property, as described in Section 2 above. If Tenant's Permitted Use changes, the Annual Rent shall be adjusted as appropriate for the changed use.

4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. Notice of any adjustments to the Annual Rent that are allowed by Paragraphs 4.5(b) shall be provided to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.
- (b) Procedures on Failure to make Timely Adjustment. In the event the State fails to provide the notice required in Paragraph 4.4(a), it shall be prohibited from collecting any adjustments to rent only for the year in which it failed to provide notice. No failure by State to adjust Annual Rent pursuant to Paragraph 4.4(a) shall affect the State's right to establish Annual Rent for a subsequent lease year as if the missed or waived adjustment had been implemented. The State may adjust, bill, and collect Annual Rent prospectively as if any missed or waived adjustments had actually been implemented. This includes the implementation of any inflation adjustment and any rent revaluations that would have been authorized for previous lease years.

4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which the rent is revalued under Paragraph 4.5(b) below. This adjustment shall be effective on the anniversary of the Commencement Date.

- (b) **Revaluation of Rent.** At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) **Rent Cap.** After the initial year's rent is determined under Subsection 4.1, rent may increase by operation of Paragraph 4.5(a) or 4.5(b). If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, the actual increase implemented in such year shall be limited to fifty percent (50%) of the then-existing rent, in accordance with RCW 79.105.260. The balance of the increase determined by the formula shall be deferred to subsequent years and added to the next and subsequent years' rental increases until the full amount of the increase is lawfully implemented.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities in connection with the use and occupancy of the Property, including but not limited to electricity, water, gas, and telephone service.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Property, Tenant's leasehold interest, the improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. Tenant may, in good faith, contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against any loss or liability by reason of such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of any amounts required to be paid under the terms of this Lease.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with the provisions of Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Late Charge. If State does not receive any rental payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the amount of the payment or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay. Failure to pay rent constitutes a default by the Tenant and State may seek remedies under Section 14 as well as late charges and interest as provided in this section.

6.2 Interest Penalty for Past-Due Rent and Other Sums Owed.

- (a) If State does not receive rent within thirty (30) days of the date due, then Tenant shall pay interest on the amount outstanding at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Subsection 6.1, above.
- (b) If State pays or advances any amounts for or on behalf of Tenant, including but not limited to leasehold taxes, taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials pursuant to Subsection 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance.

6.3 Referral to Collection Agency and Collection Agency Fees. If State does not receive payment within thirty (30) days of the due date, State has discretion to refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount. Under RCW 19.16.500, a collection agency fee of up to fifty percent (50%) of the first One Hundred Thousand Dollars (\$100,000) of unpaid debt and up to thirty-five percent (35%) of unpaid debt over One Hundred Thousand Dollars (\$100,000) is reasonable.

6.4 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. In the absence of an election, the payment or receipt shall be applied first to accrued taxes which State has advanced or may be obligated to pay, then to other amounts advanced by State, then to late charges and accrued interest, and then to the earliest rent due. State may accept any payment in any amount without prejudice to State's right to recover the balance of the rent or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment shall constitute or be construed as accord and satisfaction.

6.5 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, rent and all other sums payable by Tenant pursuant to this Lease shall be paid without the requirement that State provide prior notice or demand, and shall not be subject to any counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) Improvements. Consistent with RCW 79.105 through 79.145, Improvements are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.

- (b) **Personal Property.** Personal property is defined as items that can be removed from the Property without (1) injury to the Property or Improvements or (2) diminishing the value or utility of the Property or Improvements.
- (c) **State-Owned Improvements.** State-Owned Improvements are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) **Tenant-Owned Improvements.** Tenant-Owned Improvements are Improvements made by Tenant with State's consent or acquired by Tenant from former tenant in accordance with RCW 79.125.300 or 79.130.040.
- (e) **Unauthorized Improvements.** Unauthorized Improvements are Improvements made on the Property without State's prior consent or Improvements made by Tenant that are not in conformance with plans submitted to and approved by the State.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Property: timber pier, concrete floats, and creosote piling. The Improvements are Tenant-Owned Improvements.

7.3 Construction, Alteration, Replacement, and Modification.

- (a) Tenant shall not place, construct, remove, or demolish Improvements without State's prior written consent. State may deny consent if State determines that denial is in the best interests of the State. State's consent is not required for routine maintenance or repair to Improvements made by the Tenant pursuant to its obligation to maintain the Property in good order and repair. Routine maintenance or repair does not include alteration, replacement, removal, or major repair of any Improvements on the Property. Subsection 7.4 shall govern removal of Improvements at end of Lease.
- (b) Prior to any placement, construction, alteration, replacement, removal, or major repair of any Improvements (whether State-Owned or Tenant-Owned), Tenant shall submit to State plans and specifications that describe the proposed activity. If State does not notify Tenant of its grant or denial of consent within sixty (60) days of submittal, State waives the requirement for State's written consent with regards to Tenant's proposed plans or activity.
- (c) Construction shall not commence until Tenant has obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. The performance and payment bond shall be maintained until the costs of construction, including all laborers and material persons, have been paid in full.

- (d) Upon completion of construction, Tenant shall promptly provide State with as-built plans and specifications.
- (e) State shall not charge rent for authorized Improvements installed by Tenant during this Lease, but State may charge rent for such Improvements when and if the Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Subsection 7.4.

7.4 Disposition and Removal of Tenant-Owned Improvements at End of Lease.

(a) Disposition

- (1) Tenant shall remove Tenant-Owned Improvements upon the expiration, termination, or cancellation of the Lease unless State waives the requirement for removal.
- (2) Tenant-Owned Improvements remaining on the Property on the expiration, termination or cancellation date shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership. If RCW 79.125.300 or 79.130.040 apply at the time this Lease expires, Tenant may be entitled to payment by the new tenant for Tenant-Owned Improvements.
- (3) If Tenant-Owned Improvements remain on the Property after the expiration, termination, or cancellation date without State's actual or deemed consent, Tenant-Owned Improvements, State may remove all Improvements and Tenant shall pay the costs of removal and disposal.

(b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.

- (1) State has option to waive removal of any or all Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant re-leases the Property.
- (2) If Tenant re-leases the Property, State may waive requirement remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.
- (3) If Tenant does not re-lease the Property, State has option to waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:

- (i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.
 - (ii) State, within ninety (90) days, shall notify Tenant whether State consents to any or all Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days shall be deemed a denial of the request.
- (c) Removal.
- (1) Tenant shall not remove or demolish Tenant-Owned Improvements without State's prior written consent.
 - (2) At least ninety (90) days prior to planned removal and/or demolition, Tenant shall submit to State plans and specifications that describe the proposed activity. If regulatory permits are required for removal and/or demolition of Improvements, Tenant shall submit plans and specifications at least sixty (60) days before submitting permit applications to the regulatory agencies unless Tenant and State otherwise agree to coordinate permit applications.
 - (3) Within sixty (60) days of receiving Tenant's plans and specifications, State shall notify Tenant that State grants consent for removal and/or demolition as proposed. State may impose additional conditions reasonably intended to protect and preserve the Property. State also may waive removal of any or all Improvements.
 - (4) State's failure to respond to Tenant's submittal within sixty (60) days shall be a waiver of the requirement for State's consent and Tenant may commence with the proposed activity.
- (d) Tenant's Obligations if State Waives Removal.
- (1) Tenant shall not remove Improvements if State waives the requirement for removal of any or all Tenant-Owned Improvements.
 - (2) Tenant shall maintain such Improvements in accordance with this Lease until the expiration, termination, or cancellation date. Tenant shall be liable to State for cost of repair if Tenant causes or allows damage to Improvements State has designated to remain.

7.5 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements shall be the property of State, unless State elects otherwise.
- (b) State, at its option, may either:
 - (1) Consent to Tenant ownership of the Improvements, or
 - (2) Charge rent for use of the Improvements from the time of installation or construction and
 - (i) Require Tenant to remove the Improvements, in which case Tenant shall pay rent for the Improvements until removal,
 - (ii) Consent to Improvements remaining and Tenant shall pay rent for the use of the Improvements, or
 - (iii) Remove Improvements and Tenant shall pay for the cost of removal and disposal, in which case Tenant shall pay rent for use of the Improvements until removal and disposal.

7.6 Disposition of Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the Termination Date. Tenant shall be liable for any and all damage to the Property and any Improvements that may result from removal of Personal Property.
- (c) State, at its option, may sell or dispose of all Personal Property left on the Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Tenant to the State, and State shall pay the remainder, if any, to the Tenant.
 - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule,

regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, including, but not limited to, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 *et seq.*, as amended; Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended; Washington's Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended; and Washington's Sediment Management Standards, WAC Chapter 173-204.

- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a) or any similar event defined under any such law.
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care established under MTCA, RCW 70.105D.040.

8.2 General Conditions.

- (a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Property and
 - (2) Adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances arises from Tenant's use of the Property.
- (b) Standard of Care.
 - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
 - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties affecting Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law, including – but not limited to – RCW 70.105D.040.

8.3 Current Conditions and Duty to Investigate.

- (a) Hazardous Substances are known to exist in, on, under, or above the Property. These are identified in Exhibit C, which is attached for information only and is not incorporated in the Lease. State makes no representations or warranties of any kind or nature regarding the accuracy, completeness, or any other matter relating to Exhibit C. Hazardous Substances other than those identified in Exhibit C may exist in, on, under, or above the Property.

- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Property and the existence, scope, and location of any Hazardous Substances on the Property, or adjacent to the Property, that allows Tenant to meet Tenant's obligations under this Lease.

8.4 Use of Hazardous Substances.

- (a) Tenant, its subtenants, contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that:
 - (1) Result in a release or threatened release of Hazardous Substances, or
 - (2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Tenant's occupancy of the Property.

8.5 Management of Contamination.

- (a) Tenant shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities;
 - (2) Result in human or environmental exposure to contaminated sediments;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation.
- (b) If requested, Tenant shall allow reasonable access to:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of any Hazardous Substance;
 - (3) Any lien or action arising from the foregoing;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to the Property, adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances could arise from the Tenant's use of the Property, and any other property used by Tenant in conjunction with Tenant's use of the Property where a release or the presence of Hazardous Substances on the other property would affect the Property.
- (c) Tenant shall provide State with copies of all documents concerning environmental issues associated with the Property, and submitted by Tenant to any federal, state or local authorities. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) "Liabilities" as used in this Subsection 8.7 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.
- (b) Tenant shall fully indemnify, defend, and hold State harmless from and against any liabilities that arise out of, or are related to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant, its subtenants,

contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees regardless of whether the act occurs before, during, or after the Term of this Lease;

- (2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination resulting from any act or omission of Tenant, its subtenants, contractors, agents, employees, guests, invitees, or affiliates regardless of whether the release, threatened release, or exacerbation occurs before, during, or after the Term of this Lease.
- (c) Tenant shall fully indemnify, defend, and hold State harmless for any and all liabilities that arise out of or are in any way related to Tenant's breach of obligations under Subsection 8.5.
 - (d) Third Parties.
 - (1) Tenant has no duty to indemnify State for acts or omissions of third parties unless Tenant fails to exercise utmost care with respect to the foreseeable acts or omissions of the third party and the foreseeable consequences of those acts or omissions to the extent required to establish a viable third-party defense under the law, including – but not limited to – RCW 70.105D.040. Tenant's third-party indemnification duty arises under the conditions described in Subparagraph 8.7(d)(2).
 - (2) If an administrative or legal proceeding arising from a release or threatened release of Hazardous Substances finds or holds that Tenant failed to exercise care as described in Subparagraph 8.7(d)(1), Tenant shall fully indemnify, defend, and hold State harmless from and against any liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances. This shall include any liabilities arising before the finding or holding in the proceeding.

8.8 Reservation of Rights.

- (a) For any environmental liabilities not covered by the indemnification provisions of Subsection 8.7, the parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence, release, or threatened release of Hazardous Substances that either party may have against the other under federal, state, or local laws, including, but not limited to, CERCLA, MTCA, and the common law.
- (b) This Lease affects no right, claim, immunity, or defense either party may have against third parties, and the parties expressly reserve all such rights, claims, immunities, and defenses.

- (c) The provisions under this Section 8 do not benefit, or create rights for, third parties.
- (d) The allocations of risks, liabilities, and responsibilities set forth above do not release either party from, or affect the liability of either party for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

8.9 Cleanup.

- (a) If Tenant's act, omission, or breach of obligation under Subsection 8.4 results in a release of Hazardous Substances, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law. Cleanup actions shall include, without limitation, removal, containment, and remedial actions.
- (b) Tenant's obligation to undertake a cleanup under Section 8 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards.
- (c) At the State's discretion, Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with State (DNR) in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without State (DNR) approval of final plans. Nothing in the operation of this provision shall be construed as an agreement by State (DNR) that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup shall not be a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 8.4, above, Tenant shall promptly reimburse State for all costs associated with such Tests.
- (c) State shall not seek reimbursement for any Tests under this Subsection 8.10 unless State provides Tenant written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, except when such Tests are in response to an emergency. Tenant shall reimburse State for Tests performed in response to an emergency if State has provided such notice as is reasonably practical.

- (d) Tenant shall be entitled to obtain split samples of any Test samples obtained by State, but only if Tenant provides State with written notice requesting such samples within twenty (20) calendar days of the date Tenant is deemed to have received notice of State's intent to conduct any non-emergency Tests. Tenant solely shall bear the additional cost, if any, of split samples. Tenant shall reimburse State for any additional costs caused by split sampling within thirty (30) calendar days after State sends Tenant a bill with documentation for such costs.
- (e) Within sixty (60) calendar days of a written request (unless otherwise required pursuant to Paragraph 8.6(c), above), either party to this Lease shall provide the other party with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the Property performed by or on behalf of State or Tenant. There is no obligation to provide any analytical summaries or expert opinion work product.

8.11 Closeout Assessment.

- (a) State has discretion to require Tenant to conduct a Closeout Environmental Assessment ("Closeout Assessment") prior to Termination of the Lease.
- (b) The purpose of the Closeout Assessment shall be to determine the existence, scope, or effects of any Hazardous Substances on the Property and any associated natural resources. The Closeout Assessment may include sediment sampling.
- (c) State shall provide Tenant with written notice that a Closeout Assessment is required no later than one hundred eighty (180) calendar days prior to the Termination Date, or within ninety (90) days of any valid notice to terminate the lease earlier than originally agreed.
- (d) Within sixty (60) days of State's notice that Closeout Assessment is required and before commencing assessment activities, Tenant shall submit a proposed plan for conducting the Closeout Assessment in writing for State's approval.
- (e) If State fails to approve or disapprove of the plan in writing within sixty (60) days of its receipt, the proposed plan shall be deemed approved.
- (f) Tenant shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.
- (g) If the initial results of the Closeout Assessment disclose that Hazardous Substances may have migrated to other property, State may require additional Closeout Assessment work to determine the existence, scope, and effect of any Hazardous Substances on adjacent property, any other property subject to use by Tenant in conjunction with its use of the Property, or on any associated natural resources.

- (h) Tenant shall submit Closeout Assessment to State upon completion.
- (i) As required by law, Tenant shall report to the appropriate regulatory authorities if the Closeout Assessment discloses a release or threatened release of Hazardous Substances.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall not be unreasonably conditioned or withheld.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any sale, conveyance, mortgage, assignment, pledge, sublet, or other transfer or encumbrance if said transfer will result in more sub-Tenants, partial assignees, or sub-divided interest holders. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
 - (1) changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
 - (2) the agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant.
- (d) State's consent under this Subsection 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer shall not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for approval.

- (b) All subleases shall meet the following requirements:
- (1) The sublease shall be consistent with and subject to all the terms and conditions of this Lease;
 - (2) The sublease shall confirm that this Lease shall control if the terms of the sublease conflict with the terms of this Lease;
 - (3) The term of the sublease (including any period of time covered by a renewal option) shall end before the Termination Date of the initial Term or any renewal term;
 - (4) The sublease shall terminate if this Lease terminates, whether upon expiration of the Term, failure to exercise an option to renew, cancellation by State, surrender, or for any other reason;
 - (5) The subtenant shall receive and acknowledge receipt of a copy of this Lease;
 - (6) The sublease shall prohibit the prepayment to Tenant by the subtenant of more than the annual rent;
 - (7) The sublease shall identify the rental amount to be paid to Tenant by the subtenant;
 - (8) The sublease shall confirm that there is no privity of contract between the subtenant and State;
 - (9) The sublease shall require removal of the subtenant's Improvements and trade fixtures upon termination of the sublease;
 - (10) The subtenant's permitted use shall be within the Permitted Use authorized by this Lease; and
 - (11) The sublease shall require the subtenant to meet all obligations of Tenant under Section 10, Indemnification, Financial Security Insurance.

9.4 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of less than one year does not require State's written consent or approval pursuant to Subsections 9.1 or 9.3. Tenant shall conform moorage sublease agreements to the sublease requirements in Subsection 9.3.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any and all claims arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.
- (b) "Claim" as used in this Subsection 10.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property and damages resulting from loss of use of the Property.
- (c) State shall not require Tenant to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
- (d) Tenant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.
- (e) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) At its own expense, Tenant shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Subsection 10.2 and in Subsection 10.3, Insurance Types and Limits. Failure to maintain the required insurance may result in termination of this Lease at the State's option.
 - (2) All insurance should be issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. State's risk manager shall review and approve any exception before acceptance by State. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.

- (3) The State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees shall be named as an additional insured on all general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies.
 - (4) All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
- (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
 - (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
- (c) Proof of Insurance.
- (1) Tenant shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance shall reference additional insureds and the Lease number.
 - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State shall be provided written notice before cancellation or non-renewal of any insurance required by this Lease, in accordance with the following:
- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, State shall be given ten (10) days' advance notice of cancellation; otherwise, State shall be provided forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, State shall be given ten (10) days' advance notice of cancellation; otherwise, State shall be provided forty-five (45) days' advance notice of cancellation or non-renewal.

- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as it deems necessary.
 - (2) New or modified insurance coverage shall be in place within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, at its option, State shall either:
 - (1) Deem the failure an Event of Default under Section 14, or
 - (2) State shall have the right to procure and maintain comparable substitute insurance and to pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Subsection 6.2 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease will be adequate to protect Tenant.
 - (2) Coverage and limits shall not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) Any insurance proceeds payable by reason of damage or destruction to property shall be first used to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL or MGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

- (2) CGL insurance shall be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance shall have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
- (1) State of Washington Workers' Compensation.
 - (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Tenant. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.
 - (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Worker's Act. Certain work or services under this Lease may require insurance coverage for longshore and harbor workers other than seaman as provided in the Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 *et. seq.*). Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Tenant is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
 - (3) Jones Act. Certain work or services under this Lease may require insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Tenant is fully responsible for ascertaining if such insurance is required and shall

maintain insurance in compliance with this Act. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.

- (c) Employer's Liability Insurance. Tenant shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
 - (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance shall be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy shall be waived. State shall be included as an insured and a loss payee under the property insurance policy.
 - (2) Tenant shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of boilers, fired or unfired vessels, electric or steam generators, or pipes.
 - (3) In the event of any loss, damage, or casualty which is covered by one or more of the types of insurance described above, the parties to this Lease shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which shall be held in trust by State, including interest earned by State on such proceeds, for use according to the terms of this Lease. The parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).
 - (4) When sufficient funds are available, using insurance proceeds described above, the parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
 - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a

quality and usefulness at least equivalent to, or more suitable than, damaged building(s) and/or Improvements.

10.4 Financial Security.

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). The Security shall be in an amount equal to One Thousand Dollars (\$1,000.00), which is consistent with RCW 79.105.330, and shall secure Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount in force at all times during the Term of this Lease shall constitute a breach of this Lease.
- (b) All Security shall be in a form acceptable to the State.
 - (1) Bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. State's risk manager shall review and approve any exception before acceptance by State.
 - (2) Letters of credit, if approved by State, shall be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, shall allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the amount of Security:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.

- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security shall not relieve Tenant of liability, shall not limit any of State's other remedies, and shall not reinstate or cure the default or prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. This Lease does not obligate State to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements (regardless of ownership) in good order and repair, in a clean, attractive, and safe condition. Tenant's obligations under this Subsection 11.2 shall be in addition to Tenant's obligations under Subsections 2.2 and 3.3 of this Lease.
- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property which may be required by any public authority.
- (c) Tenant shall make all additions, repairs, alterations, replacements, or changes to the Property and to any Improvements on the Property in accordance with Section 7, Improvements, above. Section 7 shall govern ownership.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall promptly give written notice to State. Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and any Improvements as nearly as possible to its condition immediately prior to the damage or destruction.
- (b) State shall not be deemed to have actual knowledge of the damage or destruction of the Property or any Improvements without Tenant's written notice.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each claim waived. No claim is waived unless State waives with specificity.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property shall not be conditioned upon

the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless this Lease is terminated by mutual agreement, there shall be no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. In the event Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State shall then have the right to retain any and all insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

- (a) **Taking.** The term "taking," as used in this Lease, means that an entity authorized by law exercises the power of eminent domain, either by judgment or settlement in lieu of judgment, over all or any portion of the Property and any Improvements. Taking includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of the State, prevents or renders impractical the Permitted Use. A total taking occurs when the entire Property is taken. A partial taking occurs when the taking does not constitute a total taking as defined above.
- (b) **Voluntary Conveyance.** The terms "total taking" and "partial taking" shall include a voluntary conveyance, in lieu of formal court proceedings, to any agency, authority, public utility, person, or corporate entity empowered to condemn property.
- (c) **Date of Taking.** The term "date of taking" shall mean the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If during the Term there shall be a total taking, the leasehold estate of Tenant in the Property shall terminate as of the date of taking. If this Lease is terminated, in whole or in part, all rentals and other charges payable by Tenant to State and attributable to the Property taken shall be paid by Tenant up to the date of taking. If Tenant has pre-paid rent, Tenant will be entitled to a refund of the pro rata share of the pre-paid rent attributable to the period after the date of taking. In the event of a partial taking, there shall be a partial abatement of rent from the date of taking in a percentage equal to the percentage of Property taken.

13.3 Allocation of Award.

- (a) In the event of any condemnation, the award shall be allocated between State and Tenant based upon the ratio of the fair market value of (1) Tenant's leasehold

estate and Tenant-Owned Improvements on the Property and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements.

- (b) In the event of a partial taking, this ratio will be computed on the basis of the portion of Property or Improvements taken.
- (c) If Tenant and State are unable to agree on the allocation, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant shall be in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay Annual Rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Proceedings are commenced by or against Tenant under any bankruptcy act or for the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

- (a) A default shall become an event of default ("Event of Default") if Tenant fails to cure the default within the applicable cure period after State provides Tenant with written notice of default, which specifies the nature of the default.
- (b) The cure period shall be ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period shall be thirty (30) days.
- (c) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure. This Paragraph 14.2 is effective regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) Without terminating this Lease, State may also relet the Property on any terms and conditions as State in its sole discretion may decide are appropriate.

- (1) If State elects to relet, rent received by it shall be applied: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
 - (2) Tenant shall be responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
 - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
- (c) State's reentry or repossession of the Property under Paragraph 14.3(b) shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless State gives a written notice of termination to Tenant or termination is decreed by legal proceedings.

SECTION 15 ENTRY BY STATE

State shall have the right to enter the Property at any reasonable hour to inspect for compliance with the terms of this Lease. State's failure to inspect the Property shall not constitute a waiver of any rights or remedies under this Lease.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant shall be responsible for determining the extent of its right to possession and for defending its leasehold interest.

16.2 In the Event of Eviction by Third Party. In the event Tenant is evicted from the Property by reason of successful assertion of any of the rights of any third party, this Lease shall terminate as of the date of the eviction. In the event of a partial eviction, Tenant's rent

obligations shall abate as of the date of the partial eviction, in direct proportion to the extent of the eviction, but in all other respects, this Lease shall remain in full force and effect.

SECTION 17 NOTICE

Any notices required or permitted under this Lease may be personally delivered, delivered by facsimile machine, or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District Aquatics Region
950 Farman Avenue North
Enumclaw, WA 98022-9282

Tenant: MADISON SHORES MARINA LLC
8725 Randall Drive NW
Gig Harbor, WA 98332

A notice shall be deemed given and delivered upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after being mailed as set forth above, whichever is applicable. All notices must identify the lease number to which the notice pertains. Notices transmitted by facsimile machine shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant will provide evidence satisfactory to State confirming these representations. This Lease is entered into by State pursuant to the authority granted it in Chapters 79.105 to 79.135 RCW and the Constitution of the State of Washington.

18.2 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits and addenda, if any, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property, if any, are merged into this Lease.

18.5 Waiver.

- (a) The waiver by State of any breach or default of any term, covenant, or condition of this Lease shall not be deemed a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, shall not constitute waiver of State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded to State by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease shall be applicable to one or more persons, as the case may be. The singular shall include the plural, and the neuter shall include the masculine and feminine. If there is more than one Tenant, their obligations shall be joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations.

18.9 Invalidity. If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for Thurston County, Washington.

18.11 Recordation. Tenant shall record this Lease or a memorandum documenting the existence of this Lease in the county in which the Property is located, at Tenant's sole expense. The memorandum shall contain, at a minimum, the Property description, the names of the parties to the Lease, the State's lease number, and the duration of the Lease. Tenant shall provide State with recording information, including the date of recordation and file number. Tenant shall have thirty (30) days from the date of delivery of the final executed agreement to comply with the requirements of this Subsection 18.11. If Tenant fails to record this Lease, State may record it and Tenant shall pay the costs of recording upon State's demand.

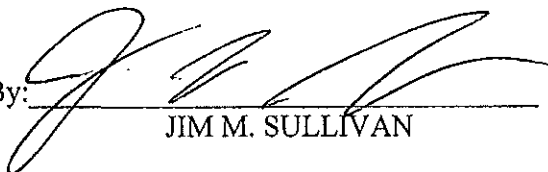
18.12 Modification. Any modification of this Lease must be in writing and signed by the parties. Oral representations or statements shall not bind either party.

18.13 Survival. Any obligations of Tenant which are not fully performed upon termination of this Lease shall not cease, but shall continue as obligations until fully performed.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

Tenant: MADISON SHORES MARINA
LLC

Dated: May 9, 2007

By: 
JIM M. SULLIVAN

Title: Member/Partner

Address:

Dated: May 9, 2007

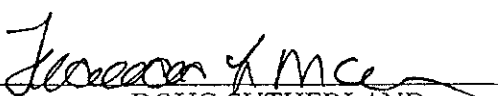
By: 
LISA A. TALLEMAN

Title: Member/Partner

Address:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 7/11, 2007


By: 
~~DOUG SUTHERLAND~~
FRANCKA L. MCWARR

Title: Commissioner of Public Lands
Ag. LANDS STEWARD

Address: Shoreline District Aquatics Region
950 Farman Avenue North
Enumclaw, WA 98022-9282

Standard Aquatic Lands Lease
Approved as to Form on June 7, 2006

By: Janis Snoey
Assistant Attorney General
State of Washington


PROCESSED

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WA)
County of Pierce) ss

I certify that I know or have satisfactory evidence that JIM M. SULLIVAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member/Partner of Madison Shores Marina LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

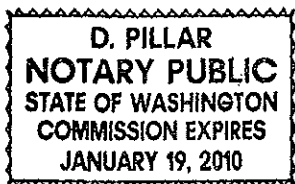
Dated: 5/9/2007

D Pillar

(Signature)

D Pillar

(Print Name)



Notary Public in and for the State of
Washington, residing at
Pierce Co.

My appointment expires 1/19/2010

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WA)
) ss
County of Pierce)

I certify that I know or have satisfactory evidence that LISA A. TALLMAN is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Member/Partner of Madison Shores Marina LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

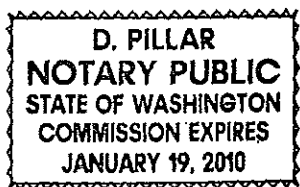
Dated: 5/9/2007

D Pillar

(Signature)

D Pillar

(Print Name)



Notary Public in and for the State of Washington, residing at

Pierce Co,

My appointment expires 1/19/2010

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)

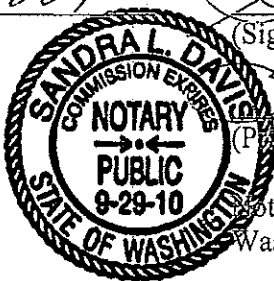
County of Thurston)^{SS}

I certify that I know or have satisfactory evidence that DOUG SUTHERLAND is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

July 11, 2007

Sandra L Davis
(Signature)



SANDRA L. DAVIS
(Print Name)

Notary Public in and for the State of Washington, residing at

Olympia

My appointment expires 9-29-10

EXHIBIT B

PLAN OF DEVELOPMENT, OPERATION, AND MAINTENANCE

Lease No. 20-080894

Madison Shores Marina, LLC

Site address: 3003 Harborview Dr. Gig Harbor, WA 98335

Mailing address: 8725 Randall Dr. NW Gig Harbor, WA 98332

DESCRIPTION OF THE PROPERTY AND FACILITY

The Madison Shores Marina, LLC (herein referred to as Madison) property is located on the southwest shore of Gig Harbor in the city of Gig Harbor, Washington. The lease area occupies 2,202 square feet (0.05 acres) of unplatted first class State owned tidelands. A second lease for the harbor area portion of the lease area is being issued under lease number 22-077100.

Madison purchased the upland property (CPN 0221081187) in 2004 and took possession of the improvements located on State owned aquatic lands from the former owner, Del Stutz, on June 28, 2004 per court order (04-2-06229-8). Madison is currently undergoing a voluntary clean-up on the upland property for contaminated soil and groundwater under the supervision of the Washington Department of Ecology.

Improvements remaining on State owned aquatic lands include portions of the remnant timber pier, wood floats with Styrofoam floatation and creosote piling as detailed in Exhibit A.

Future Use and Condition

Any changes to the Permitted Use must be authorized by the State and an Amendment to the lease must be completed before any changes occur on the Property.

SECTION 2 USE

2.1 Permitted Use

Tenant is permitted to use the 2,202 square foot leasehold for access and planning for potential future development and maintenance of existing improvements.

2.3 Conformance with Laws

This lease does not authorize Tenant to occupy the Property with any new improvements or allow Tenant to proceed with any alteration of the Property. Any changes to the Permitted Use must be authorized by the State and an Amendment to the lease must be completed before any changes occur on the Property.

SECTION 4 RENT

4.1 Annual Rent. Total rent due at signing of lease is: \$343.01.

Per negotiation, rent for the period of June 28, 2004 through December 2, 2006 will not be charged due to the fact that neither the Tenant nor the State knew that Tenant owned improvements were located on State owned, unplatted, first class tidelands. On December 29, 2006 Tenant filed an aquatic lands survey with Pierce County which showed Tenant owned improvements on State owned, unplatted, first class tidelands, therefore rent is charged from this date forward.

<u>Date</u>	<u>Base Rent</u>	<u>PPI</u>	<u>LHT</u>	<u>Total</u>
June 28, 2004- June 27, 2005:	N/A	N/A	N/A	\$N/A
June 28, 2005- June 27, 2006:	N/A	N/A	N/A	\$N/A
June 28, 2006- Dec. 28, 2006:	N/A	N/A	N/A	\$N/A

Six months rent for the period of December 29, 2006 through June 27, 2007, based on the current leasehold area of 0.05 acres totals \$343.01, broken down as follows:

<u>Date</u>	<u>Base Rent</u>	<u>PPI</u>	<u>LHT</u>	<u>Total</u>
Dec. 29, 2006- June 27, 2007:	286.16	17.82	39.03	\$343.01

SECTION 7 IMPROVEMENTS

7.3 Construction, Alteration, Replacement and Modification. No construction or demolition may occur on the Property until an amendment to the lease is completed. Tenant shall provide State with documentation showing that Tenant has obtained all applicable permits when Tenant provides plans and specifications describing the proposed activity as required by Section 7.3 Construction.

SECTION 8 ENVIRONMENTAL LIABILITY/ RISK ALLOCATION

8.6 Notification and Reporting. Tenant will immediately notify State of any violation received from any regulatory agency. In addition to reviewing any plans associated with remedying the violations, State may attach additional requirements for asset protection of state-owned aquatic lands.

SECTION 17 NOTICE

Tenant shall designate a contact person for the Department of Natural Resources. This person has the responsibility of notifying the DNR of the status of the lease. The current contact person is:

Jim Sullivan
8725 Randall Drive NW.
Gig Harbor, WA 98332
253-851-2633 cell: 206-406-1313

The current contact for the Department of Natural Resources is:

Pierce County Natural Resource Specialist
Wynnae Wright
950 Farman Avenue North
Enumclaw, WA 98022
360-825-1631 ext. 2008 cell: 206-909-1304



MEMORANDUM

Project No.: 040104-001-01

May 2, 2005

To: Jim Sullivan, Tangodoe Investment Properties
From: Jeremy Porter and Chip Goodhue
Re: **Summary of Sediment Sampling Results**
Former Stutz Oil Property

This memorandum presents the results of sediment sampling completed by Aspect Consulting in tidelands adjacent to the former Stutz Oil property located at 3003 Harborview Drive in Gig Harbor, Washington (see Figure 1). The property currently includes a contiguous lease of approximately 5,000 square feet of Department of Natural Resources (DNR) tidelands. Tangodoe Investment Properties (Tangodoe) is applying for an expansion of the DNR tidelands lease area to accommodate a new marina facility. The area of the proposed lease expansion is shown on Figure 2. This investigation was completed in response to a DNR request that Tangodoe collect and analyze sediment samples to establish a sediment quality baseline in the existing and proposed lease areas. The chemicals evaluated in this study included polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), which were detected in a previous 2001 sediment study, and metals.

Summary of Previous 2001 Sediment Sampling

A previous sediment investigation was completed in the current DNR lease area by Associated Earth Sciences in 2001 (AESI 2001). Two sediment samples were collected from beneath the former fueling dock. These samples were composited into one sample (SO-SS1) and analyzed for total organic carbon, PAHs, metals, and PCBs. Concentrations of metals and total organic carbon (TOC)-normalized PAHs were below Washington State Sediment Quality Standards (SQS). The total TOC-normalized PCB concentration of 12 milligrams/kilogram OC (mg/kg) in the composited sample was equal to the SQS and was well below the Washington State Sediment Cleanup Screening Level (CSL) of 65 mg/kg. Excerpts of the 2001 study, including sediment sampling methodology and results, are included in Attachment 3.

Summary of 2005 Sediment Sampling

Field Sampling Methods

Three sediment samples (SED-1, SED-2, and SED-3) were collected by Aspect Consulting from Gig Harbor tidelands adjacent to the former Stutz Oil property on April 6, 2005. Sample locations are shown on Figure 2. Samples SED-1 and SED-2 were located in the proposed expanded marina lease area, and SED-3 was located just north of the former fueling dock in the current lease area. Sampling location data, including coordinates measured with GPS, are provided in Tables 1 and 2.

811 First Avenue, Suite 400 Seattle, WA 98104 Tel: (206) 328-7443 Fax: (206) 438-5853
www.aspectconsulting.com

MEMORANDUM

May 2, 2005

Project No.: 040104 -001 -01

Samples were collected by Aspect Consulting and Research Support Services from a boat using a 0.1-m³ stainless steel Van Veen sediment grab sampler. The sampler was inspected to ensure that the jaws had closed properly. The overlying water was siphoned off, and sediment from the upper 10 cm was scooped out, without touching the sampler sides, using a stainless steel spoon and placed in a stainless steel bowl. Samples were homogenized, logged, and placed in laboratory-supplied pre-cleaned glass jars. Sample jars were labeled and placed in a cooler containing ice for storage. The samples were then delivered to Analytical Resources, Inc. in Tukwila, Washington for analysis. Sampling equipment was cleaned before each sampling event by scrubbing with Afconox and rinsing with tap water.

Sediment samples at all three locations consisted of slightly silty to silty grey to grey-brown sand with organics and shell fragments. Sediments at the SED-3 location also contained abundant shells and rocks, which were removed from the sample before submittal to the laboratory.

Analytical Results

Sediment samples were analyzed for the following chemicals:

- Arsenic, Cadmium, Chromium, Copper, Lead, Silver, and Zinc by EPA Method 6010;
- Mercury by EPA Method 7471;
- PCBs by EPA Method 8082; and
- PAHs by EPA Method 8270C.

The total organic carbon content of the sediments was also measured so that organic analyte concentrations could be converted to an organic carbon basis, as required for comparing concentrations to Washington State SQS and CSL criteria. Results for PAHs and PCBs are provided in Table 1, and results for metals are provided in Table 2. Sediment results are also compared to Washington State SQS and CSL criteria. Laboratory certificates of analysis are attached.

A summary of sediment analytical results is as follows:

- **Metals** – None of the metals analyzed were detected at concentrations above the Washington State SQS. The results were generally consistent with concentrations detected in the 2001 sediment study, with the exception that the concentrations of mercury in these three samples were lower than the mercury concentration measured in the 2001 composite sample. Detected metal results were generally consistent with typical background marine sediment metals concentrations for urban bays (as provided in the Ecology SEDQUAL database).
- **PCBs** – PCBs were not detected in any of the three sediment samples. TOC-normalized detection limit concentrations were well below both the Washington State SQS and CSL for PCBs in all three samples.
- **PAHs** – PAHs were not detected in sediment sample SED-1. Fluoranthene was detected in sample SED-2 at a concentration slightly above the detection limit, but well below the Washington State SQS. Low concentrations of several PAHs were detected in sediment sample SED-3. The detected PAH concentrations in sample SED-3 were generally

Page 2

May 2, 2005

MEMORANDUM

Project No.: 040104-001-01

consistent with typical background marine sediment concentrations for urban bays, and were below the Washington State SQS for both the individual detected and total PAHs

Conclusions

Sediment samples collected during this study from within both the current and proposed lease areas contained PAHs and metals at concentrations consistent with typical background urban marine sediment concentrations. No exceedences of the Washington State SQS were detected for PAHs or metals in any of the samples. PCBs were not detected in any of the three samples collected in this study. PCBs were detected in the 2001 composite sample, collected from the present lease area, at a concentration equal to the SQS.

Attachments:

Figure 1 -- Site Vicinity Map

Figure 2 -- Sample Location Map

Table 1 -- Summary of Analytical Results for Sediment Samples -- PAHs and PCBs

Table 2 -- Summary of Analytical Results for Sediment Samples -- Metals

Excerpts from Environmental Site Assessment Report (AESR, 2001)

Laboratory Certificates of Analysis -- Analytical Resources, Inc.

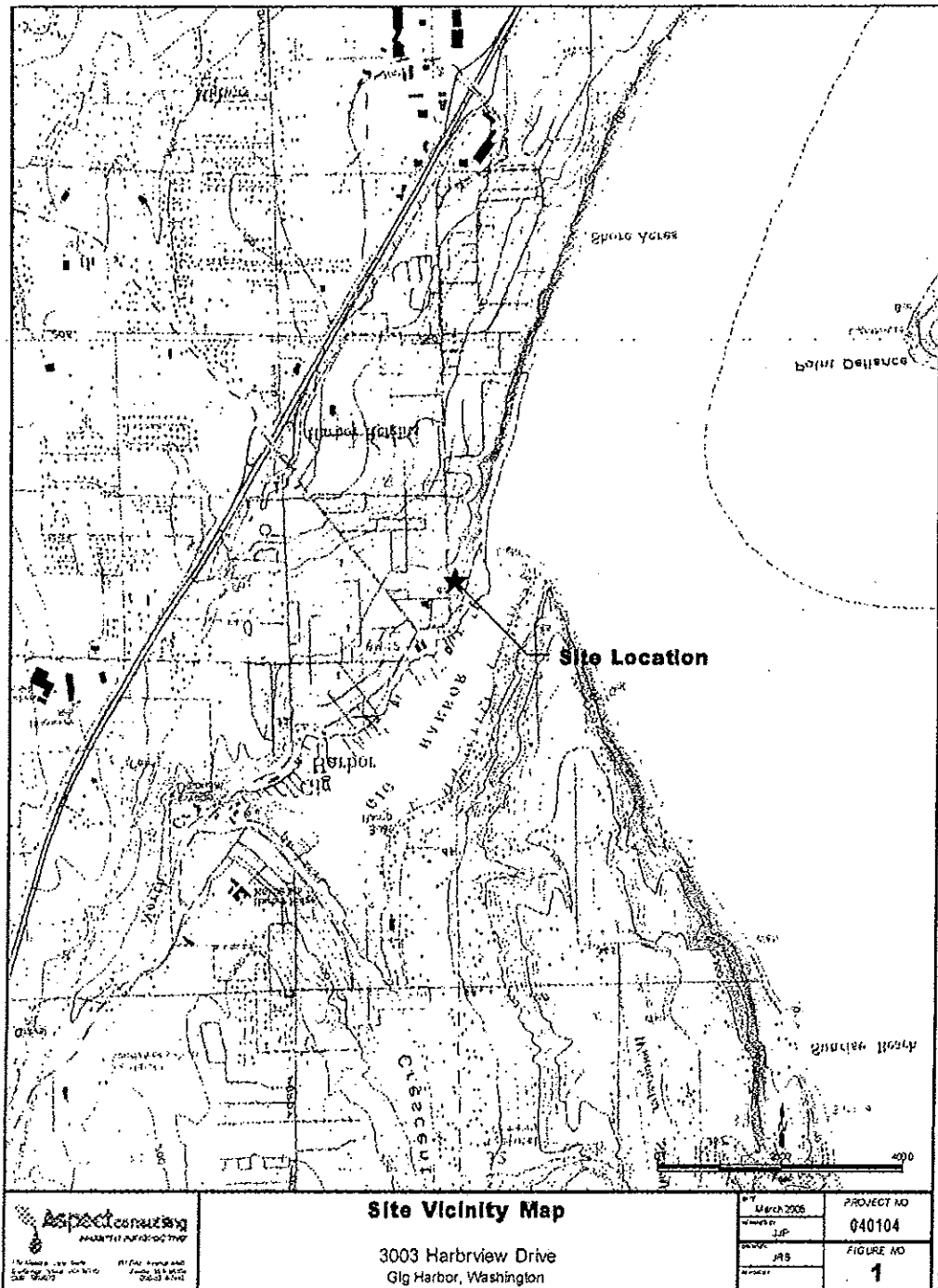
V:\040104\StuzzOilSedimentMemo\StuzzOilSedimentData\MemoFinal.doc

Table 2 - Summary of Analytical Results for Sediment Samples - Metals

Sample Name	Detected Concentration in mg/kg			Screening Level Concentration in mg/kg	
	SED-1	SED-2	SED-3	Sediment Quality Standards	Sediment Cleanup Screening Level
Sample Date	4/6/2005	4/6/2005	4/6/2005		
Sample Location (NAD 83)					
Latitude	47.33016587238 *	47.32995655657 *	47.33000667673 *		
Longitude	122.5779522621 7 *	122.5777356355 4 *	122.5782607052 2 *		
Depth of Mudline in Feet (at time of sampling)	32	31	21		
Sample Time	11:10	11:33	12:36		
Predicted Tide in Feet (at time of sampling)	3.8	4.0	6.2		
Depth of Sample below mudline in cm	0 to 10	0 to 10	0 to 10	WAC 173-204-320(e)	WAC 173-204-520(e)
Metals by EPA Method 6010					
Arsenic	7 U	6 U	6	57	93
Cadmium	0.3 U	0.3	0.4	5.1	6.7
Chromium	19.7	17.1	18.5	260	270
Copper	55.3	15.0	33.4	330	330
Lead	10	11	13	450	530
Silver	0.4 U	0.4 U	0.4 U	6.1	6.1
Zinc	38.1	34.0	45.5	410	960
Metals by EPA Method 7471A					
Mercury	0.08 U	0.08	0.08	0.41	0.59

Notes:
U = Not Detected at Indicated Detection Limit
na = no applicable screening criteria
nc = not considered for chemicals with SMS criteria

V:\04\04 Sub Oil Sediment Mon\ Sediment Data Tables - Table 2 Metals Data



INCLER JEPSON - STUTZ OIL PROPERTY ENVIRONMENTAL SITE ASSESSMENT REPORT

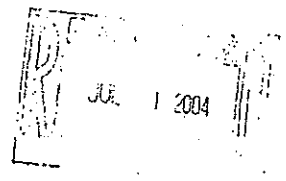
V. Jim Sullivan
Tangodoe Investment Properties
cell 206-406-1513
Tangodoe@aol.com

WEDNESDAY
DUE

ENVIRONMENTAL SITE ASSESSMENT REPORT

OFF: 253 851 2633
STUTZ OIL PROPERTY

CABIN 360 377-4902
3003 Harborview Road
Gig Harbor, Washington



Prepared for:
MultiCare Health System
P.O. Box 5296
Tacoma, Washington

Dynamic note → in
7000, 9000 Address
NAT to 7000

Prepared by:
Associated Earth Sciences, Inc.
911 5th Avenue, Suite 100
Kirkland, Washington 98033
425-827-7701
Fax: 425-827-5424

September 24, 2001
Project No. KVO0263B

Jim Sullivan

4.0 SEDIMENT SAMPLE COLLECTION AND ANALYSIS

Sediment samples were collected by field personnel from AESI on July 26, 2001. All samples were collected using AESI's standard sampling and decontamination protocols and following procedures described in the 1995 Washington State Department of Ecology (Ecology) publication, *Sediment Sampling and Analysis Plan Appendix* (Ecology Publication No. 95-XXX).

A total of two sediment samples were collected using a Van Veen surface sediment grab sampler leased from the University of Washington. The sampler was decontaminated prior to use and between sample locations with an Alconox soap solution followed by rinsing with distilled, deionized water. Samples collected for analysis were placed in 4-ounce borosilicate glass sample containers with Teflon lids supplied by the laboratory. After the samples were collected, they were placed in a cooler, chilled with frozen gel packs, and transported directly to Friedman & Bruya, Inc. in Seattle, Washington by the AESI site assessor under standard chain-of-custody procedures. The laboratory chain of custody is located in Appendix B

4.1 Physical Description of Sediments

The sediment sample collected during this survey is described below. Samples were collected from two locations shown in Figure 2 and composited in the laboratory into one sample (SO-SS1). Sample SO-SS1 was a black to dark gray, muddy silt with a trace of fine-grained sand, collected from approximately 13.5 feet below the surface of the bay at high tide from the fueling dock. Large quantities of barnacle shells were observed in the samples, and had to be

September 24, 2001

ASSOCIATED EARTH SCIENCES, INC.

Stutz Oil Property
Port Orchard, Washington

Environmental Site Assessment Report

screened out in order to collect enough fine-grained sediment for analysis. The presence of a thick layer of barnacle shells on the bay bottom may be related to a report of a past harbor-wide barnacle die-off reported by one of the workers at Stutz Oil (not associated with operations at Stutz Oil).

4.2 Sediment Sample Analytical Results

The composite sediment sample collected was analyzed for total petroleum organic carbon (TOC), polynuclear aromatic hydrocarbons (PNAs, high and low molecular weight), and polychlorinated biphenyls (PCBs) as aroclors. Analytical results for sediments collected during the July 26, 2001 sampling event are presented in Tables 5 through 9 below. Results of the analyses are discussed in Section 4.3.

Table 5
Sediment Sampling Analytical Results
Total Organic Carbon (TOC)
(Sample results are in percent)

Sample Number	Date Collected	Matrix	TOC mg/kg dry	TOC (percent)	TOC Expressed as Decimal Fraction
SO-SS1	07-26-01	Sediment	16,500	1.65	0.0165

REGULATED EARTH SCIENCES, INC.

Sand Oil Property
Port Orchard, Washington

Environmental Site Assessment Report

Table 6
Sediment Sampling Analytical Results
Sediment Management Standards: Semivolatile Organic Compounds
Low Molecular Weight Polynuclear Aromatic Hydrocarbons (LPNAs)
Sample Number SO-SS1
(Sample results are in mg/kg, ppm)

LPNA	Dry Weight/ppm	ppm Organic Carbon (1.65 %)
Naphthalene	<0.03	NC
Acenaphthylene	<0.03	NC
Acenaphthene	<0.03	NC
Fluorene	<0.03	NC
Phenanthrene	<0.03	NC
Anthracene	<0.03	NC
TOTAL	0.03	1.82

NC = Not calculated: below detection limits

Table 7
Sediment Sampling Analytical Results
Sediment Management Standards Semivolatile Organic Compounds
High Molecular Weight Polynuclear Aromatic Hydrocarbons (HPNAs)
Sample Number SO-SS1
(Sample results are in ppm)

HPNA	Dry Weight/ppm	ppm Organic Carbon (1.65%)
Fluoranthene	<0.03	NC
Pyrene	<0.03	NC
Benzo[a]anthracene	<0.03	NC
Chrysene	<0.03	NC
Total benzo[fluoranthenes	<0.03	NC
Benzo[a]pyrene	<0.03	NC
Indeno[1,2,3-cd]pyrene	<0.03	NC
Dibenz[a,h]Anthracene	<0.03	NC
Benzo[g,h,i]perylene	<0.03	NC
TOTAL	0.03	1.82

NC = Not calculated: below detection limits

¹ Although individual PAHs were not detected, sediment management standards state that the total of the organic constituents be at least equal to the detection limit reported by the laboratory.

Smuz Oil Property
Pom Orchard, Washington

Environmental Site Assessment Report

Table 8
Sediment Sampling Analytical Results
Sediment Management Standards: PCBs as Aroclors
Sample Number SO-SSI
Presented as Total Aroclors and TOC Normalized
(Sample results are in ppm)

Aroclor	Total Aroclor in ppm	ppm Organic Carbon (1.65 %)
Aroclor 1016	<0.1	ND
Aroclor 1242	<0.1	ND
Aroclor 1248	<0.1	ND
Aroclor 1254	0.2	12.1
Aroclor 1260	<0.1	ND
Aroclor 1221	<0.1	ND
Aroclor 1232	<0.1	ND
TOTAL PCB AROCLORS	0.2	12.1

Table 9
Sediment Sampling Analytical Results
Sediment Management Standards: Total Metals Dry Weight -
Arsenic (As), Cadmium (Cd), Chromium (Cr), Copper (Cu),
Lead (Pb), Mercury (Hg), Silver (Ag), Zinc (Zn)
(Sample results are in ppm)

Sample Number	As	Cd	Cr	Cu	Pb	Hg	Ag	Zn
SO-SSI	<10	<1.0	7.5	37	15	0.37	<1.0	44

4.3 Discussion of Sediment Sample Analytical Results

Analytical results presented in this report were compared with Puget Sound numerical criteria (SQS⁸ and CSL¹⁰) as recommended in the 1995 Ecology publication, *Sediment Sampling and Analysis Plan, Appendix*.

⁸ SQS = Marine Sediment Quality Standards (WAC 173-204-120)
¹⁰ CSL = Cleanup Screening Level

ASSOCIATED EARTH SCIENCES, INC.

*Slutz Oil Property
Poni Orchard, Washington*

Environmental Site Assessment Report

The total organic carbon (TOC) content of the sample was analyzed by the lab to use in percent total carbon content sample normalization calculations. The dry weight concentration of the organic analyte is divided by the decimal fraction of the average TOC content (1.65 percent average carbon content or 0.0165) and then compared to the sediment management standards. Low and high molecular weight polynuclear aromatic hydrocarbons (LPNAs and HPNAs) were not detected in the sediment sample at stated laboratory method detection limits. PCBs were detected at 0.2 parts per million (ppm) dry weight, normalized to TOC of 1.65 percent to 12.1 ppm. This result is slightly above the SQS (12 ppm) standard and below the CSL (65 ppm) sediment management standard.

Arsenic, cadmium, and silver were not detected in the sample at stated laboratory analytical limits. Copper was present in the sediment at 37 ppm, below the SQS (390 ppm) and CSL (390 ppm) sediment management standards. Lead was present in the sediment at 15 ppm, below the SQS (450 ppm) or CSL (530 ppm) sediment management standards. Mercury was present in the sediment at 0.37 ppmt, below the SQS (0.41 ppm) and CSL (0.59 ppm) sediment management standards. Zinc was present in the sediment at 44 ppm, below the SQS (410 ppm) or CSL (960 ppm) sediment management standards.

5.0 CONCLUSIONS AND RECOMMENDATIONS

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

James E. Bruya, Ph.D.
Charlene Morrow, M.S.
Yeiena Aravkina, M.S.
Bradley T. Benson, B.S.
Kurt Johnson, B.S.

3012 16th Avenue West
Seattle, WA 98119-2029
TEL: (206) 285-8282
FAX: (206) 283-5044
e-mail: fbi@isomedia.com

August 13, 2001

Richard Simpson, Project Manager
Associated Earth Sciences, Inc.
911 5th Avenue, Suite 100
Kirkland, WA 98033

Dear Mr. Simpson:

Included are the results from the testing of material submitted on July 30, 2001 from your Stutz KV00263B project. The sample SO-SS1 was sent to North Creek Analytical for total organic carbon analysis. Review of the enclosed report indicates that all quality assurance was within acceptance limits.

Any samples that may remain are currently scheduled for disposal in 30 days. If you would like us to return your samples or arrange for long term storage at our offices, please contact us as soon as possible.

We appreciate this opportunity to be of service to you and hope you will call if you should have any questions.

Sincerely,

FRIEDMAN & BRUYA, INC.



Kurt Johnson
Chemist

Enclosures

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For PNA Compounds By EPA Method 8270C

Client Sample ID: SO-SS1	Client: Associated Earth Sciences, Inc.
Date Received: 07/30/01	Project: Stutz KV00263B
Date Extracted: 08/06/01	Lab ID: 107131-31
Date Analyzed: 08/07/01	Data File: 080711.D
Matrix: Sediment	Instrument: GCMS3
Units: ug/g (ppm)	Operator: YA

Surrogates:	% Recovery	Lower Limit	Upper Limit
Nitrobenzene-d5	69	54	111
2-Fluorobiphenyl	63	48	115
Terphenyl-d14	78	52	114

Compounds:	Concentration: ug/g (ppm)
Naphthalene	<0.03
2-Methylnaphthalene	<0.03
Acenaphthylene	<0.03
Acenaphthene	<0.03
Fluorene	<0.03
Phenanthrene	<0.03
Anthracene	<0.03
Fluoranthene	<0.03
Pyrene	<0.03
Benz(a)anthracene	<0.03
Chrysene	<0.03
Benzo(h)fluoranthene	<0.03
Benzo(k)fluoranthene	<0.03
Benzo(b)pyrene	<0.03
Indeno(1,2,3-cd)pyrene	<0.03
Dibenzo(a,h)anthracene	<0.03
Benzo(g,h,i)perylene	<0.03

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

Analysis For Semivolatile Compounds By EPA Method 8270C

Client Sample ID:	Method Blank	Client:	Associated Earth Sciences, Inc.
Date Received:	07/30/01	Project:	Stutz KV00263B
Date Extracted:	08/06/01	Lab ID:	01-524 mb
Date Analyzed:	08/06/01	Data File:	080607.D
Matrix:	Soil	Instrument:	GCMS3
Units:	ug/g (ppm)	Operator:	YA

	% Recovery	Lower Limit	Upper Limit
Surrogates:			
Nitrobenzene-d5	75	54	111
2-Fluorobiphenyl	66	48	116
Terphenyl-d14	65	52	114

Compounds:	Concentration: ug/g (ppm)
Naphthalene	<0.03
2-Methylnaphthalene	<0.03
Acenaphthylene	<0.03
Acenaphthene	<0.03
Fluorene	<0.03
Phenanthrene	<0.03
Anthracene	<0.03
Fluoranthene	<0.03
Pyrene	<0.03
Benzo(a)anthracene	<0.03
Chrysene	<0.03
Benzo(b)fluoranthene	<0.03
Benzo(k)fluoranthene	<0.03
Benzo(a)pyrene	<0.03
Indeno(1,2,3-cd)pyrene	<0.03
Dibenzo(a,h)anthracene	<0.03
Benzo(g,h,i)perylene	<0.03

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

Date of Report: 08/13/01
Date Received: 07/30/01
Project: Stutz KV00263B
Date Extracted: 08/03/01
Date Analyzed: 08/06/01

RESULTS FROM THE ANALYSIS OF THE SEDIMENT SAMPLE
FOR PCBs AS AROCLORS
USING EPA METHOD 8082
Results Reported on a Dry Weight Basis
Results Reported as µg/g (ppm)

Sample ID Laboratory ID	Aroclor								Surrogate (% Recovery)
	1221	1232	1016	1242	1248	1254	1260	1262	
SO-SS1 107131-31	<0.1	<0.1	<0.1	<0.1	<0.1	0.2	<0.1	<0.1	93
Method Blank	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	104

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

James E. Bruya, Ph.D.
Charlene Morrow, M.S.
Yelena Aravkina, M.S.
Bradley T. Benson, B.S.
Kurt Johnson, B.S.

3012 16th Avenue West
Seattle, WA 98119-2029
TEL: (206) 285-8282
FAX: (206) 281-5044
e-mail: fbi@isomedia.com

September 19, 2001

Richard Simpson, Project Manager
Associated Earth Sciences, Inc.
911 5th Avenue, Suite 100
Kirkland, WA 98033

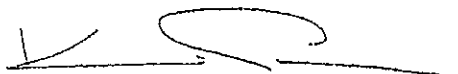
Dear Mr. Simpson:

Included are the results from the additional testing of material submitted on July 30, 2001 from your Stutz KV00263B project. The sample S0-SS1 was sent to North Creek Analytical, Inc. for total mercury analysis. Review of the enclosed report indicates that all quality assurance was acceptable.

We appreciate this opportunity to be of service to you and hope you will call if you should have any questions.

Sincerely,

FRIEDMAN & BRUYA, INC.


Kurt Johnson
Chemist

Enclosures
AE10019R.DOC



Seattle 11725 North Creek Pkwy N, Suite 400, Bellevue, WA 98004-4141
 425.425.9200 fax 425.425.9170
 Spokane 11115 Montgomery, Suite 9, Spokane, WA 99205-4776
 509.324.3200 fax 509.374.9190
 Portland 1405 SW Nimbus Avenue, Beaverton, OR 97001-7122
 503.508.9250 fax 503.505.9110
 Bend 20332 Emson Avenue, Suite F-1, Bend, OR 97701-5111
 541.283.1370 fax 541.282.7588

Friedman & Bruys
 3012 16th Ave W
 Seattle WA/USA, 98119-3039

Project: Michele Costales
 Project Number: 107131
 Project Manager: Michele Costales

Reported:
 09/10/01 10:41

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S-0-SS1	BIG0718-01	Soil	07/26/01 15:00	07/31/01 15:50

North Creek Analytical - Bethell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Janine Gardiwan
 Janine Gardiwan, Project Manager

North Creek Analytical, Inc.
 Environmental Laboratory Network

Page 1 of 6



Seattle 11733 North Creek Pkwy N, Suite 100, Bothell, WA 98011-8344
 425-470-3200 fax 425-470-8710
 Spokane East 11315 Montgomery, Suite B, Spokane, WA 99208-4776
 509-474-3200 fax 509-524-9190
 Portland 3405 SW Numbas Avenue, Beaverton, OR 97008-7133
 503-906-8200 fax 503-906-9210
 Bend 23372 Empire Avenue, Suite F-1, Bend, OR 97701-5711
 541-382-8316 fax 541-382-7544


Friedman & Bruys 3012 16th Ave W Seattle WA/USA, 98119-1029	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 09/10/01 10:41
---	--	-----------------------------

Physical Parameters by APHA/ASTM/EPA Methods
North Creek Analytical - Bothell

Analyte	Reporting		Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
	Result	Limit							
0-SS1 (BIC0718-01) Soil	Sampled: 07/26/01 15:00 Received: 07/31/01 13:50								
Dry Weight	61.5	1.00	%	1	1H03019	03/03/01	08/06/01	8SCPSPL001R07	

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.


Michele Costales, Project Manager

North Creek Analytical, Inc.
Environmental Laboratory Network

Page 3 of 6



Seattle 11770 North Creek Parkway, Suite 100, Bothell, WA 98021-1922
 425-429-8210
 Spokane 824111, University, Suite B, Spokane, WA 99208-4115
 509-324-8200 fax 509-324-8206
 Portland 3405 SW Hemlock Avenue, Steverton, OR 97003-1122
 503-906-8200 fax 503-906-8216
 Boise 20311 Empire Avenue, Suite 101, Boise, OR 93101-9711
 501-343-8210 fax 501-343-1518

Friedman & Bruys
 412 14th Ave W
 Seattle WA/USA, 98119-2029

Project: Michele Costales
 Project Number: 107131
 Project Manager: Michele Costales


Reported:
 09/10/01 10:41

Physical Parameters by APELA/ASTM/EPA Methods - Quality Control
 North Creek Analytical - Bothell

Analysis	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
Batch 1H03019: Prepared 08/03/01 Using Dry Weight										
ink (1H03019-BLK1)										
Weight	99.8	1.00	%							

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.


 Jennie Garthwaite, Project Manager

North Creek Analytical, Inc.
 Environmental Laboratory Network

Page 3 of 6



Seattle 15720 N. Creek Pkwy N, Suite 400, Bothell, WA 98011-3144
 (206) 476-9200 fax (206) 476-9210
 Spokane East 11115 Montgomery, Suite B, Spokane, WA 99206-1776
 (509) 324-8200 fax (509) 324-9190
 Portland 1405 SW Nimbus Avenue, Beaverton, OR 97008-1123
 (503) 904-9200 fax (503) 904-9210
 Bend 30322 Imperial Avenue, Suite F-1, Bend, OR 97701-5311
 (541) 382-9210 fax (541) 382-1034

Friedman & Bruys 3012 16th Ave W Seattle WA/USA, 98119-2029	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 09/10/01 10:41
---	--	-----------------------------

Total Metals by EPA 6000/7000 Series Methods - Quality Control
North Creek Analytical - Bothell

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
Batch 1H31016: Prepared 08/31/01 Using EPA 7471A										
Blank (1H31016-BLKI)										
Mercury	ND	0.200	mg/kg							
CS (1H31016-BSI)										
Mercury	0.550	0.200	mg/kg	0.498		110	80-120			
CS Dup (1H31016-BSD1)										
Mercury	0.542	0.200	mg/kg	0.494		110	80-120	1.47	20	
Matrix Spike (1H31016-MS1) Source: B1H0646-01										
Mercury	0.612	0.200	mg/kg dry	0.549	ND	111	70-130			
Matrix Spike Dup (1H31016-MSD1) Source: B1H0646-01										
Mercury	0.642	0.200	mg/kg dry	0.545	ND	118	70-130	4.78	10	

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Laraine Carthwaite, Project Manager

North Creek Analytical, Inc.
Environmental Laboratory Network

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INGER JEPSON - 0112 ON 08/18/19 09:11:11 AM 10/11/19 10:11:11 AM

Page 67



Seattle 11720 North West Flwy N, Suite 400, Bothell, WA 98011-1114
425.420.3100 fax 425.420.3218
Spokane East 11115 Montgomery, Suite B, Spokane, WA 99209-0776
309.824.8700 fax 309.824.8290
Portland 3165 SW Numbur Avenue, Beaverton, OR 97004-3132
503.968.8100 fax 503.968.8210
Boyd 20321 Emore Avenue, Suite 7-1, Beed, OR 97701-1711
503.383.9210 fax 503.382.7554

medman & Brava
012 16th Ave W
snlc WA/USA, 98119-2029

Project: Michele Costales
Project Number: 107131
Project Manager: Michele Costales


Reported:
09/10/01 10:41

Notes and Definitions

- T Analyte DETECTED
- D Analyte NOT DETECTED at or above the reporting limit
- Not Reported
- ry Sample results reported on a dry weight basis
- D Relative Percent Difference

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.


Jim G. Gorthwaite, Project Manager

North Creek Analytical, Inc.
Environmental Laboratory Network

Page 6 of 6



Seattle 11120 North Creek Pkwy N, Suite 400, Bellevue, WA 98011-1218
 425.420.5700 fax 425.420.3218
 Spokane East 11115 Montgomery, Suite D, Spokane, WA 99208-4716
 509.324.8200 fax 509.324.8290
 Portland 9425 SW Nimbus Avenue, Beaverton, OR 97008-7132
 503.928.9700 fax 503.928.3210
 Bend 79327 Empire Avenue, Suite T-1, Bend, OR 97701-5711
 541.313.3710 fax 541.312.1583

Friedman & Bruys 3012 16th Avenue West Seattle WA, 98119-2029	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 08/13/01 15:15
---	--	-----------------------------

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S0-SS1	B100718-01	Soil	07/26/01 15:00	07/31/01 13:50

North Creek Analytical - Botball

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Carrie Gauthier

North Creek Analytical, Inc.

Page 1 of 6



Seattle 11125 North Creek Pkwy N, Suite 400, Bothell, WA 98011-4214
 425.482.5100 fax 425.482.5110
 Spokane East 11119 Mangrove, Suite 8, Spokane, WA 99209-4716
 509.914.3100 fax 509.914.3190
 Portland 1425 SW Hiramby Avenue, Beaverton, OR 97008-7127
 503.508.8100 fax 503.508.8210
 Bend 26332 Empire Avenue, Suite F-7, Bend, OR 97701-3111
 541.322.9210 fax 541.322.7581

Friedman & Bruye 3012 16th Avenue West Seattle WA, 98119-2079	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 08/13/01 15:13
---	--	-----------------------------

Conventional Chemistry Parameters by APHA/EPA Methods
North Creek Analytical - Bothell

Analyte	Reporting							Method	Notes
	Result	Limit	Units	Dilution	Batch	Prepared	Analyzed		
S0-SSI (B1C0718-01) Soil Sampled: 07/26/01 15:00 Received: 07/31/01 13:50									
Total Organic Carbon - Average	16500	1000	mg/kg dry	1	1H09048	08/08/01	08/08/01	EPA 9060 mod.	
Total Organic Carbon - High	21400	1000							
Total Organic Carbon - Low	11700	1000							

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Keane Eastwater

North Creek Analytical, Inc. Page 2 of 6



Seattle 11770 N 1st Plwy N, Suite 100 Bothell, WA 98021-8744
 425-426-5... Fax 425-426-7210
 Spokane 13115 Palmyra, Suite B, Spokane, WA 99206-4176
 509-321-9200 Fax 509-321-9250
 Portland 1425 SW Market Avenue, Beaverton, OR 97004-1122
 503-906-8200 Fax 503-906-8210
 Bend 20372 Empire Avenue, Suite F-1, Bend, OR 97701-5711
 541-322-9210 Fax 541-322-7581

Friedman & Bruys
 3012 16th Avenue West
 Seattle WA, 98119-2029

Project: Michele Costales
 Project Number: 10713
 Project Manager: Michele Costales

Reported:
 08/13/01 15:15

Physical Parameters by APHA/ASTM/EPA Methods
 North Creek Analytical - Bothell

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
0-SS1 (BIG0718-01) Soil Sampled: 07/26/01 15:00 Received: 07/31/01 13:50									
Dry Weight	61.5	1.00	%	1	1H03019	08/03/01	08/06/01	BSCP5PL003R07	

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Karen Garhwalt
 Karen Garhwalt, Project Manager

North Creek Analytical, Inc.
 Environmental Laboratory Network

Page 3 of 6



Seattle 3120 1st Ave. Ste 200, Everett, WA 98201-1211
 425-420-5144 fax 425-420-9710
 Spokane 601 S. 11th St. Ste. E, Spokane, WA 99204-1176
 509-324-5200 fax 509-324-5200
 Portland 3106 SW Nimbus Avenue, Beaverton, OR 97009-1131
 503-806-9200 fax 503-206-9210
 Bend 20322 Empire Avenue, Suite F-1, Bend, OR 97701-5711
 541-387-3310 fax 541-387-7518

Friedman & Bruys 3012 16th Avenue West Seattle WA, 98119-2029	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 08/13/01 15:15
---	--	-----------------------------

Physical Parameters by APHA/ASTM/EPA Methods - Quality Control
North Creek Analytical - Bothell

Sample	Result	Reponing Limit	Units	Spike Level	Source Result	%REC	REC Limits	RPD	RPD Limit	Notes
Batch 1H03019: Prepared 08/03/01 Using Dry Weight										
Blank (1H03019-DLK1)										
Dry Weight	99.8	1.00	%							

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Anne Garthwaite, Project Manager

North Creek Analytical, Inc.
 Environmental Laboratory Network

Page 5 of 6



Seattle 11726 North Creek Pkwy N, Suite 400, Bothell, WA 98011-8214
425.420.8100 fax 425.420.8210
Spokane 1811 1115 Montgomery, Suite B, Spokane, WA 99206-4778
509.874.5100 fax 509.874.8290
Portland 3405 SW Nimbus Avenue, Beaverton, OR 97004-7127
503.906.8100 fax 503.906.8210
Bend 28322 Empire Avenue, Suite F-1, Bend, OR 97701-5711
531.292.1310 fax 541.292.7584

Friedman & Bruya 3012 16th Avenue West Seattle WA, 98119-2079	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 08/13/01 15:15
---	--	-----------------------------

Notes and Definitions

- Q-01 The spike recovery for this QC sample is outside of established control limits. Review of associated batch QC indicates the recovery for this analyte does not represent an out-of-control condition for the batch.
- DET Analyte DETECTED
- ND Analyte NOT DETECTED at or above the reporting limit
- NR Not Reported
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Kearne Gauthier

North Creek Analytical, Inc.

Page 6 of 6

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

Date of Report: 08/13/01
Date Received: 07/30/01
Project: Stutz KV00263B

QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF SOIL SAMPLES
FOR POLYCHLORINATED BIPHENYLS AS AROCLORS 1016 AND 1260
BY EPA METHOD 8082

Laboratory Code: 107131-31 (Duplicate)

Analyte	Reporting Units	Sample Result	Duplicate Result	Relative Percent Difference (Limit 20)
Aroclor 1016	µg/g (ppm)	<0.1	<0.1	nm
Aroclor 1260	µg/g (ppm)	<0.1	<0.1	nm

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	Percent Recovery LCS	Percent Recovery LCSD	Acceptance Criteria	RPD (Limit 20)
Aroclor 1016	µg/g (ppm)	0.8	118	117	65-135	1
Aroclor 1260	µg/g (ppm)	0.8	119	117	65-135	2

nm - The analyte was not detected in one or more of the duplicate analyses. Therefore, calculation of the RPD is not applicable.

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

Date of Report: 08/13/01
Date Received: 07/30/01
Project: Stutz KV00263B

QUALITY ASSURANCE RESULTS
FROM TOTAL METALS BY
INDUCTIVELY COUPLED PLASMA (ICP)
(METHOD 8010)

Laboratory Code: 107131-31 (Duplicate)

Analyte	Reporting Units	Sample Result	Duplicate Result	Relative Percent Difference	Acceptance Criteria
Arsenic	µg/g (ppm)	<10	<10	nm	0-20
Cadmium	µg/g (ppm)	<1.0	<1.0	nm	0-20
Chromium	µg/g (ppm)	7.5	7.9	5	0-20
Copper	µg/g (ppm)	37	34	8	0-20
Lead	µg/g (ppm)	15	18	18	0-20
Silver	µg/g (ppm)	<1.0	<1.0	nm	0-20
Zinc	µg/g (ppm)	44	38	15	0-20

Laboratory Code: 107131-31 (Matrix Spike)

Analyte	Reporting Units	Spike Level	Sample Result	% Recovery MS	Acceptance Criteria
Arsenic	µg/g (ppm)	100	<10	102	50-150
Cadmium	µg/g (ppm)	50	<1.0	87	50-150
Chromium	µg/g (ppm)	50	7.5	84	50-150
Copper	µg/g (ppm)	50	37	88	50-150
Lead	µg/g (ppm)	100	15	85	50-150
Silver	µg/g (ppm)	100	<1.0	93	50-150
Zinc	µg/g (ppm)	50	44	85	50-150

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	% Recovery LCS	% Recovery LCSD	Acceptance Criteria	RPD (Limit 20)
Arsenic	µg/g (ppm)	100	104	100	80-120	4
Cadmium	µg/g (ppm)	50	103	103	80-120	0
Chromium	µg/g (ppm)	50	104	104	80-120	0
Copper	µg/g (ppm)	50	102	101	80-120	1
Lead	µg/g (ppm)	100	102	102	80-120	0
Silver	µg/g (ppm)	100	103	105	80-120	2
Zinc	µg/g (ppm)	50	103	104	80-120	1

nm - The analyte was not detected in one or more of the duplicate analyses. Therefore, calculation of the RPD is not applicable.

SAMPLE CHAIN OF CUSTODY
 L. Richard Jepsom
 LAC. 7/30/01 150

Send Report To Richard Jepsom
 Company Associated Earth Sciences, Inc.
 Address 911 6th Avenue, Ste. 100
 City, State, ZIP Kirkland, WA 98033
 Phone # (425) 827-2701 Fax # (425) 827-5424

SAMPLES (signature)
 PROJECT NAME/NO. STUTZ OIL
 REMARKS Sediment Standards

TURNAROUND TIME
 Standard (2 Weeks)
 RUSH
 Rush charges authorized by: _____

SAMPLE DISPOSAL
 Dispose after 90 days
 Return samples
 Will call with instructions

Sample ID	Lab ID	Date	Time	Sample Type	# of containers	ANALYSES REQUESTED	Notes
50-551	31	7/26/01	1500	Sediment	2	<input checked="" type="checkbox"/> TPH-Diesel <input checked="" type="checkbox"/> TPH-Gasoline <input checked="" type="checkbox"/> BTX by 8021B <input checked="" type="checkbox"/> VOCs by 8260 <input checked="" type="checkbox"/> SVOCs by 8270 <input checked="" type="checkbox"/> HFS <input checked="" type="checkbox"/> PCBs/SEM <input checked="" type="checkbox"/> Toluene <input checked="" type="checkbox"/> Xylenes <input checked="" type="checkbox"/> PNA/Leads <input checked="" type="checkbox"/> Pb <input checked="" type="checkbox"/> Cd <input checked="" type="checkbox"/> Cu <input checked="" type="checkbox"/> Zn <input checked="" type="checkbox"/> Ni <input checked="" type="checkbox"/> Mn <input checked="" type="checkbox"/> Cr <input checked="" type="checkbox"/> As <input checked="" type="checkbox"/> Se <input checked="" type="checkbox"/> Hg <input checked="" type="checkbox"/> Pb <input checked="" type="checkbox"/> Zn <input checked="" type="checkbox"/> Ni <input checked="" type="checkbox"/> Mn <input checked="" type="checkbox"/> Cr <input checked="" type="checkbox"/> As <input checked="" type="checkbox"/> Se <input checked="" type="checkbox"/> Hg	Sediment

Friedman & Bruya, Inc.
 3012 160th Avenue West
 Seattle, WA 98119-2029
 Ph. (206) 285-8282
 Fax (206) 283-5044

SIGNATURE
 Richard Jepsom
 Richard Jepsom
 Richard Jepsom

PRINT NAME
 Richard Jepsom
 Richard Jepsom
 Richard Jepsom

COMPANY
 Associated Earth Sciences, Inc.
 Associated Earth Sciences, Inc.
 Associated Earth Sciences, Inc.

DATE
 7/27/01
 7/27
 7/30/01

TIME
 1600
 4:00
 9:00



Analytical Resources, Incorporated
Analytical Chemists and Consultants

21 April 2004

Jeremy Porter
Aspect Consulting
811 1st Avenue, Suite 480
Seattle, WA 98104

RE: 040104-001/ Stutz Oil
ARI Job: HX79

Dear Jeremy:

Please find enclosed the original chain of custody (COC) record and analytical results for the project referenced above. Analytical Resources, Inc. accepted three sediment samples in good condition on April 6, 2005 at cooler temperature of 13.0 degrees Celcius.

The samples were analyzed for PAHs referencing US EPA method 8270C; PCBs referencing US EPA method 8082; total metals referencing US EPA methods 6010B and 771A; and TOC referencing Plumb, 1981. Quality control analyses are included for your review. No analytical complications were noted for these samples.

Electronic copies of these reports and all raw data will be kept on file at ARI. If you have questions or require additional information, please feel free to contact me at your convenience.

Sincerely,

ANALYTICAL RESOURCES, INC.

Mary Lou Fox
Mary Lou Fox
Project Manager
206/695-6211
marylou@arilabs.com

enclosures

cc: File HX79

MLF/mlf

4611 South 134th Place, Suite 100 • Tukwila WA 98168 • 206-695-6200 • 206-695-6201 fax



Analytical Resources Incorporated
Analytical Chemists and Consultants

Data Reporting Qualifiers Effective 12/28/04

Inorganic Data

- U Indicates that the target analyte was not detected at the reported concentration
- * Duplicate RPD is not within established control limits
- B Reported value is less than the CRDL but \geq the Reporting Limit
- N Matrix Spike recovery not within established control limits
- NA Not Applicable, analyte not spiked
- H The natural concentration of the spiked element is so much greater than the concentration spiked that an accurate determination of spike recovery is not possible
- L Analyte concentration is ≤ 5 times the Reporting Limit and the replicate control limit defaults to ± 1 RL instead of the normal 20% RPD

Organic Data

- U Indicates that the target analyte was not detected at the reported concentration
- * Flagged value is not within established control limits
- B Analyte detected in an associated Method Blank at a concentration greater than one-half of ARI's Reporting Limit or 5% of the regulatory limit or 5% of the analyte concentration in the sample.
- J Estimated concentration when the value is less than ARI's established reporting limits
- D The spiked compound was not detected due to sample extract dilution
- NR Spiked compound recovery is not reported due to chromatographic interference
- E Estimated concentration calculated for an analyte response above the valid instrument calibration range. A dilution is required to obtain an accurate quantification of the analyte.
- S Indicates an analyte response that has saturated the detector. The calculated concentration is not valid; a dilution is required to obtain valid quantification of the analyte



Analytical Resources Incorporated
Analytical Chemists and Consultants

- NA The flagged analyte was not analyzed for
- NS The flagged analyte was not spiked into the sample
- M Estimated value for an analyte detected and confirmed by an analyst but with low spectral match parameters. This flag is used only for GC-MS analyses
- N The analysis indicates the presence of an analyte for which there is presumptive evidence to make a "tentative identification"
- Y The analyte is not detected at or above the reported concentration. The reporting limit is raised due to chromatographic interference. The Y flag is equivalent to the U flag with a raised reporting limit.
- C The analyte was positively identified on only one of two chromatographic columns. Chromatographic interference prevented a positive identification on the second column
- P The analyte was detected on both chromatographic columns but the quantified values differ by $\geq 40\%$ RPD with no obvious chromatographic interference

Geotechnical Data

- SM *Sample matrix was not appropriate for the requested analysis. This normally refers to samples contaminated with an organic product that interferes with the sieving process and/or moisture content, porosity and saturation calculations*
- SS Sample did not contain the proportion of "fines" required to perform the pipette portion of the grain size analysis
- W Weight of sample in some pipette aliquots was below the level required for accurate weighting
- F Samples were frozen prior to particle size determination



ORGANICS ANALYSIS DATA SHEET
PNAs by SW8270C GC/MS
Page 1 of 1

Sample ID: SRD-1
SAMPLE

Lab Sample ID: HX79A
LIMS ID: 05-6234
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 14:29
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.68 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 27.0%
pH: 7.0

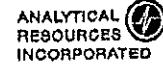
CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	65	< 65 U
91-57-6	2-Methylnaphthalene	65	< 65 U
208-96-8	Acenaphthylene	65	< 65 U
83-32-9	Acenaphthene	65	< 65 U
86-73-7	Fluorene	65	< 65 U
85-01-8	Phenanthrene	65	< 65 U
120-12-7	Anthracene	65	< 65 U
206-44-0	Fluoranthene	65	< 65 U
129-00-0	Pyrene	65	< 65 U
56-55-3	Benzo (a) anthracene	65	< 65 U
218-01-9	Chrysene	65	< 65 U
205-99-2	Benzo (b) fluoranthene	65	< 65 U
207-08-9	Benzo (k) fluoranthene	65	< 65 U
50-32-8	Benzo (a) pyrene	65	< 65 U
193-39-5	Indeno (1, 2, 3-cd) pyrene	65	< 65 U
53-70-3	Dibenz (a, h) anthracene	65	< 65 U
191-24-2	Benzo (g, h, i) perylene	65	< 65 U
132-64-9	Dibenzofuran	65	< 65 U

Reported in µg/kg (ppb)

Semivolatile Surrogate Recovery

d14-p-Terphenyl	61.2%
2-Fluorobiphenyl	69.2%

FORM I



ORGANICS ANALYSIS DATA SHEET
PNAs by SW8270C GC/MS
Page 1 of 1

Sample ID: SED-2
SAMPLE

Lab Sample ID: HX79B
LIMS ID: 05-6235
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 15:02
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.68 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 23.4%
pH: 7.1

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	65	< 65 U
91-57-6	2-Methylnaphthalene	65	< 65 U
208-96-8	Acenaphthylene	65	< 65 U
83-32-9	Acenaphthene	65	< 65 U
86-73-7	Fluorene	65	< 65 U
85-01-8	Phenanthrene	65	< 65 U
120-12-7	Anthracene	65	< 65 U
206-44-0	Fluoranthene	65	68
129-00-0	Pyrene	65	< 65 U
56-55-3	Benzo(a)anthracene	65	< 65 U
218-01-9	Chrysene	65	< 65 U
205-99-2	Benzo(b)fluoranthene	65	< 65 U
207-08-9	Benzo(k)fluoranthene	65	< 65 U
50-32-8	Benzo(a)pyrene	65	< 65 U
193-39-5	Indeno(1,2,3-cd)pyrene	65	< 65 U
53-70-3	Dibenz(a,h)anthracene	65	< 65 U
191-24-2	Benzo(g,h,i)perylene	65	< 65 U
132-64-9	Dibenzofuran	65	< 65 U

Reported in µg/kg (ppb)

Semivolatiles Surrogate Recovery

d14-p-Terphenyl	52.4%
2-Fluorobiphenyl	56.0%

FORM I



ORGANICS ANALYSIS DATA SHEET
PNAs by SW8270C GC/MS
Page 1 of 1

Sample ID: SED-3
SAMPLE

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized: *AB*
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 15:35
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.78 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 18.2%
pH: 7.3

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	64	< 64 U
91-57-6	2-Methylnaphthalene	64	< 64 U
208-96-8	Acenaphthylene	64	< 64 U
83-32-9	Acenaphthene	64	< 64 U
86-73-7	Fluorene	64	< 64 U
85-01-8	Phenanthrene	64	89
120-12-7	Anthracene	64	< 64 U
206-44-0	Fluoranthene	64	200
129-00-0	Pyrene	64	160
56-55-3	Benzo(a)anthracene	64	< 64 U
218-01-9	Chrysene	64	78
205-99-3	Benzo(b)fluoranthene	64	64
207-08-9	Benzo(k)fluoranthene	64	< 64 U
50-32-8	Benzo(a)pyrene	64	< 64 U
193-39-5	Indeno(1,2,3-cd)pyrene	64	< 64 U
53-70-3	Dibenz(a,h)anthracene	64	< 64 U
191-24-2	Benzo(g,h,i)perylene	64	< 64 U
132-64-9	Dibenzofuran	64	< 64 U

Reported in µg/kg (ppb)

Semivolatile Surrogate Recovery

d14-p-Terphenyl	65.6%
2-Fluorobiphenyl	69.2%

FORM I



ORGANICS ANALYSIS DATA SHEET
PNAs by SW6270C GC/MS
Page 1 of 1

Sample ID: SED-3
MATRIX SPIKE

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 16:08
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.80 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 18.2%
pH: 7.3

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	64	---
91-57-6	2-Methylnaphthalene	64	< 64 U
108-96-8	Acenaphthylene	64	< 64 U
83-32-9	Acenaphthene	64	---
86-73-7	Fluorene	64	< 64 U
85-01-8	Phenanthrene	64	< 64 U
120-12-7	Anthracene	64	< 64 U
205-44-0	Fluoranthene	64	---
129-00-0	Pyrene	64	100
56-55-3	Benzo(a)anthracene	64	---
218-01-9	Chrysene	64	90
205-99-2	Benzo(b)fluoranthene	64	< 64 U
207-08-9	Benzo(k)fluoranthene	64	< 64 U
50-12-8	Benzo(a)pyrene	64	< 64 U
193-39-5	Indeno(1,2,3-cd)pyrene	64	< 64 U
53-70-3	Dibenz(a,h)anthracene	64	< 64 U
191-24-2	Benzo(g,h,i)perylene	64	< 64 U
132-64-9	Dibenzofuran	64	< 64 U

Reported in µg/kg (ppb)

Semivolatile Surrogate Recovery

d14-p-Terphenyl	56.0%
2-Fluorobiphenyl	67.2%

FORM I



ORGANICS ANALYSIS DATA SHEET
PNAe by SWS270C GC/MS
Page 1 of 1

Sample ID: SED-3
MATRIX SPIKE DUPLICATE

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/16/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 16:41
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.77 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 18.2%
pH: 7.3

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	64	---
91-57-6	2-Methylnaphthalene	64	< 64 U
208-96-8	Acenaphthylene	64	< 64 U
63-32-9	Acenaphthene	64	---
86-73-7	Fluorene	64	< 64 U
85-01-8	Phenanthrene	64	< 64 U
120-12-7	Anthracene	64	< 64 U
206-44-0	Fluoranthene	64	---
129-00-0	Pyrene	64	490
56-55-3	Benzo (a) anthracene	64	---
218-01-9	Chrysene	64	350
205-99-2	Benzo (b) fluoranthene	64	190
207-08-9	Benzo (k) fluoranthene	64	170
50-32-8	Benzo (a) pyrene	64	91
193-39-5	Indeno (1, 2, 3-cd) pyrene	64	< 64 U
53-70-3	Dibenz (a, h) anthracene	64	< 64 U
191-24-2	Benzo (g, h, i) perylene	64	< 64 U
132-64-9	Dibenzofuran	64	< 64 U

Reported in µg/kg (ppb)

Semivolatile Surrogate Recovery

d14-p-Terphenyl	58.4%
2-Fluorobiphenyl	62.4%

FORM 1



ORGANICS ANALYSIS DATA SHEET
PNA# by SW8270C GC/MS
Page 1 of 1

Sample ID: SED-3
MS/MSD

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted MS/MSD: 04/12/05

Sample Amount MS: 7.80 g-dry-wt
MSD: 7.77 g-dry-wt

Date Analyzed MS: 04/14/05 16:08
MSD: 04/14/05 16:41

Final Extract Volume MS: 0.5 mL
MSD: 0.5 mL

Instrument/Analyst MS: NT4/LJR
MSD: NT4/LJR

Dilution Factor MS: 1.00
MSD: 1.00

GPC Cleanup: NO

Alumina Cleanup: YES

Analyte	Sample	MS	Spike Added-MS	MS Recovery	MSD	Spike Added-MSD	MSD Recovery	RPD
Naphthalene	< 64.3	960	1600	60.0%	900	1610	55.9%	6.5%
Acenaphthene	< 64.3	1090	1600	68.1%	982	1610	61.0%	10.4%
Fluoranthene	200	1320	1600	70.0%	1840	1610	102%	32.9%
Benzo(a)anthracene	< 64.3	1140	1600	71.2%	1240	1610	77.0%	8.4%

Results reported in µg/kg
RPD calculated using sample concentrations per SW846.

FORM III



ORGANICS ANALYSIS DATA SHEET
PNAs by SW8270C GC/MS
Page 1 of 1

Sample ID: LCS-041205
LAB CONTROL

Lab Sample ID: LCS-041205
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: NA
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 11:12
Instrument/Analyst: NT4/LJR
GPC Cleanup: NO

Sample Amount: 7.50 g
Final Extract Volume: 0.50 mL
Dilution Factor: 1.00
Alumina Cleanup: YES

Analyte	Lab Control	Spike Added	Recovery
Naphthalene	915	1670	54.8%
Acenaphthene	977	1670	58.5%
Fluoranthene	1140	1670	68.3%
Benzo(a)anthracene	1090	1670	65.3%

Semivolatile Surrogate Recovery

d14-p-Terphenyl	74.4%
2-Fluorobiphenyl	58.4%

Results reported in µg/kg

FORM III



SW8270 PNA SURROGATE RECOVERY SUMMARY

Matrix: Sediment

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001

Client ID	TER	FBP	TOT OUT
SED-1	61.2%	69.2%	0
SED-2	52.4%	56.0%	0
MB-041205	75.2%	64.8%	0
LCS-041205	74.4%	58.4%	0
SED-3	65.6%	69.2%	0
SED-3 MS	56.0%	67.2%	0
SED-3 MSD	58.4%	62.4%	0

	LCS/MB LIMITS	QC LIMITS
(TER) = d14-p-Terphenyl	(50-113)	(30-123)
(FBP) = 2-Fluorobiphenyl	(30-160)	(30-160)

Prep Method: SW3550B
Log Number Range: 05-6234 to 05-6236



ORGANICS ANALYSIS DATA SHEET
PCB by GC/ECD Method SW8082
Page 1 of 1

Sample ID: MB-041205
METHOD BLANK

Lab Sample ID: MB-041205
LIMS ID: 05-6234
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/19/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: NA
Date Received: NA

Date Extracted: 04/12/05
Date Analyzed: 04/18/05 14:51
Instrument/Analyst: ECDS/PK
GFC Cleanup: No
Sulfur Cleanup: Yes
Acid Cleanup: Yes

Sample Amount: 12.0 g
Final Extract Volume: 4.0 mL
Dilution Factor: 1.00
Silica Gel: No
pH: NA
Percent Moisture: NA

CAS Number	Analyte	RL	Result
12674-11-2	Aroclor 1016	33	< 33 U
53469-21-9	Aroclor 1242	33	< 33 U
12672-29-6	Aroclor 1248	33	< 33 U
11097-69-1	Aroclor 1254	33	< 33 U
11096-82-5	Aroclor 1260	33	< 33 U
11104-28-2	Aroclor 1221	33	< 33 U
11141-16-5	Aroclor 1232	33	< 33 U

Reported in µg/kg (ppb)

PCB Surrogate Recovery

Decachlorobiphenyl	105%
Tetrachloromataxylene	97.5%

FORM I



ORGANICS ANALYSIS DATA SHEET
PCB by GC/ECD Method SW8082
Page 1 of 1

Sample ID: SED-1
SAMPLE

Lab Sample ID: HX79A
LIMS ID: 05-6234
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/19/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/18/05 19:57
Instrument/Analyst: ECD5/PK
GPC Cleanup: No
Sulfur Cleanup: Yes
Acid Cleanup: Yes

Sample Amount: 12.1 g-dry-wt
Final Extract Volume: 4.0 mL
Dilution Factor: 1.00
Silica Gel: No
pH: 7.0
Percent Moisture: 27.0%

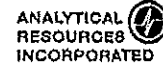
CAS Number	Analyte	RL	Result
12674-11-2	Aroclor 1016	33	< 33 U
53469-21-9	Aroclor 1242	33	< 33 U
12672-29-6	Aroclor 1248	33	< 33 U
11097-69-1	Aroclor 1254	33	< 33 U
11096-82-5	Aroclor 1260	33	< 33 U
11104-28-2	Aroclor 1221	33	< 33 U
11141-16-5	Aroclor 1232	33	< 33 U

Reported in µg/kg (ppb)

PCB Surrogate Recovery

Decachlorobiphenyl	96.8%
Tetrachlorometaxylene	99.2%

FORM I



ORGANICS ANALYSIS DATA SHEET
PCB by GC/ECD Method SW8082
Page 1 of 1

Sample ID: SED-2
SAMPLE

Lab Sample ID: HX79B
LIMS ID: 05-6235
Matrix: Sediment
Data Release Authorized: *AS*
Reported: 04/19/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/18/05 20:14
Instrument/Analyst: ECDS/PK
GPC Cleanup: No
Sulfur Cleanup: Yes
Acid Cleanup: Yes

Sample Amount: 12.3 g-dry-wt
Final Extract Volume: 4.0 mL
Dilution Factor: 1.00
Silica Gel: No
pH: 7.1
Percent Moisture: 23.4%

CAS Number	Analyte	RL	Result
12674-11-2	Aroclor 1016	32	< 32 U
53469-21-9	Aroclor 1242	32	< 32 U
12672-29-6	Aroclor 1248	32	< 32 U
11097-69-1	Aroclor 1254	32	< 32 U
11096-82-5	Aroclor 1260	32	< 32 U
11104-28-2	Aroclor 1221	32	< 32 U
11141-16-5	Aroclor 1232	32	< 32 U

Reported in µg/kg (ppb)

PCB Surrogate Recovery

Decachlorobiphenyl	96.0%
Tetrachlorometaxylene	104%

FORM I

INSTRUMENT DATA SHEET FOR GC/MS ANALYSIS OF PCBs AND PCP
Page 04



ORGANICS ANALYSIS DATA SHEET
PCB by GC/ECD Method SW8982
Page 1 of 1

Sample ID: SBD-3
SAMPLE

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/20/05

QC Report No.: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/18/05 20:31
Instrument/Analyst: ECD5/PK
GPC Cleanup: No
Sulfur Cleanup: Yes
Acid Cleanup: Yes

Sample Amount: 12.3 g-dry-wt
Final Extract Volume: 4.0 mL
Dilution Factor: 1.00
Silica Gel: No
pH: 7.3
Percent Moisture: 18.2%

CAS Number	Analyte	RL	Result
12674-11-2	Aroclor 1016	32	< 32 U
53469-21-9	Aroclor 1242	32	< 32 U
12672-29-6	Aroclor 1248	32	< 32 U
11097-69-1	Aroclor 1254	32	< 32 U
11096-82-5	Aroclor 1260	32	< 32 U
11104-28-2	Aroclor 1221	32	< 32 U
11141-16-5	Aroclor 1232	32	< 32 U

Reported in µg/kg (ppb)

PCB Surrogate Recovery

Decachlorobiphenyl	95.2%
Tetrachloromestaxylene	95.5%

FORM I



ORGANICS ANALYSIS DATA SHEET
 PCB by GC/ECD Methods SW8062
 Page 1 of 1

Sample ID: LCS-041205
 LAB CONTROL

Lab Sample ID: LCS-041205
 LIMS ID: 05-6234
 Matrix: Sediment
 Data Release Authorized:
 Reported: 04/19/05

QC Report No: HX79-Aspect Consulting
 Project: Stutz Oil
 040104-001
 Date Sampled: NA
 Date Received: NA

Date Extracted: 04/12/05
 Date Analyzed: 04/18/05 15:08
 Instrument/Analyst: ECD5/PK
 GPC Cleanup: No
 Sulfur Cleanup: Yes
 Acid Cleanup: Yes

Sample Amount: 12.0 g-dry-wt
 Final Extract Volume: 4.0 mL
 Dilution Factor: 1.00
 Silica Gel: No
 pH: NA
 Percent Moisture: NA

Analyte	Lab Control	Spike Added	Recovery
Aroclor 1016	188	167	113%
Aroclor 1260	188	167	113%

PCB Surrogate Recovery

Decachlorobiphenyl	83.8%
Tetrachlorometaxylene	93.2%

Results reported in µg/kg (ppb)

FORM III



INORGANICS ANALYSIS DATA SHEET
TOTAL METALS
Page 1 of 1

Sample ID: METHOD BLANK

Lab Sample ID: NX79MB
LIMS ID: 95-6234
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/14/05

QC Report No: NX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: NA
Date Received: NA

Percent Total Solids: NA

Prep Meth	Prep Date	Analysis Method	Analysis Date	CAS Number	Analyte	RL	mg/kg-dry	U
3050B	04/11/05	6010B	04/13/05	7440-38-2	Arsenic	5	5	U
3050B	04/11/05	6010B	04/13/05	7440-43-9	Cadmium	0.2	0.2	U
3050B	04/11/05	6010B	04/13/05	7440-47-3	Chromium	0.5	0.5	U
3050B	04/11/05	6010B	04/13/05	7440-50-8	Copper	0.2	0.2	U
3050B	04/11/05	6010B	04/13/05	7439-92-1	Lead	2	2	U
CLP	04/11/05	7471A	04/11/05	7439-97-6	Mercury	0.05	0.05	U
3050B	04/11/05	6010B	04/13/05	7440-22-4	Silver	0.3	0.3	U
3050B	04/11/05	6010B	04/13/05	7440-66-6	Zinc	0.6	0.6	U

U-Analyte undetected at given RL
RL-Reporting Limit

FORM-1



INORGANICS ANALYSIS DATA SHEET

TOTAL METALS

Page 1 of 1

Sample ID: SED-1
SAMPLE

Lab Sample ID: HX79A
LIMS ID: 03-6234
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/14/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Percent Total Solids: 11.8%

Prep Meth	Prep Date	Analysis Method	Analysis Date	CAS Number	Analyte	RL	mg/kg-dry	Q
3050B	04/11/05	6010B	04/13/05	7440-38-2	Arsenic	7	7	U
3050B	04/11/05	6010B	04/13/05	7440-43-9	Cadmium	0.3	0.3	U
3050B	04/11/05	6010B	04/13/05	7440-47-3	Chromium	0.7	19.7	
3050B	04/11/05	6010B	04/13/05	7440-50-8	Copper	0.3	55.3	
3050B	04/11/05	6010B	04/13/05	7439-92-1	Lead	3	10	
CLP	04/11/05	7471A	04/11/05	7439-97-6	Mercury	0.06	0.06	U
3050B	04/11/05	6010B	04/13/05	7440-22-4	Silver	0.4	0.4	U
3050B	04/11/05	6010B	04/13/05	7440-66-6	Zinc	0.6	38.1	

U-Analyte undetected at given RL
RL-Reporting Limit

FORM-I



INORGANICS ANALYSIS DATA SHEET
TOTAL METALS
Page 1 of 1

Sample ID: SED-2
SAMPLE

Lab Sample ID: HX79B
LIMS ID: 05-6235
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/14/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040101-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Percent Total Solids: 72.8%

Prep Meth	Prep Date	Analysis Method	Analysis Date	CAS Number	Analyte	RL	mg/kg-dry	Q
3050B	04/11/05	6010B	04/13/05	7440-38-2	Arsenic	6	6	U
3050B	04/11/05	6010B	04/13/05	7440-43-9	Cadmium	0.3	0.3	
3050B	04/11/05	6010B	04/13/05	7440-47-3	Chromium	0.6	17.1	
3050B	04/11/05	6010B	04/13/05	7440-50-8	Copper	0.3	15.0	
3050B	04/11/05	6010B	04/13/05	7439-92-1	Lead	3	11	
CLP	04/11/05	7471A	04/11/05	7439-97-6	Mercury	0.06	0.06	
3050B	04/11/05	6010B	04/13/05	7440-22-4	Silver	0.4	0.4	U
3050B	04/11/05	6010B	04/13/05	7440-66-6	Zinc	0.8	34.0	

U-Analyte undetected at given RL
RL-Reporting Limit

FORM-1



INORGANICS ANALYSIS DATA SHEET

TOTAL METALS

Page 1 of 1

Sample ID: SED-3
SAMPLE

Lab Sample ID: HX79C

QC Report No: HX79-Aspect Consulting

LIMS ID: 05-6236

Project: Stutz Oil

Matrix: Sediment

046104-001

Data Release Authorized: *[Signature]*

Date Sampled: 04/06/05

Reported: 04/14/05

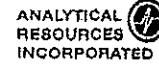
Date Received: 04/06/05

Percent Total Solids: 72.83

Prep Meth	Prep Date	Analysis Method	Analysis Date	CAS Number	Analyte	RL	ug/kg-dry	Q
3050B	04/11/05	6010B	04/13/05	7440-38-2	Arsenic	6	6	
3050B	04/11/05	6010B	04/13/05	7440-43-9	Cadmium	0.3	0.4	
3050B	04/11/05	6010B	04/13/05	7440-47-3	Chromium	0.6	18.5	
3050B	04/11/05	6010B	04/13/05	7440-50-8	Copper	0.3	33.4	
3050B	04/11/05	6010B	04/13/05	7439-92-1	Lead	3	13	
CLP	04/11/05	7471A	04/11/05	7439-97-6	Mercury	0.06	0.08	
3050B	04/11/05	6010B	04/13/05	7440-22-4	Silver	0.4	0.4	U
3050B	04/11/05	6010B	04/13/05	7440-66-6	Zinc	0.8	45.5	

U-Analyte undetected at given RL
RL-Reporting Limit

FORM-I



INORGANICS ANALYSIS DATA SHEET
TOTAL METALS
Page 1 of 1

Sample ID: LAB CONTROL

Lab Sample ID: HX79LCS
LIMS ID: 05-623e
Matrix: Sediment
Data Release Authorized: *BJ*
Reported: 04/14/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: NA
Date Received: NA

BLANK SPIKE QUALITY CONTROL REPORT

Analyte	Analysis Method	Spike Found	Spike Added	% Recovery	Q
Arsenic	6010B	193	200	96.5%	
Cadmium	6010B	49.9	50.0	99.8%	
Chromium	6010B	48.5	50.0	97.0%	
Copper	6010B	49.1	50.0	98.2%	
Lead	6010B	195	200	97.5%	
Mercury	7471A	1.06	1.00	106%	
Silver	6010B	48.8	50.0	97.6%	
Zinc	6010B	48.0	50.0	96.0%	

Reported in mg/kg-dry

N-Control limit not met
Control Limits: 80-120%

FORM-VII

METHOD BLANK RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized *AL*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104--001
Date Sampled: NA
Date Received: NA

Analyte	Date	Units	Blank
Total Solids	04/07/05	Percent	< 0.01 U
Total Organic Carbon	04/08/05	Percent	< 0.020 U

Soil Method Blank Report-HX79

SAMPLE RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Client ID: SED-1
ARI ID: 05-6234 HX79A

Analyte	Date	Method	Units	RL	Sample
Total Solids	04/07/05 040705#1	EPA-160.3	Percent	0.01	71.30
Total Organic Carbon	04/08/05 040805#1	Plumb,1981	Percent	0.020	1.52

RL Analytical reporting limit
U Undetected at reported detection limit

Soil Sample Report-HX79

ANALYTICAL REPORT - 04/19/05 04:19:05 PM 11/17/2005 11:17:05 AM Page 00

SAMPLE RESULTS-CONVENTIONALS
HX79-Aspact Consulting



Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Client ID: SED-2
ARI ID: 05-6235 HX79B

Analyte	Date	Method	Units	RL	Sample
Total Solids	04/07/05 040705#1	EPA 160.3	Percent	0.01	76.10
Total Organic Carbon	04/08/05 040805#1	Plumb, 1981	Percent	0.020	1.24

RL Analytical reporting limit
U Undetected at reported detection limit

Soil Sample Report-HX79

SAMPLE RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized: *ML*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Client ID: SED-3
ARI ID: 05-6236 HX79C

Analyte	Date	Method	Units	RL	Sample
Total Solids	04/07/05 040705#1	EPA 160.3	Percent	0.01	73.70
Total Organic Carbon	04/08/05 040805#1	Plumb, 1981	Percent	0.020	1.73

RL Analytical reporting limit
U Undetected at reported detection limit

Soil Sample Report-HX79

LAB CONTROL RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: NA
Date Received: NA

Analyte	Date	Units	LCS	Spike Added	Recovery
Total Organic Carbon	04/08/05	Percent	0.537	0.500	107.4%

Soil Lab Control Report-HX79

STANDARD REFERENCE RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Date Release Authorized: *OK*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: NA
Date Received: NA

Analyte/SRM ID	Date	Units	SRM	True Value	Recovery
Total Organic Carbon NIST #8704	04/08/05	Percent	3.23	3.35	96.48

Soil Standard Reference Report-HX79

REPLICATE RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Analyte	Date	Units	Sample	Replicate(s)	RPD/RSD
ARI ID: HX79A Client ID: SED-1					
Total Solids	04/07/05	Percent	71.30	70.60 71.20	0.5%
Total Organic Carbon	04/08/05	Percent	1.52	1.39 1.23	10.5%

Soil Replicate Report-HX79

MS/MSD RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized *BC*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Analyte	Date	Units	Sample	Spike	Spike Added	Recovery
ARI ID: HX79A Client ID: SED-1						
Total Organic Carbon	04/08/05	Percent	1.52	3.21	1.86	90.88

Soil MS/MSD Report-HX79

DRAFT August 26, 2010



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

NOTICE OF AND CONSENT TO ASSIGNMENT OF LEASE

Lease No. 22-077100

THIS AGREEMENT is made by and between MADISON SHORES MARINA, LLC, a limited liability corporation, whose address is P.O. Box 2234, Gig Harbor, Washington ("Assignor") and CITY OF GIG HARBOR, a government agency/entity, whose address is 3510 Grandview Street, Gig Harbor, Washington, 98335 ("Assignee").

BACKGROUND

- A. Lease No. 22-077100 was entered into on the 28th day of June, 2004, by and between MADISON SHORES MARINA, LLC as Tenant and the STATE OF WASHINGTON, acting through the Department of Natural Resources, as landlord ("State"), and recorded with the Pierce County Auditor's office under recording number 200707310382, Volume N/A, Page N/A (the "Lease").
- B. Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Tenant under the amended Lease. Assignor acknowledges the receipt and adequacy of consideration given by Assignee for this assignment. The Lease prohibits an assignment without State's consent. State is willing to give its consent based upon the assurances and agreements made in this Agreement.

THEREFORE, the parties agree as follows:

SECTION 1 NOTICE OF ASSIGNMENT

Assignor gives notice of its intent to assign all of its rights, title, and interest as Tenant under the amended Lease to Assignee effective the 28th day of June, 2010, for the balance of the Lease term as provided in the Lease.

DRAFT August 26, 2010

SECTION 2 ACCEPTANCE AND INDEMNIFICATION

Assignee gives notice of its intent to assume the obligations as Tenant under the Lease, and agrees to faithfully perform and discharge those obligations according to the terms of the Lease.

SECTION 3 NO RELEASE

State is not releasing Assignor from fully performing the provisions of the Lease. Assignor remains liable to State to the same extent as if no assignment had been made.

SECTION 4 MODIFICATION OF LEASE AT TIME OF ASSIGNMENT

Assignor agrees that State and Assignee may change, modify, or amend the Lease in any way, including the rent to be paid. The assignment and any modification or amendment to the Lease shall occur contemporaneously. Assignee acknowledges receipt of a copy of the Lease and any previous or contemporaneous amendments. Assignor acknowledges receipt of a copy of the amended Lease. Further assignments may be made, without notice to or consent of Assignor, and without in any manner releasing or relieving Assignor from liability under the Lease. Assignor shall remain liable under all the terms, covenants, and conditions of the Lease as originally executed to the end of the term of the Lease.

Amended clauses will be attached as Exhibit D.

SECTION 5 WARRANTIES

Assignor represents and warrants to State and to Assignee that (i) the Lease is in full force and effect; (ii) Assignor is not in default or breach of the Lease; (iii) Assignor has no knowledge of any claims, offsets, or defenses of any Tenant under the Lease; (iv) rents due subsequent to this assignment have not been paid in advance by any Tenant; and, (v) to the best of Assignor's knowledge, the property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws. Assignor shall defend, indemnify and hold State harmless from any breach of the foregoing warranties and from any claims or causes of action, known or unknown, of Assignor that have or may arise from circumstances that precede this assignment.

SECTION 6 NOTICE

Assignor instructs State to send all future notices to Assignee. Assignee has the obligation to keep Assignor informed about the activities on the property and Assignee's performance of its

DRAFT August 26, 2010

obligations under the Lease Assignee shall send to Assignor copies of any notices it receives or sends to State. Assignor has the obligation to remain informed of Assignee's activities on the property, Assignee's performance of its obligations under the Lease, and Assignee's financial condition. State has no obligation to provide Assignor any notice or information concerning the Lease or Assignee and Assignor shall not rely on State to inform Assignor.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

ASSIGNOR:

ASSIGNEE:

MADISON SHORES MARINA, LLC

CITY OF GIG HARBOR

JIM M. SULLIVAN
Member/Partner

CHUCK HUNTER
Mayor

Dated: _____, 20__

Dated: _____, 20__

LISA A. TALLMAN
Member/Partner

Dated: _____, 20__

DRAFT August 26, 2010

CONSENT TO ASSIGNMENT BY STATE

In consideration of the foregoing, State consents to the Assignment of the Lease *to* Assignee. However, State expressly conditions this consent on the understanding that neither State's consent nor its collection of rent from Assignee shall be a waiver of the covenant against future assignments or subletting. Furthermore, State's acceptance of Assignee as Tenant shall not be construed as releasing Assignor from full performance of the provisions of the Lease. Except as set forth in this Agreement, no provision of this consent alters or modifies any of the terms and conditions of the Lease, including the requirement that the written consent of the State be obtained before any further assignment of the Lease or subletting of the property occurs.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____

PETER GOLDMARK
COMMISSIONER OF PUBLIC LANDS

Approved as to form this
January, 2004
Mike Grossmann, Assistant Attorney General

DRAFT August 26, 2010

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that JIM M. SULLIVAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the member/partner of MADISON SHORES MARINA, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)
Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

DRAFT August 26, 2010

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that LISA A. TALLMAN is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the member/partner of MADISON SHORES MARINA, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)
Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

DRAFT August 26, 2010

Exhibit D

Section 1.1

Replace Exhibit A dated December 7th, 2006 with new exhibit A dated July 26, 2010.

Section 4.1 shall be replaced with the following:

4.1 Annual Rent.

- (a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of One Thousand Seventy Five Dollars and Fourteen Cents (\$1,075.14).

Section 10.2 (a) 1. **Insurance Types and Limits.** Shall be replaced with the following:

10.2 Insurance Terms.

- (a) Insurance Required.
- (1) Tenant certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Tenant shall provide to State evidence of its status as a self-insured entity. Upon request by State, Tenant shall provide a written description of its financial condition and/or the self-insured funding mechanism. Tenant shall provide State with at least thirty (30) days' written notice prior to any material changes to Tenant's self-insured funding mechanism.

Section 10.4 shall be replaced with the following:

10.4 Financial Security.

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). The Security shall be in an amount equal to Five Hundred Dollars and Zero Cents (\$500.00), which is consistent with RCW 79.105.330, and shall secure Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount in force at all times during the Term of this Lease shall constitute a breach of this Lease.

Section 17 Tenant Section shall be replaced with the following:

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

DRAFT August 26, 2010

The following paragraph shall be added to "description of property and facility:" of Exhibit B:

In June 2010 City of Gig Harbor purchased the adjacent upland property from Madison Shores Marina LLC. City intends to develop lease area into park for public use and access. Funding has yet to be secured and City has not begun redevelopment plans. Lease area has been reduced to square footage of the improvements including 10 foot buffer for access.

Section 2.1 Permitted Use of Exhibit B shall be replaced with:

Tenant is permitted to use the 2,441.12 square foot leasehold for access and planning for potential future development and maintenance of existing improvements.

SECTION 4 RENT of Exhibit B shall be replaced with the following:

4.1 Annual Rent. Rent for the period of June 28, 2010 through June 27, 2011 shall be \$1,075.14 plus a leasehold tax of \$138.05 for a total due at signing of \$1,213.19.

REDUCED LEASEHOLD AREA IN HARBOR AREA:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT:

A PORTION OF STATE OWNED AQUATIC LANDS LOCATED BETWEEN EXTREME LOW TIDE AND THE INNER HARBOR LINE IN FRONT OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO KNOWN AS CITY MONUMENT NO. 55; THENCE NORTH 02°20'21" EAST 107.87 FEET TO CITY MONUMENT NO. 54; THENCE ALONG THE CENTERLINE OF HARBORVIEW DRIVE NORTH 86°19'40" WEST 111.28 FEET; THENCE LEAVING SAID CENTERLINE NORTH 34°26'15" EAST 269.20 FEET TO THE LINE OF EXTREME LOW TIDE;

THENCE ALONG SAID TIDE LINE SOUTH 75°25'47" EAST 9.34 FEET;

THENCE SOUTH 86°55'07" EAST 28.80 FEET;

THENCE SOUTH 51°32'20" EAST 9.69 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 51°32'20" EAST 25.43 FEET;

THENCE SOUTH 57°59'37" EAST 9.12 FEET;

THENCE LEAVING SAID TIDE LINE NORTH 44°15'17" EAST 50.46 FEET;

THENCE NORTH 49°29'27" WEST 76.73 FEET;

THENCE SOUTH 41°14'00" WEST 33.18 FEET;

THENCE SOUTH 51°02'09" EAST 40.79 FEET;

THENCE SOUTH 44°15'17" WEST 20.57 FEET TO THE POINT OF BEGINNING.

LYING NORTHEASTERLY OF THE INNER HARBOR LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO KNOWN AS CITY MONUMENT NO. 55; THENCE NORTH 02°20'21" EAST 107.87 FEET TO CITY MONUMENT NO. 54; THENCE ALONG THE CENTERLINE OF HARBORVIEW DRIVE NORTH 86°19'40" WEST 111.28 FEET; THENCE LEAVING SAID CENTERLINE NORTH 34°26'15" EAST 321.42 FEET TO THE INNER HARBOR LINE AND THE POINT OF BEGINNING; THENCE ALONG SAID INNER HARBOR LINE SOUTH 37°20'40" EAST 113.52 FEET TO THE TERMINUS.

2441.12 square feet

**AQUATIC LANDS
Harbor Area Lease**

Application and Lease No. **22-077100**

Region: South Puget Sound

To lease the harbor area of Gig Harbor Bay in Pierce County.

Date Filed: April 4th, 2006

Description: For the purpose of a marina for full-time permanent moorage of large vessels.

Located in front of Lot 14 of S.P. Judson's Subdivision within Government Lot 2 in Section 8, Township 21 North, Range 2 East, Willamette Meridian.

Name: Madison Shores Marina, LLC

Address: 8725 Randall Drive NW

City: Gig Harbor

State: Wa.

Zip: 98332

Plate No. TF27-133 (Note 74)

No Encumbrances of Record

No Special Notations

Title Examiner: Erik Nedergard

Application
Register:

Plate:

Instrument

Register:

Plate:

Erik Nedergard
4/4/2006

Erik Nedergard
8/7/2007

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

AQUATIC LANDS LEASE

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- EXHIBIT A: LEGAL DESCRIPTION AND SURVEY
- EXHIBIT B: PLAN OF OPERATIONS AND MAINTENANCE
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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

AQUATIC LANDS LEASE

AQUATIC LANDS LEASE NO. 22-077100

THIS LEASE is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and MADISON SHORES MARINA, LLC, a limited liability company ("Tenant").

BACKGROUND

Tenant desires to lease the aquatic lands commonly known as Gig Harbor, which is a harbor area located in Pierce County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease.

THEREFORE, the parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").
- (b) This Lease is subject to all valid interests of third parties noted in the records of Pierce County, or on file in the office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) Not included in this Lease are any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not unreasonably interfere with Tenant's Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant prepared Exhibit A, which describes the Property. Tenant warrants that Exhibit A is a true and accurate description of the Lease boundaries and the improvements to be constructed or already existing in the Lease area.
- (b) Tenant shall not rely on any written legal descriptions, surveys, plats, or diagrams ("property description") provided by State. Tenant shall not rely on State's approval or acceptance of Exhibit A or any other Tenant-provided property description as affirmation or agreement that Exhibit A or other property description is true and accurate. Tenant's obligation to provide a true and accurate description of the Property boundaries shall be a material term of this Lease.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant has inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for access and planning for potential future development and maintenance of existing improvements as outlined in Section 7.2 (the "Permitted Use"), and for no other purpose. The Permitted Use is described or shown in greater detail in Exhibit B, the terms and conditions of which are incorporated by reference and made a part of this Lease. This is a water-dependent use.

2.2 Restrictions on Use.

- (a) Tenant shall not cause or permit any damage to natural resources on the Property.
- (b) Tenant shall also not cause or permit any filling activity to occur on the Property or adjacent state-owned aquatic land. This prohibition includes any deposit of rock, earth, ballast, wood waste, refuse, garbage, waste matter (including chemical, biological, or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Property, except as approved in writing by State.
- (c) Tenant shall neither commit nor allow waste to be committed to or on the Property or adjacent state-owned aquatic land.
- (d) Failure to Comply with Restrictions on Use.
 - (1) If State gains actual knowledge of Tenant's failure to comply with any of the restrictions set out in this Subsection 2.2, State may notify Tenant and provide Tenant a reasonable time to take all steps necessary to remedy the

failure and restore the Property to the condition before the failure occurred.

- (2) If Tenant fails to restore the Property in a timely manner, then State may take any steps reasonably necessary to restore the Property. Upon demand by State, Tenant shall pay all costs of any remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Property.
- (e) State's failure to notify Tenant of Tenant's failure to comply with all or any of the restrictions set out in this Subsection 2.2 does not constitute a waiver of any remedies available to State.
- (f) This section shall not in any way limit Tenant's liability under Section 8, below.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use or occupancy of the Property.

2.4 Liens and Encumbrances. Tenant shall keep the Property free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is thirty (30) years (the "Term"), beginning on the 28th day of June, 2004 (the "Commencement Date"), and ending on the 27th day of June, 2034 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant.

3.3 End of Term.

- (a) Upon the expiration or termination of this Lease, Tenant shall surrender the Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.
- (b) Definition of Reasonable Wear and Tear.
 - (1) Reasonable wear and tear is defined as deterioration resulting from the intended use of the leasehold that has occurred without neglect, negligence, carelessness, accident, or abuse of the premises by Tenant or any other person on the premises with the permission of Tenant.
 - (2) Reasonable wear and tear shall not include any deposit of rock, earth, ballast, wood waste, refuse, garbage, waste matter (including chemical,

biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Property that State has not expressly approved of in writing regardless of whether the deposit is incidental to or the byproduct of the intended use of the leasehold.

- (c) If Property is in worse condition, excepting for reasonable wear and tear, on the surrender date than on the Commencement Date, the following provisions apply.
 - (1) State shall provide Tenant a reasonable time to take all steps necessary to remedy the condition of the Property. State, at its option, may require Tenant to enter into a right-of-entry or other use authorization prior to the Tenant entering the Property to remedy any breach of this Subsection 3.3.
 - (2) If Tenant fails to remedy the condition of the Property in a timely manner, then State may take any steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Property, lost rent resulting from the condition of the Property prior to and during remedial action, and any administrative costs associated with the remedial action.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which may be terminated by either party on thirty (30) days' written notice.
 - (1) The monthly rent during the holdover shall be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
 - (2) Payment of more than the monthly rent shall not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.
- (b) If State provides a notice to vacate the Property in anticipation of the termination of this Lease or at any time after the Termination Date and Tenant fails to do so within the time set forth in the notice, then Tenant shall be a trespasser and shall owe the State all amounts due under RCW 79.02.300 or other applicable law.

SECTION 4 RENT

4.1 Annual Rent.

- (a) Until adjusted as set forth below, Tenant shall pay to State an annual rent of One Thousand Three Hundred Sixty Six Dollars and Seventy Nine Cents (\$1,366.79).
- (b) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), shall be due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter.

4.2 Payment Place. Payment is to be made to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Use. Annual Rent is based on Tenant's Permitted Use of the Property, as described in Section 2 above. If Tenant's Permitted Use changes, the Annual Rent shall be adjusted as appropriate for the changed use.

4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. Notice of any adjustments to the Annual Rent that are allowed by Paragraphs 4.5(b) shall be provided to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.
- (b) Procedures on Failure to make Timely Adjustment. In the event the State fails to provide the notice required in Paragraph 4.4(a), it shall be prohibited from collecting any adjustments to rent only for the year in which it failed to provide notice. No failure by State to adjust Annual Rent pursuant to Paragraph 4.4(a) shall affect the State's right to establish Annual Rent for a subsequent lease year as if the missed or waived adjustment had been implemented. The State may adjust, bill, and collect Annual Rent prospectively as if any missed or waived adjustments had actually been implemented. This includes the implementation of any inflation adjustment and any rent revaluations that would have been authorized for previous lease years.

4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which the rent is revalued under Paragraph 4.5(b) below. This adjustment shall be effective on the anniversary of the Commencement Date.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) Rent Cap. After the initial year's rent is determined under Subsection 4.1, rent may increase by operation of Paragraph 4.5(a) or 4.5(b). If application of the

statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, the actual increase implemented in such year shall be limited to fifty percent (50%) of the then-existing rent, in accordance with RCW 79.105.260. The balance of the increase determined by the formula shall be deferred to subsequent years and added to the next and subsequent years' rental increases until the full amount of the increase is lawfully implemented.

SECTION 5 OTHER EXPENSES

- 5.1 Utilities.** Tenant shall pay all fees charged for utilities in connection with the use and occupancy of the Property, including but not limited to electricity, water, gas, and telephone service.
- 5.2 Taxes and Assessments.** Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Property, Tenant's leasehold interest, the improvements, or Tenant's use and enjoyment of the Property.
- 5.3 Right to Contest.** Tenant may, in good faith, contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against any loss or liability by reason of such contest.
- 5.4 Proof of Payment.** If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of any amounts required to be paid under the terms of this Lease.
- 5.5 Failure to Pay.** If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with the provisions of Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

- 6.1 Late Charge.** If State does not receive any rental payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the amount of the payment or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay. Failure to pay rent constitutes a default by the Tenant and State may seek remedies under Section 14 as well as late charges and interest as provided in this section.
- 6.2 Interest Penalty for Past-Due Rent and Other Sums Owed.**
- (a) If State does not receive rent within thirty (30) days of the date due, then Tenant shall pay interest on the amount outstanding at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Subsection 6.1, above.

- (b) If State pays or advances any amounts for or on behalf of Tenant, including but not limited to leasehold taxes, taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials pursuant to Subsection 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance.

6.3 Referral to Collection Agency and Collection Agency Fees. If State does not receive payment within thirty (30) days of the due date, State has discretion to refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount. Under RCW 19.16.500, a collection agency fee of up to fifty percent (50%) of the first One Hundred Thousand Dollars (\$100,000) of unpaid debt and up to thirty-five percent (35%) of unpaid debt over One Hundred Thousand Dollars (\$100,000) is reasonable.

6.4 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. In the absence of an election, the payment or receipt shall be applied first to accrued taxes which State has advanced or may be obligated to pay, then to other amounts advanced by State, then to late charges and accrued interest, and then to the earliest rent due. State may accept any payment in any amount without prejudice to State's right to recover the balance of the rent or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment shall constitute or be construed as accord and satisfaction.

6.5 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, rent and all other sums payable by Tenant pursuant to this Lease shall be paid without the requirement that State provide prior notice or demand, and shall not be subject to any counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) **Improvements.** Consistent with RCW 79.105 through 79.145, Improvements are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) **Personal Property.** Personal property is defined as items that can be removed from the Property without (1) injury to the Property or Improvements or (2) diminishing the value or utility of the Property or Improvements.
- (c) **State-Owned Improvements.** State-Owned Improvements are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.

- (d) **Tenant-Owned Improvements.** Tenant-Owned Improvements are Improvements made by Tenant with State's consent or acquired by Tenant from former tenant in accordance with RCW 79.125.300 or 79.130.040.
- (e) **Unauthorized Improvements.** Unauthorized Improvements are Improvements made on the Property without State's prior consent or Improvements made by Tenant that are not in conformance with plans submitted to and approved by the State.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Property: timber pier, wood floats with Styrofoam flotation, concrete floats, two (2) boat houses, and creosote piling. The Improvements are Tenant-Owned Improvements.

7.3 Construction, Alteration, Replacement, and Modification.

- (a) Tenant shall not place, construct, remove, or demolish Improvements without State's prior written consent. State may deny consent if State determines that denial is in the best interests of the State. State's consent is not required for routine maintenance or repair to Improvements made by the Tenant pursuant to its obligation to maintain the Property in good order and repair. Routine maintenance or repair does not include alteration, replacement, removal, or major repair of any Improvements on the Property. Subsection 7.4 shall govern removal of Improvements at end of Lease.
- (b) Prior to any placement, construction, alteration, replacement, removal, or major repair of any Improvements (whether State-Owned or Tenant-Owned), Tenant shall submit to State plans and specifications that describe the proposed activity. If State does not notify Tenant of its grant or denial of consent within sixty (60) days of submittal, State waives the requirement for State's written consent with regards to Tenant's proposed plans or activity.
- (c) Construction shall not commence until Tenant has obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. The performance and payment bond shall be maintained until the costs of construction, including all laborers and material persons, have been paid in full.
- (d) Upon completion of construction, Tenant shall promptly provide State with as-built plans and specifications.
- (e) State shall not charge rent for authorized Improvements installed by Tenant during this Lease, but State may charge rent for such Improvements when and if the Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Subsection 7.4.

7.4 Disposition and Removal of Tenant-Owned Improvements at End of Lease.

(a) Disposition

- (1) Tenant shall remove Tenant-Owned Improvements upon the expiration, termination, or cancellation of the Lease unless State waives the requirement for removal.
- (2) Tenant-Owned Improvements remaining on the Property on the expiration, termination or cancellation date shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership. If RCW 79.125.300 or 79.130.040 apply at the time this Lease expires, Tenant may be entitled to payment by the new tenant for Tenant-Owned Improvements.
- (3) If Tenant-Owned Improvements remain on the Property after the expiration, termination, or cancellation date without State's actual or deemed consent, Tenant-Owned Improvements, State may remove all Improvements and Tenant shall pay the costs of removal and disposal.

(b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.

- (1) State has option to waive removal of any or all Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant re-leases the Property.
- (2) If Tenant re-leases the Property, State may waive requirement remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.
- (3) If Tenant does not re-lease the Property, State has option to waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
 - (i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.
 - (ii) State, within ninety (90) days, shall notify Tenant whether State consents to any or all Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days shall be deemed a denial of the request.

(c) Removal.

- (1) Tenant shall not remove or demolish Tenant-Owned Improvements without State's prior written consent.
- (2) At least ninety (90) days prior to planned removal and/or demolition, Tenant shall submit to State plans and specifications that describe the proposed activity. If regulatory permits are required for removal and/or demolition of Improvements, Tenant shall submit plans and specifications at least sixty (60) days before submitting permit applications to the regulatory agencies unless Tenant and State otherwise agree to coordinate permit applications.
- (3) Within sixty (60) days of receiving Tenant's plans and specifications, State shall notify Tenant that States grants consent for removal and/or demolition as proposed. State may impose additional conditions reasonably intended to protect and preserve the Property. State also may waive removal of any or all Improvements.
- (4) State's failure to respond to Tenant's submittal within sixty (60) days shall be a waiver of the requirement for State's consent and Tenant may commence with the proposed activity.

(d) Tenant's Obligations if State Waives Removal.

- (1) Tenant shall not remove Improvements if State waives the requirement for removal of any or all Tenant-Owned Improvements.
- (2) Tenant shall maintain such Improvements in accordance with this Lease until the expiration, termination, or cancellation date. Tenant shall be liable to State for cost of repair if Tenant causes or allows damage to Improvements State has designated to remain.

7.5 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements shall be the property of State, unless State elects otherwise.
- (b) State, at its option, may either:
 - (1) Consent to Tenant ownership of the Improvements, or
 - (2) Charge rent for use of the Improvements from the time of installation or construction and

- (i) Require Tenant to remove the Improvements, in which case Tenant shall pay rent for the Improvements until removal,
- (ii) Consent to Improvements remaining and Tenant shall pay rent for the use of the Improvements, or
- (iii) Remove Improvements and Tenant shall pay for the cost of removal and disposal, in which case Tenant shall pay rent for use of the Improvements until removal and disposal.

7.6 Disposition of Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the Termination Date. Tenant shall be liable for any and all damage to the Property and any Improvements that may result from removal of Personal Property.
- (c) State, at its option, may sell or dispose of all Personal Property left on the Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Tenant to the State, and State shall pay the remainder, if any, to the Tenant.
 - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, including, but not limited to, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 *et seq.*, as amended; Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended; Washington's Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended; and Washington's Sediment Management Standards, WAC Chapter 173-204.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a) or any similar event defined under any such law.

- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care established under MTCA, RCW 70.105D.040.

8.2 General Conditions.

- (a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Property and
 - (2) Adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances arises from Tenant's use of the Property.
- (b) Standard of Care.
 - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
 - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties affecting Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law, including – but not limited to – RCW 70.105D.040.

8.3 Current Conditions and Duty to Investigate.

- (a) Hazardous Substances are known to exist in, on, under, or above the Property. These are identified in Exhibit C, which is attached for information only and is not incorporated in the Lease. State makes no representations or warranties of any kind or nature regarding the accuracy, completeness, or any other matter relating to Exhibit C. Hazardous Substances other than those identified in Exhibit C may exist in, on, under, or above the Property.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Property and the existence, scope, and location of any Hazardous Substances on the Property, or adjacent to the Property, that allows Tenant to meet Tenant's obligations under this Lease.

8.4 Use of Hazardous Substances.

- (a) Tenant, its subtenants, contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.

- (b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that:
 - (1) Result in a release or threatened release of Hazardous Substances, or
 - (2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Tenant's occupancy of the Property.

8.5 Management of Contamination.

- (a) Tenant shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities;
 - (2) Result in human or environmental exposure to contaminated sediments;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation.
- (b) If requested, Tenant shall allow reasonable access to:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of any Hazardous Substance;
 - (3) Any lien or action arising from the foregoing;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;

- (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to the Property, adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances could arise from the Tenant's use of the Property, and any other property used by Tenant in conjunction with Tenant's use of the Property where a release or the presence of Hazardous Substances on the other property would affect the Property.
- (c) Tenant shall provide State with copies of all documents concerning environmental issues associated with the Property, and submitted by Tenant to any federal, state or local authorities. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits; Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) "Liabilities" as used in this Subsection 8.7 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.
- (b) Tenant shall fully indemnify, defend, and hold State harmless from and against any liabilities that arise out of, or are related to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees regardless of whether the act occurs before, during, or after the Term of this Lease;
 - (2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination resulting from any act or omission of Tenant, its subtenants, contractors, agents, employees, guests, invitees, or affiliates regardless of whether the release, threatened release, or exacerbation occurs before, during, or after the Term of this Lease.
- (c) Tenant shall fully indemnify, defend, and hold State harmless for any and all liabilities that arise out of or are in any way related to Tenant's breach of obligations under Subsection 8.5.

(d) Third Parties.

- (1) Tenant has no duty to indemnify State for acts or omissions of third parties unless Tenant fails to exercise utmost care with respect to the foreseeable acts or omissions of the third party and the foreseeable consequences of those acts or omissions to the extent required to establish a viable third-party defense under the law, including – but not limited to – RCW 70.105D.040. Tenant’s third-party indemnification duty arises under the conditions described in Subparagraph 8.7(d)(2).
- (2) If an administrative or legal proceeding arising from a release or threatened release of Hazardous Substances finds or holds that Tenant failed to exercise care as described in Subparagraph 8.7(d)(1), Tenant shall fully indemnify, defend, and hold State harmless from and against any liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances. This shall include any liabilities arising before the finding or holding in the proceeding.

8.8 Reservation of Rights.

- (a) For any environmental liabilities not covered by the indemnification provisions of Subsection 8.7, the parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence, release, or threatened release of Hazardous Substances that either party may have against the other under federal, state, or local laws, including, but not limited to, CERCLA, MTCA, and the common law.
- (b) This Lease affects no right, claim, immunity, or defense either party may have against third parties, and the parties expressly reserve all such rights, claims, immunities, and defenses.
- (c) The provisions under this Section 8 do not benefit, or create rights for, third parties.
- (d) The allocations of risks, liabilities, and responsibilities set forth above do not release either party from, or affect the liability of either party for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

8.9 Cleanup.

- (a) If Tenant’s act, omission, or breach of obligation under Subsection 8.4 results in a release of Hazardous Substances, Tenant shall, at Tenant’s sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law. Cleanup actions shall include, without limitation, removal, containment, and remedial actions.

- (b) Tenant's obligation to undertake a cleanup under Section 8 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards.
- (c) At the State's discretion, Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with State (DNR) in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without State (DNR) approval of final plans. Nothing in the operation of this provision shall be construed as an agreement by State (DNR) that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup shall not be a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 8.4, above, Tenant shall promptly reimburse State for all costs associated with such Tests.
- (c) State shall not seek reimbursement for any Tests under this Subsection 8.10 unless State provides Tenant written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, except when such Tests are in response to an emergency. Tenant shall reimburse State for Tests performed in response to an emergency if State has provided such notice as is reasonably practical.
- (d) Tenant shall be entitled to obtain split samples of any Test samples obtained by State, but only if Tenant provides State with written notice requesting such samples within twenty (20) calendar days of the date Tenant is deemed to have received notice of State's intent to conduct any non-emergency Tests. Tenant solely shall bear the additional cost, if any, of split samples. Tenant shall reimburse State for any additional costs caused by split sampling within thirty (30) calendar days after State sends Tenant a bill with documentation for such costs.
- (e) Within sixty (60) calendar days of a written request (unless otherwise required pursuant to Paragraph 8.6(c), above), either party to this Lease shall provide the other party with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the

Property performed by or on behalf of State or Tenant. There is no obligation to provide any analytical summaries or expert opinion work product.

8.11 Closeout Assessment.

- (a) State has discretion to require Tenant to conduct a Closeout Environmental Assessment ("Closeout Assessment") prior to Termination of the Lease.
- (b) The purpose of the Closeout Assessment shall be to determine the existence, scope, or effects of any Hazardous Substances on the Property and any associated natural resources. The Closeout Assessment may include sediment sampling.
- (c) State shall provide Tenant with written notice that a Closeout Assessment is required no later than one hundred eighty (180) calendar days prior to the Termination Date, or within ninety (90) days of any valid notice to terminate the lease earlier than originally agreed.
- (d) Within sixty (60) days of State's notice that Closeout Assessment is required and before commencing assessment activities, Tenant shall submit a proposed plan for conducting the Closeout Assessment in writing for State's approval.
- (e) If State fails to approve or disapprove of the plan in writing within sixty (60) days of its receipt, the proposed plan shall be deemed approved.
- (f) Tenant shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.
- (g) If the initial results of the Closeout Assessment disclose that Hazardous Substances may have migrated to other property, State may require additional Closeout Assessment work to determine the existence, scope, and effect of any Hazardous Substances on adjacent property, any other property subject to use by Tenant in conjunction with its use of the Property, or on any associated natural resources.
- (h) Tenant shall submit Closeout Assessment to State upon completion.
- (i) As required by law, Tenant shall report to the appropriate regulatory authorities if the Closeout Assessment discloses a release or threatened release of Hazardous Substances.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall not be unreasonably conditioned or withheld.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any sale, conveyance, mortgage, assignment, pledge, sublet, or other transfer or encumbrance if said transfer will result in more sub-Tenants, partial assignees, or sub-divided interest holders. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
 - (1) changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
 - (2) the agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant.
- (d) State's consent under this Subsection 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer shall not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for approval.
- (b) All subleases shall meet the following requirements:
 - (1) The sublease shall be consistent with and subject to all the terms and conditions of this Lease;
 - (2) The sublease shall confirm that this Lease shall control if the terms of the sublease conflict with the terms of this Lease;
 - (3) The term of the sublease (including any period of time covered by a renewal option) shall end before the Termination Date of the initial Term or any renewal term;

- (4) The sublease shall terminate if this Lease terminates, whether upon expiration of the Term, failure to exercise an option to renew, cancellation by State, surrender, or for any other reason;
- (5) The subtenant shall receive and acknowledge receipt of a copy of this Lease;
- (6) The sublease shall prohibit the prepayment to Tenant by the subtenant of more than the annual rent;
- (7) The sublease shall identify the rental amount to be paid to Tenant by the subtenant;
- (8) The sublease shall confirm that there is no privity of contract between the subtenant and State;
- (9) The sublease shall require removal of the subtenant's Improvements and trade fixtures upon termination of the sublease;
- (10) The subtenant's permitted use shall be within the Permitted Use authorized by this Lease; and
- (11) The sublease shall require the subtenant to meet all obligations of Tenant under Section 10, Indemnification, Financial Security Insurance.

9.4 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of less than one year does not require State's written consent or approval pursuant to Subsections 9.1 or 9.3. Tenant shall conform moorage sublease agreements to the sublease requirements in Subsection 9.3.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any and all claims arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees.
- (b) "Claim" as used in this Subsection 10.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to,

physical injury to the Property and damages resulting from loss of use of the Property.

- (c) State shall not require Tenant to indemnify, defend, and hold State harmless for claims that arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents.
- (d) Tenant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold State and its agencies, officials, agents, or employees harmless.
- (e) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold State harmless for Hazardous Substances.

10.2 Insurance Terms.

(a) Insurance Required.

- (1) At its own expense, Tenant shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Subsection 10.2 and in Subsection 10.3, Insurance Types and Limits. Failure to maintain the required insurance may result in termination of this Lease at the State's option.
- (2) All insurance should be issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. State's risk manager shall review and approve any exception before acceptance by State. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- (3) The State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees shall be named as an additional insured on all general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies.
- (4) All insurance provided in compliance with this Lease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

- (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.

- (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
- (c) Proof of Insurance.
- (1) Tenant shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance shall reference additional insureds and the Lease number.
 - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State shall be provided written notice before cancellation or non-renewal of any insurance required by this Lease, in accordance with the following:
- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, State shall be given ten (10) days' advance notice of cancellation; otherwise, State shall be provided forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, State shall be given ten (10) days' advance notice of cancellation; otherwise, State shall be provided forty-five (45) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
- (1) State may impose changes in the limits of liability for all types of insurance as it deems necessary.
 - (2) New or modified insurance coverage shall be in place within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, at its option, State shall either:
- (1) Deem the failure an Event of Default under Section 14, or

- (2) State shall have the right to procure and maintain comparable substitute insurance and to pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Subsection 6.2 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
- (1) State does not represent that coverage and limits required under this Lease will be adequate to protect Tenant.
 - (2) Coverage and limits shall not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) Any insurance proceeds payable by reason of damage or destruction to property shall be first used to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
- (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL or MGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance shall be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance shall have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
- (1) State of Washington Workers' Compensation.

- (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Tenant. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.
 - (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Worker's Act. Certain work or services under this Lease may require insurance coverage for longshore and harbor workers other than seaman as provided in the Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 *et. seq.*). Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Tenant is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (3) Jones Act. Certain work or services under this Lease may require insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Tenant is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employer's Liability Insurance. Tenant shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
 - (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance shall be

written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy shall be waived. State shall be included as an insured and a loss payee under the property insurance policy.

- (2) Tenant shall buy and maintain boiler and machinery insurance required by contract documents or by law, covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of boilers, fired or unfired vessels, electric or steam generators, or pipes.
- (3) In the event of any loss, damage, or casualty which is covered by one or more of the types of insurance described above, the parties to this Lease shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which shall be held in trust by State, including interest earned by State on such proceeds, for use according to the terms of this Lease. The parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).
- (4) When sufficient funds are available, using insurance proceeds described above, the parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
 - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to, or more suitable than, damaged building(s) and/or Improvements.

10.4 Financial Security.

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). The Security shall be in an amount equal to Six Thousand Dollars (\$6,000) which is consistent with RCW 79.105.330, and shall secure Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount in force at all times during the Term of this Lease shall constitute a breach of this Lease.
- (b) All Security shall be in a form acceptable to the State.

- (1) Bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. State's risk manager shall review and approve any exception before acceptance by State.
 - (2) Letters of credit, if approved by State, shall be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, shall allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
- (1) State may require an adjustment in the amount of Security:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security shall not relieve Tenant of liability, shall not limit any of State's other remedies, and shall not reinstate or cure the default or prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. This Lease does not obligate State to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements (regardless of ownership) in good order and repair, in a clean, attractive, and safe condition. Tenant's obligations under this Subsection 11.2

shall be in addition to Tenant's obligations under Subsections 2.2 and 3.3 of this Lease.

- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property which may be required by any public authority.
- (c) Tenant shall make all additions, repairs, alterations, replacements, or changes to the Property and to any Improvements on the Property in accordance with Section 7, Improvements, above. Section 7 shall govern ownership.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall promptly give written notice to State. Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and any Improvements as nearly as possible to its condition immediately prior to the damage or destruction.
- (b) State shall not be deemed to have actual knowledge of the damage or destruction of the Property or any Improvements without Tenant's written notice.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each claim waived. No claim is waived unless State waives with specificity.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property shall not be conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless this Lease is terminated by mutual agreement, there shall be no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. In the event Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State shall then have the right to retain any and all insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

- (a) Taking. The term "taking," as used in this Lease, means that an entity authorized by law exercises the power of eminent domain, either by judgment or settlement in lieu of judgment, over all or any portion of the Property and any Improvements. Taking includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of the State, prevents or renders impractical the Permitted Use. A total taking occurs when the entire Property is taken. A partial taking occurs when the taking does not constitute a total taking as defined above.
- (b) Voluntary Conveyance. The terms "total taking" and "partial taking" shall include a voluntary conveyance, in lieu of formal court proceedings, to any agency, authority, public utility, person, or corporate entity empowered to condemn property.
- (c) Date of Taking. The term "date of taking" shall mean the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If during the Term there shall be a total taking, the leasehold estate of Tenant in the Property shall terminate as of the date of taking. If this Lease is terminated, in whole or in part, all rentals and other charges payable by Tenant to State and attributable to the Property taken shall be paid by Tenant up to the date of taking. If Tenant has pre-paid rent, Tenant will be entitled to a refund of the pro rata share of the pre-paid rent attributable to the period after the date of taking. In the event of a partial taking, there shall be a partial abatement of rent from the date of taking in a percentage equal to the percentage of Property taken.

13.3 Allocation of Award.

- (a) In the event of any condemnation, the award shall be allocated between State and Tenant based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements on the Property and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements.
- (b) In the event of a partial taking, this ratio will be computed on the basis of the portion of Property or Improvements taken.
- (c) If Tenant and State are unable to agree on the allocation, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant shall be in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay Annual Rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Proceedings are commenced by or against Tenant under any bankruptcy act or for the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

- (a) A default shall become an event of default ("Event of Default") if Tenant fails to cure the default within the applicable cure period after State provides Tenant with written notice of default, which specifies the nature of the default.
- (b) The cure period shall be sixty (60) days.
- (c) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure. This Paragraph 14.2 is effective regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) Without terminating this Lease, State may also relet the Property on any terms and conditions as State in its sole discretion may decide are appropriate.
 - (1) If State elects to relet, rent received by it shall be applied: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
 - (2) Tenant shall be responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
 - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.

- (c) State's reentry or repossession of the Property under Paragraph 14.3(b) shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless State gives a written notice of termination to Tenant or termination is decreed by legal proceedings.

SECTION 15 ENTRY BY STATE

State shall have the right to enter the Property at any reasonable hour to inspect for compliance with the terms of this Lease. State's failure to inspect the Property shall not constitute a waiver of any rights or remedies under this Lease.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant shall be responsible for determining the extent of its right to possession and for defending its leasehold interest.

16.2 In the Event of Eviction by Third Party. In the event Tenant is evicted from the Property by reason of successful assertion of any of the rights of any third party, this Lease shall terminate as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations shall abate as of the date of the partial eviction, in direct proportion to the extent of the eviction, but in all other respects, this Lease shall remain in full force and effect.

SECTION 17 NOTICE

Any notices required or permitted under this Lease may be personally delivered, delivered by facsimile machine, or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District Aquatics Region
950 Farman Avenue North
Enumclaw, WA 98022-9282

Tenant: MADISON SHORES MARINA LLC
8725 Randall Drive NW
Gig Harbor, WA 98332

A notice shall be deemed given and delivered upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after being mailed as set forth above, whichever is applicable. All notices must identify the lease number to which the notice pertains. Notices transmitted by facsimile machine shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant will provide evidence satisfactory to State confirming these representations. This Lease is entered into by State pursuant to the authority granted it in Chapters 79.105 to 79.135 RCW and the Constitution of the State of Washington.

18.2 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits and addenda, if any, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property, if any, are merged into this Lease.

18.5 Waiver.

- (a) The waiver by State of any breach or default of any term, covenant, or condition of this Lease shall not be deemed a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.
- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, shall not constitute waiver of State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded to State by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease shall be applicable to one or more persons, as the case may be. The singular shall include the plural, and the neuter shall include the masculine and feminine. If there is more than one Tenant, their obligations shall be joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations.

18.9 Invalidity. If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for Thurston County, Washington.

18.11 Recordation. Tenant shall record this Lease or a memorandum documenting the existence of this Lease in the county in which the Property is located, at Tenant's sole expense. The memorandum shall contain, at a minimum, the Property description, the names of the parties to the Lease, the State's lease number, and the duration of the Lease. Tenant shall provide State with recording information, including the date of recordation and file number. Tenant shall have thirty (30) days from the date of delivery of the final executed agreement to comply with the requirements of this Subsection 18.11. If Tenant fails to record this Lease, State may record it and Tenant shall pay the costs of recording upon State's demand.

18.12 Modification. Any modification of this Lease must be in writing and signed by the parties. Oral representations or statements shall not bind either party.

18.13 Survival. Any obligations of Tenant which are not fully performed upon termination of this Lease shall not cease, but shall continue as obligations until fully performed.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

Tenant: MADISON SHORES MARINA
LLC

Dated: 5-9- 2007 By: [Signature]
JIM M. SULLIVAN
Title: Member/Partner

Address:

Dated: May 9 2007 By: [Signature]
LISA A. TALLMAN
Title: Member/Partner

Address:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 1/12/7 20 By: [Signature]
DOUG SUTHERLAND
Title: Commissioner of Public Lands

Address: Shoreline District Aquatics Region
950 Farman Avenue North
Enumclaw, WA 98022-9282



Standard Aquatic Lands Lease
Approved as to Form on June 7, 2006

By: Janis Snoey
Assistant Attorney General
State of Washington

PROCESSED
[Signature]

REPRESENTATIVE ACKNOWLEDGMENT

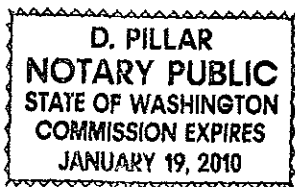
STATE OF WA)
) ss
County of Pierce)

I certify that I know or have satisfactory evidence that JIM M. SULLIVAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member/Partner of Madison Shores Marina LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/9/2007

D Pillar
(Signature)

D Pillar
(Print Name)



Notary Public in and for the State of
Washington, residing at
Pierce Co.

My appointment expires 1/19/2010

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WA)
) ss
County of Pierce)

I certify that I know or have satisfactory evidence that LISA A. TALLMAN is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Member/Partner of Madison Shores Marina LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

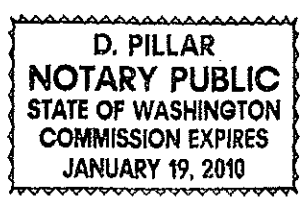
Dated: 5/9/07

D Pillar

(Signature)

D Pillar

(Print Name)



Notary Public in and for the State of
Washington, residing at
Pierce Co

My appointment expires 1/19/2010

STATE ACKNOWLEDGMENT

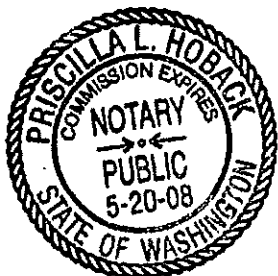
STATE OF WASHINGTON)
County of Thurston) ss

I certify that I know or have satisfactory evidence that DOUG SUTHERLAND is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/12/07

Priscilla L. Hoback
(Signature)

Priscilla L. Hoback
(Print Name)



Notary Public in and for the State of
Washington, residing at
Yelm

My appointment expires 5/20/08

EXHIBIT B

PLAN OF DEVELOPMENT, OPERATION, AND MAINTENANCE

Lease No. 22-077100

Madison Shores Marina, LLC

Site address: 3003 Harborview Dr. Gig Harbor, WA 98335

Mailing address: 8725 Randall Dr. NW Gig Harbor, WA 98332

DESCRIPTION OF THE PROPERTY AND FACILITY

The Madison Shores Marina, LLC (herein referred to as Madison) property is located on the southwest shore of Gig Harbor in the city of Gig Harbor, Washington. The lease area occupies 20,702 square feet (0.48 acres) of State owned harbor area. A second lease for the unplatted first class tideland portion of the lease area is being issued under lease number 20-080894.

A portion of the harbor area lease area was formerly held by Stutz Fuel as a boat fueling and moorage facility under lease number 22-002720; this lease expired, and was terminated on February 28, 2005. Madison purchased the upland property (CPN 0221081187) in 2004 and took possession of the improvements located on State owned aquatic lands from the former owner, Stutz Fuel, on June 28, 2004 per court order (04-2-06229-8). Madison is currently undergoing a voluntary clean-up on the upland property for contaminated soil and groundwater under the supervision of the Washington Department of Ecology.

Improvements remaining on State owned aquatic lands include portions of the remnant timber pier, wood floats with Styrofoam floatation, concrete floats, two (2) boat houses, and creosote piling as detailed in Exhibit A.

Future Use and Condition

Any changes to the Permitted Use must be authorized by the State and an Amendment to the lease must be completed before any changes occur on the Property.

SECTION 2 USE

2.1 Permitted Use

Tenant is permitted to use the 20,702 square foot leasehold for access and planning for potential future development and maintenance of existing improvements.

2.3 Conformance with Laws

This lease does not authorize Tenant to occupy the Property with any new improvements or allow Tenant to proceed with any alteration of the Property. Any changes to the Permitted Use must be authorized by the State and an Amendment to the lease must be completed before any changes occur on the Property.

SECTION 4 RENT

4.1 Annual Rent. Total rent due at signing of lease is: \$7,498.00.

Rent for the period of June 28, 2004 through December 28, 2006, based on the previous leasehold area of 0.12 acres totals \$4,029.84, broken down as follows:

<u>Date</u>	<u>Base Rent</u>	<u>PPI</u>	<u>LHT</u>	<u>Total</u>
June 28, 2004- June 27, 2005:	1,366.79	N/A	175.50	\$1,542.29
June 28, 2005- June 27, 2006:	1,366.79	72.99	184.86	\$1,624.64
June 28, 2006- Dec. 28, 2006:	719.89	44.83	98.19	\$862.91

Six months rent for the period of December 29, 2006 through June 27, 2007, based on the current leasehold area of 0.48 acres totals \$3,468.16, broken down as follows:

<u>Date</u>	<u>Base Rent</u>	<u>PPI</u>	<u>LHT</u>	<u>Total</u>
Dec. 29, 2006- June 27, 2007:	2,893.35	180.17	394.64	\$3,468.16

SECTION 7 IMPROVEMENTS

7.3 Construction, Alteration, Replacement and Modification. No construction or demolition may occur on the Property until an amendment to the lease is completed. Tenant shall provide State with documentation showing that Tenant has obtained all applicable permits when Tenant provides plans and specifications describing the proposed activity as required by Section 7.3 Construction.

SECTION 8 ENVIRONMENTAL LIABILITY/ RISK ALLOCATION

8.6 Notification and Reporting. Tenant will immediately notify State of any violation received from any regulatory agency. In addition to reviewing any plans associated with remedying the violations, State may attach additional requirements for asset protection of state-owned aquatic lands.

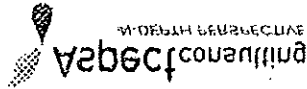
SECTION 17 NOTICE

Tenant shall designate a contact person for the Department of Natural Resources. This person has the responsibility of notifying the DNR of the status of the lease. The current contact person is:

Jim Sullivan
8725 Randall Drive NW.
Gig Harbor, WA 98332
253-851-2633 cell: 206-406-1313

The current contact for the Department of Natural Resources is:

Pierce County Natural Resource Specialist
Wynnae Wright
950 Farman Avenue North
Enumclaw, WA 98022
360-825-1631 ext. 2008 cell: 206-909-1304



MEMORANDUM

Project No.: 040104-001-01

May 2, 2005

To: Jim Sullivan, Tangodoe Investment Properties
From: Jeremy Porter and Chip Goodhue
Re: Summary of Sediment Sampling Results
Former Stutz Oil Property

This memorandum presents the results of sediment sampling completed by Aspect Consulting in tidelands adjacent to the former Stutz Oil property located at 3003 Harborview Drive in Gig Harbor, Washington (see Figure 1). The property currently includes a contiguous lease of approximately 5,000 square feet of Department of Natural Resources (DNR) tidelands. Tangodoe Investment Properties (Tangodoe) is applying for an expansion of the DNR tidelands lease area to accommodate a new marina facility. The area of the proposed lease expansion is shown on Figure 2. This investigation was completed in response to a DNR request that Tangodoe collect and analyze sediment samples to establish a sediment quality baseline in the existing and proposed lease areas. The chemicals evaluated in this study included polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), which were detected in a previous 2001 sediment study, and metals.

Summary of Previous 2001 Sediment Sampling

A previous sediment investigation was completed in the current DNR lease area by Associated Earth Sciences in 2001 (AESI 2001). Two sediment samples were collected from beneath the former fueling dock. These samples were composited into one sample (SO-SS1) and analyzed for total organic carbon, PAHs, metals, and PCBs. Concentrations of metals and total organic carbon (TOC)-normalized PAHs were below Washington State Sediment Quality Standards (SQS). The total TOC-normalized PCB concentration of 12 milligrams/kilogram OC (mg/kg) in the composited sample was equal to the SQS and was well below the Washington State Sediment Cleanup Screening Level (CSL) of 65 mg/kg. Excerpts of the 2001 study, including sediment sampling methodology and results, are included in Attachment 3.

Summary of 2005 Sediment Sampling

Field Sampling Methods

Three sediment samples (SED-1, SED-2, and SED-3) were collected by Aspect Consulting from Gig Harbor tidelands adjacent to the former Stutz Oil property on April 6, 2005. Sample locations are shown on Figure 2. Samples SED-1 and SED-2 were located in the proposed expanded marina lease area, and SED-3 was located just north of the former fueling dock in the current lease area. Sampling location data, including coordinates measured with GPS, are provided in Tables 1 and 2.

811 First Avenue, Suite 480 Seattle, WA 98104 Tel: (206) 328-7443 Fax: (206) 638-5853
www.aspectconsulting.com

May 2, 2005

MEMORANDUM
Project No.: 040104 -001 -01

Samples were collected by Aspect Consulting and Research Support Services from a boat using a 0.1-m² stainless steel Van Veen sediment grab sampler. The sampler was inspected to ensure that the jaws had closed properly. The overlying water was siphoned off, and sediment from the upper 10 cm was scooped out, without touching the sampler sides, using a stainless steel spoon and placed in a stainless steel bowl. Samples were homogenized, logged, and placed in laboratory-supplied pre-cleaned glass jars. Sample jars were labeled and placed in a cooler containing ice for storage. The samples were then delivered to Analytical Resources, Inc. in Tukwila, Washington for analysis. Sampling equipment was cleaned before each sampling event by scrubbing with Alconox and rinsing with tap water.

Sediment samples at all three locations consisted of slightly silty to silty grey to grey-brown sand with organics and shell fragments. Sediments at the SED-3 location also contained abundant shells and rocks, which were removed from the sample before submittal to the laboratory.

Analytical Results

Sediment samples were analyzed for the following chemicals:

- Arsenic, Cadmium, Chromium, Copper, Lead, Silver, and Zinc by EPA Method 6010;
- Mercury by EPA Method 7471;
- PCBs by EPA Method 8082; and
- PAHs by EPA Method 8270C.

The total organic carbon content of the sediments was also measured so that organic analyte concentrations could be converted to an organic carbon basis, as required for comparing concentrations to Washington State SQS and CSL criteria. Results for PAHs and PCBs are provided in Table 1, and results for metals are provided in Table 2. Sediment results are also compared to Washington State SQS and CSL criteria. Laboratory certificates of analysis are attached.

A summary of sediment analytical results is as follows:

- **Metals** – None of the metals analyzed were detected at concentrations above the Washington State SQS. The results were generally consistent with concentrations detected in the 2001 sediment study, with the exception that the concentrations of mercury in these three samples were lower than the mercury concentration measured in the 2001 composite sample. Detected metal results were generally consistent with typical background marine sediment metals concentrations for urban bays (as provided in the Ecology SEDQUAL database).
- **PCBs** – PCBs were not detected in any of the three sediment samples. TOC-normalized detection limit concentrations were well below both the Washington State SQS and CSL for PCBs in all three samples.
- **PAHs** – PAHs were not detected in sediment sample SED-1. Fluoranthene was detected in sample SED-2 at a concentration slightly above the detection limit, but well below the Washington State SQS. Low concentrations of several PAHs were detected in sediment sample SED-3. The detected PAH concentrations in sample SED-3 were generally

Page 2

MEMORANDUM

Project No.: 040104 -001 -01

May 2, 2005

consistent with typical background marine sediment concentrations for urban bays, and were below the Washington State SQS for both the individual detected and total PAHs.

Conclusions

Sediment samples collected during this study from within both the current and proposed lease areas contained PAHs and metals at concentrations consistent with typical background urban marine sediment concentrations. No exceedences of the Washington State SQS were detected for PAHs or metals in any of the samples. PCBs were not detected in the any of the three samples collected in this study. PCBs were detected in the 2001 composite sample, collected from the present lease area, at a concentration equal to the SQS.

Attachments:

Figure 1 – Site Vicinity Map

Figure 2 – Sample Location Map

Table 1 – Summary of Analytical Results for Sediment Samples – PAHs and PCBs

Table 2 – Summary of Analytical Results for Sediment Samples – Metals

Excerpts from Environmental Site Assessment Report (AESI, 2001)

Laboratory Certificates of Analysis – Analytical Resources, Inc.

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Table 1 - Summary of Analytical Results for Sediment Samples - PAHs and PCBs

Sample ID	Concentration in ng/g			Concentration in ng/g OC			Sediment Wet Concentration in mg/kg OC	
	SED-1 462006	SED-2 462006	SED-3 462006	SED-1 462006	SED-2 462006	SED-3 462006	Sediment Quality 3-9-06	Sediment Quality 3-9-06
Latitude	47 20 18.587238	47 20 59.555657	47 20 09.978773					
Longitude	122 51 26.226221	122 51 26.836368	122 51 26.507082					
Crustal Molecular Weight of Sample in Test	31	31	31					
Sample Time	11 10	11 32	12 36					
Relative Total Weight of Sample (g)	3.8	4.0	5.2					
Crustal Sediment Concentration (ng)	0.10	0.10	0.10					
Organic Carbon Concentration (percent)	1.62%	1.24%	1.73%					
PAHs by EPA Method 8313C								
Naphthalene	65 U	65 U	64 U	4 U	5 U	4 U	99	170
1-Methyl-naphthalene	65 U	65 U	64 U	4 U	5 U	4 U	39	170
Acenaphthylene	65 U	65 U	64 U	4 U	5 U	4 U	66	66
Acenaphthene	65 U	65 U	64 U	4 U	5 U	4 U	18	57
Fluorene	65 U	65 U	64 U	4 U	5 U	4 U	23	79
Phenanthrene	65 U	65 U	64 U	4 U	5 U	4 U	100	460
Anthracene	65 U	65 U	64 U	4 U	5 U	4 U	230	1,200
Fluoranthene	65 U	65 U	64 U	4 U	5 U	4 U	160	1,400
Pyrene	65 U	65 U	64 U	4 U	5 U	4 U	9.2	1,000
Benzo[a]anthracene	65 U	65 U	64 U	4 U	5 U	4 U	150	379
Chrysene	65 U	65 U	64 U	4 U	5 U	4 U	6.9	400
Benzo[b]fluoranthene	65 U	65 U	64 U	4 U	5 U	4 U	3.7	78
Benzo[k]fluoranthene	65 U	65 U	64 U	4 U	5 U	4 U	4.0	78
Benzo[e]pyrene	65 U	65 U	64 U	4 U	5 U	4 U	3.4	89
Indeno[1,2,3-cd]perylene	65 U	65 U	64 U	4 U	5 U	4 U	12	33
Dibenz[a,h]anthracene	65 U	65 U	64 U	4 U	5 U	4 U	31	78
Benzo[ghi]perylene	65 U	65 U	64 U	4 U	5 U	4 U	15	58
Dibenzofuran	65 U	65 U	64 U	4 U	5 U	4 U	2.7	450
Total Benzo[a]anthracene	65 U	65 U	64 U	4 U	5 U	4 U	370	760
Total [L] (See Note 2)	65 U	65 U	64 U	4 U	5 U	4 U	290	960
Total [H] (See Note 3)	65 U	65 U	64 U	4 U	5 U	4 U	12	65
PCBs by EPA Method 8082								
Total PCBs	33 U	32 U	32 U	3 U	1 U	2 U	12	65

Note:
 U = Not Detected or Indicated Detection Limit
 n = no significant screening level
 * OC = organic carbon
 † LPAHs = Naphthalene, Acenaphthylene, Acenaphthene, Fluorene, Phenanthrene and Anthracene
 ‡ HPAHs = Fluoranthene, Pyrene, Benzo[a]anthracene, Chrysene, Total Benzo[a]anthracene, Benzo[b]fluoranthene, Indeno[1,2,3-cd]perylene, Dibenz[a,h]anthracene, and Benzo[ghi]perylene

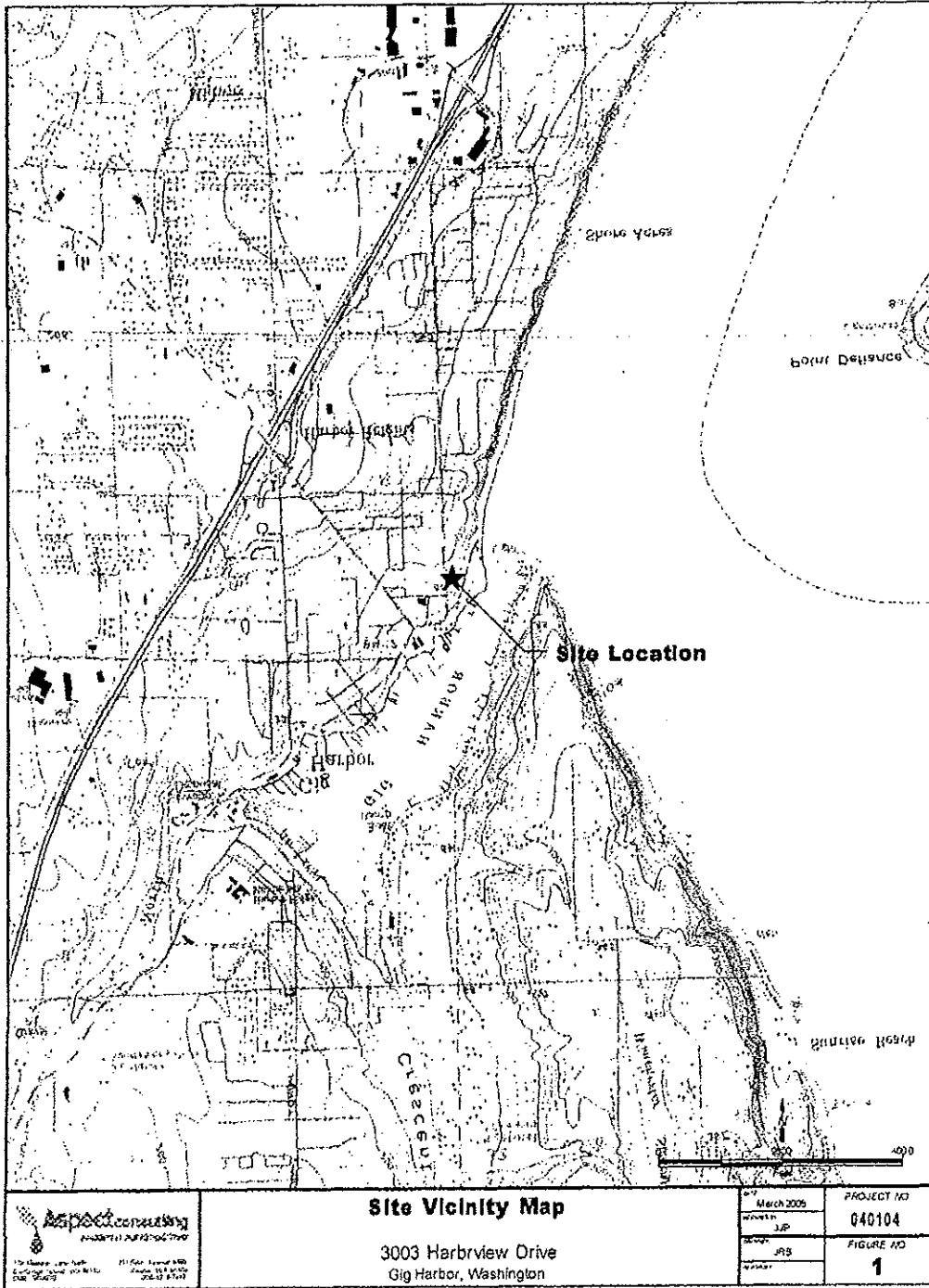
with the current sediment data from site 1

Table 2 - Summary of Analytical Results for Sediment Samples - Metals

Sample Name	Detected Concentration in mg/kg			Screening Level Concentration in mg/kg	
	SED-1	SED-2	SED-3	Sediment Quality Standards	Sediment Cleanup Screening Level
Sample Date	4/6/2005	4/6/2005	4/6/2005		
Sample Location (NAD 83)					
Latitude	47.33016587238 *	47.32995650657 *	47.33000957873 *		
Longitude	122.57795226217 *	122.57773563355 4 *	122.5782507062 2 *		
Depth of Mudline in Feet (at time of sampling)	32	31	21		
Sample Time	11:10	11:33	12:38		
Predicted Tide in Feet (at time of sampling)	3.8	4.0	5.2		
Depth of Sample below mudline in cm	0 to 10	0 to 10	0 to 10	WAC 173-204-320(a)	WAC 173-204-52(a)
Metals by EPA Method 6010					
Arsenic	7 U	6 U	8	57	93
Cadmium	0.3 U	0.3	0.4	5.1	6.7
Chromium	19.7	17.1	16.5	200	270
Copper	55.3	15.0	33.4	390	390
Lead	10	11	13	450	530
Silver	0.4 U	0.4 U	0.4 U	6.1	6.1
Zinc	38.1	34.0	45.5	410	960
Metals by EPA Method 7471A					
Mercury	0.08 U	0.08	0.08	0.41	0.59

Notes:
 U = Not Detected at Indicated Detection Limit
 na = no applicable screening criteria
 nc = not considered for chemicals with SMS criteria

V:\04104 S&U OilSediment Memo\Sediment Data Tables\15 - Table2 Metals Data



INCLER JERSONY - STUTZ OIL PROPERTY ENVIRONMENTAL SITE ASSESSMENT REPORT

Vim Sullivan
Tangodoe Investment Properties
cell 206.406.1513
Tangodoe@aol.com

MEMORANDUM
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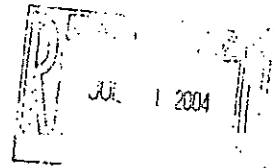
ENVIRONMENTAL SITE ASSESSMENT REPORT

OFF: 253 851 2633

STUTZ OIL PROPERTY

CABIN 360 377-4902

3003 Harborview Road
Gig Harbor, Washington



Prepared for:
MultiCare Health System
P.O. Box 5296
Tacoma, Washington

Dynamic maps → in
7000, 93rd Avenue
North N 7000

Prepared by:
Associated Earth Sciences, Inc.
911 5th Avenue, Suite 100
Kirkland, Washington 98033
425-827-7701
Fax: 425-827-5424

September 24, 2001
Project No. KV00263B

Jim Sullivan

4.0 SEDIMENT SAMPLE COLLECTION AND ANALYSIS

Sediment samples were collected by field personnel from AESI on July 26, 2001. All samples were collected using AESI's standard sampling and decontamination protocols and following procedures described in the 1995 Washington State Department of Ecology (Ecology) publication, *Sediment Sampling and Analysis Plan Appendix* (Ecology Publication No. 95-XXX).

A total of two sediment samples were collected using a Van Veen surface sediment grab sampler leased from the University of Washington. The sampler was decontaminated prior to use and between sample locations with an Alconox soap solution followed by rinsing with distilled, deionized water. Samples collected for analysis were placed in 4-ounce borosilicate glass sample containers with Teflon lids supplied by the laboratory. After the samples were collected, they were placed in a cooler, chilled with frozen gel packs, and transported directly to Friedman & Bruya, Inc. in Seattle, Washington by the AESI site assessor under standard chain-of-custody procedures. The laboratory chain of custody is located in Appendix B

4.1 Physical Description of Sediments

The sediment sample collected during this survey is described below. Samples were collected from two locations shown in Figure 2 and composited in the laboratory into one sample (SO-SS1). Sample SO-SS1 was a black to dark gray, muddy silt with a trace of fine-grained sand, collected from approximately 13.5 feet below the surface of the bay at high tide from the fueling dock. Large quantities of barnacle shells were observed in the samples, and had to be

September 24, 2001

ASSOCIATED EARTH SCIENCES, INC

Stutz Oil Property
Port Orchard, Washington

Environmental Site Assessment Report

screened out in order to collect enough fine-grained sediment for analysis. The presence of a thick layer of barnacle shells on the bay bottom may be related to a report of a past harbor-wide barnacle die-off reported by one of the workers at Stutz Oil (not associated with operations at Stutz Oil).

4.2 Sediment Sample Analytical Results

The composite sediment sample collected was analyzed for total petroleum organic carbon (TOC), polynuclear aromatic hydrocarbons (PNAs, high and low molecular weight), and polychlorinated biphenyls (PCBs) as aroclors. Analytical results for sediments collected during the July 26, 2001 sampling event are presented in Tables 5 through 9 below. Results of the analyses are discussed in Section 4.3.

Table 5
Sediment Sampling Analytical Results
Total Organic Carbon (TOC)
(Sample results are in percent)

Sample Number	Date Collected	Matrix	TOC mg/kg dry	TOC (percent)	TOC Expressed as Decimal Fraction
SO-SS1	07-26-01	Sediment	16,500	1.65	0.0165

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Suiz Oil Property
Pais Orchard, Washington

Environmental Site Assessment Report

Table 6
Sediment Sampling Analytical Results
Sediment Management Standards: Semivolatile Organic Compounds
Low Molecular Weight Polynuclear Aromatic Hydrocarbons (LPNAs)
Sample Number SO-SS1
(Sample results are in mg/kg, ppm)

LPNA	Dry Weight/ppm	ppm Organic Carbon (1.65 %)
Naphthalene	<0.03	NC
Acenaphthylene	<0.03	NC
Acenaphthene	<0.03	NC
Fluorene	<0.03	NC
Phenanthrene	<0.03	NC
Anthracene	<0.03	NC
TOTAL ¹	0.03	1.82

NC = Not calculated: below detection limits

Table 7
Sediment Sampling Analytical Results
Sediment Management Standards Semivolatile Organic Compounds
High Molecular Weight Polynuclear Aromatic Hydrocarbons (HPNAs)
Sample Number SO-SS1
(Sample results are in ppm)

HPNA	Dry Weight/ppm	ppm Organic Carbon (1.65%)
Fluoranthene	<0.03	NC
Pyrene	<0.03	NC
Benzo[a]anthracene	<0.03	NC
Chrysene	<0.03	NC
Total benzo[a]fluoranthenes	<0.03	NC
Benzo[a]pyrene	<0.03	NC
Indeno[1,2,3-cd]pyrene	<0.03	NC
Dibenz[a,h]Anthracene	<0.03	NC
Benzo[g,h,i]perylene	<0.03	NC
TOTAL	0.03	1.82

NC = Not calculated: below detection limits

¹ Although individual PAHs were not detected, sediment management standards state that the total of the organic constituents be at least equal to the detection limit reported by the laboratory.

September 24, 2001

ASSOCIATED EARTH SCIENCES, INC.

Slutz Oil Property
Port Orchard, Washington

Environmental Site Assessment Report

Table 8
Sediment Sampling Analytical Results
Sediment Management Standards: PCBs as Aroclors
Sample Number SO-SS1
Presented as Total Aroclors and TOC Normalized
(Sample results are in ppm)

Aroclor	Total Aroclor in ppm	ppm Organic Carbon (1.65 %)
Aroclor 1016	< 0.1	ND
Aroclor 1242	< 0.1	ND
Aroclor 1248	< 0.1	ND
Aroclor 1254	0.2	12.1
Aroclor 1260	< 0.1	ND
Aroclor 1221	< 0.1	ND
Aroclor 1232	< 0.1	ND
TOTAL PCB AROCLORS	0.2	12.1

Table 9
Sediment Sampling Analytical Results
Sediment Management Standards: Total Metals Dry Weight
Arsenic (As), Cadmium (Cd), Chromium (Cr), Copper (Cu),
Lead (Pb), Mercury (Hg), Silver (Ag), Zinc (Zn)
(Sample results are in ppm)

Sample Number	As	Cd	Cr	Cu	Pb	Hg	Ag	Zn
SO-SS1	< 10	< 1.0	7.5	37	15	0.37	< 1.0	44

4.3 Discussion of Sediment Sample Analytical Results

Analytical results presented in this report were compared with Puget Sound numerical criteria (SQS⁹ and CSL¹⁰) as recommended in the 1995 Ecology publication, *Sediment Sampling and Analysis Plan, Appendix*.

⁹ SQS = Marine Sediment Quality Standards (WAC 173-204-120)

¹⁰ CSL = Cleanup Screening Level

ASSOCIATED EARTH SCIENCES, INC.

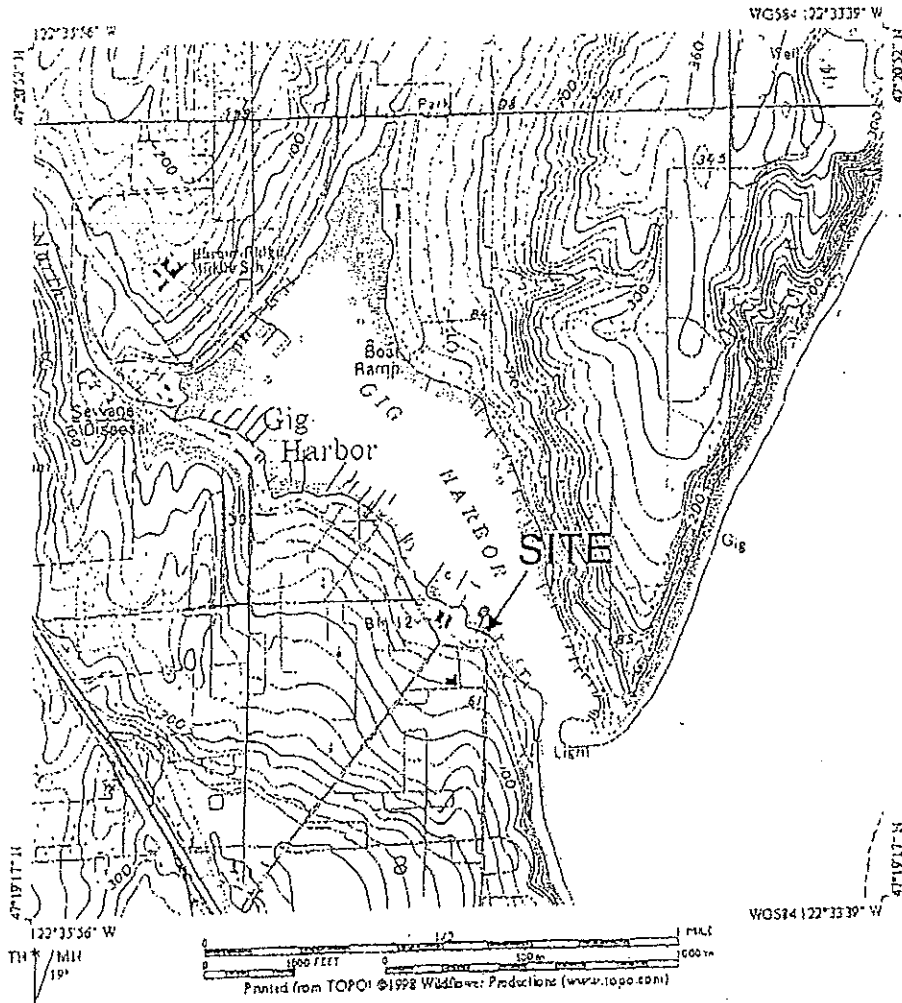
*Sun Oil Property
Pan Orchard, Washington*

Environmental Site Assessment Report

The total organic carbon (TOC) content of the sample was analyzed by the lab to use in percent total carbon content sample normalization calculations. The dry weight concentration of the organic analyte is divided by the decimal fraction of the average TOC content (1.65 percent average carbon content or 0.0165) and then compared to the sediment management standards. Low and high molecular weight polynuclear aromatic hydrocarbons (LPNAs and HPNAs) were not detected in the sediment sample at stated laboratory method detection limits. PCBs were detected at 0.2 parts per million (ppm) dry weight, normalized to TOC of 1.65 percent to 12.1 ppm. This result is slightly above the SQS (12 ppm) standard and below the CSL (65 ppm) sediment management standard.

Arsenic, cadmium, and silver were not detected in the sample at stated laboratory analytical limits. Copper was present in the sediment at 37 ppm, below the SQS (390 ppm) and CSL (390 ppm) sediment management standards. Lead was present in the sediment at 15 ppm, below the SQS (450 ppm) or CSL (530 ppm) sediment management standards. Mercury was present in the sediment at 0.37 ppm, below the SQS (0.41 ppm) and CSL (0.59 ppm) sediment management standards. Zinc was present in the sediment at 44 ppm, below the SQS (410 ppm) or CSL (960 ppm) sediment management standards.

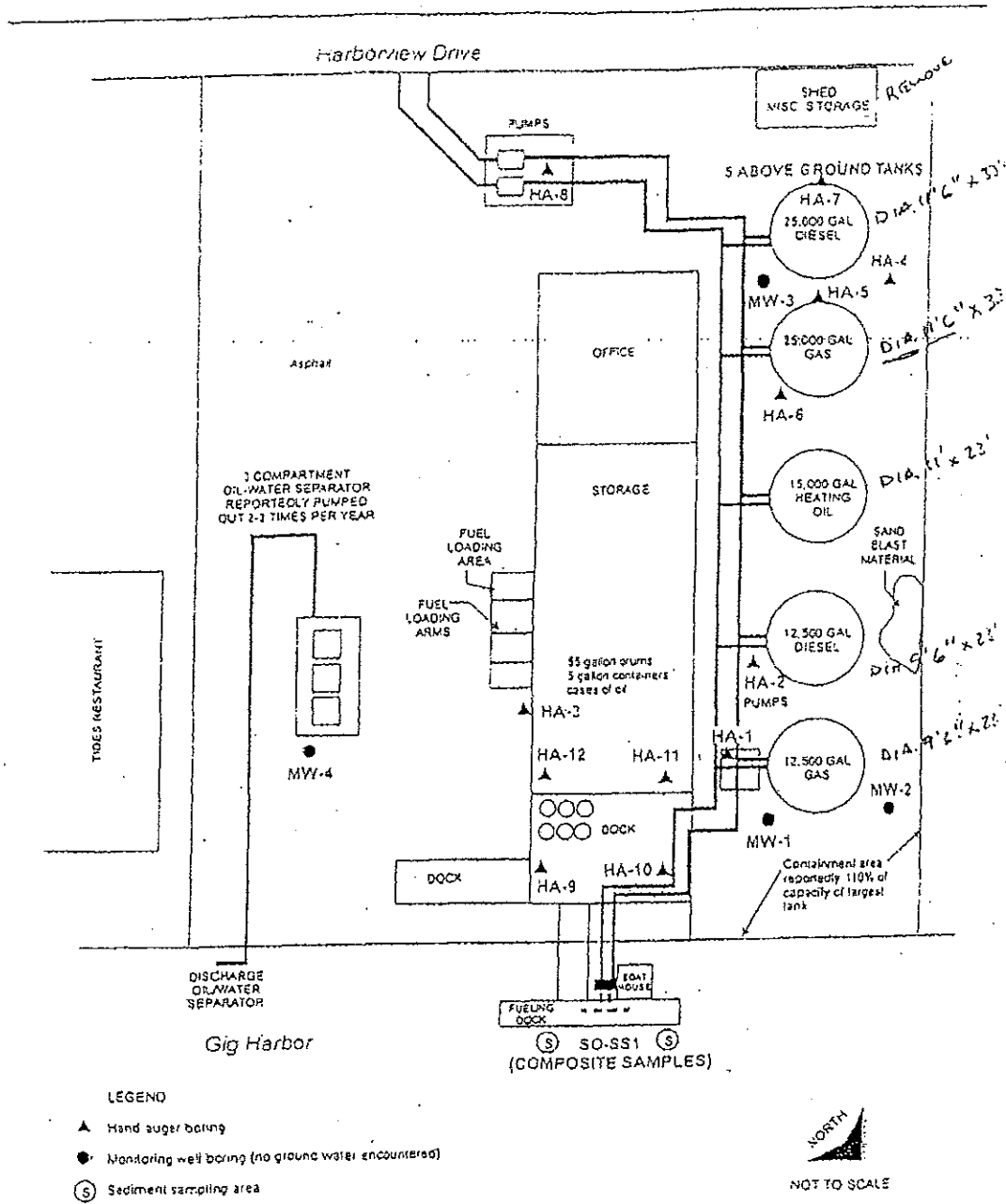
5.0 CONCLUSIONS AND RECOMMENDATIONS



Associated Earth Sciences, Inc.

VICINITY MAP
STUTZ OIL

FIGURE 1
DATE: 9/010



Associated Earth Sciences, Inc

FIGURE 2
DATE 9/01

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

James E. Bruya, Ph.D.
Charlene Morrow, M.S.
Yelena Aravkina, M.S.
Bradley T. Benson, B.S.
Kurt Johnson, B.S.

3012 16th Avenue West
Seattle, WA 98119-2029
TEL: (206) 283-8282
FAX: (206) 283-5044
e-mail: fbi@isomedia.com

August 13, 2001

Richard Simpson, Project Manager
Associated Earth Sciences, Inc.
911 5th Avenue, Suite 100
Kirkland, WA 98033

Dear Mr. Simpson:

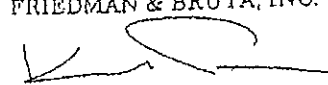
Included are the results from the testing of material submitted on July 30, 2001 from your Stutz KV00263B project. The sample SO-SS1 was sent to North Creek Analytical for total organic carbon analysis. Review of the enclosed report indicates that all quality assurance was within acceptance limits.

Any samples that may remain are currently scheduled for disposal in 30 days. If you would like us to return your samples or arrange for long term storage at our offices, please contact us as soon as possible.

We appreciate this opportunity to be of service to you and hope you will call if you should have any questions.

Sincerely,

FRIEDMAN & BRUYA, INC.


Kurt Johnson
Chemist

Enclosures

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

Analysis For PNA Compounds By EPA Method 8270C

Client Sample ID:	SO-SS1	Client:	Associated Earth Sciences, Inc.
Date Received:	07/30/01	Project:	Stutz KVO0263B
Date Extracted:	08/06/01	Lab ID:	107131-31
Date Analyzed:	08/07/01	Data File:	080711.D
Matrix:	Sediment	Instrument:	GCMS3
Units:	ug/g (ppm)	Operator:	YA

Surrogates:	% Recovery	Lower Limit	Upper Limit
Nitrobenzene-d5	89	54	111
2-Fluorobiphenyl	63	48	115
Terphenyl-d14	78	52	114

Compounds:	Concentration: ug/g (ppm)
Naphthalene	<0.03
2-Methylnaphthalene	<0.03
Acenaphthylene	<0.03
Acenaphthene	<0.03
Fluorene	<0.03
Phenanthrene	<0.03
Anthracene	<0.03
Fluoranthene	<0.03
Pyrene	<0.03
Benz(a)anthracene	<0.03
Chrysene	<0.03
Benzo(b)fluoranthene	<0.03
Benzo(k)fluoranthene	<0.03
Benzo(a)pyrene	<0.03
Indeno(1,2,3-cd)pyrene	<0.03
Dibenzo(a,h)anthracene	<0.03
Benzo(g,h,i)perylene	<0.03

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

Analysis For Semivolatile Compounds By EPA Method 8270C

Client Sample ID:	Method Blank	Client:	Associated Earth Sciences, Inc.
Date Received:	07/30/01	Project:	Stutz KV00263B
Date Extracted:	08/06/01	Lab ID:	01-524 mb
Date Analyzed:	08/06/01	Data File:	080607.D
Matrix:	Soil	Instrument:	GCMS3
Units:	ug/g (ppm)	Operator:	YA

Surrogates:	% Recovery	Lower Limit	Upper Limit
Nitrobenzene-d5	75	54	111
2-Fluorobiphenyl	66	48	115
Terphenyl-d14	65	52	114

Compounds:	Concentration: ug/g (ppm)
Naphthalene	<0.03
2-Methylnaphthalene	<0.03
Acenaphthylene	<0.03
Acenaphthene	<0.03
Fluorene	<0.03
Phenanthrene	<0.03
Anthracene	<0.03
Fluoranthene	<0.03
Pyrene	<0.03
Benz(a)anthracene	<0.03
Chrysene	<0.03
Benzo(b)fluoranthene	<0.03
Benzo(k)fluoranthene	<0.03
Benzo(a)pyrene	<0.03
Indeno(1,2,3-cd)pyrene	<0.03
Dibenzo(a,h)anthracene	<0.03
Benzo(g,h,i)perylene	<0.03

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

Date of Report: 08/13/01
Date Received: 07/30/01
Project: Stutz KV00263B
Date Extracted: 08/03/01
Date Analyzed: 08/06/01

RESULTS FROM THE ANALYSIS OF THE SEDIMENT SAMPLE
FOR PCBs AS AROCLORS
USING EPA METHOD 8082
Results Reported on a Dry Weight Basis
Results Reported as µg/g (ppm)

Sample ID Laboratory ID	Aroclor								Surrogate (% Recovery)
	1221	1232	1016	1242	1248	1254	1260	1262	
SO-SS1 107131-31	<0.1	<0.1	<0.1	<0.1	<0.1	0.2	<0.1	<0.1	93
Method Blank	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	104

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

James E. Bruya, Ph.D.
Charlene Morrow, M.S.
Yelena Aravkina, M.S.
Bradley T. Benson, B.S.
Kurt Johnson, B.S.

3012 16th Avenue West
Seattle, WA 98119-2029
TEL: (206) 285-8282
FAX: (206) 283-3044
e-mail: fbi@isomedia.com

September 19, 2001

Richard Simpson, Project Manager
Associated Earth Sciences, Inc.
911 6th Avenue, Suite 100
Kirkland, WA 98033

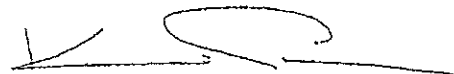
Dear Mr. Simpson:

Included are the results from the additional testing of material submitted on July 30, 2001 from your Stutz KV00263B project. The sample SO-SS1 was sent to North Creek Analytical, Inc. for total mercury analysis. Review of the enclosed report indicates that all quality assurance was acceptable.

We appreciate this opportunity to be of service to you and hope you will call if you should have any questions.

Sincerely,

FRIEDMAN & BRUYA, INC.


Kurt Johnson
Chemist

Enclosures
AE10019R.DOC



Seattle 11720 North Creek Pkwy N, Suite 400, Bellevue, WA 98011-4241
425.129.8100 fax 425.120.3310
Spokane 1841 71115 Montgomery, Suite B, Spokane, WA 99205-4171
509.424.8100 fax 509.874.9190
Portland 9405 SW Nimbus Avenue, Beaverton, OR 97008-7121
503.508.5200 fax 503.505.5110
Bend 20332 Empire Avenue, Suite F-1, Bend, OR 97701-5111
541.363.3310 fax 541.312.7168

Friedman & Bruya 1012 16th Ave W Seattle WA/USA, 98119-2039	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 09/10/01 10:41
---	--	-----------------------------

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S0-SS1	BIG0716-01	Soil	07/26/01 15:00	07/31/01 13:50

North Creek Analytical - Bodell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Caroline Garduwan
Caroline Garduwan, Project Manager

North Creek Analytical, Inc.
Environmental Laboratory Network

Page 1 of 6

INGER JEPSON - STUZ ON SEUHEIK L... VIENTO I HIAI/W.../.../...



Search: 10/20/01 41984 Nancy M. Burtch 4001 4001 WA 98108-0004
 425.426 Fax: 425.426.9719
 Spokane: 5101 11110 Montgomery, South E. Spokane, WA 99208-4173
 509.324.9200 Fax: 509.374.9230
 Portland: 5403 SW Nimbus Avenue, Beaverton, OR 97008-7121
 503.996.3200 Fax: 503.326.9710
 Bend: 20320 Empire Avenue, Suite F-1, Bend, OR 97701-5111
 541.383.3312 Fax: 541.383.7516

Friedman & Bruys
 3012 16th Ave W
 Seattle WA/USA, 98119-2029

Project: Michele Costales
 Project Number: 107131
 Project Manager: Michele Costales

Reported:
 09/10/01 10:41

Total Metals by EPA 6000/7000 Series Methods
 North Creek Analytical - Bothell

Analyte	Result	Reporting		Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
		Limit	Units							
0-SS1 (B1C0716-01) Soil	Sampled: 07/26/01 15:00	Received: 07/31/01 13:50								
Mercury	0.189	0.200	mg/kg dry		1H21016	02011/01	09/07/01		EPA 7473A	

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Anne Garbwaite, Project Manager

North Creek Analytical, Inc.
 Environmental Laboratory Network

Page 2 of 6



Seattle 11720 North Creek Pkwy N, Suite 400, Bothell, WA 98011-8744
 (206) 410-1200 Fax 425-410-9210
 Spokane East 11115 Montgomery, Suite B, Spokane, WA 99208-4771
 509-374-9200 Fax 509-374-9190
 Portland 9105 SW Nimbus Avenue, Beaverton, OR 97008-7132
 503-958-1200 Fax 503-958-3210
 Bend 23333 Empire Avenue, Suite F-1, Bend, OR 97701-1211
 541-383-1310 Fax 541-282-7514

Friedman & Bruys
 3012 16th Ave W
 Seattle WA/USA, 98119-1029

Project: Michele Costales
 Project Number: 107131
 Project Manager: Michele Costales

Reported:
 09/10/01 10:41

Physical Parameters by APHA/ASTM/EPA Methods
 North Creek Analytical - Bothell

Analyte	Reporting		Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
	Result	Limit							
0-SS1 (BIG0718-01) Soil Sampled: 07/26/01 15:00 Received: 07/31/01 13:50									
Dry Weight	61.5	1.00	%	1	1H03019	08/03/01	08/06/01	BSCPSPL003R07	

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

smc
 Corinne Garbwarth, Project Manager

North Creek Analytical, Inc.
 Environmental Laboratory Network

Page 3 of 6



Seattle 10129 1st Ave, Everett, WA 98201, WA 206-411-8224
 425-420 Fax 425-622-9210
 Spokane 681111, Montgomery, Suite B, Spokane, WA 99206-0175
 509-324-3209 Fax 509-324-3200
 Portland 3405 SW Market Avenue, Beaverton, OR 97008-1122
 503-366-3204 Fax 503-366-3210
 Bend 20321 Empire Avenue, Suite F-1, Bend, OR 97701-5711
 541-323-2310 Fax 541-323-1348

Friedman & Bruys
 1012 16th Ave W
 Seattle WA/USA, 98119-2029

Project: Michele Costales
 Project Number: 107131
 Project Manager: Michele Costales

Reported:
 09/18/01 10:41

Physical Parameters by APHA/ASTM/EPA Methods - Quality Control
 North Creek Analytical - Bothell

Sample	Result	Reporting	Units	Spike Level	Source Result	%REC		RPD		Notes
		Limit				Limit	Limit	Limit		
Batch 1H03019: Prepared 08/03/01										Using Dry Weight
Ink (1H03019-BLK1)										
Weight	99.8	1.00	%							

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Jennie Garthwaite, Project Manager

North Creek Analytical, Inc.
 Environmental Laboratory Network

Page 5 of 6



Seattle 11720 N. Creek Pkwy N, Suite 400, Bothell, WA 98011-1744
 425-478-1200 fax 425-478-9270
 Spokane East 1111 S. Montgomery, Suite B, Spokane, WA 99206-1771
 509-324-8200 fax 509-324-9190
 Portland 5405 SW Columbus Avenue, Beaverton, OR 97008-1122
 503-504-3200 fax 503-508-3270
 Bend 20312 Empire Avenue, Suite F-1, Bend, OR 97701-5111
 541-282-3270 fax 541-362-1118


Friedman & Bruye 3012 16th Ave W Seattle, WA/USA, 98119-2029	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 09/10/01 10:41
--	--	-----------------------------

Total Metals by EPA 6000/7000 Series Methods - Quality Control
North Creek Analytical - Bothell

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	WREC Limit	RPD	RPD Limit	Notes
Batch 1H31016: Prepared 08/31/01 Using EPA 7471A										
Blank (1H31016-BLK1)										
Mercury	ND	0.200	mg/kg							
CS (1H31016-BSD1)										
Mercury	0.550	0.200	mg/kg	0.498		110	80-120			
CS Dup (1H31016-BSD1)										
Mercury	0.542	0.200	mg/kg	0.494		110	80-120	1.47	20	
Matrix Spike (1H31016-MS1) Source: B1H0646-01										
Mercury	0.612	0.200	mg/kg dry	0.549	ND	111	70-130			
Matrix Spike Dup (1H31016-MSD1) Source: B1H0646-01										
Mercury	0.642	0.200	mg/kg dry	0.545	ND	118	70-130	4.78	30	

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.


Jesse Garthwaite, Project Manager

North Creek Analytical, Inc.
Environmental Laboratory Network

Page 4 of 6

UNGER JEPSON - STATE OF WASHINGTON DEPARTMENT OF ENVIRONMENT & SPATIAL MANAGEMENT

Page 203



Seattle 11226 North Lake Park Way N, Suite 100, Bothell, WA 98011-3234
425.420.3200 fax 425.420.3210
Spokane East 1115 Montgomery, Suite B, Spokane, WA 99209-4316
509.324.5204 fax 509.324.5205
Portland 3195 SW Nimbus Avenue, Beaverton, OR 97006-7137
503.805.3709 fax 503.805.3710
Bend 18021 Empire Avenue, Suite F-1, Bend, OR 97701-1721
541.242.5719 fax 541.283.7534

Medman & Bruya
1012 16th Ave W
Seattle, WA, USA, 98119-2029

Project: Michèle Costales
Project Number: 107131
Project Manager: Michèle Costales

Reported:
09/10/01 10:41

Notes and Definitions

- DT Analyte DETECTED
- ND Analyte NOT DETECTED at or above the reporting limit
- NR Not Reported
- RY Sample results reported on a dry weight basis
- RD Relative Percent Difference

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Michael Genthwaite, Project Manager

North Creek Analytical, Inc.
Environmental Laboratory Network

Page 6 of 6



Seattle 11220 North Creek Pkwy N, Suite 400, Bothell, WA 98011-4714
 425.422.8100 Fax 425.420.3210
 Spokane East 11115 Montgomery, Suite D, Spokane, WA 99206-4316
 509.325.8300 Fax 509.324.3290
 Portland 3402 SW Stephens Avenue, Beaverton, OR 97005-3122
 503.936.9200 Fax 503.858.1210
 Bend 26122 Empire Avenue, Suite F-1, Bend, OR 97701-5217
 541.382.2210 Fax 541.382.1535

Friedman & Bruys 3012 16th Avenue West Seattle WA, 98119-2029	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 08/13/01 15:15
---	--	-----------------------------

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S0-SS1	BIG0718-01	Soil	07/26/01 13:00	07/31/01 13:50

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Carrie Gauthier

North Creek Analytical, Inc. Page 1 of 6



Seattle 11220 North Creek Pkwy N, Suite 400, Bothell, WA 98011-3244
 425.420.8100 fax 425.420.8210
 Spokane East 11115 Montgomery, Suite B, Spokane, WA 99209-4116
 509.931.8700 fax 509.934.4290
 Portland 3425 SW Nimbus Avenue, Beaverton, OR 97008-7107
 503.506.9160 fax 503.508.9210
 Bend 28372 Empire Avenue, Suite F-1, Bend, OR 97701-2711
 541.283.9210 fax 541.282.7881

Friedman & Bruze 3012 16th Avenue West Seattle WA, 98119-2029	Project: Michele Costales Project Number: 107151 Project Manager: Michele Costales	Reported: 08/13/01 13:15
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Conventional Chemistry Parameters by APHA/EPA Methods
North Creek Analytical - Bothell

Analyte	Reporting		Unit	Dilution	Batch	Prepared	Analyzed	Method	Notes
	Result	Limit							
S0-SSI (B1G0718-01) Soil Sampled: 07/26/01 15:00 Received: 07/31/01 13:50									
Total Organic Carbon - Average	16500	1000	mg/kg dry	1	IH09048	08/08/01	08/08/01	EPA 9060 mod.	
Total Organic Carbon - High	21400	1000							
Total Organic Carbon - Low	11700	1000							

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Keime Gaultwater

North Creek Analytical, Inc. Page 2 of 6



Seattle 11710 N 1st Plwy N, Suite 100, Bothell, WA 98011-0711
 425.475.1111 fax 425.428.9210
 Spokane East 11115 Montgomery, Suite 8, Spokane, WA 99206-4316
 509.331.5200 fax 509.324.3250
 Portland 1425 SW Nimbus Avenue, Beaverton, OR 97001-7132
 503.664.3700 fax 503.656.8210
 Bend 2032 Empire Avenue, Suite 2-1, Bend, OR 97701-5711
 541.382.9210 fax 541.382.7588

Friedman & Bruys
 3012 16th Avenue West
 Seattle WA, 98119-2029

Project: Michele Costales
 Project Number: 107131
 Project Manager: Michele Costales

Reported:
 08/13/01 15:15

Physical Parameters by APHA/ASTM/EPA Methods
 North Creek Analytical - Bothell

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
3-SS1 (B1-G071R-01) Soil	61.5	1.00	%	1	1H03019	08/03/01	08/06/01	85CP5PL003R07	
Jry Weight									

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Karne Garduwanic
 Karne Garduwanic, Project Manager

North Creek Analytical, Inc. Page 3 of 6
 Environmental Laboratory Network



address: 11401 E. ...
 125.410.8440 fax 425.423.9210
 Spokane: 801.11115 Montgomery, Suite 8, Spokane, WA 99208-4716
 509.374.5230 fax 509.376.9290
 Portland: 9106 SW Nimbus Avenue, Beaverton, OR 97009-1131
 503.856.9200 fax 503.306.9110
 Bend: 20332 Empire Avenue, Suite F-1, Bend, OR 97701-6711
 541.382.9210 fax 541.382.7518

Friedman & Bruys
 3012 16th Avenue West
 Seattle WA, 98119-3029

Project: Michele Costales
 Project Number: 107131
 Project Manager: Michele Costales

Reported:
 08/13/01 15:15

Physical Parameters by APHA/ASTM/EPA Methods - Quality Control
North Creek Analytical - Bothell

Analyte	Result	Reporting	Units	Spike	Source	%REC		RPD		Notes
		Limit				Result	Limit	RPD		
Batch 1H03019: Prepared 08/03/01 Using Dry Weight										
Blank (1H03019-BLK1)										
Dry Weight	99.8	1.00	%							

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Anne Garthwaite, Project Manager

North Creek Analytical, Inc.
 Environmental Laboratory Network
 Page 5 of 6



Seattle 11720 North Creek Pkwy N, Suite 400, Bothell, WA 98011-8214
425.420.8260 fax 425.420.8210
Spokane East 11115 Montgomery, Suite B, Spokane, WA 99206-4778
509.324.9200 fax 509.324.9290
Portland 5425 SW Nimbus Avenue, Beaverton, OR 97001-7157
503.806.8200 fax 503.806.8210
Bend 38332 Empire Avenue, Suite F-1, Bend, OR 97701-5711
541.382.3310 fax 541.382.3588

Friedman & Bruys 3012 16th Avenue West Seattle WA, 98119-2029	Project: Michele Costales Project Number: 107131 Project Manager: Michele Costales	Reported: 08/13/01 15:15
---	--	-----------------------------

Notes and Definitions

- Q-01 The spike recovery for this QC sample is outside of established control limits. Review of associated batch QC indicates the recovery for this analyte does not represent an out-of-control condition for the batch.
- DET Analyte DETECTED
- ND Analyte NOT DETECTED at or above the reporting limit
- NR Not Reported
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference

North Creek Analytical - Bothell

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Leanne Gauthier

North Creek Analytical, Inc.

Page 6 of 6

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

Date of Report: 08/13/01
Date Received: 07/30/01
Project: Stutz KV00263B

QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF SOIL SAMPLES
FOR POLYCHLORINATED BIPHENYLS AS AROCLORS 1016 AND 1260
BY EPA METHOD 8082

Laboratory Code: 107131-31 (Duplicate)

Analyte	Reporting Units	Sample Result	Duplicate Result	Relative Percent Difference (Limit 20)
Aroclor 1016	µg/g (ppm)	<0.1	<0.1	nm
Aroclor 1260	µg/g (ppm)	<0.1	<0.1	nm

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	Percent Recovery LCS	Percent Recovery LCSD	Acceptance Criteria	RPD (Limit 20)
Aroclor 1016	µg/g (ppm)	0.8	118	117	65-135	1
Aroclor 1260	µg/g (ppm)	0.8	119	117	65-135	2

nm - The analyte was not detected in one or more of the duplicate analyses. Therefore, calculation of the RPD is not applicable.

FRIEDMAN & BRUYA, INC.
ENVIRONMENTAL CHEMISTS

Date of Report: 08/13/01
Date Received: 07/30/01
Project: Stutz KVO0263B

QUALITY ASSURANCE RESULTS
FROM TOTAL METALS BY
INDUCTIVELY COUPLED PLASMA (ICP)
(METHOD 6010)

Laboratory Code: 107131-31 (Duplicate)

Analyte	Reporting Units	Sample Result	Duplicate Result	Relative Percent Difference	Acceptance Criteria
Arsenic	µg/g (ppm)	<10	<10	nm	0-20
Cadmium	µg/g (ppm)	<1.0	<1.0	nm	0-20
Chromium	µg/g (ppm)	7.5	7.9	5	0-20
Copper	µg/g (ppm)	37	34	8	0-20
Lead	µg/g (ppm)	15	18	18	0-20
Silver	µg/g (ppm)	<1.0	<1.0	nm	0-20
Zinc	µg/g (ppm)	44	38	15	0-20

Laboratory Code: 107131-31 (Matrix Spike)

Analyte	Reporting Units	Spike Level	Sample Result	% Recovery MS	Acceptance Criteria
Arsenic	µg/g (ppm)	100	<10	102	50-150
Cadmium	µg/g (ppm)	50	<1.0	87	50-150
Chromium	µg/g (ppm)	50	7.5	84	50-150
Copper	µg/g (ppm)	50	37	88	50-150
Lead	µg/g (ppm)	100	15	85	50-150
Silver	µg/g (ppm)	100	<1.0	93	50-150
Zinc	µg/g (ppm)	50	44	65	50-150

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	% Recovery LCS	% Recovery LCSD	Acceptance Criteria	RPD (Limit 20)
Arsenic	µg/g (ppm)	100	104	100	80-120	4
Cadmium	µg/g (ppm)	50	103	103	80-120	0
Chromium	µg/g (ppm)	50	104	104	80-120	0
Copper	µg/g (ppm)	50	102	101	80-120	1
Lead	µg/g (ppm)	100	102	102	80-120	0
Silver	µg/g (ppm)	100	103	105	80-120	2
Zinc	µg/g (ppm)	50	103	104	80-120	1

nm - The analyte was not detected in one or more of the duplicate analyses. Therefore, calculation of the RPD is not applicable.

SINAIER JEPSON - Stuz Oil Sediment U... Memo Final(attachments).pdf

SAMPLE CHAIN OF CUSTODY

INC. 7/30/01 150

Send Report To Richard Simpson
 Company Associated Earth Sciences, Inc.
 Address 911 4th Avenue, Ste 100
 City, State, ZIP Kirkland, WA 98033
 Phone # (425) 827-1701 Fax # (425) 827-5424

SAMPLE ID (signature)
 PROJECT NAME/NO. STUZ OIL PO #
 REMARKS Sediment Standards

Page # 1 of 1
 TURNAROUND TIME
 Standard (2 Weeks)
 RUSH
 Rush charges authorized by:
 SAMPLE DISPOSAL
 Dispose after 90 days
 Return sample
 Will call with instructions

Sample ID	Lab ID	Date	Time	Sample Type	# of containers	ANALYSES REQUESTED										Notes							
						TPH-Diesel	TPH-Gasoline	FTOX by 8021B	VOCs by 8260	SVOCs by 8270	HFS	PCB/S/Sedim.	PAHs by 8010	PAHs by 8015	PAHs by 8020		PAHs by 8025						
SO-SS1	31	7/26/01	1500	Sediment	2																	Sediment	

Friedman & Bruyo, Inc.
 3012 16th Avenue West
 Seattle, WA 98119-2029
 Ph. (206) 285-8282
 Fax (206) 283-5944

SIGNATURE	PRINT NAME	COMPANY	DATE	TIME
	Richard Simpson	AZ-51	7/27/01	1600
	Mike...	Ch 7F	7/27	412
	Eric Young	FEI/STX	7/30/01	9:00

Exhibit C

Page 35 of 68

Lease No. 22-077100

Page 36



Analytical Resources, Incorporated
Analytical Chemists and Consultants

21 April 2004

Jeremy Porter
Aspect Consulting
811 1st Avenue, Suite 480
Seattle, WA 98104

RE: 040104-001/ Stutz Oil
ARI Job: HX79

Dear Jeremy:

Please find enclosed the original chain of custody (COC) record and analytical results for the project referenced above. Analytical Resources, Inc. accepted three sediment samples in good condition on April 6, 2005 at cooler temperature of 13.0 degrees Celcius.

The samples were analyzed for PAHs referencing US EPA method 8270C; PCBs referencing US EPA method 8082; total metals referencing US EPA methods 6010B and 771A; and TOC referencing Plumb, 1981. Quality control analyses are included for your review. No analytical complications were noted for these samples.

Electronic copies of these reports and all raw data will be kept on file at ARI. If you have questions or require additional information, please feel free to contact me at your convenience.

Sincerely,

ANALYTICAL RESOURCES, INC.

A handwritten signature in cursive script that reads "Mary Lou Fox".

Mary Lou Fox
Project Manager
206/695-6211
marylou@arilabs.com

enclosures

cc: File HX79

MLF/mlf

Exhibit C

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Trace No. 22-077100

Chain of Custody Record & Laboratory Analysis Request

ARI Assigned Number: AX 79		Turn-around Requested: STD		Page 1 of 1						
ARI Client Company: Aspect Consulting		Phone: 206-838-5930		Date: 4/6/05						
Client Contact: Jeremy Porter		No. of Coolers: 1		Ice Present: 13'						
Client Project Name: STUTZ OIL		Analysis Requested				Notes/Comments				
Client Project #: 040104-001										
Sample ID	Date	Time	Matrix	No. Containers	PCBS	PAHs (total)	Metals (As, Cd, Cr, Cu, Pb, Hg, Ni, Zn)	TOC		
SED-1	4-6-05		SEDIMENT	3	X	X	X	X		
SED-2	4-6-05		↓	3	X	X	X	X		
SED-3	4-6-05		↓	3	X	X	X	X		
Comments/Special Instructions		Requested by (Signature): Jeremy Porter	Requested by (Signature): Bob Conley	Requested by (Signature):	Requested by (Signature):					
		Printed Name: Jeremy Porter	Printed Name: Bob Conley	Printed Name:	Printed Name:					
		Company: Aspect	Company: ARI	Company:	Company:					
		Date & Time: 4/6/05 1542	Date & Time: 4/6/05 1542	Date & Time:	Date & Time:					



Analytical Resources, Incorporated
Analytical Chemists and Consultants
4611 South 134th Place, Suite 100
Tukwila, WA 98168
206-695-6200 206-695-6201 (fax)

JINISCK JEPSUN - Stutz Oil Sediment Log - Item 01 - final (w-attachments).pdf

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Limits of Liability: ARI will perform all requested services in accordance with appropriate methodology following ARI Standard Operating Procedures and the ARI Quality Assurance Program. This program meets standards for the industry. The total liability of ARI, its officers, agents, employees, or successors, arising out of or in connection with the requested services, shall not exceed the invoiced amount for said services. The acceptance by the client of a proposal for services by ARI releases ARI from any liability in excess thereof, not withstanding any provision to the contrary in any contract, purchase order or assigned agreement between ARI and the Client.

Sample Retention Policy: All samples submitted to ARI will be appropriately discarded no sooner than 90 days after receipt or 60 days after submission of hardcopy data, whichever is longer, unless alternate retention schedules have been established by work-order or contract.



Analytical Resources Incorporated
Analytical Chemists and Consultants

Data Reporting Qualifiers

Effective 12/28/04

Inorganic Data

- U Indicates that the target analyte was not detected at the reported concentration
- * Duplicate RPD is not within established control limits
- B Reported value is less than the CRDL but \geq the Reporting Limit
- N Matrix Spike recovery not within established control limits
- NA Not Applicable, analyte not spiked
- H The natural concentration of the spiked element is so much greater than the concentration spiked that an accurate determination of spike recovery is not possible
- L Analyte concentration is ≤ 5 times the Reporting Limit and the replicate control limit defaults to ± 1 RL instead of the normal 20% RPD

Organic Data

- U Indicates that the target analyte was not detected at the reported concentration
- * Flagged value is not within established control limits
- B Analyte detected in an associated Method Blank at a concentration greater than one-half of ARI's Reporting Limit or 5% of the regulatory limit or 5% of the analyte concentration in the sample.
- J Estimated concentration when the value is less than ARI's established reporting limits
- D The spiked compound was not detected due to sample extract dilution
- NR Spiked compound recovery is not reported due to chromatographic interference
- E Estimated concentration calculated for an analyte response above the valid instrument calibration range. A dilution is required to obtain an accurate quantification of the analyte.
- S Indicates an analyte response that has saturated the detector. The calculated concentration is not valid; a dilution is required to obtain valid quantification of the analyte



Analytical Resources Incorporated
Analytical Chemists and Consultants

- NA The flagged analyte was not analyzed for
- NS The flagged analyte was not spiked into the sample
- M Estimated value for an analyte detected and confirmed by an analyst but with low spectral match parameters. This flag is used only for GC-MS analyses.
- N The analysis indicates the presence of an analyte for which there is presumptive evidence to make a "tentative identification"
- Y The analyte is not detected at or above the reported concentration. The reporting limit is raised due to chromatographic interference. The Y flag is equivalent to the U flag with a raised reporting limit.
- C The analyte was positively identified on only one of two chromatographic columns. Chromatographic interference prevented a positive identification on the second column
- P The analyte was detected on both chromatographic columns but the quantified values differ by $\geq 40\%$ RPD with no obvious chromatographic interference

Geotechnical Data

- SM Sample matrix was not appropriate for the requested analysis. This normally refers to samples contaminated with an organic product that interferes with the sieving process and/or moisture content, porosity and saturation calculations
- SS Sample did not contain the proportion of "fines" required to perform the pipette portion of the grain size analysis
- W Weight of sample in some pipette aliquots was below the level required for accurate weighting
- F Samples were frozen prior to particle size determination



ORGANICS ANALYSIS DATA SHEET
PNAs by SWS270C GC/MS
Page 1 of 1

Sample ID: MB-041205
METHOD BLANK

Lab Sample ID: MB-041205
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: NA
Date Received: NA

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 10:39
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.50 g
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: NA
pH: NA

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	67	< 67 U
91-57-6	2-Methylnaphthalene	67	< 67 U
208-96-8	Acenaphthylene	67	< 67 U
83-32-9	Acenaphthene	67	< 67 U
86-73-7	Fluorene	67	< 67 U
85-01-8	Phenanthrene	67	< 67 U
120-12-7	Anthracene	67	< 67 U
206-44-0	Fluoranthene	67	< 67 U
129-00-0	Pyrene	67	< 67 U
56-55-3	Benzo(a)anthracene	67	< 67 U
218-01-9	Chrysene	67	< 67 U
205-99-2	Benzo(b)fluoranthene	67	< 67 U
207-08-9	Benzo(k)fluoranthene	67	< 67 U
50-32-8	Benzo(a)pyrene	67	< 67 U
193-39-5	Indeno(1,2,3-cd)pyrene	67	< 67 U
53-70-3	Dibenz(a,h)anthracene	67	< 67 U
191-24-2	Benzo(g,h,i)perylene	67	< 67 U
132-64-9	Dibenzofuran	67	< 67 U

Reported in µg/kg (ppb)

Semivolatile Surrogate Recovery

d14-p-Terphenyl	75.2%
2-Fluorobiphenyl	64.8%

FORM 1



ORGANICS ANALYSIS DATA SHEET
PNAs by SW8270C GC/MS
Page 1 of 1

Sample ID: SED-1
SAMPLE

Lab Sample ID: HX79A
LIMS ID: 05-6234
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 14:29
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.68 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 27.0%
pH: 7.0

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	65	< 65 U
91-57-6	2-Methylnaphthalene	65	< 65 U
208-96-8	Acenaphthylene	65	< 65 U
83-32-9	Acenaphthene	65	< 65 U
86-73-7	Fluorene	65	< 65 U
85-01-8	Phenanthrene	65	< 65 U
120-12-7	Anthracene	65	< 65 U
206-44-0	Fluoranthene	65	< 65 U
129-00-0	Pyrene	65	< 65 U
56-55-3	Benzo(a)anthracene	65	< 65 U
218-01-9	Chrysene	65	< 65 U
205-99-2	Benzo(b)fluoranthene	65	< 65 U
207-08-9	Benzo(k)fluoranthene	65	< 65 U
50-32-8	Benzo(a)pyrene	65	< 65 U
193-39-5	Indeno(1,2,3-cd)pyrene	65	< 65 U
53-70-3	Dibenz(a,h)anthracene	65	< 65 U
191-24-2	Benzo(g,h,i)perylene	65	< 65 U
132-64-9	Dibenzofuran	65	< 65 U

Reported in µg/kg (ppb)

Semivolatile Surrogate Recovery

d14-p-Terphenyl	61.2%
2-Fluorobiphenyl	69.2%

FORM I



ORGANICS ANALYSIS DATA SHEET
PNAs by SW8270C GC/MS
Page 1 of 1

Sample ID: SED-2
SAMPLE

Lab Sample ID: HX79B
LIMS ID: 05-6235
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-091
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 15:02
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Klumiha: Yes

Sample Amount: 7.68 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 23.4%
pH: 7.1

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	65	< 65 U
91-57-6	2-Methylnaphthalene	65	< 65 U
208-96-8	Acenaphthylene	65	< 65 U
83-32-9	Acenaphthene	65	< 65 U
86-73-7	Fluorene	65	< 65 U
85-01-8	Phenanthrene	65	< 65 U
120-12-7	Anthracene	65	< 65 U
206-44-0	Fluoranthene	65	68
129-00-0	Pyrene	65	< 65 U
56-55-3	Benzo(a)anthracene	65	< 65 U
218-01-9	Chrysene	65	< 65 U
205-99-2	Benzo(b)fluoranthene	65	< 65 U
207-08-9	Benzo(k)fluoranthene	65	< 65 U
50-32-8	Benzo(a)pyrene	65	< 65 U
193-39-5	Indeno(1,2,3-cd)pyrene	65	< 65 U
53-70-3	Dibenz(a,h)anthracene	65	< 65 U
191-24-2	Benzo(g,h,i)perylene	65	< 65 U
132-64-9	Dibenzofuran	65	< 65 U

Reported in µg/kg (ppb)

Semivolatle Surrogate Recovery

d14-p-Terphenyl	52.4%
2-Fluorobiphenyl	56.0%

FORM I



ORGANICS ANALYSIS DATA SHEET
PNA# by SW8270C GC/MS
Page 1 of 1

Sample ID: SED-3
SAMPLE

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 15:35
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.78 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 18.2%
pH: 7.3

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	64	< 64 U
91-57-6	2-Methylnaphthalene	64	< 64 U
208-96-8	Acenaphthylene	64	< 64 U
83-32-9	Acenaphthene	64	< 64 U
86-73-7	Fluorene	64	< 64 U
85-01-8	Phenanthrene	64	89
120-12-7	Anthracene	64	< 64 U
206-44-0	Fluoranthene	64	200
129-00-0	Pyrene	64	160
56-55-3	Benzo(a)anthracene	64	< 64 U
218-01-9	Chrysene	64	78
205-99-2	Benzo(b)fluoranthene	64	64
207-08-9	Benzo(k)fluoranthene	64	< 64 U
50-32-8	Benzo(a)pyrene	64	< 64 U
193-39-5	Indeno(1,2,3-cd)pyrene	64	< 64 U
53-70-3	Dibenz(a,h)anthracene	64	< 64 U
191-24-2	Benzo(g,h,i)perylene	64	< 64 U
132-64-9	Dibenzofuran	64	< 64 U

Reported in µg/kg (ppb)

Semivolatile Surrogate Recovery

d14-p-Terphenyl	65.6%
2-Fluorobiphenyl	69.2%

FORM I



ORGANICS ANALYSIS DATA SHEET
PNAs by SW8270C GC/MS
Page 1 of 1

Sample ID: SED-3
MATRIX SPIKE

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 16:08
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.80 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 18.2%
PH: 7.3

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	64	---
91-57-6	2-Methylnaphthalene	64	< 64 U
208-96-8	Acenaphthylene	64	< 64 U
83-32-9	Acenaphthene	64	---
86-73-7	Fluorene	64	< 64 U
85-01-8	Phenanthrene	64	< 64 U
120-12-7	Anthracene	64	< 64 U
206-44-0	Fluoranthene	64	---
129-00-0	Pyrene	64	100
56-55-3	Benzo(a)anthracene	64	---
218-01-9	Chrysene	64	90
205-99-2	Benzo(b)fluoranthene	64	< 64 U
207-08-9	Benzo(k)fluoranthene	64	< 64 U
50-12-8	Benzo(a)pyrene	64	< 64 U
193-19-5	Indeno(1,2,3-cd)pyrene	64	< 64 U
53-70-3	Dibenz(a,h)anthracene	64	< 64 U
191-24-2	Benzo(g,h,i)perylene	64	< 64 U
132-64-9	Dibenzofuran	64	< 64 U

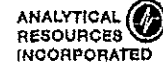
Reported in µg/kg (ppb)

Semivolatile Surrogate Recovery

d14-p-Terphenyl	56.0%
2-Fluorobiphenyl	67.2%

FORM I

STUTZ OIL SPILL INVESTIGATION FINAL REPORT (W-040104-001)



ORGANICS ANALYSIS DATA SHEET
PNAs by SW8270C GC/MS
Page 1 of 1

Sample ID: SED-3
MATRIX SPIKE DUPLICATE

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 16:41
Instrument/Analyst: NT4/LJR
GPC Cleanup: No
Alumina: Yes

Sample Amount: 7.77 g-dry-wt
Final Extract Volume: 0.5 mL
Dilution Factor: 1.00
Percent Moisture: 18.2%
pH: 7.3

CAS Number	Analyte	RL	Result
91-20-3	Naphthalene	64	---
91-57-6	2-Methylnaphthalene	64	< 64 U
208-96-8	Acenaphthylene	64	< 64 U
83-12-9	Acenaphthene	64	---
86-73-7	Fluorene	64	< 64 U
85-01-8	Phenanthrene	64	< 64 U
120-12-7	Anthracene	64	< 64 U
206-44-0	Fluoranthene	64	---
129-00-0	Pyrene	64	490
56-55-3	Benzo(a)anthracene	64	---
218-01-9	Chrysene	64	350
205-99-2	Benzo(b)fluoranthene	64	190
207-08-9	Benzo(k)fluoranthene	64	170
50-32-8	Benzo(a)pyrene	64	91
193-39-5	Indeno(1,2,3-cd)pyrene	64	< 64 U
53-70-3	Dibenz(a,h)anthracene	64	< 64 U
191-24-2	Benzo(g,h,i)perylene	64	< 64 U
132-64-9	Dibenzofuran	64	< 64 U

Reported in µg/kg (ppb)

Semivolatile Surrogate Recovery

d14-p-Terphenyl	58.4%
2-Fluorobiphenyl	62.4%

FORM 1



ORGANICS ANALYSIS DATA SHEET
PNA's by SW8270C GC/MS
Page 1 of 1

Sample ID: SED-3
MS/MSD

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted MS/MSD: 04/12/05

Sample Amount MS: 7.80 g-dry-wt
MSD: 7.77 g-dry-wt

Date Analyzed MS: 04/14/05 16:08
MSD: 04/14/05 16:41

Final Extract Volume MS: 0.5 mL
MSD: 0.5 mL

Instrument/Analyst MS: NT4/LJR
MSD: NT4/LJR

Dilution Factor MS: 1.00
MSD: 1.00

GPC Cleanup: NO

Alumina Cleanup: YES

Analyte	Sample	MS	Spike Added-MS	MS Recovery	MSD	Spike Added-MSD	MSD Recovery	RPD
Naphthalene	< 64.3	960	1600	60.0%	900	1610	55.9%	6.5%
Acenaphthene	< 64.3	1090	1600	68.1%	982	1610	61.0%	10.4%
Fluoranthene	200	1320	1600	70.0%	1840	1610	102%	32.9%
Benzo(a)anthracene	< 64.3	1140	1600	71.2%	1240	1610	77.0%	8.4%

Results reported in µg/kg
RPD calculated using sample concentrations per SW846.

FORM III

INGER JEPSON - STUTZ OIL SEVENTH L... (mirrored/w-attached).pdf



ORGANICS ANALYSIS DATA SHEET
PNAs by SW8270C GC/MS
Page 1 of 1

Sample ID: LCS-041205
LAB CONTROL

Lab Sample ID: LCS-041205
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/18/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: NA
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/14/05 11:12
Instrument/Analyst: NT4/LJR
GPC Cleanup: NO

Sample Amount: 7.50 g
Final Extract Volume: 0.50 mL
Dilution Factor: 1.00
Alumina Cleanup: YES

Analyte	Lab Control	Spike Added	Recovery
Naphthalene	915	1670	54.8%
Acenaphthene	977	1670	58.5%
Fluoranthene	1140	1670	68.3%
Benzo(a)anthracene	1090	1670	65.3%

Semivolatile Surrogate Recovery

d14-p-Terphenyl	74.4%
2-Fluorobiphenyl	58.4%

Results reported in µg/kg

FORM III

SW8270 PNA SURROGATE RECOVERY SUMMARY



Matrix: Sediment

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001

<u>Client ID</u>	<u>TER</u>	<u>FBP</u>	<u>TOT OUT</u>
SED-1	61.2%	69.2%	0
SED-2	52.4%	56.0%	0
MB-041205	75.2%	64.8%	0
LCS-041205	74.4%	58.4%	0
SED-3	65.6%	69.2%	0
SED-3 MS	56.0%	67.2%	0
SED-3 MSD	58.4%	62.4%	0

	<u>LCS/MB LIMITS</u>	<u>QC LIMITS</u>
(TER) = d14-p-Terphenyl	(50-113)	(30-123)
(FBP) = 2-Fluorobiphenyl	(30-160)	(30-160)

Prep Method: SW3550B
Log Number Range: 05-6234 to 05-6236

FORM-II SW8270 PNA

Page 1 for HX79



ORGANICS ANALYSIS DATA SHEET
PCB by GC/ECD Method SW8082
Page 1 of 1

Sample ID: MB-041205
METHOD BLANK

Lab Sample ID: MB-041205
LIMS ID: 05-6234
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/19/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: NA
Date Received: NA

Date Extracted: 04/12/05
Date Analyzed: 04/18/05 14:51
Instrument/Analyst: ECD5/PK
GPC Cleanup: No
Sulfur Cleanup: Yes
Acid Cleanup: Yes

Sample Amount: 12.0 g
Final Extract Volume: 4.0 mL
Dilution Factor: 1.00
Silica Gel: No
pH: NA
Percent Moisture: NA

CAS Number	Analyte	RL	Result
12674-11-2	Aroclor 1016	33	< 33 U
53469-21-9	Aroclor 1242	33	< 33 U
12672-29-6	Aroclor 1248	33	< 33 U
11097-69-1	Aroclor 1254	33	< 33 U
11096-82-5	Aroclor 1260	33	< 33 U
11104-28-2	Aroclor 1221	33	< 33 U
11141-16-5	Aroclor 1232	33	< 33 U

Reported in µg/kg (ppb)

PCB Surrogate Recovery

Decachlorobiphenyl	105%
Tetrachlorometaxylene	97.5%

FORM 1

UNIVERSITY OF CALIFORNIA LIBRARY

Page 01



ORGANICS ANALYSIS DATA SHEET
PCB by GC/ECD Method SH8082
Page 1 of 1

Sample ID: SRD-1
SAMPLE

Lab Sample ID: HX79A
LIMS ID: 05-6234
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/19/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/18/05 19:57
Instrument/Analyst: ECD5/PK
GPC Cleanup: No
Sulfur Cleanup: Yes
Acid Cleanup: Yes

Sample Amount: 12.1 g-dry-wt
Final Extract Volume: 4.0 mL
Dilution Factor: 1.00
Silica Gel: No
pH: 7.0
Percent Moisture: 27.0%

CAS Number	Analyte	RL	Result
12674-11-2	Aroclor 1016	33	< 33 U
53469-21-9	Aroclor 1242	33	< 33 U
12672-29-6	Aroclor 1248	33	< 33 U
11097-69-1	Aroclor 1254	33	< 33 U
11096-82-5	Aroclor 1260	33	< 33 U
11104-28-2	Aroclor 1221	33	< 33 U
11141-16-5	Aroclor 1212	33	< 33 U

Reported in µg/kg (ppb)

PCB Surrogate Recovery

Decachlorobiphenyl	96.8%
Tetrachlorometaxylene	99.2%

FORM I



ORGANICS ANALYSIS DATA SHEET
PCB by GC/BCD Method SW8082
Page 1 of 1

Sample ID: SED-2
SAMPLE

Lab Sample ID: HX79B
LIMS ID: 05-6235
Matrix: Sediment
Data Release Authorized: *AS*
Reported: 04/19/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/18/05 20:14
Instrument/Analyst: ECD5/PK
GPC Cleanup: No
Sulfur Cleanup: Yes
Acid Cleanup: Yes

Sample Amount: 12.3 g-dry-wt
Final Extract Volume: 4.0 mL
Dilution Factor: 1.00
Silica Gel: No
pH: 7.1
Percent Moisture: 23.4%

CAS Number	Analyte	RL	Result
12674-11-2	Aroclor 1016	32	< 32 U
53469-21-9	Aroclor 1242	32	< 32 U
12672-29-6	Aroclor 1248	32	< 32 U
11097-69-1	Aroclor 1254	32	< 32 U
11096-82-5	Aroclor 1260	32	< 32 U
11104-28-2	Aroclor 1221	32	< 32 U
11141-16-5	Aroclor 1232	32	< 32 U

Reported in µg/kg (ppb)

PCB Surrogate Recovery

Decachlorobiphenyl	96.0%
Tetrachlorometaxylene	104%

FORM I



ORGANICS ANALYSIS DATA SHEET
PCB by GC/ECD Method SW8082
Page 1 of 1

Sample ID: SED-3
SAMPLE

Lab Sample ID: HX79C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized:
Reported: 04/20/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Date Extracted: 04/12/05
Date Analyzed: 04/18/05 20:31
Instrument/Analyst: ECDS/PK
GPC Cleanup: No
Sulfur Cleanup: Yes
Acid Cleanup: Yes

Sample Amount: 12.3 g-dry-wt
Final Extract Volume: 4.0 mL
Dilution Factor: 1.00
Silica Gel: No
pH: 7.3
Percent Moisture: 18.2%

CAS Number	Analyte	RL	Result
12674-11-2	Aroclor 1016	32	< 32 U
53469-21-9	Aroclor 1242	32	< 32 U
12672-29-6	Aroclor 1248	32	< 32 U
11097-69-1	Aroclor 1254	32	< 32 U
11096-82-5	Aroclor 1260	32	< 32 U
11104-28-2	Aroclor 1221	32	< 32 U
11141-16-5	Aroclor 1232	32	< 32 U

Reported in µg/kg (ppb)

PCB Surrogate Recovery

Decachlorobiphenyl	95.2%
Tetrachlorometaxylene	95.5%

FORM I



ORGANICS ANALYSIS DATA SHEET
PCB by GC/ECD MethodSW8082
Page 1 of 1

Sample ID: LCS-041205
LAB CONTROL

Lab Sample ID: LCS-041205
LIMS ID: 05-6234
Matrix: Sediment
Data Release Authorized:
Reported: 04/19/05

QC Report No: HK79-Aspect Consulting
Project: Stutz Oil
04G104-001
Date Sampled: NA
Date Received: NA

Date Extracted: 04/12/05
Date Analyzed: 04/18/05 15:08
Instrument/Analyst: ECD5/PK
GPC Cleanup: No...
Sulfur Cleanup: Yes
Acid Cleanup: Yes

Sample Amount: 12.0 g-dry-wt
Final Extract Volume: 4.0 mL
Dilution Factor: 1.00
Silica Gel: No
pH: NA
Percent Moisture: NA

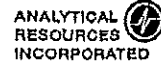
Analyte	Lab Control	Spike Added	Recovery
Aroclor 1016	188	167	113%
Aroclor 1260	188	167	113%

PCB Surrogate Recovery

Decachlorobiphenyl	83.8%
Tetrachlorometaxylene	93.2%

Results reported in µg/kg (ppb)

FORM III



SW8082/PCB SOIL/SEDIMENTS SURROGATE RECOVERY SUMMARY

Matrix: Sediment

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001

Client ID	DCBP	TCMX	TOT-OUT
MB-041205	105%	97.5%	0
LCS-041205	93.8%	93.2%	0
SED-1	96.8%	99.2%	0
SED-2	96.0%	104%	0
SED-3	95.2%	95.5%	0

LCS/MB LIMITS QC LIMITS

(DCBP) = Decachlorobiphenyl (49-140) (30-164)
(TCMX) = Tetrachlorometaxylene (30-135) (26-143)

Prep Method: SW1550B
Log Number Range: 05-6234 to 05-6236



INORGANICS ANALYSIS DATA SHEET
TOTAL METALS
Page 1 of 1

Sample ID: METHOD BLANK

Lab Sample ID: BX799E
NIMS ID: 05-6234
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/14/05

QC Report No: BX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: NA
Date Received: NA

Percent Total Solids: NA

Prep Meth	Prep Date	Analysis Method	Analysis Date	CAS Number	Analyte	RL	mg/kg-dry	Q
3050B	04/11/05	6010B	04/13/05	7440-38-2	Arsenic	5	5	U
3050B	04/11/05	6010B	04/13/05	7440-43-9	Cadmium	0.2	0.2	U
3050B	04/11/05	6010B	04/13/05	7440-47-3	Chromium	0.5	0.5	U
3050B	04/11/05	6010B	04/13/05	7440-50-8	Copper	0.2	0.2	U
3050B	04/11/05	6010B	04/13/05	7439-92-1	Lead	2	2	U
CLP	04/11/05	7471A	04/11/05	7439-97-6	Mercury	0.05	0.05	U
3050B	04/11/05	6010B	04/13/05	7440-22-4	Silver	0.3	0.3	U
3050B	04/11/05	6010B	04/13/05	7440-66-6	Zinc	0.6	0.6	U

U-Analyte undetected at given RL
RL-Reporting Limit

FORM-I



INORGANICS ANALYSIS DATA SHEET

TOTAL METALS
Page 1 of 1

Sample ID: SED-1
SAMPLE

Lab Sample ID: HX79A
LIMS ID: 03-6234
Matrix: Sediment
Data Release Authorized
Reported: 04/14/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Percent Total Solids: 11.8%

Prep Meth	Prep Date	Analysis Method	Analysis Date	CAS Number	Analyte	RL	mg/kg-dry	Q
3050B	04/11/05	6010B	04/13/05	7440-38-2	Arsenic	7	7	U
3050B	04/11/05	6010B	04/13/05	7440-43-9	Cadmium	0.3	0.3	U
3050B	04/11/05	6010B	04/13/05	7440-47-3	Chromium	0.7	19.7	
3050B	04/11/05	6010B	04/13/05	7440-50-8	Copper	0.3	55.3	
3050B	04/11/05	6010B	04/13/05	7439-92-1	Lead	3	10	
CLP	04/11/05	7472A	04/11/05	7439-97-6	Mercury	0.06	0.06	U
3050B	04/11/05	6010B	04/13/05	7440-22-4	Silver	0.4	0.4	U
3050B	04/11/05	6010B	04/13/05	7440-66-6	Zinc	0.6	38.1	

U-Analyte undetected at given RL
RL-Reporting Limit

FORM-1



INORGANICS ANALYSIS DATA SHEET
TOTAL METALS
Page 1 of 1

Sample ID: SED-2
SAMPLE

Lab Sample ID: BX79B
LIMS ID: 05-6235
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/14/05

QC Report No: BX79-Aspect Consulting
Project: Stutz Oil
04C104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Percent Total Solids: 72.81

Prep Meth	Prep Date	Analysis Method	Analysis Date	CAS Number	Analyte	RL	ng/kg-dry	Q
3050B	04/11/05	6010B	04/13/05	7440-38-2	Arsenic	6	6	U
3050B	04/11/05	6010B	04/13/05	7440-43-9	Cadmium	0.3	0.3	
3050B	04/11/05	6010B	04/13/05	7440-47-3	Chromium	0.6	17.1	
3050B	04/11/05	6010B	04/13/05	7440-50-8	Copper	0.3	15.0	
3050B	04/11/05	6010B	04/13/05	7439-92-1	Lead	3	11	
CLP	04/11/05	7473A	04/11/05	7439-97-6	Mercury	0.06	0.06	
3050B	04/11/05	6010B	04/13/05	7440-22-4	Silver	0.4	0.4	U
3050B	04/11/05	6010B	04/13/05	7440-66-6	Zinc	0.8	34.0	

U-Analyte undetected at given RL
RL-Reporting Limit

FORM-I

INORGANICS ANALYSIS DATA SHEET TOTAL METALS Page 1 of 1



INORGANICS ANALYSIS DATA SHEET
TOTAL METALS
Page 1 of 1

Sample ID: SED-3
SAMPLE

Lab Sample ID: HX19C
LIMS ID: 05-6236
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/14/05

QC Report No: HX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Percent Total Solids: 72.83

Prep Meth	Prep Date	Analysis Method	Analysis Date	CAS Number	Analyte	RL	ng/Kg-dry	Q
3050B	04/11/05	6010B	04/13/05	7440-38-2	Arsenic	6	6	
3050B	04/11/05	6010B	04/13/05	7440-43-9	Cadmium	0.3	0.4	
3050B	04/11/05	6010B	04/13/05	7440-47-3	Chromium	0.6	18.5	
3050B	04/11/05	6010B	04/13/05	7440-50-8	Copper	0.3	33.4	
3050B	04/11/05	6010B	04/13/05	7439-92-1	Lead	3	13	
CLP	04/11/05	7471A	04/11/05	7439-97-6	Mercury	0.06	0.08	
3050B	04/11/05	6010B	04/13/05	7440-22-4	Silver	0.4	0.4	U
3050B	04/11/05	6010B	04/13/05	7440-66-6	Zinc	0.8	45.5	

U-Analyte undetected at given RL
RL-Reporting Limit

FORM-I



INORGANICS ANALYSIS DATA SHEET
TOTAL METALS
Page 1 of 1

Sample ID: LAB CONTROL

Lab Sample ID: BX79LCS
LIMS ID: 05-6234
Matrix: Sediment
Data Release Authorized: *JK*
Reported: 04/14/05

QC Report No: BX79-Aspect Consulting
Project: Stutz Oil
040104-001
Date Sampled: NA
Date Received: NA

BLANK SPIKE QUALITY CONTROL REPORT

Analyte	Analysis Method	Spike Found	Spike Added	% Recovery	Q
Arsenic	6010B	193	200	96.5%	
Cadmium	6010B	49.9	50.0	99.8%	
Chromium	6010B	48.5	50.0	97.0%	
Copper	6010B	49.1	50.0	98.2%	
Lead	6010B	195	200	97.5%	
Mercury	7471A	1.06	1.00	106%	
Silver	6010B	48.8	50.0	97.6%	
Zinc	6010B	48.0	50.0	96.0%	

Reported in ng/kg-dry

N-Control limit not met
Control Limits: 80-120%

FORM-VII

METHOD BLANK RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized *AL*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: NA
Date Received: NA

Analyte	Date	Units	Blank
Total Solids	04/07/05	Percent	< 0.01 U
Total Organic Carbon	04/08/05	Percent	< 0.020 U

Soil Method Blank Report-HX79

SAMPLE RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Client ID: SED-1
ARI ID: 05-6234 HX79A

Analyte	Date	Method	Units	RL	Sample
Total Solids	04/07/05 040705#1	EPA-160.3	Percent	0.01	71.30
Total Organic Carbon	04/08/05 040805#1	Plumb.1981	Percent	0.020	1.52

RL Analytical reporting limit
U Undetected at reported detection limit

Soil Sample Report-HX79

ANALYTICAL REPORT - SOIL OR SEDIMENT DATA FROM FIELD OPERATIONS

Page 00

SAMPLE RESULTS-CONVENTIONAL
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Client ID: SED-2
ARI ID: 05-6235 HX79B

Analyte	Date	Method	Units	RL	Sample
Total Solids	04/07/05 040705#1	EPA 160.3	Percent	0.01	76.10
Total Organic Carbon	04/08/05 040805#1	Plumb, 1981	Percent	0.020	1.24

RL Analytical reporting limit
U Undetected at reported detection limit

Soil Sample Report-HX79

SAMPLE RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized: *AL*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Client ID: SED-3
ARI ID: 05-6236 HX79C

Analyte	Date	Method	Units	RL	Sample
Total Solids	04/07/05 040705#1	EPA-160.3	Percent	0.01	73.70
Total Organic Carbon	04/08/05 040805#1	Piomb, 1981	Percent	0.020	1.73

RL Analytical reporting limit
U Undetected at reported detection limit

Soil Sample Report-HX79

LAB CONTROL RESULTS-CONVENTIONALS
HX79-Aspect Consulting



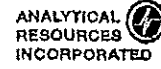
Matrix: Sediment
Data Release Authorized: *[Signature]*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: NA
Date Received: NA

Analyte	Date	Units	LCS	Spike Added	Recovery
Total Organic Carbon	04/08/05	Percent	0.537	0.500	107.4%

Soil Lab Control Report-HX79

STANDARD REFERENCE RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized: *OK*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: NA
Date Received: NA

Analyte/SRM ID	Date	Units	SRM	True Value	Recovery
Total Organic Carbon NIST #8704	04/08/05	Percent	3.23	3.35	96.4%

Soil Standard Reference Report-HX79

REPLICATE RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Analyte	Date	Units	Sample	Replicate(s)	RPD/RSD
ARI ID: HX79A Client ID: SED-1					
Total Solids	04/07/05	Percent	71.30	70.60 71.20	0.5%
Total Organic Carbon	04/08/05	Percent	1.52	1.39 1.23	10.5%

Soil Replicate Report-HX79

MS/MSD RESULTS-CONVENTIONALS
HX79-Aspect Consulting



Matrix: Sediment
Data Release Authorized *gc*
Reported: 04/19/05

Project: Stutz Oil
Event: 040104-001
Date Sampled: 04/06/05
Date Received: 04/06/05

Analyte	Date	Units	Sample	Spike	Spike Added	Recovery
ARI ID: HX79A Client ID: SED-1						
Total Organic Carbon	04/08/05	Percent	1.52	3.21	1.86	90.8%

Soil MS/MSD Report-HX79

3342829
07/31/2007 02:34:52 PM
Lease MIKE CRAIG 82.00
Cowlitz County Washington

Pages: 43

Return Address:



WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)
(RCW 65.04)

Please print or type information

Document Title(s) (or transactions contained therein): 1. 2. Lease 3. 4.
Reference Number(s) of Documents assigned or released: Additional reference #'s on page ____ of document.
Grantor(s) (Last name first, then first name and initials) 1. 2. WA DNR 3. 4. <input type="checkbox"/> Additional names on page ____ of document.
Grantee(s) (Last name first, then first name and initials) 1. 2. Mike & Debra Craig 3. 4. <input type="checkbox"/> Additional names on page ____ of document.
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range) <input type="checkbox"/> Additional legal is on page ____ of document.
Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Assessor Tax # not yet assigned.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Subject: National Trust for Historic Preservation "Partners in Preservation" Grant Agreement for Skansie Net Shed

Proposed Council Action: Approve and authorize the Mayor to execute the grant agreement with the National Trust for Historic Preservation for the Skansie Net Shed in the amount of \$100,000

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects *LDS*

For Agenda of: September 13, 2010

Exhibits: Grant Agreement

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *RK*

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

Approved by Finance Director: *for PR*

Approved by Department Head: _____

Expenditure	Amount	(** see fiscal	Appropriation
Required	\$125,000	Budgeted consideration below)	Required (** see fiscal)

INFORMATION / BACKGROUND

In January of 2010, the City applied for a preservation grant from the National Trust for Historic Preservation and became eligible for the "Partners in Preservation" program. Under this program the National Trust and American Express partnered to preserve significant cultural heritage resources in the Seattle-Puget Sound area. 25 proposals were chosen to compete for \$1 million in preservation dollars. In June of 2010, the City was awarded \$100,000 to stabilize the 1910 Skansie Net Shed. These funds will be used to repair and replace rotten and missing pilings, piling caps, cross members and other structural elements of the historic structure in order to stabilize and preserve it. The City will receive half upon execution of the agreement and the rest upon completion of the project. Permitting, administrative assistance and all costs that are not covered by the grant will be paid by the City in an amount not to exceed \$25,000. The project must be completed by December, 2011.

FISCAL CONSIDERATION

** No money will be spent in the current year (2010). Funding for this work will be included in the 2011 Budget and be reimbursed through the National Trust for Historic Preservation.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute the grant agreement with the National Trust for Historic Preservation for the Skansie Net Shed in the amount of \$100,000.



PARTNERS IN PRESERVATION GRANT AGREEMENT

1. Grant and Budget.

The National Trust for Historic Preservation in the United States (the "Grantor") has awarded a Grant to the City of Gig Harbor (the "Grantee") in the amount of One Hundred Thousand Dollars (\$100,000) for the purposes stated in paragraph 2 (the "Grant"). In accepting this Grant, Grantee agrees to all the terms and conditions of this Grant Agreement.

2. Use of Grant Funds.

Grantee shall use the Grant solely for the following purposes (the "Partners in Preservation Project"):

The Project will stabilize the 1910 Skansie NetShed by repairing, sistering or replacing rotten and missing pilings piling caps, cross members and other structural elements.

Grant funds may not be used for administrative costs or staff salaries. Any changes in the purposes of the Grant must be approved by Grantor in advance, in writing. Grantee should contact the Western Regional Office of the National Trust for Historic Preservation to discuss any proposed changes to the project.

3. Schedule.

The terms of this Grant Agreement will commence upon execution by both parties. Administration of the Grant will follow the process described herein and summarized in the ADMINISTRATIVE CHECKLIST appended hereto.

- a) The Grant will be paid in two equal installments. The first installment of 50% of the Grant will be paid following receipt by the Grantor of the fully executed grant agreement. The second installment of 50% of the Grant will be paid upon successful completion of the terms and conditions of this agreement, including acceptance by the Grantor of the completion report required in paragraph 3c.
- b) Grantee agrees to submit an INTERIM PROGRESS REPORT and FINANCIAL STATEMENT on or before April 31, 2011. The report shall describe the status of the project and all expenditures made from Grant funds, and shall report on Grantee's compliance with the terms of this Agreement. Grantee also agrees to permit the representative of the Grantor, with reasonable notice, to inspect

the project to ensure that the work is progressing as planned and that the grant funds are being used for the purposes stated.

- c) Work must be complete by December 31, 2011, and the FINAL REPORT and FINANCIAL STATEMENT submitted by the Grantee no later than January 30, 2012. Extensions beyond that deadline shall be issued only for extraordinary circumstances beyond the control of the Grantee, subject to the approval of Grantor. Upon receipt of the FINAL REPORT, the Grantee agrees to permit the representative of the Grantor, with reasonable notice, to inspect the completed project to ensure compliance with the terms of this Agreement. The balance of the Grant will be paid upon approval of the FINAL REPORT.
- d) If requested, the grantee agrees to write a 500-word blog entry, to be featured on the National Trust's website, PreservationNation.org.

Copies of all related submittal forms will be made available in electronic form.

4. Publicity.

Upon request, the Grantee agrees to participate in publicity events determined beneficial by the Grantor or the American Express Foundation. Grantee further agrees to permit the Grantor and/or American Express Foundation to use any and all submissions in the application and in the reports for the promotion of the program and for their general corporate purposes. Grantee is encouraged to announce this grant publicly.

5. Acknowledgement of Support.

Grantee agrees to acknowledge the support of the American Express Partners in Preservation program in all print, audio, electronic, and film/video media that it produces concerning the Project by including the following statement:

"This Project is supported by a grant from the American Express Partners in Preservation program, a partnership of the National Trust for Historic Preservation and the American Express Foundation."

Grantee agrees to display the project banner provided or similar sign featuring the Partners in Preservation logo in a prominent location on the project site until the project is complete. Permanent recognition of the grant appropriate to the site is required in a manner comparable to recognition of other donors at the level of this grant.

6. Reports and Inspections.

- a) Grantee agrees to submit above-specified documents and provide related attachments completed to describe the work on the Project and all expenditures made from Grant funds, and to demonstrate Grantee's compliance with the terms of this Agreement. It is understood that the report will be submitted by the Grantor to the American Express Foundation.
- b) Grantee agrees to permit representatives of the Grantor, with reasonable notice, to inspect the Project to ensure that the work is progressing as planned and that the Grant funds are being used for the purposes stated.

Grantee also agrees to allow reasonable access to consultants and contractors engaged by the Grantee for the Project.

7. Representations and Warranties.

Grantee hereby represents and warrants the following:

- a) it is a 501(c)(3) nonprofit corporation in good standing, or a public agency;
- b) if it has previously received Grantor financial assistance, all grant requirements were satisfied or are current as of the date of this Agreement;
- c) the representative executing this Agreement has the power and authority to bind the Grantee to the terms stated herein;
- d) the Project is in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, unless otherwise agreed to in writing by the National Trust.

8. Breach.

Failure to comply with the terms and conditions of this Grant Agreement, including, without limitation, any failure to:

- a) meet the deadlines and submittal of forms as specified in paragraph 3;
- b) obtain the Grantor's written approval of any proposed changes in use of Grant before implementation; or
- c) complete the Project as described

shall nullify the Grant with the expectation that all funds paid to the Grantee shall be returned, along with reasonable accrued interest.

In the event that Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to Grantee and require the repayment of any funds that have already been paid. Grantee agrees, in the event of breach, upon the request of Grantor, to return any and all payments to Grantor.

9. Lobbying and Political Activities.

Grantee shall use no portion of the Grant to participate in any political campaign on behalf of or in opposition to any candidate for public office, or to support attempts to influence legislation of any governmental body other than through making available the results of non-partisan analysis, study and research, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

10. Non-Discrimination.

Grantee agrees to not discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

11. Change in Status.

Grantee shall notify Grantor immediately of any change in (a) Grantee's tax-exempt status, or (b) Grantee's executive staff or key staff responsible for achieving the Grant purposes.

12. Indemnification and Hold Harmless.

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the National Trust for Historic Preservation and the American Express Foundation, their officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the Grant, in expending or applying the proceeds of the Grant, or in carrying out the Project.

13. Assignment.

This Agreement may not be assigned by the Grantee without the prior written approval of the Grantor.

14. Entire Agreement.

This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a written document signed by both parties hereto.

Please acknowledge your acceptance of this agreement by signing and returning the original of this letter to:

Anthea M. Hartig, Ph.D.
National Trust for Historic Preservation
Western Office
5 Third Street, Suite 707
San Francisco, CA 94103

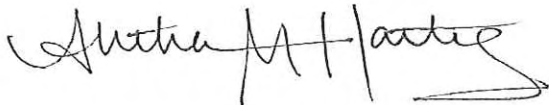
Please direct questions regarding this Grant or your reporting requirements to:

Melita Juresa-McDonald, Program Assistant
415-947-0692, ext. 38221
melita_juresa-mcdonald@nthp.org

By signing and returning this Agreement you acknowledge that these grant funds will be used expressly for the purposes described herein and are subject to the conditions contained in herein. A copy is enclosed for your records.

We are delighted that your project has been selected to receive an American Express Partners in Preservation grant, and we look forward to continuing to work with you to

ensure that rich heritage of Seattle-Puget Sound is preserved for the benefit and enjoyment of present and future generations.



July 29, 2010

Anthea Hartig, Director, Western Office
National Trust for Historic Preservation

date

Agreed to this _____ day of _____, 2010.

signature

name

title

organization

cc: Leah Suhrstedt, Grants and Awards Coordinator, Center for Preservation Leadership
Grant # 39904



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Setting a Public Hearing Date / Prentice Avenue Street Vacation – Thomas Page

Proposed Council Action:
Move to adopt Resolution No. 840 setting Monday, October 11, 2010 at 5:30 p.m. as the date for the public hearing on the proposed street vacation for a portion of Prentice Avenue.

Dept. Origin: Public Works

Prepared by: Willy Hendrickson, Engineering Technician

For Agenda of September 13, 2010

Exhibits: Resolution, Vicinity and Location Map, Petition Letter, Survey Map and Legal Description

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 9/8/10

Approved as to form by City Atty: Via Email

Approved by Finance Director: N/A

Approved by Department Head: [Signature] 9/7/10

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

The City received a letter from Thornton Surveying representing Mr. Thomas Page, owner of 9404 Peacock Ave. NW, Gig Harbor WA, petitioning the City to vacate a portion of Prentice Avenue in accordance with GHMC 12.14.002.

The Right-of-Way proposed for vacation along Prentice Ave. is situated in the Woodworth's Addition Plat recorded August 22, 1890. This portion of Prentice Ave. lies within a Non-User Statute area as described in GHMC 12.14.018C. All City departments have approved the proposed street vacation. No City utility easements will be required. ←

POLICY CONSIDERATIONS

Any policy considerations will be provided at the public hearing. In addition, a checklist for vacation of streets and alleys along with supporting documents and maps will also be provided at the public hearing.

FISCAL CONSIDERATION

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

RECOMMENDATIONS

Move to adopt the Resolution No. 840 setting Monday, October 11, 2010 at 5:30 p.m. as the date for the public hearing on the proposed street vacation for a portion of Woodworth Avenue at the intersection of Prentice Avenue.

RESOLUTION NO. 840

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF PRENTICE AVENUE.

WHEREAS, Thomas A. and Dagmar L. Page desire to initiate the procedure for the vacation of a portion of Prentice Avenue, a portion of the original plat of the Woodworth's Addition to Gig Harbor.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, October 11, 2010 at 5:30 p.m., at which hearing all persons interested in said street vacation are invited to appear.

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

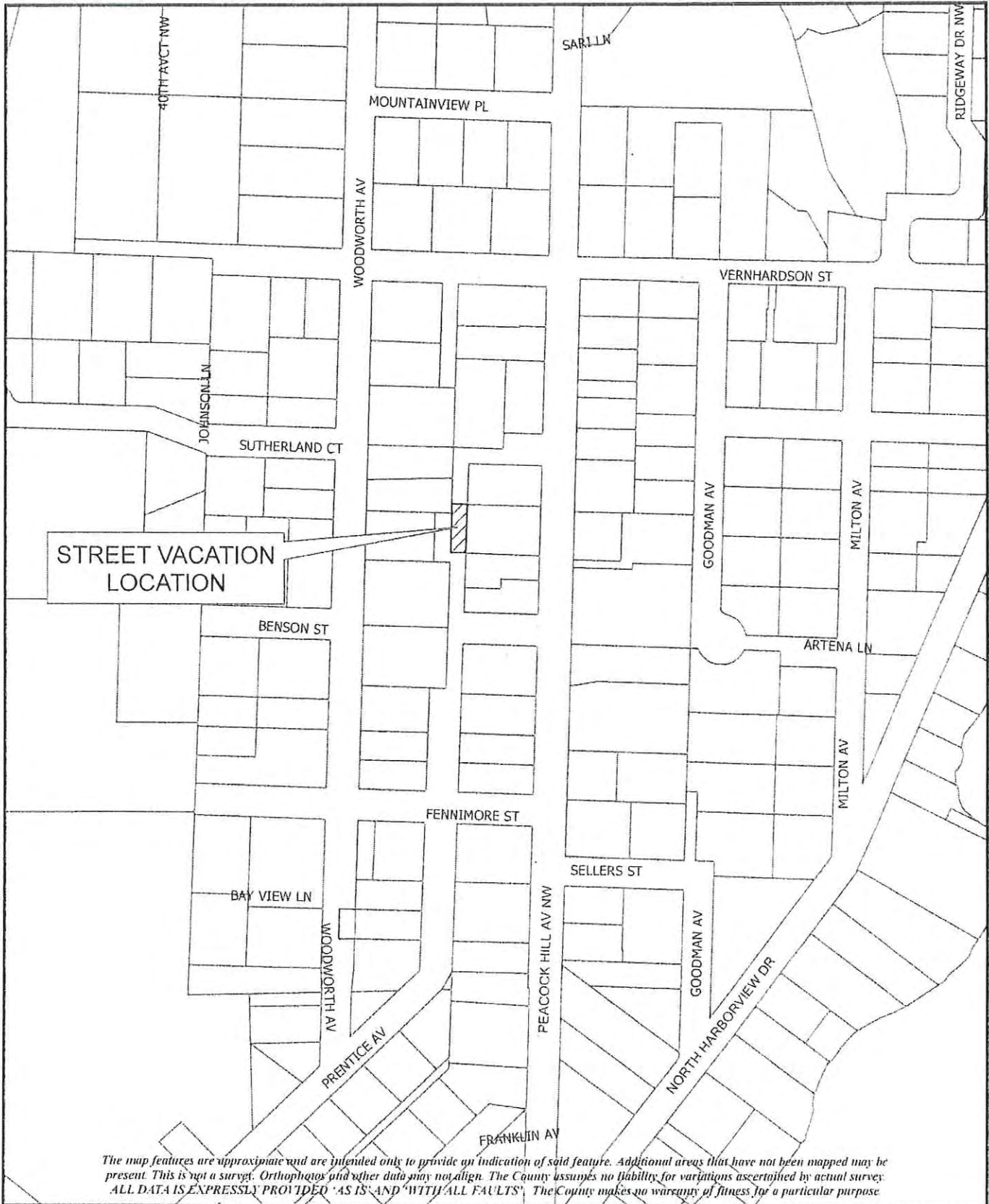
PASSED this thirteenth day of September, 2010.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

FILED WITH THE CITY CLERK: 09/13/10
PASSED BY THE CITY COUNCIL: 09/13/10
RESOLUTION NO. 840



PAGE - 9404 PEACOCK HILL - STREET VACATION
VICINITY MAP



PAGE - 9404 PEACOCK HILL - STREET VACATION
LOCATION MAP



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

8803 State Highway 16

PO Box 249

Gig Harbor, WA 98335

T 253 858 8106

F 253 858 7466

thorntonls.com

09 June, 2010

Mr. Willie Hendrickson
Engineering Technician
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of portion of Prentice Avenue (Chester Street) right-of-way

Dear Mr. Hendrickson,

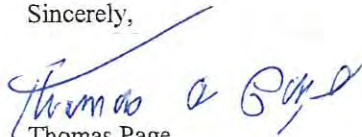
This letter serves as an official request to vacate a 33-foot wide strip of Prentice Avenue abutting my properties at 9404 Peacock Hill Avenue NW in the City of Gig Harbor. This right-of-way along with my properties were created from the plat called "Woodworth's addition to gig harbor" in book 5 of plats at page 66 in Pierce County, Washington. These portions of Prentice Avenue & Benson Street abutting my property at parcel numbers 9815000050 have never been used as street, nor has it been constructed.

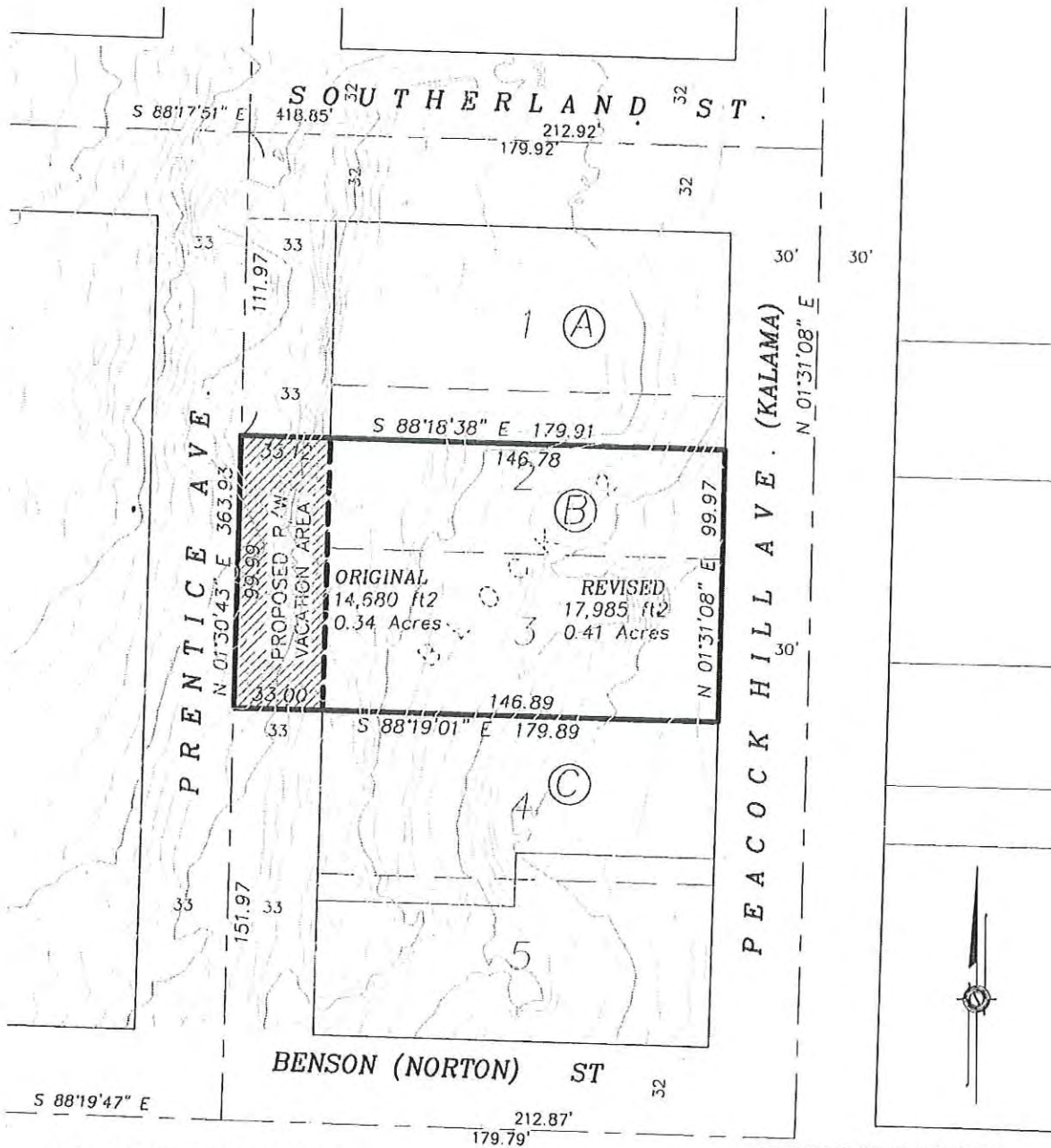
Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", that portion of Prentice Avenue & Benson Street right-of-way's abutting my parcels has adversely, by operation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

In light of this information, I wish to request those portions of the Prentice Avenue abutting my properties be vacated. See attached drawings depicting the original location of the subject portion of Prentice Avenue right-of-way's in relation to my parcels.

Thank you for your assistance.

Sincerely,


Thomas Page



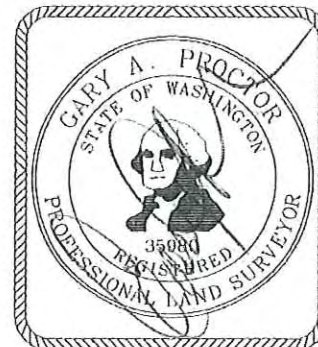
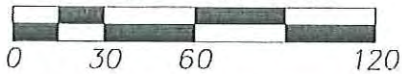
PARCEL/LOT INFORMATION:

LOT	TAX PARCEL NO.	ADDRESS	OWNER
A	9815000041	9416 PEACOCK HILL AVE	DURHAM
B	9815000050	9404 PEACOCK HILL AVE	PAGE
C	9815000061	9324 PEACOCK HILL AVE	BOYD

AREA OF STREET VACATION

PRENTICE AVE 3,306 ft²

SCALE: 1"=60 FEET





THORNTON
LAND SURVEYING, INC.

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

PROPOSED
LEGAL DESCRIPTION

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO PAGE ADJOINER FOLLOWING VACATION OF A PORTION OF PRENTICE AVENUE, 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 PRENTICE AVENUE (FORMERLY CHESTER STREET) PER THE PLAT OF WOODWORTHS ADDITION TO GIG HARBOR, RECORDED IN VOLUME 5 OF PLATS AT PAGE 66, UNDER AUDITOR'S FILE NUMBER 38968, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN THE WESTERN EXTENSION OF THE NORTH LINE OF THE SOUTH 40 FEET OF LOT 2, BLOCK 2 OF SAID PLAT AND THE WESTERN EXTENSION OF THE SOUTH LINE OF THE OF LOT 3, BLOCK 2 OF SAID PLAT.





Subject: Resolution declaring emergency related to single vehicle accident at Lift Station #7

Proposed Council Action:

Authorize Resolution No. 841 declaring an emergency, waiving competitive bidding requirements and authorizing the Mayor to execute contracts for emergency repairs to Lift Station #7 located at the corner of Reid Drive NW and Hollycroft Street NW

Dept. Origin: Public Works-
Wastewater Treatment Plant

Prepared by: Darrell Winans
Wastewater Plant Supervisor

For Agenda of: September 13, 2010

Exhibits: Resolution No. 841

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: POK

Approved as to form by City Atty: by email

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure Required	See below	Amount Budgeted	\$203,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

On August 16, 2010 the WWTP received a call from City Hall that there had been a single vehicle accident damaging Lift Station #7. The Wastewater Treatment Plant staff found that the control panel had been completely removed from its base and pushed up the hill approximately 20 feet. The accident tore the primary power and pump control wiring from the current lift station in such a way that it is non-repairable. The vehicle also tore and broke the wiring and main circuit breaker to the auxiliary power unit (generator) rendering it unusable. Upon further inspection, the valve vault had been struck and was also dislocated.

The City Administrator and acting Wastewater Treatment Plant Supervisor inspected the damage and concluded from their inspections that the Lift Station required emergency repairs in order to secure the public health and safety.

FISCAL CONSIDERATION

The AWC-RMSA (risk pool) is investigating the accident and damages for insurance coverage, including coverage by the driver's insurer. At this time, costs for the repairs will be paid out of the 2010 Capital Improvement Budget for Lift Station Repairs with the potential for

reimbursement from insurance. Until staff has completed final planning and design review the exact costs are not known, however staff has the following estimates for repair costs:

Work	Contractor	Estimated cost
Remove broken equipment, install new equipment including valve vault and screw sucker pump	Rick 'R Stout Construction	\$58,500
Level control system for wet well	Correct Equipment	\$5,485.04
Temporary power supply and pump panel	Madsen Electric	\$5,962
Electrical contract for final permanent panel	Madsen Electric	TBD
Control panel, pumps and auxiliary standby pump (screw sucker)	APSCO	\$96,387.12

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 841 declaring emergency related to single vehicle accident at Lift Station #7 and authorizing emergency repairs.

RESOLUTION NO. 841

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE EXISTENCE OF AN EMERGENCY NECESSITATING THE WAIVER OF COMPETITIVE BIDDING REQUIREMENTS TO ADDRESS THE EMERGENCY REPAIRS OF LIFT STATION #7 LOCATED AT THE CORNER OF REID DRIVE NW AND HOLLYCROFT STREET NW AFTER A RECENT SINGLE VEHICLE ACCIDENT; WAIVING THE REQUIREMENTS OF RCW 39.04.190, RCW 39.04.155, AND CITY OF GIG HARBOR RESOLUTION NO. 797, AS ALLOWED BY RCW 39.04.280; AND AUTHORIZING THE EMERGENCY REPAIRS.

WHEREAS, RCW 39.04.280(1)(c) authorizes the City to waive competitive bidding and professional selection requirements in the event of an emergency; and

WHEREAS, RCW 39.04.280(3) defines an emergency as an unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of an essential function; or (b) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken; and

WHEREAS, on August 16, 2010 the Wastewater Treatment Plant staff received a call from City Hall that there had been a single vehicle accident damaging Lift Station #7. The Wastewater Treatment Plant staff found that the control panel had been completely removed from its base and pushed up the hill approximately 20 feet. The accident tore the primary power and pump control wiring from the current lift station in such a way that it is non-repairable. The vehicle also tore and broke the wiring and main circuit breaker to the auxiliary power unit (generator) rendering it unusable. Upon further inspection, it was noted that the valve vault had been struck and was also dislocated; and

WHEREAS, the proper functioning of this lift station is critical to the health and safety of citizens and the environment because it pumps raw sewage and keeps it from running into our streets and storm drains; and

WHEREAS, the City Administrator and acting Wastewater Treatment Plant Supervisor inspected the damage and concluded from their inspections that the Lift Station required emergency repairs in order to to secure the public health, safety, property and welfare; and

WHEREAS, because of this emergency, the City is unable to comply with the City's resolution applicable to bidding procedures; NOW, THEREFORE,

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

Section 1. Finding and Declaration of Emergency. Based upon the WHEREAS clauses above, which are incorporated as findings, the City Council hereby declares that an emergency exists requiring the immediate action by the City in order to preserve the public health, safety, property and welfare. The Council further declares that the delay necessitated by compliance with the procedures for procurement of equipment and construction of public works found in City Resolution No. 797, RCW 39.04.190 and RCW 39.04.155, prevents the City from coping with the emergency in time to minimize impact to the City's vital infrastructure.

Section 2. Authorization of Repairs. The City Council hereby authorizes expenditures necessary for the emergency repairs and authorizes the Mayor to execute contracts necessary to complete the work.

RESOLVED by the City Council this 13th day of September, 2010.

APPROVED:

MAYOR CHUCK HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 841



Subject: Frontage Road Turnback Agreement
With Washington State Department of
Transportation (TB3-0142)

Proposed Council Action: Authorize the
Mayor to execute Turnback Agreement
TB3-0142 with WSDOT for the proposed
Frontage road on SR 16.

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, PE
City Engineer

For Agenda of: September 13, 2010

Exhibits: Turnback Agreement

Concurred by Mayor: Initial & Date
Approved by City Administrator: ROK
Approved as to form by City Atty: approv. via email 9/25/10
Approved by Finance Director: [Signature] 9/10
Approved by Department Head: [Signature] 9/10

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final 0. Values are 0, 0, 0, 0.

INFORMATION / BACKGROUND

The Washington State Department of Transportation (WSDOT) is planning to design and construct a frontage road along the eastern (northern) side of SR16. The road will provide access from Rosedale Street to the commercial development north of Rosedale Street that currently accesses directly to and from westbound SR16. The proposed frontage road is planned to be located within existing WSDOT right-of way. This road will be an important part of the City's local street system as future private development may utilize the roadway for access and it could function as part of a future alternate north-south route through the City. City staff will coordinate with the WSDOT design team to ensure that the roadway incorporates City standards. The proposed turnback agreement will transfer the right-of-way and the new roadway, once it has been constructed by others, to the City for acceptance and operation as a local road as well as for maintenance responsibility.

Project funding through the state is dependent upon the execution of the turnback agreement with the City of Gig Harbor. The Council authorized the execution of a similar agreement in May 2010 for the SR16/Burnham/Borgen Interchange improvements project.

FISCAL CONSIDERATION None.

BOARD OR COMMITTEE RECOMMENDATION None.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute Turnback Agreement TB3-0142 with the Washington State Department of Transportation for the proposed frontage road on SR 16.



<h1>Turnback Agreement</h1>			Organization and Address City of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98335
			Agreement Number TB3-0142
State Route 16	Control Section 2706	Region Olympic	

THIS AGREEMENT is between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and City of Gig Harbor, hereinafter the "LOCAL AGENCY," collectively hereinafter the "PARTIES."

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as identified above, hereinafter referred to as the "PROJECT," and

WHEREAS, the STATE has acquired and/or is in the process of acquiring right of way needed to construct, reconstruct, or rearrange the state route and/or certain streets or roads, frontage roads, access roads, intersections, ramps, crossings, and /or other roadway features, hereinafter referred to as "Roadway Facilities," and

WHEREAS, upon completion of the PROJECT, certain right of way and Roadway Facilities, as shown on Exhibit A, attached hereto and made a part hereof, will require maintenance, operation, and ownership transfer from the STATE to the LOCAL AGENCY, and

WHEREAS, the STATE and LOCAL AGENCY enter into this Agreement to identify the process of Roadway Facilities and right of way maintenance, operation, and ownership transfer,

NOW, THEREFORE, pursuant to

(City or Town) RCW 36.75.090 and/or RCW 47.52.210,

(County) RCW 36.75.090 and WAC 468-18-040, "Design standards for rearranged county roads, frontage roads, access roads, intersections, ramps and crossings,"

IT IS MUTUALLY AGREED AS FOLLOWS:

1. COMPLETION, ACCEPTANCE, AND TRANSFER OF OPERATION AND MAINTENANCE

1.1 Once the PROJECT is completed and reviewed by the PARTIES, the STATE will in writing transfer to the LOCAL AGENCY and the LOCAL AGENCY agrees to accept the responsibility for the maintenance and operation of the Roadway Facilities and right of way until such time as the full ownership of the right of way and Roadway Facilities are conveyed by deed pursuant to Section 2.

1.2 The LOCAL AGENCY agrees to accept ownership of the right of way and Roadway Facilities as shaded, where applicable, on Exhibit A, as follows:

Red Indicates access control and access rights to be retained by the STATE

Blue (light) Indicates Roadway Facilities and right of way to be conveyed in fee to the LOCAL AGENCY

Yellow Indicates easements to be conveyed to the LOCAL AGENCY

2. RECORDED CONVEYANCE

2.1 Within one year following the STATE's written transfer to the LOCAL AGENCY of the responsibility for maintenance and operations as provided in Section 1, the STATE will furnish the LOCAL AGENCY a recordable conveyance of right of way, including the Roadway Facilities constructed thereon, as shown on the plans marked Exhibit A. The conveyance will be recorded pursuant to RCW 65.08.095.

2.2 It is understood and agreed that the above-referenced property is transferred for road/street purposes only, and no other use shall be made of said property without the prior written approval of the STATE. It is also understood and agreed that the LOCAL AGENCY, its successors or assigns, shall not revise either the right of way lines or the access control without prior written approval from the STATE, its successors, or assigns. Revenues resulting from any vacation, sale, or rental of this property or any portion thereof, shall (1) if the property is disposed of to a governmental entity for public use, be placed in the LOCAL AGENCY road/street fund and used exclusively for road/street purposes; or (2) if the property is disposed of other than as provided in (1) above, be shared by the LOCAL AGENCY and STATE, their successors or assigns, in the same proportion as acquisition costs were shared; except that the LOCAL AGENCY may deduct the documented direct costs of any such vacation, sale, or rental.

2.3 The LOCAL AGENCY agrees to comply with, and require its successors or assigns to comply with, all civil rights and anti-discrimination requirements of chapter 49.60 RCW, as to the right of way and Roadway Facilities to be conveyed.

2.4 The LOCAL AGENCY understands and agrees that the STATE is retaining ownership of all rights of ingress and egress, to, from and between the above referenced state highway route and/or Roadway Facilities and the properties abutting said state highway route and/or Roadway Facilities, including all rights of access, light, view and air, and access control as shown by the access prohibition symbol and as shaded in section 1.2 above along the above referenced state route and/or Roadway Facilities right of way and along abutting properties on the right of way access plans marked as Exhibit A. The LOCAL AGENCY, its successors or assigns, shall have no right of ingress or egress between the above referenced state route and abutting properties, or the state route and the lands herein conveyed that show the access prohibition symbol and as shaded in section 1.2 above. The LOCAL AGENCY, its successors or assigns, shall not be entitled to compensation for any loss of access, light, view, or air occasioned by the location, construction, reconstruction, maintenance, or operation of the above referenced state route and/or Roadway Facilities.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date last written below.

LOCAL AGENCY

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

OWNERSHIPS				REMAINDER				OWNERSHIPS				REMAINDER					
Parcel No	Name	Tot Area	Take	Lt.	Rt.	Parcel No	Name	Tot Area	Take	Lt.	Rt.	Parcel No	Name	Tot Area	Take	Lt.	Rt.
3-3426	(See Sheet No 9)					3-3438	MOUNTAIN VIEW DEVELOPMENT	51.00 Ac.	3.60 Ac.	45.20 Ac.	2.20 Ac.	3-3434A	MANNING, LARSEN	1.37 Ac.	0.35 Ac.		1.02 Ac.
3-3429	FOSTER	13.61 Ac.	0.43 Ac.		13.18 Ac.												
3-3430	BAKER, JR.	0.91 Ac.	0.15 Ac.		0.76 Ac.												
3-3431	MAYES	2.35 Ac.	0.12 Ac.	223 Ac.	140 ^{sq} Ft.												
3-05137	SHULICK, ALLEN & GATELY	3.87 Ac.															
3-3433	KAUPPILA	8.04 Ac.	0.74 Ac.		7.30 Ac.												
3-3434	PRICE	2.93 Ac.	0.49 Ac.		2.44 Ac.												
3-3435	WALLINGFORD	0.91 Ac.	0.13 Ac.		0.78 Ac.												
3-3436	NOT USED																
3-3437	GATELY-BAKER-MITTS	6.04 Ac.	2.17 Ac.		3.87 Ac.												

AIRSPACE LEASE SCHEDULE		
NUMBER	LESSEE	LOCATION
AA3-0720	TELEPHONE UTILITIES INC.	NB 1207+00 TO NB 1208+65 ON LT.

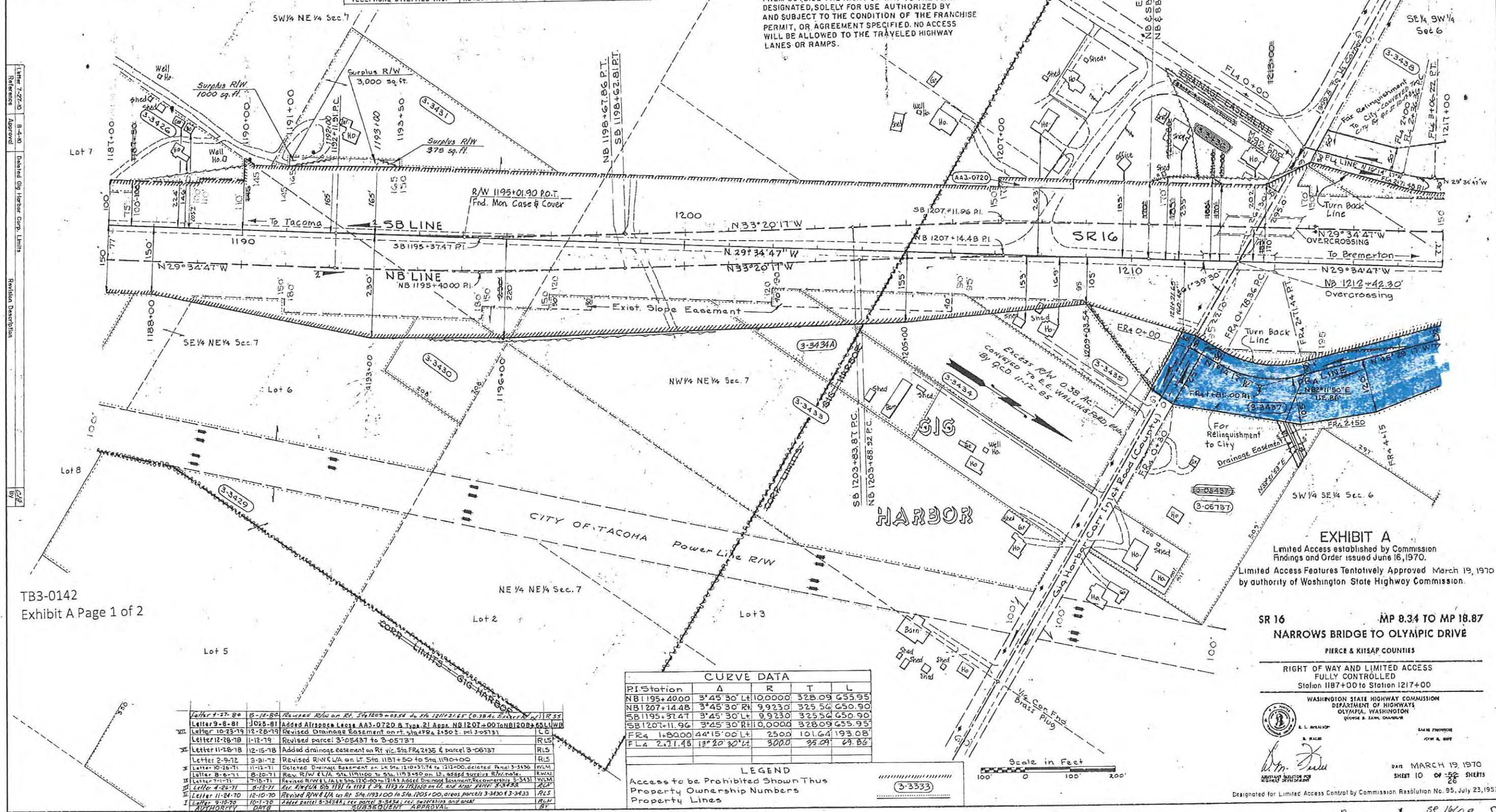
REGION NO.	STATE	FED. AID DIST. NO.
10	WASH.	F-016(1)

ACCESS APPROACH SCHEDULE		
SPECIFIED USER	STATION ON ROADWAY	TYPE
TELEPHONE UTILITIES INC.	NB 1207+00 TO NB 1208+65 ON LT.	21

Access Note:
Traffic movement will be permitted under the highway structures at Sta 1212+42.30 on Gig Harbor-Carr Inlet Road.

No. 21. THE PRIVILEGE OF ACCESS TO AREAS WITHIN THE RIGHT OF WAY IS PERMITTED FROM OUTSIDE THE RIGHT OF WAY TO THE USER DESIGNATED, SOLELY FOR USE AUTHORIZED BY AND SUBJECT TO THE CONDITION OF THE FRANCHISE PERMIT, OR AGREEMENT SPECIFIED. NO ACCESS WILL BE ALLOWED TO THE TRAVELED HIGHWAY LANES OR RAMPS.

NOTE: For Total Parcel Details See Sheet 1



DATE	BY	DESCRIPTION
7-27-70	B-4-40	Detailed Gig Harbor Corp. Limits

DATE	BY	DESCRIPTION
7-27-70	B-4-40	Detailed Gig Harbor Corp. Limits

DATE	BY	DESCRIPTION
7-27-70	B-4-40	Detailed Gig Harbor Corp. Limits

TB3-0142
Exhibit A Page 1 of 2

CURVE DATA					
PI Station	Δ	R	T	L	
NB 1195+40.00	3°45'30" L	10,000'	328.09'	655.95'	
NB 1207+14.48	3°45'30" R	9,923'	325.50'	650.90'	
SB 1195+37.47	3°45'30" L	9,923'	325.50'	650.90'	
SB 1207+11.96	3°45'30" R	10,000'	328.09'	655.95'	
FR 4 1+80.00	44°15'00" L	250'	101.64'	193.08'	
FL 4 2+71.48	13°20'30" L	300'	75.09'	69.86'	

LEGEND
Access to be Prohibited Shown Thus
Property Ownership Numbers
Property Lines

EXHIBIT A
Limited Access established by Commission Findings and Order issued June 16, 1970.
Limited Access Features Tentatively Approved March 19, 1970 by authority of Washington State Highway Commission.

SR 16 MP 8.34 TO MP 18.87
NARROWS BRIDGE TO OLYMPIC DRIVE
PIERCE & KITSAP COUNTIES

RIGHT OF WAY AND LIMITED ACCESS FULLY CONTROLLED
Station 1187+00 to Station 1217+00

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON
GEORGE B. SANK, CHAIRMAN

DATE: MARCH 19, 1970
SHEET 10 OF 52 SHEETS

Designated for Limited Access Control by Commission Resolution No. 95, July 23, 1953.



18/29 05

REGION NO.	STATE	FED. AID PROJECT NO.	SHEET NO.
010	WASH.	F-009-1()	

OWNERSHIPS				REMAINDER	
Parcel No.	Name	Tot. Area	Take	Lt.	Rt.
3-3437	(See Sheet No 10)				
3-3438	(See Sheet No 10)				
3-3439	GILICH	18.09 Ac.	0.02 Ac.		18.07 Ac.
3-3440	MT. VIEW DEVELOPMENT CO., INC.	77.09 Ac.	2.67 Ac.	74.42 Ac.	
3-3442	WAGNER INVESTMENT SVN.	17.04 Ac.	0.74 Ac.	16.30 Ac.	
3-3441A	NOT USED				
3-3441B	NOT USED				

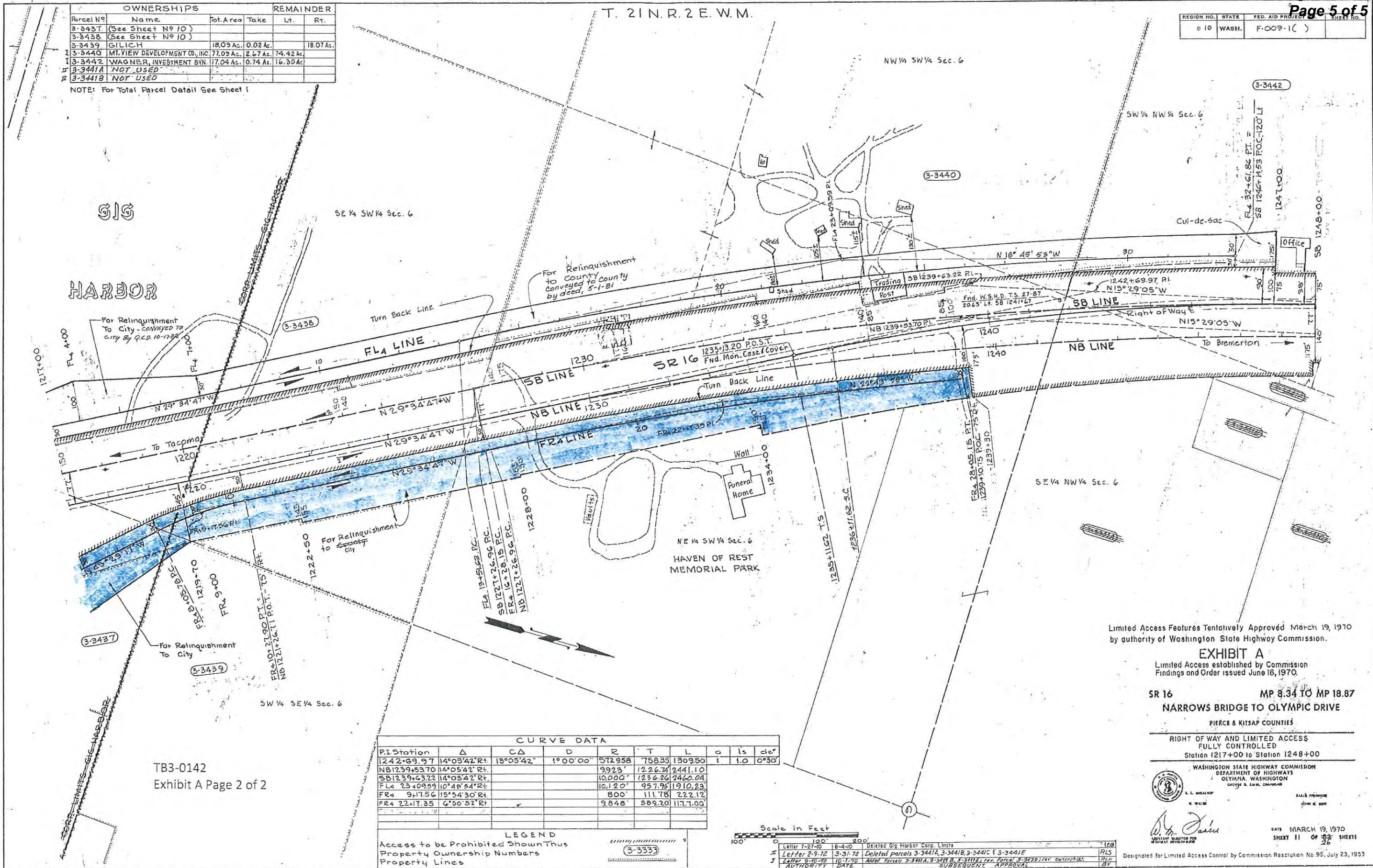
NOTE: For Total Parcel Detail See Sheet 1

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

SR 16 Narrows Drive to Olympic Drive Sheet 11 of 52 Streets



PI Station	Δ	CA	D	R	T	L	a	ls	de'
1242+69.97	14°03'42" R	13°05'42"	1°00'00"	572.958	758.335	1309.550	1	1.0	0°30'
NB1239+53.70	14°05'42" R			9923'	1226.74	2441.10			
SB1239+63.22	14°05'42" R			10,000'	1236.24	2460.04			
FLA 23+09.59	10°48'34" R			10,120'	957.96	1910.23			
FR4 9+17.56	15°54'30" R			800'	111.78	222.12			
FR4 22+17.35	6°50'32" R			9,848'	589.20	1177.00			

LEGEND
 Access to be Prohibited Shown Thus
 Property Ownership Numbers
 Property Lines

Limited Access Features Tentatively Approved March 19, 1970 by authority of Washington State Highway Commission.

EXHIBIT A
 Limited Access established by Commission Findings and Order issued June 16, 1970.

SR 16 MP 8.34 TO MP 18.87
 NARROWS BRIDGE TO OLYMPIC DRIVE

PIERCE & KITSAP COUNTIES
 RIGHT OF WAY AND LIMITED ACCESS FULLY CONTROLLED
 Station 1217+00 to Station 1248+00

WASHINGTON STATE HIGHWAY COMMISSION
 DEPARTMENT OF HIGHWAYS
 OLYMPIA, WASHINGTON

L. L. BUCKNER
 WASHINGTON STATE HIGHWAY COMMISSION
 DATE MARCH 19, 1970
 SHEET 11 OF 52 SHEETS

Designated for Limited Access Control by Commission Resolution No. 95, July 23, 1953

R/W 02/16/09



Subject: Proposed Development Agreement with Harbor Hill LLC

Proposed Council Action: Initiate further processing of the proposed development agreement with Harbor Hill LLC.

Dept. Origin: Planning Department

Prepared by: Tom Dolan [Signature]
Planning Director

For Agenda of: September 13, 2010

Exhibits: Draft Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature]

Approved as to form by City Atty: [Signature]

Approved by Finance Director: N/A

Approved by Department Head: [Signature] 9/7/10

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

In 2009 the Council passed an ordinance that extended the potential terms of development agreements to 20 years. The ordinance further allowed projects in the planned community development land use designation to deviate from the allowed uses, minimum and maximum densities, maximum gross floor area, or maximum structure height allowed in the underlying zoning district if a majority of the City Council plus one approved a development agreement. Before approving such development agreement the City Council must: 1) vote to initiate consideration of the development agreement; 2) require that the Planning and Building Committee meet and make a recommendation to the Council as a whole; 3) conduct two properly noticed public hearings on the development agreement.

For the last 8 months the property owners (Harbor Hill LLC.) have been meeting with the City to discuss a development agreement that would allow deviations from zoning requirements in the Harbor Hill PCD-RLD and PCD-RMD districts owned by the Olympic Property Group. An Ad Hoc Committee which included three City Council members (Ekberg, Young & Payne) participated in the meetings. A draft of the agreement has been developed and is attached to this council bill.

NOTE: Voting to initiate consideration of the proposed development agreement will start a public process that will include a review and recommendation by the Planning and Building Committee and two public hearings by the full City Council.

STAFF ANALYSIS

The proposed deviations from the zoning requirements in the PCD-RLD and PCD-RMD districts proposed by Harbor Hill LLC, have been anticipated since the applicants submitted land use permits for their 824 unit residential development in Gig Harbor North. Staff recommends that the Council initiate further consideration of the development agreement in the manner set forth by GHMC 19.08.

BOARD OR COMMITTEE RECOMMENDATION

The Council Ad Hoc Committee recommended further processing of the draft development agreement.

RECOMMENDATION / MOTION

Move to initiate further processing of the draft development agreement in a manner consistent with the provisions of GHMC 19.08.

EXHIBITS

- A. **Attached Draft Development Agreement**

DRAFT

DRAFT

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND HARBOR HILL LLC,
FOR THE
HARBOR HILL DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of December, 2010, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, hereinafter the "City," and HARBOR HILL LLC, a Washington limited liability company, hereinafter "Harbor Hill" or "Developer."

RECITALS

A. Introduction

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

A development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement.

This Development Agreement relates to the development known as the Harbor Hill property, legally described on Exhibit A attached hereto (the "Property"), and generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington.

B. Harbor Hill Property Description

Harbor Hill is the successor to OPG Properties LLC (f/k/a Olympic Property Group LLC), a Washington limited liability company, and Pope Resources, a Delaware limited partnership, as the developer and owner of the Property. The Property is located within the incorporated limits of the City and within the City's Urban Growth Area.¹ The Property is graphically depicted on the drawing attached hereto as Exhibit B (the "Map").

¹ The Property description does not include (a) those land areas previously conveyed by Harbor Hill to third parties, including Costco Wholesale Corporation, Northwest Capital Investors LLC, YMCA of Tacoma/Pierce County, International Church of the Foursquare Gospel, Harbor Hill Maintenance Association No. 1, Harbor Hill Maintenance Association No. 2, and the City, and (b) the Village Center property described below.

The Property is divided generally into three areas, as shown on the Map: (1) the Residential Area, which comprises areas for single-family and multi-family development and appurtenant streets, parks, storm water management areas, and other appurtenant areas, (2) the Harbor Hill Business Park Area, which comprises portions of the Harbor Hill Business Park and appurtenant areas, and (3) the Other Area.

C. Comprehensive Plan Designation and Zoning

The Property is designated _____, _____, and _____ on the City's official comprehensive plan map and is zoned Planned Community District – Residential Low Density (PCD-RLD), Planned Community District – Residential Medium Density (PCD-RMD), _____, _____, and _____ on the City's official zoning map, as depicted on the Map.

D. Water, Sewer, and Transportation Facility Capacity

Harbor Hill has reserved with the City, for the benefit of the Property and the Village Center property described below, certain water service, sewer service, and vehicle trip capacity, as evidenced by the capacity reservation certificates attached hereto as Exhibit C (the "Capacity Reservation Certificates"). In addition, the City has prepared a water service, sewer service, and transportation facility capacity evaluation in connection with the development of the Property.

E. Existing Development Within the Property

The Property is undeveloped except for certain utility and transportation infrastructure improvements constructed or installed by Harbor Hill or its affiliates.

F. Pre-Annexation Agreement

The Property was subject to that certain "Preannexation Agreement for Gig Harbor North" dated September 26, 1996 (the "Pre-annexation Agreement"), among Pope Resources, a Delaware limited partnership (an affiliate of and predecessor to Harbor Hill), Tucci & Sons, Inc., a Washington corporation, and the City, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 9704040094, Book 325, page 1622. To the actual current knowledge of the parties hereto, all obligations of Pope Resources, OPG Properties LLC, and Harbor Hill arising under the Pre-Annexation Agreement have been fully satisfied.

G. Prior Development Agreements

The Property is not currently subject to any development agreement and has not in the past been subject to any development agreement. However, other real property located near the Property and presently or formerly owned by Harbor Hill or its affiliate OPG Properties LLC (d/b/a Olympic Property Group and

f/k/a Olympic Property Group LLC) has been subject to the following two (2) development agreements:

1. "Development Agreement" dated July 23, 2003, between Olympic Property Group LLC (now known as OPG Properties LLC), a Washington limited liability company, and the City, relating to the real property commonly known as the Village Center, which was recorded in the real property records of Pierce County, Washington, under Auditor's File Nos. 200308140667 and 200308140668.

2. "Development Agreement by and between the City of Gig Harbor and Harbor Hill LLC, for the Costco Shopping Center Residual Parcels" dated November 13, 2006, between Harbor Hill and the City, relating to the real property commonly known as Residual Parcels A, B, and C the Costco Shopping Center, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. _____.

To the actual current knowledge of the parties hereto, all obligations of OPG Properties LLC and Harbor Hill arising under the development agreements described above have been fully satisfied.

H. Planning Concept and Values

Harbor Hill has prepared a master plan for the development of the Property. A master plan for the development of the Property promotes the City's growth management and planning objectives, including the following:

- Providing a range of housing options;
- Innovative and sensitive land development with clustering, critical area protection, and natural open space areas;
- Efficiently-planned transportation, storm water, and utility infrastructure improvements;
- Creative solutions for housing, water conservation, and traffic demand management; and
- Creative mix of residential and commercial uses.

I. Existing Environmental Documents

Harbor Hill, OPG Property Group LLC, Pope Resources, the City, and others have investigated the environmental condition of the Property and the environmental impacts that may be caused by the development of the Property and have prepared certain environmental reports and studies, which are listed on Exhibit D attached hereto (the "Environmental Documents"). The Environmental Documents include draft and final environmental impact statements relating to

the adoption of the City's comprehensive plan and zoning code and to the making of the Pre-annexation Agreement.

J. City Environmental Review

The City has reviewed the probable adverse environmental impacts of the making of this Agreement, as required by the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"), by reviewing the Environmental Documents and by making a threshold determination of _____ dated _____, 2010, which has not been appealed or modified, and a copy of which is attached hereto as Exhibit E (the "Threshold Determination").

K. City Authority

This Agreement is made under the authority of the City's police power, contracting authority, and other authority, including the authority granted to the City under RCW 36.70B.170 et seq. to make development agreements, and GHMC Chapter 19.08 as amended. This Agreement establishes development standards for the Property and other provisions that apply to and govern and vest the development, use and mitigation of the development of the Property for the term specified in this Agreement. Actual construction of the Project requires issuance of subsequent City permits, which will be issued in accordance with the standards and procedures described in this Agreement.

L. Desires of the Parties

The City desires to encourage the timely and orderly development of the Property, to allow that development to occur when market opportunities arise, and to establish a means of flexibly responding to different real estate market needs. The City and Harbor Hill desire to preserve the significant investments to be made by the City and Harbor Hill in Project design, environmental review, public hearings, decision-making, and utility and transportation facility construction. The parties desire to enter into a development agreement regarding the subdivision, development, and use of the Property, in order to facilitate the timely and orderly completion of the Project. The parties desire to establish the development standards for the Property for a determined period of time through this Agreement, to ensure that for a reasonable period of time the Property may be developed in a manner that is consistent with a single set of standards. The parties desire to rely upon the legal authority for the making of a development agreement established under Washington law and the ordinances of the City, including RCW 36.70B.170 et seq. and GHMC Chapter 19.08, as amended.

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. The Project. The Project is the development and use of the Property as described in this Agreement. Upon completion of construction, the Project will comprise the facilities and uses described on Exhibit F attached hereto and incorporated herein by this reference.

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

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

A. "Adopting Resolution" means the resolution which approves this Development Agreement, as required by RCW 36.70B.200.

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

C. "Design Guidelines" means the Gig Harbor Design Manual, as adopted by the City.

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

E. "Director" means the City's Community Development Director or Director of Planning and Building.

F. "Effective Date" means the effective date of the Adopting Resolution.

G. "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrence Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, and building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

H. "Harbor Hill Business Park" means the Plat of Harbor Hill Business Park, City of Gig Harbor Subdivision No. _____, recorded in the real property records of Pierce County, Washington, under Auditor's File No. _____, together with the Harbor Hill Business Park short plats recorded under Auditor's File Nos. _____ (creating Lots 1A and 1B) and _____ (creating Lots 4A and 4B).

I. "Landowner" is any person who has acquired any portion of the Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. Notwithstanding the foregoing, a Landowner shall not be a party to or beneficiary of this Agreement, shall not be a successor or assign of the Developer, and shall have no rights regarding the enforcement, interpretation, amendment, or termination of this Agreement, unless the Developer shall assign such rights to such Landowner in an instrument recorded in the real property records of Pierce County, Washington.

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

- Exhibit A – Legal Description of the Property.
- Exhibit B – Map.
- Exhibit C – Capacity Reservation Certificates.
- Exhibit D – List of Environmental Documents.
- Exhibit E – SEPA Threshold Determination.
- Exhibit F – Project Description.

Section 5. Project Is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 6. Term of Agreement; Vesting Periods.

A. This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement, and shall continue in force for a period of 20 years unless extended or terminated as provided herein. Upon the expiration of such period, this Agreement shall remain in full force and effect until either the Developer or the City elects, each by written notice to the other party, to terminate this Agreement, in which case this Agreement shall terminate one hundred eighty (180) days after the date of delivery of such notice. Following the termination of this Agreement, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

B. The Development Standards designated in this Agreement shall remain unchanged and apply in full force and effect for the term of this Agreement (the "Development Period").

C. During the Development Period, Harbor Hill shall have the right to obtain approvals and permits, including final plat and final planned unit development approvals, and develop the Property in accordance with the Development Standards. Within the Residential Area, as shown on the Map, the following time periods otherwise applicable to City approvals and permits shall be extended for the term of the Development Period: (1) the duration of preliminary and final binding site plan approval, preliminary and final plat approval, and other land use approvals and permits, (2) the duration of building permits, clearing and grading permits, and other construction approval and permits, (3) deadlines for filing final binding site plans, final plats, and other applications and designs, and (4) deadlines for commencing and completing the development of an approved final binding site plan, final plat, or other project. Notwithstanding the foregoing, the City reserves the right during the Development Period to modify the Development Standards to the extent required by a serious threat to public health and safety.

D. Within the Harbor Hill Business Park Area, as shown on the Map, any City construction or land use approval or permit relating to Lots 1A and 1B, including without limitation any design approval, site plan approval, binding site plan approval, or construction permit, shall not expire or terminate until the date that is ten (10) years after the issuance of such approval or permit.

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

Section 8. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Property, shall be the Project description set forth on Exhibit F attached hereto and incorporated herein by this reference, the Existing Land Use Regulations, the permits and approvals identified herein, and all other exhibits incorporated herein.

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

Section 10. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 11. Financing of Public Facilities. The City may pursue the use of a local improvement district and other similar project-related public financing mechanism for financing the construction, improvement or acquisition of public infrastructure, facilities, lands and improvements to serve the Property, whether located within or outside the Property. Developer acknowledges and agrees that it shall pay its pro-rata share of the costs of public improvements to be financed thereby.

Section 12. Existing Land Use Fees and Impact Fees.

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

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in Chapter 19.12 of the Gig Harbor Municipal Code. It is the intent of the parties that impact fees should be collected at such time as the impact to be mitigated by the fee is reasonably probable within one (1) year after fee collection. The parties agree that payment of any impact fee relating to the development of the Property shall be required at the time the City issues a building permit for the construction of the building to which the impact fee relates, rather than at a later time (such as issuance of a certificate of occupancy) or an earlier time (such as final plat approval).

C. In consideration of the Developer's dedication to the City of Lot 3 of Harbor Hill Business Park, park impact fees otherwise payable to the City under Chapter 19.12 of the Gig Harbor Municipal Code shall be waived by the City as to each of the 824 ERU's within the Harbor Hill Residential Area designated on the Map.

Section 13. Phasing of Development. The Project shall be completed in two (2) or more phases, in the discretion of Harbor Hill, subject to compliance

with the requirements of SEPA regarding phased environmental review. Harbor Hill shall develop and submit to the City, before the City's approval of any phase, a phasing plan that incorporates a timetable for the completion and satisfaction of Project conditions, mitigation measures, and other requirements applicable to the phase, which the City shall review and incorporate into its approval of the phase, in its reasonable discretion. With respect to any Project conditions, mitigation measures, and other requirements that are not incorporated into Harbor Hill's phasing plan submitted to the City, the City and Harbor Hill shall discuss and use best efforts to agree upon the conditions, mitigation measures, and other requirements applicable to each phase. The parties acknowledge that the most efficient and economic development of the Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents and other occupants of the Project. Therefore, the parties agree that the improvements associated with the Project shall be constructed according to the following schedule:

A. Street Improvements. Street improvements required as a condition of City approval of any Project permit shall be completed or bonded prior to the date on which the City approves the final plat for which the street improvements are required.

B. Potable Water and Fire Flow Facilities. Off-site potable water and fire flow facilities required as a condition of approval of any Project permit shall be completed or bonded before the City issues a building permit for the construction of any building for which the facilities are required, rather than at a later time (such as issuance of a certificate of occupancy) or an earlier time (such as final plat approval). On-site potable water and fire flow facilities required as a condition of approval of any Project permit shall be completed or bonded before the City issues a certificate of occupancy for any building for which the facilities are required.

C. Sewer Facilities. Off-site sewer facilities required as a condition of approval of any Project permit shall be completed or bonded before the City issues a building permit for the construction of any building for which the facilities are required. On-site sewer facilities required as a condition of approval of any Project permit shall be completed or bonded before the City issues a certificate of occupancy for any building for which the facilities are required.

D. Utilities. Utility facilities, other than sewer and water facilities, required as a condition of approval of any Project permit, shall be completed or bonded

before the City issues a certificate of occupancy for any building for which the facilities are required.

E. Parks and Open Space.

1. Parks and open space facilities required as a condition of approval of any Project permit shall be completed or bonded before the City issues a building permit for the construction of any building for which the facilities are required.

2. The Parties intend that Lot 3 of Harbor Hill Business Park shall be dedicated to the City for public park use only, that the Developer shall contribute toward the cost of park planning within Lot 3, but that the Developer shall not be obligated to make any improvements to Lot 3 either before or after the dedication. Within ninety (90) days after the Effective Date, the Developer shall dedicate Lot 3 to the City by a quit claim deed that reserves the future use of Lot 3 to public park use only. After the Effective Date, the Developer shall engage such architects, consultants, engineers, and planners as the Developer may choose in its discretion and shall compensate them up to an aggregate maximum of \$50,000 in costs and fees for the preparation of designs and plans for public park facilities within Lot 3. Within ninety (90) days after the Developer shall complete such maximum payment, and regardless whether the designs and plans are complete, the Developer shall assign and convey to the City, without warranty of any kind, the Developer's entire right, title, and interest in the public park designs and plans.

3. The City hereby agrees that the City's requirement that Lots 1A, 1B, 2, 4A, 4B, and 5 of Harbor Hill Business Park establish or preserve a certain portion as open space, with either retained natural vegetation or new landscaping, under GHMC 17.54.030(c) or otherwise, is fully satisfied by the Developer's dedication to the City of Lot 3 of Harbor Hill Business Park. Notwithstanding anything to the contrary elsewhere in this Agreement, the owners of Lots 1A, 1B, 2, 4A, 4B, and 5 of Harbor Hill Business Park are intended third party beneficiaries of this subsection.

Section 14. Dedication of Public Lands.

A. The Developer agrees to dedicate to the City ownership of all public parks, storm water facility tracts, and public roadway rights-of-way within the Project, without cost to the City except such maintenance and other costs as may arise after the date of conveyance.

B. The Developer agrees to dedicate to the City ownership of the public access roadway right-of-way located within Lots 1A and 1B of Harbor Hill Business Park upon the earlier of (1) completion of construction of the roadway located within such right-of-way, or (2) completion of construction of the roadway

located within the McCormick Creek project between Burnham Drive and the roadway located within Lots 1A and 1B.

C. The City agrees to accept from the Developer the dedication of any open space tract, critical area tract, park, and trail area that is required by the City as a condition or mitigation measure relating to any Project approval or permit, if the Developer either elects or is required to dedicate such area to public use.

D. The City agrees to accept from the Developer or Harbor Hill Maintenance Association No. _____ the dedication of the South Pond tract (Tract _____) within Harbor Hill Business Park within thirty (30) days after storm water system general facility charges are payable to the City in connection with the development of any of Lots 4A, 4B, 5, and 6 of Harbor Hill Business Park. Notwithstanding anything to the contrary elsewhere in this Agreement, Harbor Hill Maintenance Association No. _____ and any other owner of Tract _____ of Harbor Hill Business Park is an intended third party beneficiary of this subsection.

E. The City agrees to accept from the Developer or Harbor Hill Maintenance Association No. _____ the dedication of the West Pond tract, within the Other Area as shown on the Map, within thirty (30) days after the conveyance from the Developer to the City of Lot 3 (future public park) of Harbor Hill Business Park.

F. The City agrees to accept from the Developer the dedication of any storm water pond tract within the Harbor Hill Residential Area designated on the Map upon the later of (1) expiration of the twelve-month warranty period relating to the construction of the storm water management facilities within the tract, or (2) the initial payment of storm water system general facilities charges relating to any storm water facilities within the tract.

Section 15. Default.

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

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or if a cure is not being diligently pursued, the other party

may, at its option, institute legal proceedings and pursue any remedy available under the law. In addition, the City may file an action to enforce the Gig Harbor Municipal Code, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code, for violations of this Development Agreement and the Code.

Section 16. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement.

Section 17. Termination.

A. This Agreement shall terminate and be of no further force and effect if any material default by the Developer has not been cured or if a cure is not being diligently pursued by the Developer as described in Section 15.B above.

B. Upon the date of recording in the real property records of Pierce County, Washington, of any final plat, binding site plan, or condominium declaration relating to any portion of the Property, the description of the Property subject to this Agreement shall be deemed amended to exclude such portion, and any successor owner of such portion shall be released from all liabilities, obligations, and other covenants arising under this Agreement, provided, however, that the foregoing shall not release the Developer from any liability or obligation arising under this Agreement.

C. This Agreement shall terminate upon the expiration of the term identified in Section 6 or when the Property has been fully developed, whichever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

Section 18. Effect of Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

Section 19. Effect of Termination on Developer Rights. Upon any termination of this Agreement as to the Developer of the Property or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of

such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 20. Assignment and Assumption; No Third Party Beneficiaries.

A. Harbor Hill shall have the right to assign all or any portion of its rights, liabilities, and obligations under this Agreement to any other party, and consent by the City shall not be a condition precedent to any such assignment. Upon any assignment by Harbor Hill, the assignee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, but Harbor Hill shall not be released of liability unless the conditions of Section 20.B are met.

B. Harbor Hill shall be released of all liabilities and obligations under this Agreement as to any portion of the Property upon its assignment of all such liabilities and obligations to any successor developer and owner of such portion of the Property if the following conditions are met: (1) Harbor Hill provides written notice of the assignment to the City; (2) the assignee assumes in writing all liabilities and obligations of Harbor Hill under this Agreement as to such portion of the Property, and (3) one of the following exists: (a) Harbor Hill retains a fifty percent (50%) or more equitable interest in the assignee and is the managing entity or actively involved in development of the Project; (b) the assignee is a wholly-owned subsidiary of Harbor Hill, OPG Properties LLC, or Pope Resources; (c) the assignee has a financial net worth that equals or exceeds at least twice the amount of outstanding financial obligations, at the time of the assignment, allocable to the portion of the Property to which the assignment relates; (d) substantially all of the on-site and off-site mitigation has been completed or adequate security therefor has been provided; or (e) the City consents, which consent shall not be unreasonably withheld. If the conditions for release are met under this subsection, then from and after the date of such assignment, Harbor Hill shall have no further liability or obligation under this Agreement as to the portion of the Property to which the assignment relates and the assignee shall exercise the rights and perform the obligations of Harbor Hill under this Agreement as to such portion.

C. This Agreement is made and entered into for the sole benefit and protection of Harbor Hill, the City, and their respective successors and assigns, and no other person shall have any right of action based upon any provision of this Agreement, except as expressly provided otherwise in this Agreement.

Section 21. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties, their respective successors and assigns.

Section 22. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property after termination of this Agreement.

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

If to the Developer:
Harbor Hill LLC
Attn: President
19245 Tenth Avenue N.E.
Poulsbo, WA 98370

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

Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

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

Section 25. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 26. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

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

Section 28. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the Adopting Resolution, such invalidity shall not affect the validity of the remainder of this Agreement.

Section 29. Capacity Reservations.

A. Harbor Hill may, from time to time, upon written notice to the City, reallocate among different portions of the Property and the Village Center any reserved capacity described in the Capacity Reservation Certificates, in which event the City shall issue to Harbor Hill revised Capacity Reservation Certificates acknowledging and confirming such reallocation.

B. There are 2,013 peak hour vehicle trips reserved by the Developer for the Project and Lots 2 (YMCA) and 4A (International Church of the Foursquare Gospel) of Harbor Hill Business Park under the existing Capacity Reservation Certificates. Upon the Effective Date, (1) 641 peak hour vehicle trips shall be reallocated from Harbor Hill Business Park to the Harbor Hill Residential Area designated on the Map, (2) 137 peak hour vehicle trips shall be reserved for Lot 2 of Harbor Hill Business Park, (3) _____ peak hour vehicle trips shall be reserved for Lot 3 (future public park) of Harbor Hill Business Park, and (4) an as-yet-to-be-determined number of peak hour vehicle trips, which number shall be determined by Harbor Hill in its discretion, shall be reserved for Lot 4A of Harbor Hill Business Park.

C. The Developer covenants to the City that it will either pay City sewer connection fees and purchase City sewer facility connection rights or partially relinquish its reserved rights under its sewer Capacity Reservation Certificates (as to such portions of the Property as the Developer may choose in its discretion), as to a total of 206 ERU's (in any combination of paid fees or relinquished rights), within ninety days after the seventh (7th) anniversary of the Effective Date.

D. The Developer covenants to the City that it will either pay City sewer connection fees and purchase City sewer facility connection rights or partially relinquish its reserved rights under its sewer Capacity Reservation Certificates (as to such portions of the Property as the Developer may choose in its discretion), as to a total of 412 ERU's (in any combination of paid fees or relinquished rights), within ninety days after the fourteenth (14th) anniversary of the Effective Date.

Section 30. Buffers. Buffers (other than critical area buffers) shall not be required between similar or compatible land uses, such as parks and recreation facilities.

Section 31. Residential Density. Each phase of the residential development of the Project may contain areas within which residential density is clustered, potentially exceeding residential density limits as to such areas, but such variations shall be permitted as long as they are offset by corresponding reductions in existing or future residential density in other areas, so that the aggregate residential density within the Harbor Hill Residential Area designated on the Map shall at all times comply with the Existing Land Use Regulations.

Section 32. Flexibility Objectives. The permitted uses, densities, and areas described in this Agreement, including its exhibits, set forth Harbor Hill's current Project development plan. However, the parties understand that the Project development plan is likely to change during the term of this Agreement based on several factors, including agency and public reactions to the Project, changes in real estate markets, changing trends in land development, availability of financing and commercial tenants, new environmental information, changes in estimated Project development costs, and the imposition of required mitigation measures. The parties agree to be flexible in their consideration of changes to the Project development plan to ensure that the Project remains feasible and capable of successful completion within a reasonable period of time.

Section 33. Model Homes. [Reserved.]

(Remainder of page intentionally left blank.)

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

HARBOR HILL LLC:

CITY OF GIG HARBOR
 **DRAFT**

By: _____
Its: _____
Date: _____

By: _____
Its: Mayor
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

 **DRAFT**

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that JON ROSE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Harbor Hill LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that CHARLES L. HUNTER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Map
**(Including Identification of Residential Area,
Harbor Hill Business Park Area, and Other Area)**

EXHIBIT C

Capacity Reservation Certificates

EXHIBIT D

List of Environmental Documents

EXHIBIT E

SEPA Threshold Determination

DRAFT

EXHIBIT F

Project Description

[JOHN CHADWELL TO REVISE THIS EXHIBIT.]

1. Residential Area

a. Single Family

Up to 824 single-family dwelling units, minus the number of any multi-family dwelling units established within the Project, within an area of approximately _____ acres, as depicted on the Map.

b. Multi-Family

Up to _____ multi-family dwelling units, within an area of approximately 19.25 acres, within Parcels M1 and M2, as depicted on the Map.

c. Senior Living and Nursing Facilities

Assisted living facilities, independent living facilities, and skilled nursing facilities, within an area of approximately _____ acres, as depicted on the Map.

d. Parks and Open Space

Approximately _____ (_____) acres of public or private parks and open space tracts. (This Agreement elsewhere establishes minimum requirements for the establishment of park and open space areas within the Project.)

e. Transportation Facilities

New street improvements. (Harbor Hill or its affiliates OPG Properties LLC and Pope Resources already have completed the construction and installation of significant transportation facilities within or appurtenant to the Property.)

f. Storm Water Facilities

Approximately two (2) new storm water detention ponds and appurtenant storm water conveyance facilities.

g. Utility Facilities

New water and sewer mains. (Harbor Hill or its affiliates OPG Properties LLC and Pope Resources already have completed the construction and

installation of significant water system improvements within or appurtenant to the Property.)

2. Harbor Hill Business Park Area

a. Office

Up to _____ (_____) square feet of interior office floor area within an area of approximately _____ acres, as depicted on the Map.

b. Retail

Up to _____ (_____) square feet of interior retail floor area within an area of approximately _____ acres, as depicted on the Map.

c. Institutions

Up to _____ (_____) square feet of interior floor area of churches, community centers, performing arts centers, schools, and other institutions within an area of approximately _____ acres, as depicted on the Map.

d. Parks and Open Space

Approximately _____ (_____) acres of public or private parks and open space tracts. (This Agreement elsewhere establishes minimum requirements for the establishment of park and open space areas within the Project.)

e. Transportation Facilities

Road frontage improvements along Borgen Boulevard and Peacock Hill Road, serving the Property and other real property, and new internal roadways. (Harbor Hill or its affiliates OPG Properties LLC and Pope Resources already have completed the construction and installation of significant transportation facilities within or appurtenant to the Property.)

f. Storm Water Facilities

Two (2) storm water detention ponds and appurtenant storm water conveyance facilities.

g. Utility Facilities

New water and sewer mains serving the Property and other real property. (Harbor Hill or its affiliates OPG Properties LLC and Pope Resources already have completed the construction and installation of significant water system improvements within or appurtenant to the Property.)

3. Other Areas.

[RESERVED.]



Subject: Employee Dental Plan Change

Proposed Council Action:

Ratify and Confirm the Employee Dental Plan Change from AWC Plan A to Plan F. The cost difference will be paid by the employees.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: September 13, 2010

Exhibits: None

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: RSK 9/1/10

Approved as to form by City Atty: _____

Approved by Finance Director: DF 9/2/10

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$0	Budgeted N/A	Required N/A

INFORMATION / BACKGROUND

Recently the Employees' guild and the Supervisors' guild held a vote to change dental plans from Plan A to Plan F, and the outcomes were to proceed with the change. The main benefit of switching from A to F is the increase in the benefit limit from \$1,000 per year to \$1,500 per year.

Accordingly, effective October 1, 2010 all employees (with the exception of the Police Guild which made the change several years ago) will switch to WDS Plan F with orthodontia option III. (This reflects no change to the orthodontia plan).

Along with this change, the employees agreed to pay the cost difference in the monthly premium. The monthly premiums of the plans are as follows:

Plan A:
 Employee \$ 54.28
 Employee + 1 \$103.71
 Employee + 2 or more \$182.47

Plan F:
 Employee \$ 56.33
 Employee + 1 \$107.19
 Employee + 2 or more \$186.47

The City has been paying 100% of the Plan A dental premium for employees and their dependents. By switching to Plan F, employees will pay the cost difference:

Difference Paid by Employees (monthly):

Employee	\$2.05
Employee + 1	\$3.48
Employee + 2 or more	\$4.00

Effective October 1st, employees will have a new annual benefit of \$1,500 to be used before the end of 2010. This is in addition to whatever amount you may have used this year on Plan A. On January 1, 2011, and each January after, you will have an annual maximum of \$1,500.

The payroll deduction is pre-tax and will begin on the September 24, 2010 payroll and will process once a month. Benefits paid in September are for the coverage month of October.

As stated above, please note that this change does not apply to the police guild—they have already been on Plan F and have been paying the cost difference.

FISCAL CONSIDERATION

The increase in cost will be born by the employees via payroll deduction.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Ratify and Confirm the Employee Dental Plan Change from AWC Plan A to Plan F.



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

Subject: Final Reading of the Ordinance for the Gartland Street Vacation Petition request

Dept. Origin: Public Works

Proposed Council Action:

Move to approve Ordinance No. ____
Vacating a 15-foot portion of Woodworth Avenue

Prepared by: Willy Hendrickson, Engineering Technician

For Agenda of September 13, 2010

Exhibits: Ordinance, Amended Location Map, Appraisal Report, Easement

	Initial & Date
Concurred by Mayor:	
Approved by City Administrator:	<u>ROK 9/8/10</u>
Approved as to form by City Atty:	<u>Via email</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>Jan 9/7/10</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.

Public Works has determined there are no future roadway improvement plans or uses intended for this portion of Prentice Ave. Staff pointed out the need for an easement from the Gartlands to the adjacent property to the north for a small triangle of the area to be vacated used for access to the adjacent parcel. 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 from 30 feet to 15 feet. With the reduced area for vacation no easements for utilities will be required. At the July 26, 2010 council meeting, the City Council determined to move forward with the reduced area (as allowed under GHMC 12.14.012) and directed staff to obtain an appraisal for the reduced right-of-way. The portion of right-of-way to be vacated was appraised at \$3,200. The Gartlands have paid costs of appraisal and have also submitted to the City \$3,200 in anticipation of the approval of the street vacation.

POLICY CONSIDERATIONS

As presented at the July 12, 2010 council meeting.

FISCAL CONSIDERATION

Petitioner Gartland has paid the processing fee and costs of appraisal as required by GHMC 12.14.004. As a condition of approval, the City will require compensation for the right-of-way in the amount of \$3,200, which Gartland has already provided to the City.

RECOMMENDATIONS

Staff recommends approval of the vacation of the reduced area of right-of-way with the condition of an easement granted by the Gartlands to the adjacent property to provide for continued access.

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. _____ 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: _____

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, 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

WHEREAS, this Ordinance was considered on second reading on July 26, 2010, and the City Council directed staff to obtain an appraisal as required under GHMC 12.14.004, *et seq.* for a reduced portion of right-of-way, as authorized under GHMC 12.14.012; and

WHEREAS, on September 13, 2010, the City Council considered this Ordinance on final reading, and after considering any and all 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, but a portion of the right-of-way to be vacated is used by an adjacent parcel (parcel no. 9815000181) and an easement will be necessary for continued use by that parcel.

C. The portion of right-of-way proposed to be vacated has an existing driveway access.

D. The 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; Conditions. That portion of Woodworth Avenue legally described on Exhibit A and depicted on Exhibit B is hereby vacated, subject to receipt of required compensation and with the condition that petitioner Gartland provide an easement for continued access to Gartland's adjacent neighbor to the north as referenced in Finding B above.

Section 3. Compensation. In accordance with GHMC 12.14.018 the amount of Three Thousand Two Hundred Dollars (\$3,200) 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 in Section 3. The easement in favor of the adjacent parcel to the north shall be recorded immediately after recording of this ordinance.

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

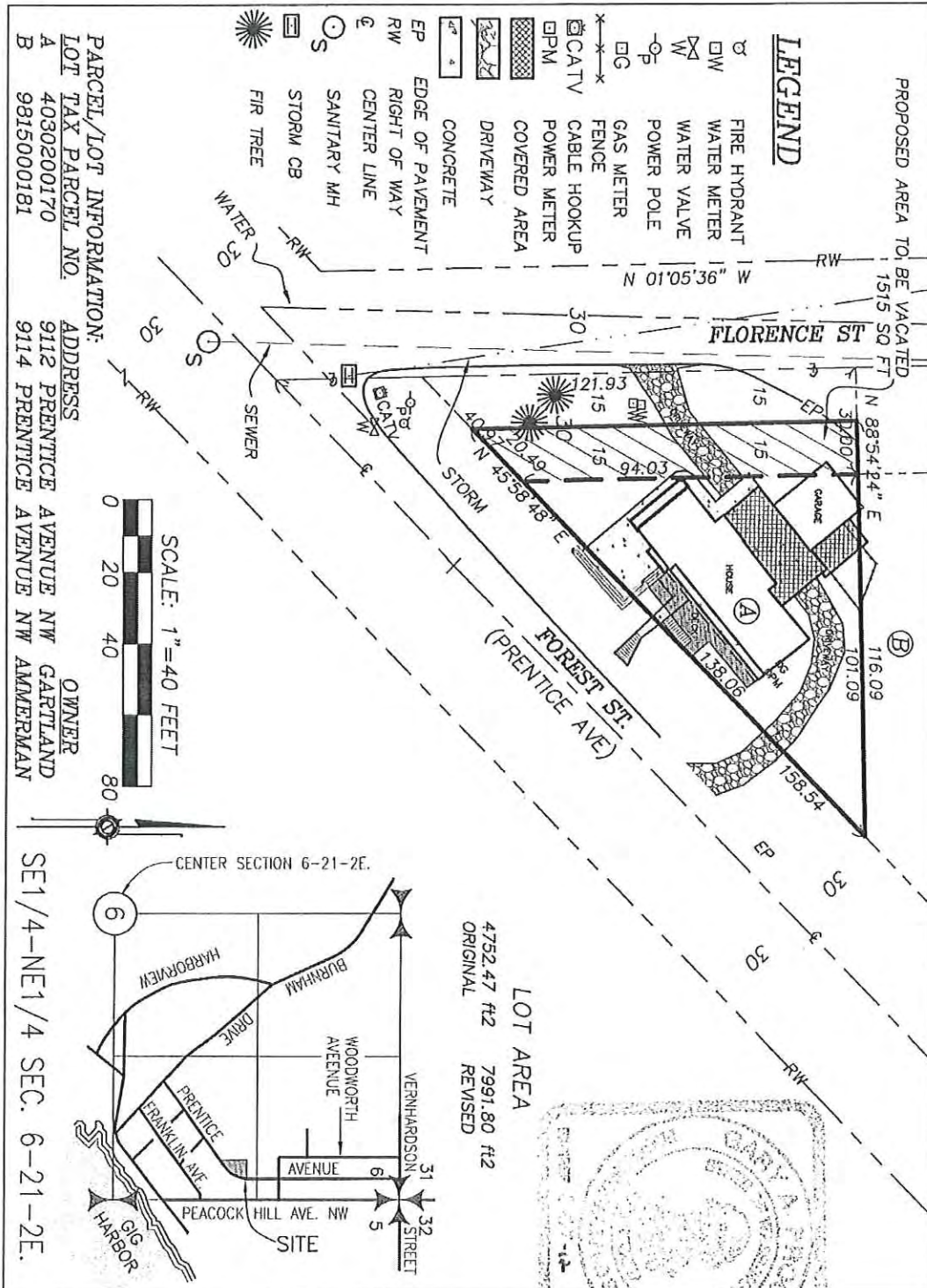
PROPOSED
LEGAL DESCRIPTION

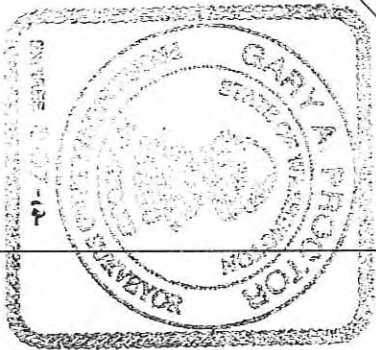
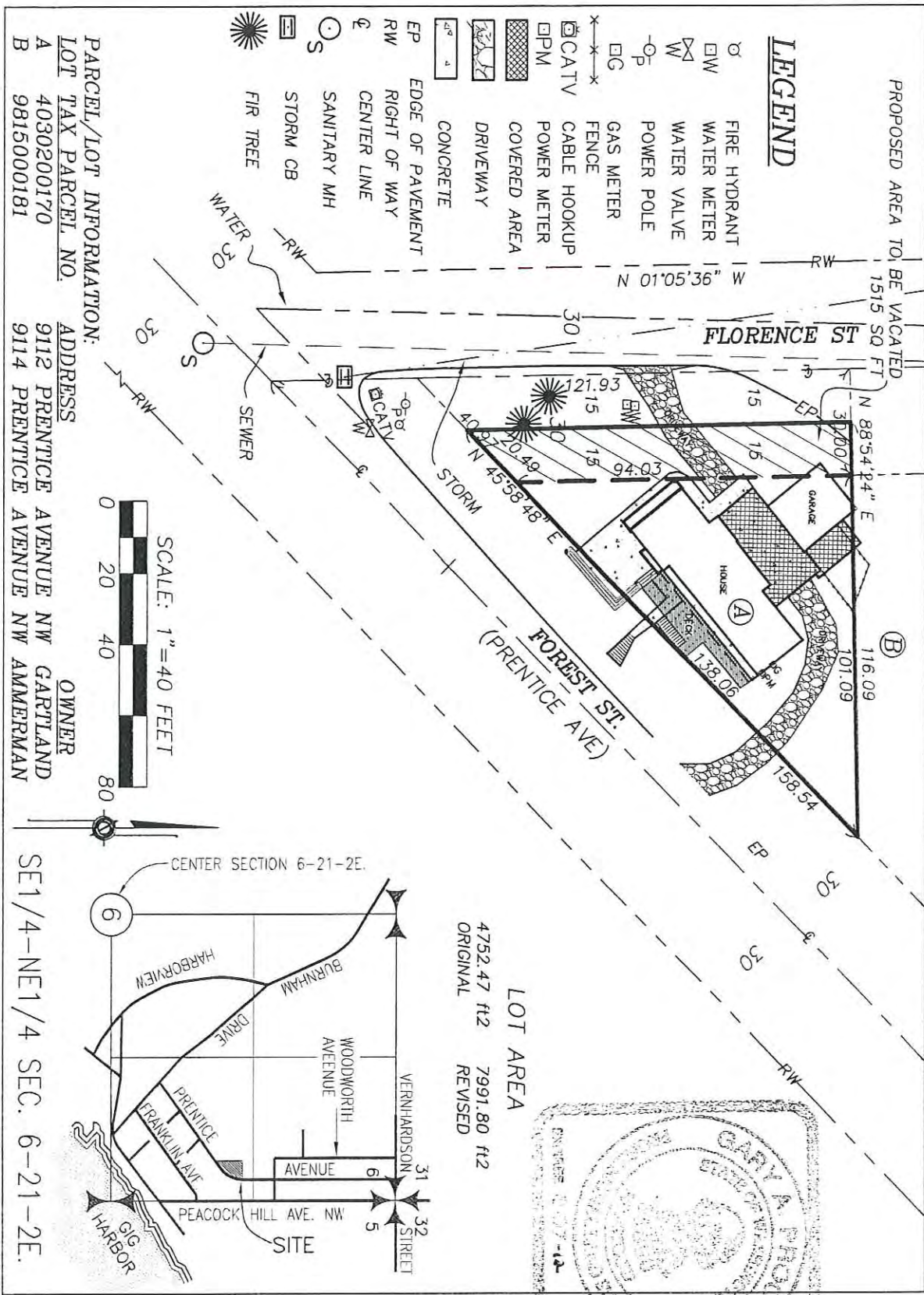
RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO GARTLAND ADJOINER FOLLOWING VACATION OF A PORTION OF FLORENCE STREET, GIG HARBOR, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF 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**







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

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

**PROPOSED
LEGAL DESCRIPTION**

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO 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 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.



LAND APPRAISAL REPORT

Summary Appraisal Report

Borrower N/A Census Tract 0725.07 Map Reference 682 C7 TB
 Property Address 9112 PRENTICE AVENUE (EASEMENT)
 City GIG HARBOR County PIERCE State WA Zip Code 98332
 Legal Description THE STREET EASEMENT HAS NO PARCEL NUMBER, NOR LEGAL DESCRIPTION.
 Sale Price \$ N/A Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 6,551.90 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client CITY OF GIG HARBOR Address _____
 Occupant VACANT Appraiser MARK PERCIVAL Instructions to Appraiser DETERMINE FAIR MARKET VALUE OF STREET EASEMENT.

IDENTIFICATION

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present Land Use _____ % 1 Family _____ % 2-4 Family _____ % Apts. _____ % Condo _____ % Commercial
 _____ % Industrial 100% Vacant 0%
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 (*) From _____ To _____
 Predominant Occupancy Owner Tenant 100% Vacant
 Single Family Price Range \$ 59,200 to \$ 3,100,000 Predominant Value \$ 400,000
 Single Family Age _____ yrs. to _____ yrs. Predominant Age _____ <10 yrs.

Employment Stability Good Avg Fair Poor
 Convenience to Employment
 Convenience to Shopping
 Convenience to Schools
 Adequacy of Public Transportation
 Recreational Facilities
 Adequacy of Utilities
 Property Compatibility
 Protection from Detrimental Conditions
 Police and Fire Protection
 General Appearance of Properties
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): THE SUBJECT IS AN EXISTING STREET EASEMENT OWNED BY THE CITY OF GIG HARBOR, AND THERE ARE NO FACTORS THAT WOULD AFFECT THE MARKETABILITY OF THIS PARCEL.

NEIGHBORHOOD

Dimensions 15 FT X 101 FT = _____ 1,515 Sq. Ft. or Acres Corner Lot
 Zoning classification RESIDENTIAL Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) ASSEMBLAGE TO ADJACENT LOT.
 Public Other (Describe) _____
 Elec. AVAILABLE OFF SITE IMPROVEMENTS Topo LEVEL AND SLOPING
 Gas Street Access Public Private Size SMALL
 Water Surface ASPHALT Shape LONG/NARROW
 San. Sewer Maintenance Public Private View TERRITORIAL
 Storm Sewer Curb/Gutter Drainage GOOD
 Underground Elect. & Tel. Sidewalk Street Lights
 Is the property located in a HUD Identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): ACCORDING TO A SURVEY PERFORMED BY THORNTON LAND SURVEYORS, THE EXISTING EASEMENT IS ENCLOSED UPON BY THE ADJACENT LOT.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	9112 PRENTICE AVENUE (EASEMENT) GIG HARBOR	94XX S. FRUITLAND PUYALLUP, WA	709 N. GRANT STREET TACOMA, WA 98403	2318 S. WILKESON STREET TACOMA, WA 98405
Proximity to Subject		1.80 miles	17.40 miles	1.05 miles
Sales Price	\$ N/A	\$ 3,200	\$ 65,000	\$ 65,000
Price SF		\$ 1.83	\$ 25	\$ 23.66
Data Source	NWMLS/CO REC/VISU	NWMLS/CO REC/VISUAL	NWMLS/CO. RECORDS	NWMLS/CO. RECORDS
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
	N/A	02/05/2010	09/28/2009	04/08/08
Location	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL
Site/View	TERRITORIAL	NONE	NONE	NONE
TOPOGRAPHY	SLOPED	SLOPED	LEVEL -6,500	LEVEL -6,500
SIZE	1515 SF	1,742 SF	2,600 SF -52,000	2,744 SF -52,000
STRUCTURE	NONE	NONE	NONE	NONE
Sales or Financing Concessions	N/A			
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 58,500	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 58,500
Indicated Value of Subject		Net % \$ 3,200	Net 90.0 % \$ 6,500	Net 90.0 % \$ 6,500

Comments on Market Data: THE ADJUSTED SALES PRICE VALUE RANGES FROM \$3,200 AND \$6,500. THE SUBJECT'S VALUE IS ON THE LOWER END OF THIS RANGE DUE TO THE SHAPE IT IS UNBUILDABLE. IT IS MOST SIMILAR TO SALE #1 IN SIZE, AND UTILITY. THUS, THE SUBJECT'S VALUE IS CONSIDERED TO BE \$3,200.00.

Comments and Conditions of Appraisal: THE SUBJECT IS UNBUILDABLE DUE TO ITS NARROW WIDTH. COMPARABLES #2 AND #3 ARE BUILDABLE LOTS, SO WERE REDUCED FOR THEIR UTILITY.

Final Reconciliation: MARKET ACTIONS OF BUYERS AND SELLERS ARE BEST ANALYZED BY THE SALES COMPARISON APPROACH.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF AUGUST 11 2010 to be \$ 3,200.00

MARK PERCIVAL *Mark Percival* Did Did Not Physically Inspect Property
 Appraiser(s) Review Appraiser (if applicable)

Subject Photo Page

Borrower/Client: N/A			
Property Address: 9112 PRENTICE AVENUE (EASEMENT)			
City: GIG HARBOR	County: PIERCE	State: WA	Zip Code: 98332
Lender: CITY OF GIG HARBOR			



Subject

9112 PRENTICE AVENUE (EASEMENT)
 N/A
 1,870
 7
 3
 2.5
 RESIDENTIAL
 TERRITORIAL
 8,250 SF
 AVERAGE
 BLT2007/NEW



Subject



Subject Street

Comparable Photo Page

Old Business - 1
Page 14 of 27

Borrower/Client N/A			
Property Address 9112 PRENTICE AVENUE (EASEMENT)			
City GIG HARBOR	County PIERCE	State WA	Zip Code 98332
Lender CITY OF GIG HARBOR			



Comparable 1

94XX S. FRUITLAND
 Prox. to Subject 1.80 miles
 Sale Price 3,200
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location RESIDENTIAL
 View NONE
 Site
 Quality
 Age



Comparable 2

709 N. GRANT STREET
 Prox. to Subject 17.40 miles
 Sale Price 65,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location RESIDENTIAL
 View NONE
 Site
 Quality
 Age



Comparable 3

2316 S. WILKESON STREET
 Prox. to Subject 1.05 miles
 Sale Price 65,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location RESIDENTIAL
 View NONE
 Site
 Quality
 Age

Plat Map

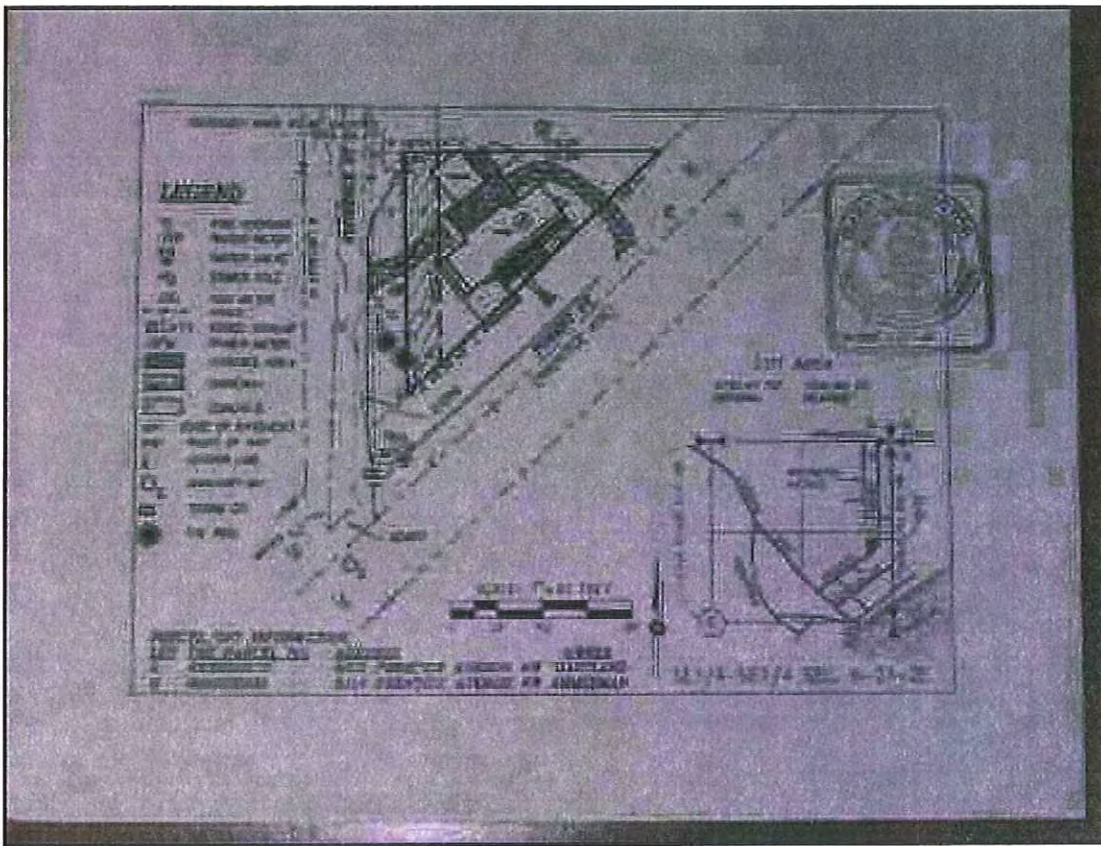
Borrower/Client N/A			
Property Address 9112 PRENTICE AVENUE (EASEMENT)			
City GIG HARBOR	County PIERCE	State WA	Zip Code 98332
Lender CITY OF GIG HARBOR			



Plat Map

Old Business - 1
Page 16 of 27

Borrower/Client: N/A				
Property Address: 9112 PRENTICE AVENUE (EASEMENT)				
City: GIG HARBOR	County: PIERCE	State: WA	Zip Code: 98332	
Lender: CITY OF GIG HARBOR				



Supplemental Addendum

File No. 10086080R

Borrower/Client: N/A			
Property Address: 9112 PRENTICE AVENUE (EASEMENT)			
City: GIG HARBOR	County: PIERCE	State: WA	Zip Code: 98332
Lender: CITY OF GIG HARBOR			

LEGAL: N/A. CITY OF GIG HARBOR PIERCE COUNTY, WASHINGTON.
&

FHA/VA FINANCING: FHA and VA financing is typical in the market area. There is no special adjustment necessary for government financing vs. conventional financing.

SALES COMPARISON ANALYSIS: A search was made for similar homes within the subject's neighborhood. Comparables were found and utilized below. There were several adjustments necessary to equate differences between the subject and the comparables. The comparables utilized are the best market data available.

DATE OF SALE: A thorough search was made for comparables in this market and similar market areas. Some Comparables may have sold over six months prior to this report. They are considered better indicators of subject value than other, more recent sales of different styles, location or quality. If, in the appraisers judgement, sufficient closed sales under six months are not available, then Fannie Mae guidelines, section 406.03(dated6/30/90), allows for the use of these sales. Since the market is stable, these are considered good comparables.

DISTANCE: All comparables are *within 6.0 miles* of the subject property in urban areas, and 10.0 miles in suburban areas. All comparables are considered to be in subject market area.

SITE: The adjustment for the site size includes topography, shape, location and view, which have all been combined to better reflect a more true and accurate value for the subject site. The separate adjustment for these are difficult to prove as separate items, but can be combined together to give a more accurate value of each site in its given location as it compares to the subject site. The adjustment for this combination (if any) is made in the site adjustment on the sales comparable analysis grid of the **URAR form**.

TAX, BOND, & SPECIAL ASSESSMENTS: Any special assessments are assumed to be included in the tax amount, however verification is intended to be done by the finance company.

RECONCILIATION: After reviewing sales data for the area and visually inspecting those with similar characteristics, those sales finally utilized in this report are considered the best indicators of the subject's value. All comparables are located within the subject's market area or similar competing areas and contain significant similarities to the subject which support the determined market value. Therefore, in deriving the estimated value, all comparables were considered equally.

LIMITATION OF INSPECTIONS:

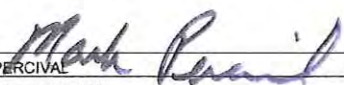
The appraiser assumes the **owner** is aware that this appraisal on the subject property and is not represented or assumed to be a building inspection and does not serve as a warranty on the condition of the property.

The **owner** is also aware that it is his or her responsibility to examine the property carefully and to take all necessary precautions prior to the closing of the loan transaction, which may include, but are not necessarily limited to, seeking help from a professional engineer and/or other experts in construction, plumbing, or electrical.

Any defects he or she knows about, should know about, or has found by using any experts should be reported to the appraiser, as these findings may have an impact on the value conclusions as they relate to the subject property.

ELECTRONIC TRANSMISSION and SIGNATURE:

The appraiser has transmitted this appraisal report via electronic mail. The signatures on the report have been placed there digitally, with the control of the signature only in the possession of the undersigned appraiser. I Certify that this is a true and original signature. This and all reports that are issued via Electronic Data Exchange are released in a "Locked" or "Read Only" mode, as such the Author is the sole individual who can amend or change this report. This is fully acceptable under U.S.P.A.P. guidelines.

Signature 	Signature _____
Name: MARK PERCIVAL	Name _____
Date Signed: January 02, 2008	Date Signed: January 02, 2008
State Certification # 1101749 State WA	State Certification # 1101749 State WA
Or State License # REGISTERED TRAINEE 1001174 State _____	Or State License # _____ State _____

Werner & Associates

Supplemental Addendum

File No. 10086080R

Borrower/Client: N/A			
Property Address: 9112 PRENTICE AVENUE (EASEMENT)			
City: GIG HARBOR	County: PIERCE	State: WA	Zip Code: 98332
Lender: CITY OF GIG HARBOR			

SUMMARY APPRAISAL REPORT:

This appraisal is a Complete Appraisal developed in conformance with Standards Rule 1 of the Uniform Standards of Professional Appraisal Practice (The Departure Provision has not been invoked) and provided to the client as a Summary Report in conformance with Standards Rule 2-2b of the Uniform Standards of Professional Appraisal Practice. It is assumed that person's using/interpreting the report are accustomed to the context and terminology of an appraisal report. Where law or policy requires a copy be provided to the borrower, the client is responsible for assisting their client in understanding the report.

INTENT OF APPRAISAL:

It is the intent of this appraisal report to conform to the Financial Institutions Reforms and Recovery Act, Title XI (FIRREA), the Appraisal Foundation (Uniform Standards of Professional Appraisal Practice), the code of ethics and standards of the National Association of Independent Fee Appraisers, the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC).

INTENDED USER OF APPRAISAL:

The intended user of the appraisal report is the client *CITY OF GIG HARBOR* named in the appraisal report, the borrower, and any secondary lender that the original lender sends the appraisal report.

PURPOSE OF APPRAISAL:

The purpose of this appraisal is to estimate the market value, as defined herein, of the Fee Simple Interest of the subject property, as of the effective date, *AUGUST* of the appraisal. The report will function as a guide for underwriting a mortgage transaction that uses the subject property as collateral.

SCOPE OF APPRAISAL:

The following steps were followed in arriving at a final estimate of value included in the appraisal report:

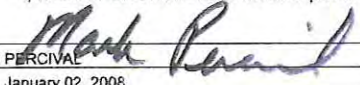
1. Property identify the real estate and the interest being appraised;
2. Inspect the subject property and research all available and reliable data for similar recent sales and listings that would compete with the subject property in the marketplace. This data was then analyzed to determine market trends, influences and other significant factors pertinent to the subject property.
3. A detailed analysis of the most comparable properties was then completed and described in detail (see *URAR 1004* form) to arrive a conclusion of current Market Value.

The data sources used are deemed reliable, but are not guaranteed. The appraiser has researched the subject market area and has selected a minimum of three sales that are considered reasonable and appropriate to the value analysis of the subject property. Sales selected are considered most similar and proximate to the subject property for the available data.

CERTIFICATION OF APPRAISER (per USPAP Standards Rule 2-3)

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
 - the report analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 - I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
 - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- the client has supplied a request to the appraiser for an appraisal for the refinance of the subject property. The value presented or the loan amount provided by the client has not been used to determine the value of the subject or influence the appraiser in any way.
 - my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
 - I, **MARK PERCIVAL** have made a personal inspection of the property that is the subject of this report.

Signature 	Signature _____
Name: MARK PERCIVAL	Name _____
Date Signed: January 02, 2008	Date Signed: January 02, 2008
State Certification #: 1101749 State: WA	State Certification #: 1101749 State: WA
Or State License #: REGISTERED TRAINEE 1001174 State: _____	Or State License #: _____ State: _____

Werner & Associates

Borrower/Client N/A				
Property Address 9112 PRENTICE AVENUE (EASEMENT)				
City GIG HARBOR	County PIERCE	State WA	Zip Code 98332	
Lender CITY OF GIG HARBOR				

NAME: CITY OF GIG HARBOR
ADDRESS: STREET EASEMENT VACATION ADJACENT TO
 9112 PRENTICE AVENUE
 GIG HARBOR, WA 98332

FIRREA Compliance:

To the best of the Appraiser's knowledge, this report conforms to the appraisal standards required by Title XI of FIRREA, (Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989) and the OCC, (Office of the Comptroller of the Currency) and FDIC, (Federal Deposit Insurance Corporation). The report further conforms to the requirements outlined in the Uniform Standards of Professional Practice promulgated by the Appraiser Standards Board of the Appraisal Foundation.

Legal Description: N/A. STREET EASEMENT VACATION WHICH HAS NO PARCEL NUMBER OR LEGAL DESCRIPTION. IT IS ADJACENT TO APN 4030200170. PLEASE SEE SURVEY COMPLETED BY THORNTON LAND SURVEYORS. INCLUDED IN PLAT MAPS.

Purpose of the Appraisal:

The purpose of this appraisal is to estimate the Market Value of the STREET EASEMENT.

Function of Appraisal:

The function of this report is to aid in the decision making process for the CITY OF GIG HARBOR, WA.

Scope of Appraisal:

- 1) After receiving the assignment, a preliminary search was made to identify the property and rights to be appraised and to determine significant factors pertinent to the subject property.
- 2) A physical inspection of the property was performed.
- 3) An in-depth investigation was then performed with the most relevant factors extracted and considered. Market factors were weighted and their influence on the subject property was determined.
- 4) The appraisal report was then completed in accordance with the standards dictated by the Appraisal Foundation.
- 5) The appraisal report was then delivered to the client, which constitutes the completion of the assignment.

Highest and Best Use:

The highest and best use of the subject is to be assembled to the adjacent lot.

Definition of Highest and Best Use:

Highest and best use is "that reasonable and probable use that supports the highest present value," as defined, as of the effective date of the appraisal.

In estimating highest and best use, the appraiser goes through four consideration as follows:

- 1) Possible Use (Physical): What uses are physically possible on the subject site or in the subject improvements, given the physical characteristics revealed by property analysis?
- 2) Permissible Use (Legal): What uses are permitted under existing zoning and other land use regulation and controls, and under existing deed restrictions, for the subject property?

Supplemental Addendum

File No. 10086080R Page #7

File No. 10086080R

**Old Business - 1
Page 20 of 27**

Borrower/Client: N/A			
Property Address: 9112 PRENTICE AVENUE (EASEMENT)			
City: GIG HARBOR	County: PIERCE	State: WA	Zip Code: 98332
Lender: CITY OF GIG HARBOR			

3) Feasible Use (Appropriate Use): Among legally permitted physically possible uses for the subject property, which are appropriate, given the characteristics revealed by market, neighborhood, and property analysis?

4) Highest and Best Use: Among appropriate or feasible uses for the subject property, which will produce the highest present value?

Marketing Time:

The value conclusions set forth in this appraisal assume the concept of "reasonable exposure in the open market." In the case of the subject property this is estimated as a one to two month marketing period.

Effective Date of the Appraisal:

The value conclusion set forth in this appraisal report are effective on the date of the physical inspection of the subject property. The date is found at the bottom right-hand corner of the second page of the URAR form (Freddie Mac Form 70, Fannie Mae Form 1004).

Adverse Influences:

To the best of the appraiser's knowledge, there are no restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances, or other influences that negatively affect the subject property.

The appraiser has not been provided with a copy of a title report for the subject property, which could include a number of items listed above.

The value conclusions reflected in this report are subject to any conditions stated in a title report.

Personal Property:

No value is extended to any personal property situated on site as of the date of inspection. This includes free standing appliances, refrigerators, washers and dryers. Additionally, the appraiser places no value on any trade fixtures or intangible items that are not real property. Exceptions include: NONE

Zoning:

The current zoning for the subject property is: Single Family Residential.

As of the date of this report, no probable changes are foreseen for the subject's current land use regulations, economic demand, physical adaptability of the real estate, neighborhood trends, or highest and best use of the real estate.

Sales History:

A research of the county reveals that there have been no recorded sales of the subject in the last 3 years.

Source of Data:

The following sources are employed to gather the information from which the conclusions reflected in this report are based.

- 1) County Assessor's Records.
- 2) Metroscan Real Estate Services
- 3) Real Estate Data System
- 4) Multiple Listing Services
- 5) Marshall/Swift Cost Service
- 6) Physical inspection of the subject property

Supplemental Addendum

File No. 10086080R Page #8

File No. 10086080R

Borrower/Client N/A			
Property Address 9112 PRENTICE AVENUE (EASEMENT)			
City GIG HARBOR	County PIERCE	State WA	Zip Code 98332
Lender CITY OF GIG HARBOR			

**Old Business - 1
Page 21 of 27**

- 7) Exterior inspections of the comparable sales utilized
- 8) Appraiser's knowledge and files
- 9) Win2Data Information Service

Final Correlation of Value:

The three approaches to value were all considered in the analysis of the subject property. These three approaches to value include the:

- 1) Reproduction Cost Approach
- 2) Income Approach
- 3) Market Data (direct sales comparison analysis)

The reproduction cost approach is located at the upper, right-hand corner of the second page of the URAR form. The market data approach is located on the second page of the URAR form.

The income approach, although considered, was not utilized in this report. As single family residences are less commonly purchased for the investment purposes and since the subject property is located in an area of primarily owner occupied single family residences, the use of the income approach will only be used: 1) At the request of the client on non-owner occupied residences and ; 2) when sufficient market evidence exists in a neighborhood to indicate that rental properties or investor purchases are typical, measurable and the analysis of the same adds value to the appraisal process. If the income approach is not used, it is considered to be less indicative and reliable than the cost or market approach due to the lack of sufficient, supportable information.

Appraisal And Report Identification:

This appraisal report is a complete report refined as the act or process of estimating value, or an estimate of value, performed without invoking the Departure Provision. This report is a Summary Report defined as a written report prepared under Standards Rule 2-2(B) of a complete or limited appraisal performed under Standard 1.

Environmental Addendum

Unless otherwise stated in this report, existence of hazardous substances including without limitation asbestos, radon, polychlorinated bihenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions, may effect the value of the property, the value estimated is predicted on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.

Return Address

Law Office of Jacob L. Potak, P. S.
5801 Soundview Drive, Suite 258
Gig Harbor, WA 98335

Document Title(s) (Or transactions contained therein):

1. ROAD EASEMENT AGREEMENT
- 2.

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

1. Gartland, Timothy
2. Gartland, Kimberly
- 3.
4. ___ Additional Names on Page ___ of Document

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

1. Ammerman, Richard L.
- 2.
- 3.
4. ___ Additional Names on Page ___ of Document

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

Section 06, Township 21 North, Range 02 East

Legal Descriptions are on Pages 2 & 3 of Document

Reference Numbers(s) (Of documents assigned or released):

___ Additional Reference Numbers on Page ___ of Documents

Assessor's Property Tax Parcel/Account Number

Servient Estate - 4030200170
Dominant Estate - 9815000181

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

ROAD EASEMENT AGREEMENT

For the mutual benefit of both of those parcels of property hereinafter described and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Grantor, Timothy Gartland and Kimberly Gartland, husband and wife, hereby grant, convey and warrant to Grantee, Richard L. Ammerman, an unmarried person, his successors and assigns, a perpetual, non-exclusive easement in the properties legally described as follows:

Gartland Parcel - No: 4030200170

LOT 1, BLOCK 4, 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, IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED WOODWORTH AVENUE (FORMERLY FLORENCE STREET) PER AFORESAID PLAT THAT ATTACHES BY OPERATION OF LAW.

(hereinafter referred to as "Servient Estate")

Ammerman Parcel - No: 9815000181

LOT 5, BLOCK 5, PER THE PLAT OF WOODWORTHS ADDITION TO GIG HARBOR, RECORDED IN VOLUME 5 OF PLATS AT PAGE 66, UNDER AUDITOR'S FILE NUMBER 38968, RECORDS OF PIERCE COUNTY, WASHINGTON, IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF CHESTER STREET WITH THE SOUTH LINE OF SAID PLAT OF WOODWORTHS ADDITION;

THENCE WEST 140 FEET TO THE EAST LINE OF FLORENCE STREET;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF FLORENCE STREET PRODUCED TO THE SOUTH LINE OF THE NORTHEAST

QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 86°42' EAST ALONG SAID SOUTH LINE TO THE WESTERLY LINE OF CHESTER STREET PRODUCED SOUTH; THENCE NORTHERLY ALONG SAID WESTERLY LINE PRODUCED TO THE POINT OF BEGINNING.

(hereinafter referred to as "Dominant Estate")

This Easement shall be over and across that portion of the Servient Estate legally described as follows:

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO GARLAND 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:

A PORTION OF 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 EAST HALF 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, IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN 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, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 4 OF SAID PLAT; THENCE ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1 SOUTH 88°54'24" WEST 8.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EXTENSION SOUTH 88°54'24" WEST 6.44 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SAID WOODWORTH AVENUE; THENCE ALONG THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF WOODWORTH AVENUE SOUTH 1°05'36" EAST 7.88 FEET; THENCE NORTH 38°11'10" EAST 10.18 FEET TO THE POINT OF BEGINNING.

The Easement is for the following purposes and contains the following conditions and restrictions:

1. Grant and Description and Location of Easements. The Grantor hereby grants to Grantee a non-exclusive, perpetual easement across, along, in, and upon Grantor's property for the purpose of ingress and egress on that part of the Servient Estate legally described above and illustrated in Exhibit A of this Easement which is attached hereto and incorporated herein by this reference.

2. Third-Party Rights. Grantor reserves all rights with respect to the Servient Estate, including, without limitation, the right to grant licenses and permits to others subject to the rights granted in this Agreement. This Easement shall not be deemed to grant to Grantee any rights except as expressly stated herein

3. Non Exclusive Rights. Nothing herein shall limit Grantor's rights to use or occupy the real property subject to the Easement granted herein, or grant to any other person any right of use or occupancy with respect thereto, provided such exercise of Grantor's rights does not unreasonably interfere with the rights granted to Grantee hereunder.

4. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor and their agents from and against any claim, liability, loss or damages arising out of or relating to (i) Grantee's or his agent's, invitee's or licensee's use or occupancy of the Easement and the real property subject to the Easement, (ii) Grantee's exercise of his rights hereunder, or (iii) any breach by Grantee or any of his agent's, invitee's or licensee's of any provision hereof.

5. Construction of Improvements on Easement Area. Grantee shall construct, maintain and repair any improvements within the Easement area solely at his own expense. All construction work shall be conducted so as not to interfere with Grantor's use of the Servient Estate.

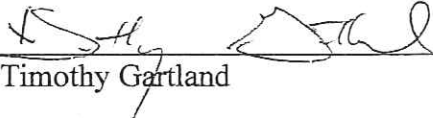
6. Compliance with Government Mandates. Grantee shall at all times exercise their rights herein in accordance with the requirements of all applicable statutes, ordinances, rules and regulations of any public authority having jurisdiction.

7. Dispute Resolution / Venue. Any disagreement, dispute, controversy, or claim arising out of or relating to this Easement or the interpretation of validity hereof shall be settled exclusively and finally by arbitration in accordance with RCW 7.04 as now in effect or hereafter amended. The parties to this Easement agree that the proper venue of any action on this Easement shall be in Pierce County, Washington


8. Run with the Land. This Easement shall run with the land and the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 20 day of August 2010.

GRANTORS:




Timothy Gartland



Kimberly Gartland

GRANTEE:



Richard L. Ammerman

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Timothy Gartland and Kimberly Gartland, husband and wife, to me known to be the individuals described herein and that they executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of August 2010.



Deborah C. McKeon
NOTARY PUBLIC in and for the State of
Washington, residing at Gig Harbor.
My commission expires: 10/10/10
Print Name: Deborah C. McKeon

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Richard L. Ammerman, to me known to be the individual described herein and that he executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of August 2010.



Deborah C. McKeon
NOTARY PUBLIC in and for the State of
Washington, residing at Gig Harbor.
My commission expires: 10/10/10
Print Name: Deborah C. McKeon



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing on Adopted Interim Ordinance Amending Temporary Sign Regulations in the C-1 / Sign Area 2 District

Proposed Council Action: Hold a public hearing. No action is needed after the hearing unless the Council desires to make additional findings. If that is the case, the Council should direct staff to return with an amended ordinance incorporating the additional findings.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: September 13, 2010

Exhibits: Adopted Interim Ordinance

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

PK

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

TD 9/2/10

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

On July 26, 2010, the City Council with a majority plus one vote of the whole Council passed an interim temporary sign ordinance at first reading (ORD 1195). The interim ordinance allows businesses in the C-1 district which are also located in Sign Area 2 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 will exceed 120 square feet. The interim ordinance expires on January 1, 2011.

The City passed this interim ordinance to allow for Harbor History Museum's exhibit banners during its grand opening. The City's permanent sign regulations limit temporary signs to one 20 square foot banner for no more than 60 days and one A-board sign per business. These provisions were not adequate for cultural banners. The city and museum are currently working on language which would permanently accommodate cultural and heritage signs such as the museum's exhibit signs. Staff anticipates a permanent ordinance will be ready for Council review prior to the expiration of the interim ordinance.

Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the Council is required to hold a public hearing on the interim ordinance within 60 days of passage. Section 3 of the ordinance set a public hearing date of September 13, 2010 to take additional testimony.

After the hearing, the council has the option of adopting additional findings justifying the interim amendments if desired.

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

Hold a public hearing. No action is needed after the hearing unless the Council desires to make additional findings. If that is the case, the Council should direct staff to return with an amended ordinance incorporating the additional findings.

ORDINANCE NO. 1195

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, 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 only reading on July 26, 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 26th day of July, 2010.

CITY OF GIG HARBOR



Mayor Pro Tem Timothy Payne

ATTEST/AUTHENTICATED:



Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney



Angela S. Belbeck

FILED WITH THE CITY CLERK: 07/21/10
PASSED BY THE CITY COUNCIL: 07/26/10
PUBLISHED: 08/11/10
EFFECTIVE DATE: 08/16/10



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance on Permit Processing Amendments

Proposed Council Action: Review ordinance and approve at second reading.

Dept. Origin: Planning

Prepared by: Tom Dolan *TD*
 Planning Director

For Agenda of: September 13, 2010

Exhibits: Ordinance; Summary of amendments.

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *PK*

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *TD 9/7/10*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

During last year's budget discussions, the Planning Department indicated that we had identified a number of code amendments that would add efficiencies to the land use permit process. The enclosed draft ordinance for your review is considered Phase 2 in the Planning Department's efforts to improve the land use permitting process.

While gaining efficiency is important, planning staff believes it should not come at the expense of the quality of development or necessary public process. The amendments proposed are consistent (but still somewhat more restrictive) with the manner most other jurisdictions conduct their land use permit process. Should the City Council approve permit processing amendments in the draft ordinance, the land use process in Gig Harbor will continue to be robust and challenging for both applicants and staff. The planning staff understands that the citizens and policy makers in the City expect a high level of project review and citizen participation in the process.

The major change proposed is to allow the administrative approval of site plans by the Planning Director. All other major land use permits would still require approval by the hearing examiner¹. It is the planning staff's observation that the vast majority of site plan approval hearings (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

¹ In order to allow administrative approval of site plans, DRB recommendations need to be made to the director rather than the hearing examiner. The director's decision on those would be appealable to the hearing examiner.

are the examiner, the applicant and the planner who processed the case. It is important to understand that when a permit hearing only involves site approval, there is very little discretion in making a decision. If the project being considered includes a use that is permitted in the zone, meets all setbacks, parking requirements and the City's design guidelines, the project must be approved. It is the planning department's recommendation to allow the Planning Director to approve site plans, subject to appeal to the hearing examiner. This would save substantial processing time (approximately one month) and substantial money (\$500 - \$1000) for an applicant. One primary goal in developing the changes to the site plan approval process was to insure that even though the permit didn't have a public hearing, the surrounding property owners within 300 feet of the site would still be notified of the director's decision and would be allowed to appeal the administrative decision to the hearing examiner. It should be noted that the current hearing examiner for the City is supportive of this change.

Another significant change includes 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 would void. The proposed amendments also include amending the expiration period for land use permits. Existing expiration periods are inconsistent and too short for some permit types. Planning staff strongly recommends that most of the city's land use permits have a 3-year expiration period with one, one-year extension.

Several other amendments are proposed as well. Many of these amendments are of a housekeeping nature.

Staff is recommending that these code changes, if passed, become effective on January 1, 2011 to allow staff adequate time to implement the changes across development services. These amendments, if passed, will also require an update to the fee schedule. An updated fee schedule will be available for your review at the next council meeting and if passed will not become effective until January 1, 2011. It should be noted that one exception to the January 2011 effective date is section 8 in the draft ordinance which will go into effect retroactively to June 10, 2010 for consistency with state law.

The enclosed sheet summarizes the proposed amendments. The ordinance shows the actual code changes in numerical order. Sections 60-69 starting on page 28 of the ordinance outlines the changes to the site plan review process. Section 96 starting on page 51 of the ordinance outlines the expiration of lapsed applications. And, Section 98 starting on page 54 of the ordinance outlines the permit expiration process.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on August 18, 2010.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed these changes at their June 7, 2010 meeting and was in general support of the proposed process changes. Furthermore, the Planning Commission agreed that these amendments could be directly considered by the City Council.

RECOMMENDATION / MOTION

Review ordinance and approve at second reading.



PLANNING DEPARTMENT

SUMMARY OF PERMIT PROCESSING AMENDMENTS

Site Plan Review process –

- Changes site plan review approval from requiring hearings (a Type III permit) to an administrative process (Type I or II permit) with a director's decision and opportunity for appeal to hearing examiner.
- Changes applicability of site plan review to all new, expanded or modified nonresidential and multi-family uses unless expressly exempted. Currently nonresidential uses which do not include a new building (contractor's yard, car sales, ballfields) do not have any permit process required to assure code compliance
- All site plan review applications, including amendments, will be either major site plan review (Type II) or minor site plan review (Type I). We will no longer process separately site plan amendments.
- Site plan review applications can be consolidated with variances, CUPs, etc. and go directly to the hearing examiner for decision.
- Director's decision on site plan review can be appealed to the hearing examiner de novo.
- Public will be noticed of site plan review application by mail (property owner's within 300 feet) in addition to the current posting of the site and publishing in the Gateway.
- Public will be noticed of site plan decisions by mail.

Design Review process –

- Recommendations from the Design Review Board will go to the Planning Director rather than Hearing Examiner. Design Review decisions on DRB recommendations will be appealable to the hearing examiner.
- Administratively approvable design review application will be Type I permits.

General Permit Processing –

- Lapsed Applications: Creates a process to expire complete applications which have lapsed. Allows an applicant 90 days to provide requested revisions or information, or updated timeline for submittal. If 90 days pass, the city can send a certified letter giving applicant 30 more days to respond – if no response, the application becomes null and void. All associated permits and reserved capacity also expire.

- Expiration of Permits: Provides a uniform duration of permit approval and expiration and extension process for all land use permits. All land use permits would be valid for 3 years, except for plats and shoreline permits whose duration of approval and expiration is regulated by state law. Land use permits will expire if construction permits are not submitted and kept active or use is legally established. One 1 year extensions would be allowed for all permits if permits are still compliant with city code. In the case of a project requiring multiple permits which include shoreline or plat permits, the longest duration of approval would apply to all land use permits.
- Updates all noticing to meet State requirements
- Rearranged permitting sections (Chapters 19.01 through 19.06) to better align with current practice and state law.
- Public will be noticed of applications (all Type II and III permits) by mail (property owner's within 300 feet), posting of the site and publishing in the Gateway. Currently we only publish notices of application.
- Public will be noticed of Type II permit decisions by mail (property owners within 300 feet of subject property).
- People with standing to appeal have been expanded to include property owners within 300 feet and aggrieved parties.
- Provides a clear procedure for administrative appeals (matches public hearing process).

Miscellaneous –

- Updates requirements for complete application of multiple permits to better meet current needs and practice across departments.
- Moves critical area reasonable use exceptions from a Type II (administrative permit) to a Type III permit (hearing).
- Updates references throughout code to reflect process changes.
- Changes references to Community Development Director to Planning Director.
- Updates permit types of wireless facilities to match new processes.
- Repeals duplicative director's interpretation appeal process in favor of the standard appeal process for all permits.
- Removes requirement for applicant to provide labels of property owners within 300 feet. City staff can do it more timely and accurately.
- Updates Landscaping chapter to reflect updated site plan process.
- Updates land clearing chapter to current practices and allows it to be separate from site plan review process. This will allow for a permit process for clearing prior to site plan approval.
- Provides a process for amending preliminary plats without going back to the hearing examiner if amendments are minor in nature.
- Provides an explicit preliminary and final short plat process in order to have a timeframe for submittal of short plats for record once they are preliminarily approved.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, UPDATING PERMIT PROCESSING PROCEDURES TO REDUCE PERMITTING TIMELINES, GAIN EFFICIENCIES, FIX INCONSISTENCIES, INCREASE PUBLIC NOTICE AND IMPROVE CUSTOMER SERVICE; CHANGING SITE PLAN APPROVAL FROM A TYPE III PERMIT TO A TYPE II PERMIT; REQUIRING MAILING OF NOTICES OF APPLICATION AND NOTICE OF DECISIONS TO PROPERTY OWNERS WITHIN 300 FEET OF A THE PROPERTY SUBJECT TO A TYPE II PERMIT; CREATING A PROCESS TO EXPIRE LAPSED, INACTIVE COMPLETE APPLICATIONS; PROVIDING A UNIFORM DURATION OF PERMIT APPROVAL OF THREE YEARS; UPDATING PERMIT PROCESS PROCEDURES TO COMPLY WITH STATE LAW; CREATING A PRELIMINARY PLAT AMENDMENT PROCESS; CREATING A PRELIMINARY AND FINAL SHORT PLAT PROCESS; MAKING AMENDMENTS TO THE DESIGN REVIEW, LAND CLEARING AND LANDSCAPING PERMIT PROCESSES TO IMPLEMENT THE CHANGES TO THE SITE PLAN REVIEW PROCESS; MAKING OTHER HOUSEKEEPING AMENDMENTS; REPEALING SECTIONS 16.04.003, 16.04.005, 16.04.007, 17.04.433, 17.64.060, 17.96.060, 17.96.080, 17.98.080, 19.05.009, 19.06.007; ADDING NEW SECTIONS 16.05.006, 17.20.080, 17.94.055, 17.96.025, 17.96.035, 19.02.006, 19.02.007, 19.02.008, 19.02.009, 19.03.004, 19.06.005 AND 19.06.007; RENAMING CHAPTERS 19.02 AND 19.06; AND AMENDING SECTIONS 15.06.040, 16.04.001, 16.04.002, 16.06.003, 16.06.006, 16.10.040, 17.04.271, 17.15.040, 17.16.050, 17.17.040, 17.21.040, 17.24.040, 17.28.040, 17.30.040, 17.31.040, 17.32.030, 17.36.050, 17.40.060, 17.41.030, 17.45.040, 17.46.050, 17.48.050, 17.50.050, 17.54.030, 17.56.030, 17.59.030, 17.61.020, 17.64.015, 17.64.050, 17.65.050, 17.65.060, 17.66.015, 17.66.040, 17.66.050, 17.67.040, 17.67.080, 17.68.025, 17.78.020, 17.78.110, 17.80.040, 17.80.140, 17.88.010, 17.88.020, 17.89.030, 17.89.040, 17.90.030, 17.90.040, 17.91.040, 17.94.020, 17.94.040, 17.94.050, 17.94.060, 17.96.010, 17.96.020, 17.96.030, 17.96.040, 17.96.050, 17.96.070, 17.97.050, 17.98.030, 17.98.040, 17.98.045, 17.98.050, 17.98.055, 17.98.056, 17.98.058, 17.98.060, 17.98.070, 17.98.090, 17.99.340, 18.04.230, 18.08.206, 18.10.060, 19.01.002, 19.01.003, 19.01.005, 19.01.007, 19.02.001, 19.02.002, 19.02.003, 19.02.004, 19.02.005, 19.03.001, 19.03.003, 19.05.001, 19.05.002, 19.05.008, 19.05.010, 19.06.001, 19.06.003, 19.06.004, 19.06.005, 19.06.006, 19.08.040, 19.09.180, AND 19.10.020 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City has documented numerous zoning, subdivision, environment and permit processing code amendments necessary to improve project permitting process, to gain efficiencies and to bring more consistency to project permitting; and

WHEREAS, the City desires to amend the site plan review approval processes to reduce permit processing timelines, save money for the applicant, increase public noticing and improve customer service by doing the following:

1. Changing site plan review approval from requiring hearings (a Type III permit) to an administrative process (Type I or II permits) with a director's decision.
2. Repealing the two site plan amendment processes and classifying all development requiring site plan review as either major site plan review (Type II) or minor site plan review (Type I).
3. Providing public notice of the of all Type II permit applications by mail (property owner's within 300 feet) in addition to the current practice of posting the site and publishing in the Gateway.
4. Providing public notice of the decisions for all Type II permits by mail to property owners within 300 feet of the subject property; and

WHEREAS, to implement the changes to the site plan review process, Design Review Board recommendations must go to the Planning Director rather than the Hearing Examiner; and

WHEREAS, certain nonresidential uses, such as contractor's yards, car sales and ball fields, are not currently regulated by the site plan process and therefore are not required to meet landscaping, buffering and other zoning requirements; and

WHEREAS, the City desires to require these types of uses to go through the site plan review approval process to ensure compliance with the city's zoning requirements; and

WHEREAS, the City desires to update the wireless communication facilities approval process, landscaping chapter and land clearing chapter to implement the updated site plan review process; and

WHEREAS, the City does not have the ability to close out applications where the applicant has been unresponsive or is not actively pursuing the permit and these inactive applications often have reserved traffic, water and sewer capacity which could be used for other active applications; and

WHEREAS, the City desires to create a process to expire these complete applications which have lapsed and recapture associated reserved water, sewer, and traffic capacity; and

WHEREAS, the existing expiration periods for project permits are inconsistent and are too short for some permit types; and

WHEREAS, the City desires to provide a uniform duration of permit approval timeframe of three years and a uniform expiration and extension process for all land use permits, except those regulated by State law such as plats and shoreline permits; and

WHEREAS, the City needs to update its public notice requirements on project permits to meet State of Washington requirements; and

WHEREAS, many of the requirements for a complete application for multiple project permits need to be updated to meet current staff review needs and practices across the development services departments; and

WHEREAS, the City desires to update its administrative appeal requirements to implement the site plan review process, clarify procedures, and allow for additional parties of record; and

WHEREAS, because the City no longer has a Community Development Director position, all references to that position in the subdivision, zoning, and environment titles should be changed to Planning Director; and

WHEREAS, the City desires to establish a process to amend preliminary plats without applying for a new preliminary plat if the amendments are minor in nature; and

WHEREAS, the City desires to clarify the short plat process and provide a deadline for submitting approved short plats for record by implementing a preliminary and final short plat process; and

WHEREAS, under chapter 79, Laws of 2010, the Washington State Legislature provided for a temporary extension relating to plat approvals, and the City Council desires to amend sections 16.06.003 and 16.06.006 of the Gig Harbor Municipal Code to comply with the temporary extension; and

WHEREAS, a copy of this Ordinance was forwarded to the Washington State Department of Commerce on June 30, 2010, pursuant to RCW 36.70A.106 and was granted expedited review; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on August 18, 2010; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; 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 15.06.040 in the City Building Code chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

15.06.040 Exclusions from project permit processing.

Pursuant to RCW 36.70B.140(2), building permits, other construction permits or similar administrative approvals which are categorically exempt from environmental review under the State Environmental Policy Act (Chapter 43.21C RCW) and GHMC Title 18, Environment, or permits/approvals for which environmental review has been completed in connection with other project permits under GHMC Title 19 are excluded from the following procedures:

- A. Notice of application (GHMC 19.02.004);
- B. Except as provided above, optional consolidated project permit review processing (GHMC ~~19.02.002(B)~~ 19.01.002(B));
- C. Joint public hearings (GHMC 19.01.004).

Section 2. Section 16.04.001 in the Short Plats chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.04.001 Requirements for a complete application.

~~A. Number of copies: seven.~~

~~B.~~ A. A proposed short plat must include pertinent survey data compiled as a result of a survey made by or under the supervision of a land surveyor registered in the state and engaged in land surveying.

~~C.~~ B. Application Contents. In addition to the requirements for a complete application set forth in GHMC 19.02.002, an applicant for a short plat shall submit the following:

- 1. A sketch or map using a scale of 100 feet to one inch or larger of the entire contiguous tract owned by the applicant which shall show:
 - a. The owners of adjacent land and the names of any adjacent subdivisions;
 - b. Lines marking the boundaries of the proposed lots;
 - c. Approximate locations of existing buildings, structures, utilities, underground storage tanks, and streets and ways or easements for such streets and ways within and adjacent to the tract;
 - d. Legal description of the tract and legal descriptions of all proposed lots;
 - e. Name and address of the owner(s) of the tract.

2. Certificate giving full and complete description of the lands divided as they appear on the short plat, including a statement that the short subdivision has been made with free consent and in accordance with the desires of the owner(s). If the short plat includes a dedication, the certificate shall also contain the dedication of all streets and other areas to the public and individual(s), religious society or societies or to any corporation, public or private, as shown on the short plat and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage, and maintenance of the road. The certificate shall be signed and acknowledged before a notary public by all parties having any interest in the lands subdivided.

3. All short plats containing a dedication must be accompanied by a title report confirming that the title of the lands as described and shown on the plat is in the name of the owner signing the certificate. Roads not dedicated to the public must be clearly marked on the face of the plat. Any dedication, donation, or grant as shown on the face of the plat shall be considered to all intents and purposes as a quitclaim deed to the donee(s), grantee(s) for his, her or their use for the purpose intended by the donors or grantors as aforesaid.

Section 3. Section 16.04.002 in the Short Plats chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.04.002 Type of application-Short plat review and approval.

A. A short plat is a Type II application, and the director shall make the final decision. The application shall be processed as set forth in GHMC Title 19.

B. Criteria of approval. The director shall approve or conditionally approve a short plat only if the findings and conclusions in GHMC 16.04.004 are met,

C. Preliminary Short Plat Approval. The director shall disapprove or preliminarily approve the short plat, or return the short plat to applicant for modifications within 30 days after the date of filing of a complete application, unless the applicant agrees to an extension of time. Preliminary approval shall be valid for three years from the date that the preliminary approval decision is mailed to the applicant. Within said three year timeframe, the applicant shall file a final short plat with the city.

D. Final Short Plat Approval.

1. Each final short plat filed with the city for record shall be consistent with the preliminary short plat and all conditions of preliminary short plat approval.

2. The director shall disapprove or approve the final short plat, or return the short final plat to applicant for modifications within 30 days after the date of filing of the final short plat unless the applicant agrees to an extension of time.

3. Each final short plat filed with the city for record shall contain or be accompanied by the items listed in GHMC 16.08.003.

4. Each final short plat filed with the city for record shall contain the following certificates. The property owner and the land surveyor shall execute their respective certificates, required by GHMC 16.04.001 and 16.08, prior to the director's final decision. The certificates to be executed by city and county officials and employees shall be executed after the director's final decision, if granted.

a. Mayor. A signature block and statement for the approval of the short plat.

b. 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 short subdivision approval.

c. 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.

d. Short Plat Administrator. A signature block and statement that the short plat complies with the city's development regulations under GHMC Titles 16 and 17.

5. Construction of improvements. A final short plat shall not be filed for record until the applicant has constructed or bonded for all improvements required by the director in the preliminary approval decision on the short plat.

E. Short Plat Revisions. Revisions to a preliminarily approved short plat shall be processed as a new short plat application.

Section 4. Section 16.04.003, in the Short Plats chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 5. Section 16.04.005, in the Short Plats chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Section 16.04.007, in the Short Plats chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 7. A new Section 16.05.006 is hereby added to the Preliminary Plats chapter of the Gig Harbor Municipal Code, which shall read as follows:

16.05.006 Revisions to an approved preliminary plat.

Approved preliminary plats may be revised prior to recording of the final plat as follows:

A. Minor revisions to an approved preliminary plat, which do not change the plat boundaries, do not change the conditions of preliminary plat approval, do not alter road alignments or connections, and do not increase the number of lots by more than 5% or 5 lots whichever is less, shall be processed in accordance with the procedures established under GHMC Title 19 for a Type I project permit application. The director shall approve an application for minor preliminary plat revision only if all of the following criteria are met:

1. The revision will not be inconsistent or cause the subdivision to be inconsistent with the findings, conclusions, or decision of the hearing examiner or city council;
2. The revision will not cause the subdivision to violate any applicable city policy or regulation;
3. A subdivision may be developed if the intent of its original conditions is not altered.

B. Revisions which are not classified as minor revisions in subsection A above shall be processed as a new preliminary plat application in accordance with the procedures established under GHMC Title 19 for a Type III project permit application.

Section 8. Section 16.06.003 and 16.06.006 in the Final Plats chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

16.06.003 Time frame for submission of final plat.

A final plat meeting all requirements of Chapter 58.17 RCW and this title shall be submitted to the city for approval within ~~five~~seven years of the date of preliminary plat approval; provided, however, that the applicant may submit an application to the city at least 30 days prior to the expiration of the preliminary plat approval for a one-time extension of one year. Such extensions may be granted by the city only if:

A. The applicant agrees to construct the development in conformance with the zoning, design review, subdivision, public works standards and other development regulations in place at the time of the application for an extension; and

B. The applicant provides its consent to allow any agency providing a recommendation under RCW 58.17.150 to reconsider and modify its recommendation, and after such reconsideration, each recommendation is unchanged and supports such extension.

16.06.006 Effect of final plat approval.

Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of ~~five~~seven years from the date of filing. A subdivision shall be governed by the terms of approval of the final plat, and the statutes, ordinances and regulations in effect at the time of approval under RCW 58.17.150(1) and (3) for a period of ~~five~~seven years after final plat approval unless the city council finds that a change in conditions creates a serious threat to the public health or safety in the subdivision.

Section 9. Section 16.10.040 in the Mobile/Manufactured Home Park and Subdivision Standards chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.10.040 Type of application.

A. All mobile home parks shall be processed as a Type ~~III~~II application and in the same manner as a ~~binding~~ site plan in accordance with the procedures of Chapter 17.96 GHMC.

B. All mobile/manufactured home subdivisions shall be processed in the same manner as subdivisions in this title.

Section 10. Section 17.04.271 in the Definitions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.271 Director.

“Director” means the planning director ~~of the department of community development~~ or his/her designated representative.

Section 11. Section 17.04.433, in the Definitions chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 12. Section 17.15.040 in the Public-Institutional District (PI) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.15.040 Site plan.

~~Before a building permit will be issued in the PI district, the site plan review process as specified in Chapter 17.96 GHMC shall be followed.~~ The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 13. Section 17.16.050 in the Single-Family Residential (R-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.16.050 Site plans.

~~Before a building permit will be issued for a nonresidential use or structure in an R-1 district, the site plan review process as specified in Chapter 17.96 GHMC shall be followed.~~ The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 14. Section 17.17.040 in the Planned Community Development Low Density Residential (RLD) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.17.040 Performance standards.

* * *

D. Site Plans. The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 15. A new Section 17.20.080 is hereby added to the Medium-Density Residential (R-2) chapter of the Gig Harbor Municipal Code, which shall read as follows:

17.20.080 Site plans.

The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 16. Subsection 17.21.040(B) in the Planned Community Development Medium Density Residential (RMD) chapter 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

review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 18. Section 17.28.040 in the Residential and Business District (RB-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.28.040 Site plan.

~~Before a building permit will be issued in the RB-1 district, the site plan review process as specified in Chapter 17.96 GHMC shall be followed.~~ The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 19. Section 17.30.040 in the Residential and Business District (RB-2) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.30.040 Site plans.

~~Prior to the issuance of a building permit in the RB-2 district, the site plan review process specified under this title shall be completed to the satisfaction of the city.~~ The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 20. Section 17.31.040 in the Downtown Business District (DB) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.31.040 Site plans.

~~Before a building permit will be issued in a DB district, the site plan review process as specified in Chapter 17.96 GHMC shall be followed.~~ The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 21. Section 17.32.030 in the Neighborhood Commercial District (B-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.32.030 Site plans.

~~The procedures~~ site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 22. Section 17.36.050 in the General Business District (B-2) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.36.050 Site plans.

~~Before a building permit will be issued, the site plan review process as specified in Chapter 17.96 GHMC shall be followed.~~ The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 23. Section 17.40.060 in the Commercial District (C-1) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.40.060 Site plans.

~~Before a building permit will be issued in a C-1 district, the site plan review process as specified in Chapter 17.96 GHMC shall be followed. The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.~~

Section 24. Section 17.41.030 in the Planned Community Development Commercial (PCD-C) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.41.030 Performance standards.

* * *

M. Site Plans. The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 25. Section 17.45.040 in the Planned Employment District (ED) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.45.040 Performance standards.

* * *

P. Site Plans. The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 26. Section 17.46.050 in the Waterfront Residential (WR) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.46.050 Site plans.

~~Before a building permit will be issued in the waterfront residential district, the site plan review process as specified in Chapter 17.96 GHMC shall be followed, except in the case of a building permit for single-family dwelling or duplex dwelling. The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.~~

Section 27. Section 17.48.050 in the Waterfront Millville (WM) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.050 Site plans.

~~Before a building permit will be issued in a WM zone, the site plan review process specified in Chapter 17.96 GHMC shall be followed. Residential projects containing three or fewer dwelling units are exempt from this provision, except for increased height as per GHMC 17.48.060. The site plan review process~~

established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 28. Section 17.50.050 in the Waterfront Commercial (WC) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.50.050 Site plans.

~~Before a building permit will be issued in a waterfront commercial district, the site plan review process specified in Chapter 17.96 GHMC shall be followed. Residential projects containing less than three dwelling units are exempt from this provision.~~ The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 29. Section 17.54.030 in the Planned Community Development Business Park District (PCD-BP) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.54.030 Performance standards.

* * *

Q. Site Plans. The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 30. Section 17.56.030 in the Planned Community Development Neighborhood District (PCD-NB) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.56.030 Performance standards.

* * *

M. Site Plans. The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 31. Subsection 17.59.030(C) in the Planned Community Development Transfer of Density Credits Option chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.59.030 Procedure.

* * *

C. Upon approval of the planning department and the city attorney, the applicant/property owner shall file with the Pierce County auditor a legally sufficient document which effectively accomplishes the following:

1. A covenant on the lands affected by the density credit transfer which contains deed restrictions reflecting the transfer and its resultant conditions to private ownership and future development of the land.

2. A deed for the development rights so affected shall be assigned an assessor's tax parcel number, including a legal description of the real property from which density credits are to be donated from and a legal description of the real property to which such density credits are to be transferred to.

A copy of the executed legal instrument, bearing the Pierce County auditor's file number, shall be provided to the planning department and the city attorney prior to the issuance of any development permit for the affected properties.

Density credit transfers are exempt from the permit processing procedures in GHMC Title 19 and are processed simultaneous with any Type II or III permit application.

Section 32. Subsection 17.61.020(D) in the Communication Facilities chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.61.020 General guidelines and permit requirements.

* * *

D. Permit Processing Requirements.

1. Permit Type.

a. Small Satellite Dish Antenna. Small satellite dish antennas shall comply with all International Building Code requirements, and Chapter 15.06 GHMC, but are otherwise exempt from the permit application procedures of GHMC Title 19.

b. Large Satellite Dish Antenna. Large satellite dish antennas and other antenna applications shall be processed as a Type H I permit. A building permit shall also be required.

c. Amateur Radio Towers. Amateur radio tower applications shall be processed as a Type H I permit. A building permit shall also be required.

d. Wireless Communication Facilities. A conditional use permit shall be required for wireless communication facilities in residential, waterfront district and downtown business districts, which shall be processed as a Type III permit. For all other districts, wireless communication facilities shall be processed as a Type II permit. A building permit shall also be required.

e. Broadcast and Relay Towers. Broadcast and relay tower applications shall be processed as a Type H I permit. A building permit shall also be required.

2. Elements of a Complete Application. A complete application for the ~~Type H~~ permits described in this chapter shall consist of an original of the following:

a. A site plan, drawn at a scale not less than one inch per 50 feet, showing the boundaries and dimensions of the parcel or site, including any adjacent public streets or easements.

b. An elevation of the proposed facility, including any buildings, existing or proposed, associated with the facility, and which shall include all dimensions of proposed structures.

- c. A topographic map, based upon the most recent site survey or information available, at no less than five-foot contour intervals.
- d. The required application fee as established pursuant to Chapter 3.40 GHMC.
- e. Three copies of the original of the application.
- f. A signed statement indicating that (i) the applicant and landowner agree that they will diligently negotiate in good faith to facilitate co-location of additional personal wireless service facilities by other providers on the applicant's structure or within the same site location and (ii) the applicant and/or landlord agree to remove the facility within 12 months after abandonment.
- g. Copies of any environmental documents required by any federal agency. These shall include the environmental assessment required by FCC Para. 1.1307, or in the event that a FCC environmental assessment is not required, a statement that describes the specific factors that obviate the requirement for an environmental assessment.
- h. A current map and aerial photograph showing the location of the proposed tower, a map showing the locations and service areas of other wireless service facilities operated by the applicant and those proposed by the applicant that are close enough to impact service within the city.
- i. A statement by the applicant as to whether construction of the tower will accommodate co-location of additional facilities or antennas for future users.

3. A complete application for a conditional use permit shall, in addition to the elements described in subsection (D)(2)(a) of this section include those elements as described in GHMC 17.96.050(B) through (D) ~~and (L)~~.

Section 33. Section 17.64.015 in the Conditional Uses chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.64.015 Complete application.

An application for a conditional use permit is considered complete upon submittal of the information as required under GHMC 17.96.050(B) through (D) ~~and (L)~~; including the written statement of justification for granting the variance pursuant to the requirements of GHMC 17.64.040. This is in addition to the application requirements of GHMC 19.02.002 for a Type III application. ~~Seven copies of all information required shall be submitted along with the processing fee.~~

Section 34. Section 17.64.050 in the Conditional Uses chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.64.050 Duration of approval and ~~Expiration.~~

~~Any conditional use permit granted by the hearing examiner shall expire if not exercised within one year of the date of approval. If a use or activity authorized by such permit is abandoned or discontinued for a continuous period of one year, it may not be reestablished unless authorized in accordance with the provisions of this chapter. A request for extension of the one year time limit may be considered~~

~~by the hearing examiner, providing that the request is in writing and is received no less than 30 days prior to the expiration date. No additional extensions shall be granted. An extension shall be valid for a period not to exceed one year. The duration of conditional use permit approvals and permit expiration shall be governed by GHMC Section 19.02.008.~~

Section 35. Section 17.64.060 in the Conditional Uses chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 36. Subsection 17.65.050(A) in the Special Use Permits chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.65.050 Review criteria.

A. Every applicant for a special use permit shall demonstrate that all of the following criteria have been met:

1. That the type of use for which the special use permit is applied is permitted or conditionally permitted in the applicable zoning district and is consistent with the description and purpose of the zone district in which the property is located;
2. That the granting of the special use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located;
3. That the proposed use is properly located in relation to the other land uses in the vicinity; and further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;
4. That the site is of sufficient size to accommodate the proposed use;
5. The special use may not operate more than ~~seven~~ fourteen events during the ~~authorized period~~ calendar year. An event is equal to one 12-hour period per day;
6. A request for more than ~~two special uses~~ fourteen events per calendar year by any given applicant or for any given site shall not be considered as a special use and may only be authorized through the site plan approval process established under Chapter 17.96 GHMC.

* * *

Section 37. Section 17.65.060 in the Special Use Permits chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.65.060 Expiration Duration of approval.

Any special use permit granted by the director is valid for a ~~period of up to 30 consecutive days~~ the events identified in the permit.

Section 38. Section 17.66.015 in the Variances, Interpretations, Appeals chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.66.015 Complete application.

An application for a general variance is considered complete upon submittal of the information as required under GHMC 17.96.050(B) through (D) ~~and (E)~~, including the written statement of justification for granting the variance pursuant to the requirements of GHMC 17.66.030(B). This is in addition to the application requirements of GHMC 19.02.002 for a Type III application. An application for an administrative variance shall contain the information required for a general variance, but shall include a written statement of justification for granting the variance pursuant to the requirements of GHMC 17.66.020(A).

Section 39. Section 17.66.040 in the Variances, Interpretations, Appeals chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.66.040 Time limits. Duration of approval and expiration.

~~Any variance granted by the hearing examiner or planning director shall become null and void if not exercised within one year of the date of approval. Upon written request by a property owner, prior to the date of expiration the director may grant an extension of time up to but not exceeding one year. Any extension of time shall be based upon a finding that there has been no material change of circumstances applicable to the property since the granting of the variance. The duration of variance approval and expiration shall be governed by GHMC Section 19.02.008.~~

Section 40. Section 17.66.050 in the Variances, Interpretations, Appeals chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.66.050 Interpretations and appeals.

A. Interpretations – Planning Director.

1. The planning director shall review and determine any questions involving the proper interpretation or application of the provisions of this title that may be requested by any property owner, tenant, government officer, department, board, council or commission. The planning director's decision shall be in keeping with the spirit and intent of this title and of the comprehensive plan.

2. Recognizing that there may be uses not specifically mentioned in this title either because of advancing technology or any other reason, the planning director may permit such use to be established if it is clearly evident that the use is in conformity with the designated principal uses of the use district in which it is to be located. ~~When there is doubt as to the proper classification of a use, the hearing examiner shall rule on the matter.~~

3. Interpretations shall be processed in accordance with the procedures established under GHMC Title 19 for a Type II project permit application.

~~B. Appeals from Administrative Decision.~~

~~1. Appeals may be taken to the hearing examiner by any person aggrieved or by any officer, department, board, council or commission of the city affected by any order, requirement, permit, decision or determination made by an administrative official in the administration or enforcement of this title or any amendment thereto. Such appeals shall be filed in writing, in duplicate and with the hearing examiner within 20 days of the date of the action being appealed.~~

~~2. Upon the filing of such an appeal, the hearing examiner shall set the time and place at which the matter will be considered. At least 10 days' notice of such time and place shall be given to the adverse parties of record in the case and to the official whose decision is being appealed. The officer from whom the appeal is being taken shall forthwith transmit to the hearing examiner all of the records pertaining to the decision being appealed, together with such additional written report as he deems pertinent.~~

~~3. In exercising the powers granted herein, the hearing examiner may, in conformity with this chapter, reverse or affirm, wholly or in part, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as should be made, and, to that end, shall have all the powers of the officer from whom the appeal is being taken, insofar as the decision on the particular issue is concerned.~~

Section 41. Section 17.67.040 in the Performance-Based Height Exceptions and Height Exemptions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.67.040 Complete application.

An application for a performance-based height exception shall contain seven copies of the following information:

A. The title and location of the proposed project, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

B. A written description addressing the scope of the project, the use of the site, and the nature and height of the proposed structures;

C. Color, type, model and specification of all proposed structures. Include the area of illumination and intensity of lighting in footcandles for athletic field lighting;

D. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site;

E. Site plans drawn to a scale no smaller than one inch equals 30 feet showing location and size of uses, location of proposed and existing structures, critical areas and wetlands, buffer areas, proposed areas of disturbance or construction outside of the building and structure footprint, yards, open spaces and landscaped areas and any existing structures, easements and utilities;

F. Cross sections of proposed structures and topographic information;

G. A written statement of justification for granting the exception pursuant to the requirements of GHMC 17.67.060, 17.67.070, and 17.67.075, if applicable;

H. ~~A listing of the names and addresses of property owners of record within 300 feet of the project property, including preprinted labels bearing the names and addresses of the property owners of record within 300 feet of the project property;~~

I. H. All application requirements of GHMC 19.02.002.

Section 42. Section 17.67.080 in the Performance-Based Height Exceptions and Height Exemptions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.67.080 ~~Time limits.~~ Duration of approval and expiration.

~~Any exception granted by the hearing examiner shall become null and void if not exercised within one year of the date of approval. Upon written request by the property owner, prior to the date of expiration the director may grant an extension of time up to but not exceeding one year. Any extension of time shall be based upon a finding that there has been no material change of circumstances applicable to the structure or property since the granting of the exception. The duration of performance-based height exception approvals and expirations shall be governed by GHMC Section 19.02.008.~~

Section 43. Subsection 17.68.025(B) in the Nonconformities chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.68.025 Nonconforming use and structure review.

* * *

B. Nonconforming review is a Type ~~H~~ I project permit application and shall be processed as set forth in GHMC Title 19 with the exception of changes described in GHMC 17.68.035, which shall be processed as a Type III project permit application as set forth in GHMC Title 19.

* * *

Section 44. Section 17.78.020 in the Landscaping and Screening chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.020 Applicability.

The standards as required by this chapter shall apply to all uses of land which are subject to site plan review, a land clearing permit, ~~to the construction or location of any multifamily structure of three or more attached dwelling units and to any new subdivision plat. GHMC Section 17.78.095 applies to all development in the waterfront view corridor.~~

Section 45. Subsection 17.78.110(A) in the Landscaping and Screening chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.110 Performance assurance.

A. Landscaping required pursuant to an approved ~~site plan~~ project permit application shall be installed prior to the issuance of certificate of occupancy or final inspection, unless the property owner submits a performance assurance equal to not less than 110 percent of a contractor's bid and which commits to install the landscaping within one year.

* * *

Section 46. Subsection 17.80.040(C) in the Signs chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.80.040 Permit procedures.

The following regulations shall apply to all signs.

* * *

C. Permit Processing Requirements. A sign permit shall be processed according to the procedures in GHMC Title 19, and is a Type H L permit application.

Section 47. Section 17.80.140 in the Signs chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.80.140 Design review board approval.

Those sections of this chapter which require a determination by the design review board for a design allowance shall be processed as a ~~design allowance~~ in accordance with ~~GHMC 17.98.035, and not as a design variance~~ the procedures for a design review board recommendation (GHMC 17.99.055).

Section 48. Section 17.88.010 in the Annexations chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.88.010 District designation determination – Comprehensive plan.

Any lands annexed to the city following the enacting of the ordinances codified in this title shall be deemed to be included in the zoning map as being in the R-1 residential district. ~~The filing fee for said annexation shall be the following: R-1 district, \$25.00; other districts, \$50.00.~~ Within 60 days following annexation, the planning commission shall hold a public hearing to determine the best application of this title to the annexed territory. Following the hearing, the commission shall make its recommendation to the city council for the zoning of the area; provided, however, any land which has been or is included in a comprehensive land use plan provided for in the following provision and adopted pursuant to RCW 35.13.177 and 35.13.178 shall be annexed with the zoning district classification as provided for in such comprehensive land use plan.

Section 49. Section 17.88.020 in the Annexations chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.88.020 Request for determination prior to annexation.

Petitioners for annexation may include in the notice of intent to petition for annexation a request for determination of the zoning district classification which will be applied to the property described in said notice of intent to petition for annexation, if the petition for annexation is passed. ~~Such petition shall be accompanied with an amount of \$50.00 for costs involved in determining zoning.~~

Section 50. Subsections 17.89.030(B, E and F) in the Planned Residential Development Zone (PRD) chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

17.89.030 Permit application procedures.

* * *

~~B. Duration of Approval and Expiration of Preliminary PRD. Within five years of the date of the preliminary PRD approval, an application shall be submitted for final PRD approval, otherwise, the preliminary PRD approval shall expire. Building construction on the project must commence within 12 months from the date of the final approval; otherwise, preliminary PRD approval becomes null and void. The duration of preliminary PRD approval and expiration shall be governed by GHMC Section 19.02.008.~~

* * *

~~E. Design Review. The applicant shall submit an application for design review approval concurrent with the preliminary PRD application. The hearing examiner shall be present at the design review board hearings as necessary to ensure coordination of decisionmakers as allowed under GHMC 19.01.002(C).~~

~~F. Extensions. Knowledge of the expiration date and initiation of a request for an extension of time is the responsibility of the applicant. Requests for an extension of time must be submitted to the planning department at least 30 days prior to the expiration of PRD approval. The planning department shall schedule the request for extension for public hearing before the hearing examiner. One extension is the maximum to be granted and it shall be for no more than one year and the PRD may be subject to any new or amended regulations, requirements, policies or standards which are adopted after the original date of approval, unless 50 percent or more of the on-site work has been completed.~~

Section 51. Section 17.89.040 in the Planned Residential Development Zone (PRD) chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.89.040 Contents of complete PRD application.

A. Preliminary PRD. In addition to the applicable requirements of GHMC 19.02.002, a complete application for preliminary PRD shall consist of the following information:

1. An environmental checklist or impact statement, as may be applicable, pursuant to GHMC Title 18;
2. The title and location of the proposed development, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;
3. A written description addressing the scope of the project, gross acreage, the nature and size in gross floor area of each use and the total amount of land in square feet to be covered by impervious surfaces;
4. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site, as well as adjacent parcels and uses;
5. A topographic map delineating contours, existing and proposed, at two-foot intervals and which locates and classifies existing streams, wetlands, steep slopes and other natural features and/or critical areas;
6. Plans drawn to a scale no smaller than one inch equals 30 feet showing the proposed location and size of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas;
7. A circulation plan drawn to a scale acceptable to the public works director illustrating all access points for the site and the proposed size and location of driveways, streets and roads that have immediate impact on public rights-of-way;
8. Utility, drainage and stormwater runoff plans;
9. A plan of all proposed landscaping including buffers and screening to be used as well as identification of areas of significant vegetation proposed to be retained;
10. A statement explaining how the proposed PRD is consistent with and implements the city of Gig Harbor comprehensive plan, the designation under the comprehensive plan, current zone classification, and desired zone classification;
11. A narrative describing how the proposed PRD provides substantial additional benefit to the citizens of the city of Gig Harbor (the benefit accruing as a result of implementation of the PRD process as opposed to following the development standards of the underlying zone) and how it is proposed the additional amenities and benefits should apply to the percentage of additional density and/or height being requested;
12. A map of the area, with area proposed for rezone outlined in red; and
- ~~13. Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County auditor's office.~~
13. A complete application for design review as required under GHMC 17.98.040.

B. Final PRD. In addition to the applicable requirements of GHMC 19.02.002, a complete application for final PRD approval shall consist of the following information:

~~1. Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County auditor's office;~~

~~2. A complete application for design review as required under GHMC 17.98.040.~~

1. A copy of the approved preliminary PRD plans; and

2. Final PRD plans drawn to a scale no smaller than one inch equals 30 feet showing the items required by GHMC 17.89.040(A)(5-9); and

3. A written statement on how the final PRD complies with the approved preliminary PRD and any conditions of preliminary PRD approval.

Section 52. Subsections 17.90.030(B, E and F) in the Planned Unit Development chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

17.90.030 Permit application procedures.

* * *

~~B. Duration of Approval and Expiration of Preliminary PUD. Within five years of the date of the preliminary PUD approval, an application shall be submitted for final PUD approval, otherwise, the preliminary PUD approval shall expire. Building construction on the project must commence within 12 months from the date of the final approval; otherwise, preliminary PUD approval becomes null and void. The duration of preliminary PUD approval and expiration shall be governed by GHMC Section 19.02.008.~~

* * *

E. Design Review. The applicant shall submit an application for design review approval concurrent with the preliminary PUD application. ~~The hearing examiner shall be present at the design review board hearings as necessary to ensure coordination of decisionmakers as allowed under GHMC 19.01.002(C).~~

~~F. Extensions. Knowledge of the expiration date and initiation of a request for an extension of time is the responsibility of the applicant. Requests for an extension of time must be submitted to the planning department at least 30 days prior to the expiration of PUD approval. The planning department shall schedule the request for extension for public hearing before the hearing examiner. One extension is the maximum to be granted and it shall be for no more than one year and the PUD may be subject to any new or amended regulations, requirements, policies or standards which are adopted after the original date of approval, unless 50 percent or more of the on-site work has been completed.~~

Section 53. Section 17.90.040 in the Planned Unit Development chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.90.040 Contents of a complete preliminary PUD application.

A. Preliminary PUD. In addition to the applicable requirements of GHMC 19.02.002, a complete application for preliminary PUD approval shall consist of the following information:

1. An environmental checklist or impact statement, as may be applicable, pursuant to GHMC Title 18;
2. The title and location of the proposed development, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;
3. A written description addressing the scope of the project, gross acreage, the nature and size in gross floor area of each use and the total amount of land in square feet to be covered by impervious surfaces;
4. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site, as well as adjacent parcels and uses;
5. A topographic map delineating contours, existing and proposed, at two-foot intervals and which locates and classifies existing streams, wetlands, steep slopes and other natural features and/or critical areas;
6. Plans drawn to a scale no smaller than one inch equals 30 feet showing the proposed general location and size of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas;
7. A circulation plan drawn to a scale acceptable to the public works director illustrating all access points for the site and the proposed size and location of driveways, streets and roads that have immediate impact on public rights-of-way;
8. Utility, drainage and stormwater runoff plans;
9. A plan of all proposed landscaping including buffers and screening to be used as well as identification of areas of significant vegetation proposed to be retained;
10. A statement explaining how the proposed plan is consistent with and implements the city of Gig Harbor comprehensive plan, the designation under the comprehensive plan, current zone classification, and desired zone classification;
11. A narrative describing how the proposal provides substantial additional benefit to the citizens of the city of Gig Harbor (the benefit accruing as a result of implementation of the PUD process as opposed to following the development standards of the underlying zone), and how it is proposed the additional amenities and benefits should apply to the percentage of additional density or gross floor area, or additional height being requested;
12. A complete application for design review as required by GHMC 17.98.040;
13. A map of the area, with the area proposed for any rezone outlined in red; and
14. ~~Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County auditor's office.~~

B. Final PUD. In addition to the applicable requirements of GHMC 19.02.002, a complete application for final PUD approval shall consist of the following information:

~~1. Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County auditor's office.~~

1. A copy of the approved preliminary PUD plans; and

2. Final PUD plans drawn to a scale no smaller than one inch equals 30 feet showing the items required by GHMC 17.89.040(A)(5-9); and

3. A written statement on how the final PUD complies with the approved preliminary PUD and any conditions of preliminary PUD approval.

Section 54. Subsection 17.91.040(F) in the Mixed Use District Overlay (MUD) Chapter 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 Height. The maximum height of a structure shall not exceed 35 feet.

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.

10. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

11. Site Plans. The site plan review process established under Chapter 17.96 GHMC shall apply to all uses and development within this district.

Section 55. Section 17.94.020 in the Land Clearing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.94.020 Purposes and permit criteria.

~~These regulations are adopted for the following purposes and the planning director shall consider such purposes as criteria or standards for the issuance of land clearing permits under GHMC 17.94.040:~~ It is the purpose of this chapter:

A. To promote the public health, safety, and general welfare of the citizens of the city;

B. To preserve and enhance the city's physical and aesthetic character by preventing indiscriminate removal or destruction of trees and ground cover on undeveloped and partially developed property;

C. To promote land development practices that result in a minimal disturbance to the city's vegetation and soils;

D. To minimize surface water and ground water runoff and diversion and to prevent erosion and reduce the risk of slides;

E. To minimize the need for additional storm drainage facilities;

F. To retain clusters of trees for the abatement of noise and for wind protection;

G. To promote building and site planning practices that are consistent with the city's natural topographical and vegetational features while at the same time recognizing that certain factors such as condition (e.g., disease, danger of falling, etc.), proximity to existing and proposed structures and improvements, interference with utility services, protection of scenic views, and the realization of a reasonable enjoyment of property may require the removal of certain trees and ground cover;

H. To reduce siltation and water pollution in the harbor;

I. To implement the goals and objectives of the Washington State Environmental Policy Act;

J. To implement and further the city's comprehensive plan;

K. It is not the intent or purpose of this chapter to prevent the reasonable development of land in the city.

Section 56. Section 17.94.040 in the Land Clearing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.94.040-Permits Applicability.

No person, corporation, or other legal entity shall engage in or cause ~~land clearing removal or destruction of trees or groundcover from, or grade any undeveloped or partially developed land, public or private in the city without having obtained a land clearing permit from the planning director.~~

Section 57. Section 17.94.050 in the Land Clearing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.94.050 Exemptions.

The following shall be exempt from the provisions of this chapter:

A. Type III project permit applications as defined in GHMC Title 19, site plan review applications pursuant to Chapter 17.96 GHMC, building permit applications and civil permit applications, as now or hereafter amended; provided, that land clearing on such projects shall take place only after approval by the city and shall be in accordance with such approval;

B. The installation and maintenance of fire hydrants, water meters, and pumping stations, and street furniture by the city or its contractors;

C. Removal of trees and ground cover in emergency situations involving immediate danger to life or property or substantial fire hazards;

D. Removal of diseased, dead or dying trees upon written verification by a qualified arborist or landscape architect or landscape contractor which states that removal of the trees is essential for the protection of life, limb, or property and which statement is filed with the code official;

E. Selective cutting or removal of trees or ground covers for purposes of general property and utility maintenance, landscaping or gardening; provided, that this exemption shall not apply to any land clearing which eliminates both trees and ground cover from 25 percent of the area of a lot or parcel of land; provided further, that said exemption shall not apply to cutting or removal which includes the use of a bulldozer, skidder, backhoe, or similar mechanical equipment for the purpose of cutting or removing of standing timber and the stacking or loading of trees or timber. This shall not be construed to eliminate the requirement of permits for land clearing for the purpose of developing the property with substantial permanent improvements such as roads, parking, driveways, utilities, or buildings.

Section 58. A new Section 17.94.055 is hereby added to the Land Clearing chapter of the Gig Harbor Municipal Code, which shall read as follows:

17.94.055 Land clearing permit review, approval and duration.

A. Applications for a land clearing permit shall be processed in accordance with the procedures established under GHMC Title 19 for a Type I project permit application.

B. Criteria of approval. The director shall approve applications for a land clearing permit only if all of the following criteria are met:

1. The land clearing is consistent with the purposes of this chapter outlined in GHMC 17.94.020; and

2. The land clearing complies with Chapter 17.78 GHMC Landscaping and Screening; and

3. The land clearing complies with Chapter 17.99 GHMC Design Manual.

C. Duration of approval and expiration. Any permit granted hereunder shall expire one year from the date of issuance. Upon a showing of good cause, a permit may be extended for six months by the planning director. Approved plans shall not be amended without authorization of the planning director. The permit may be suspended or revoked by the planning director because of incorrect information supplied or any violation of the provisions of this chapter.

D. Failure to obtain a forest practice application, where applicable, with the stated intent of land conversion as defined in RCW 76.09.020(8) shall be grounds for denial of any and all applications for permits or approvals, including building permits and subdivision approvals, relating to nonforestry uses of the land for a period of six years, in accordance with RCW 76.09.060(3).

Section 59. Section 17.94.060 in the Land Clearing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.94.060 Requirements for a complete application.

~~Land clearing permits are a Type I permit application.~~ A complete application for a land clearing permit shall be submitted on the application form provided by the city, together with information required under GHMC Title 19 for a completed application, and including the following:

A. A plot plan containing the following information:

1. Date, north arrow and adequate scales as determined by the planning director;
2. Prominent physical features of the property including, but not limited to, topography, critical areas and watercourses;
3. General location, type, range of size, and condition of all trees and ground cover, including the species, size and accurate location of all healthy trees having a trunk diameter of at least six inches as measured 54 inches above grade within the property subject to the application;
4. Identification ~~by areas~~ of trees and ground cover which are to be removed;
5. A topographic map of the property, delineating contours, existing and proposed, at no greater than five-foot intervals. The plan shall indicate all proposed cuts, fills and retaining wall heights;
6. Any existing improvements on the property including, but not limited to: structures, driveways, ponds, and utilities;
7. Information indicating the method of drainage and erosion control, and restoration of land during and following the clearing operation;

B. Identification of tree protection techniques;

~~B. Any permit granted hereunder shall expire one year from the date of issuance. Upon a showing of good cause, a permit may be extended for six months by the planning director. Approved plans shall not be amended without authorization of the planning director. The permit may be suspended or revoked by the planning director because of incorrect information supplied or any violation of the provisions of this chapter.~~

~~C. No work shall commence until a permit notice has been posted by the applicant on the subject site at a conspicuous location. The notice shall remain posted in said location until the project has been completed.~~

~~D. Failure to obtain a forest practice application, where applicable, with the stated intent of land conversion as defined in RCW 76.09.020(4) shall be grounds for denial of any and all applications for permits or approvals, including building permits and subdivision approvals, relating to nonforestry uses of the land for a period of six years, in accordance with RCW 76.09.060(3)(b).~~

Section 60. Section 17.96.010 in the Site Plans chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.010 Intent.

This chapter is intended to provide procedures for the review of site plan applications. Site plan review is intended to insure that development projects ~~carried out in given zoning districts~~ are executed in a manner consistent with existing ordinances concerning public utilities, traffic, facilities and services and provide unified site design, access, landscaping, screening, building placement and parking lot layout. The site plan review process is ~~not intended to review and determine the appropriateness of a given use on a given site.~~ It is intended to insure that development of a site will provide the features necessary to protect the health, safety and general welfare of the citizens of the city.

Section 61. Section 17.96.020 in the Site Plans chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.020 Applicability.

~~Site plan review and approval shall be required prior to issuance of a building permit when provided under this chapter. Site plan review shall be required for the following:~~

~~A. All new nonresidential uses for the location of any building or any multifamily development in which more than two dwelling units would be contained. Planned unit developments and divisions of land into four lots or less are exempted from review.~~

~~B. The expansion of any building or development as defined in GHMC 17.96.020(A) exceeding 20 percent of the existing floor or site area, or any 1,000-square foot addition or increase in impervious coverage thereto, whichever is the lesser.~~

The provisions of this chapter shall apply to all changes of use, new construction, expansion or alteration of the use of land unless expressly exempted by this chapter. No use shall be established, no structure erected or enlarged, and no other improvement or construction undertaken except as shown upon an approved site plan which is in conformance with the requirements set out in this title.

Section 62. A new Section 17.96.025 is hereby added to the Site Plans chapter of the Gig Harbor Municipal Code, which shall read as follows:

17.96.025 Exemptions.

The following are exempt from the site plan review provisions of this chapter:

- A. Single-family and duplex dwellings on lots of record and any appurtenance thereto;
- B. Subdivisions and short plats;
- C. Planned unit developments and planned residential developments;
- D. Modifications to the interior of an existing structure that does not change the use;
- E. Change in use of an existing structure, provided the change in use does not increase the number of required off-street parking spaces and does not require a change of use capacity evaluation as provided for in GHMC 19.10.004;
- F. Normal maintenance and repair of existing improvements, facilities and structures;
- G. Installation and replacement of underground utilities located in public rights-of-way and approved utility easements or corridors;
- H. Utility pump stations, utility boxes and utility vaults;
- I. Removal of underground tanks when the site is restored to the condition prior to removal;
- J. Removal of all buildings and structures on a site together with the discontinuance of use of the land and buildings;
- K. Special uses as provided for in Chapter 17.65 GHMC;
- L. Uses allowed in approved common areas as provided for in GHMC Section 17.99.280;
- M. Land clearing as provided for in Chapter 17.94 GHMC;
- N. Temporary trailers as provided for in GHMC Section 17.01.090.
- O. Sign permits as provided for in Chapter 17.80 GHMC.

Section 63. Section 17.96.030 in the Site Plans chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.030 Site plans and review.

Any use or development that is subject to the requirements for a site plan review, unless exempt as provided for in GHMC 17.96.025, prior to issuance of building permits shall be classified and processed in accordance with the procedures established under GHMC Title 19 for Type III project permit applications as provided for in this section.

~~A. Application. An application for site plan approval may be filed by the property owner, lessee of the property with more than a month to month tenancy or authorized agent of the property owner. These shall be submitted to the planning director for transmittal to the hearing examiner with analysis and recommendation.~~

~~B. Criteria for Approval. The city shall consider approval of the site plans with specific attention to the following:~~

- ~~1. Compatibility with the city's comprehensive plan;~~
- ~~2. Compatibility with the surrounding buildings' occupancy and use factors; and~~

3. All relevant statutory codes, regulations, ordinances and compliance with the same.

The review and decision of the city shall be in accordance with the provisions of Chapter 17.10 GHMC and GHMC Title 19.

A. Minor site plan review.

1. Applications for minor site plan review shall be processed in accordance with the procedures established under GHMC Title 19 for a Type I project permit application. A decision on a minor site plan review application shall be rendered prior to or concurrent with the issuance of any other applicable permit. The following are classified as minor site plan reviews:

a. Change in use of an existing structure which increases the number of required off-street parking spaces and/or requires a change of use capacity evaluation as provided for in GHMC 19.10.004;

b. Modifications to the number of off-street parking stalls, amount of impervious surface and height of structures on an existing site or approved site plan provided such modifications do not exceed a 10% increase over the original;

c. Modifications to the parking lot layout or parking lot landscaping on an existing site or approved site plan;

d. Modifications to the landscaping, common area, or vegetation retention areas provided the modifications do not adversely affect the basic character and quality of such;

e. Modifications to the total amount of gross floor area on an existing site or approved site plan which do not exceed a 10 percent increase over the original or 1,000 square feet increase, whichever is less;

f. Removal of some but not all buildings on a site;

g. Modification or expansion of existing stormwater facilities;

h. Modifications to the conditions of approval of a minor site plan review decision.

2. If a minor site plan review includes any use or development classified as a major site plan review in subsection (B) of this section, the entire project shall be processed under the provisions for major site plan review.

B. Major site plan review.

1. Applications for major site plan review shall be processed in accordance with the procedures established under GHMC Title 19 for a Type II project permit application. The following are classified as major site plan reviews:

a. Construction of a building or installation of impervious surfaces on a vacant parcel;

b. Modifications to an existing site or approved site plan which are not classified as a minor site plan review in subsection (A) of this section or are exempt from site plan review under GHMC 17.96.025;

c. Any development subject to a SEPA threshold determination pursuant to GHMC Chapter 18.04;

d. Creation of new regional stormwater ponds;

e. Establishment of a new use or change of use which is not located in an existing building;

f. Modifications to the conditions of approval of a major site plan review decision.

2.If a SEPA threshold determination for a development requiring major site plan review is appealed, the major site plan review application shall be processed in accordance with the procedures established under GHMC Title 19 for a Type III project permit and the SEPA open record appeal hearing shall be consolidated with the Type III project permit open record hearing.

C. A minor or major site plan review application that is part of a project that requires additional applications with other procedure types may be processed collectively under the highest numbered procedure for any application unless the applicant chooses to have each application processed individually following the permit processing procedures in GHMC 19.01.002(B).

Section 64. A new Section 17.96.035 is hereby added to the Site Plans chapter of the Gig Harbor Municipal Code, which shall read as follows:

17.96.035 Criteria for site plan approval

The director shall approve applications for minor and major site plan review only if all of the following criteria are met:

- A. The site plan is compatible with the surrounding uses; and
- B. The site plan is compliant with all relevant statutory codes, regulations, ordinances.

Section 65. Section 17.96.040 in the Site Plans chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.040 Preliminary site plan conference.

~~Prior to applying for site plan review, a developer may present to city staff a preliminary site plan, which shall contain in a rough and approximate manner all of the information required on the site plan application. The purpose of the conference is to enable the developer to obtain the advice of city staff as to the intent, standards and provisions of this chapter with regard to the proposed plan. Information presented for preliminary site plan discussion shall be considered confidential. Refer to GHMC Section 19.02.001 for optional preapplication conference procedures.~~

Section 66. Section 17.96.050 in the Site Plans chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.050 Contents of a complete application.

Each application for site plan review shall contain the following information, if applicable to the application:

- A. Environmental Checklist. A complete, signed environmental checklist when required;
- B. General Information. The title and location of the proposed development, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone

number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

C. Project Description. A written description addressing the scope of the project, the nature and size in gross floor area of each use, and the total amount of square feet to be covered by impervious surfaces;

D. Vicinity Map. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site;

E. Topographic Map. A topographic map based upon a site survey delineating contours, existing and proposed, at no less than five-foot intervals and which locates existing streams, marshes critical areas and other natural features;

F. Site Plan. Site plans drawn to a scale no smaller than one inch equals ~~50~~ 30 feet showing location and size of uses and structures, buffer areas, proposed areas of disturbance or construction outside of the building footprint, yards, open spaces and landscaped areas and any existing structures, easements and utilities. For site plans which cannot fit on a single 24x36 inch sheet at a scale of one inch equals 30 feet, provide one 24x36 inch sheet which shows the entire site plan, in addition to providing tiled site plans at one inch equals 30 feet;

G. Circulation Plan. A circulation plan ~~drawn to a scale acceptable to the public works director~~ illustrating all access points for the site, the size and location of all driveways, streets and roads with proposed width and outside turning radius, the location, size and design of parking and loading areas, and existing and proposed pedestrian circulation system; ~~-. If a project would generate more than 10 peak hour trips, a traffic impact study prepared by a qualified transportation planner or professional engineer shall be submitted;~~

H. ~~A preliminary drainage and stormwater runoff plan;~~ Public Works Checklist. All applicable items listed on the Public Works land use application intake checklist;

I. ~~A utility plan;~~

J I. Landscape Plan. A plot plan of all proposed landscaping including the treatment and materials used for open spaces, and the types of plants and screening to be used. A landscape plan meeting the requirements of GHMC 17.78.030;

K.J. ~~Typical building elevation and architectural style;~~ Design Review. A complete design review application meeting the applicable requirements of GHMC 17.98.040.

L. ~~A listing of the names and addresses of property owners of record within 300 feet of the project property, including preprinted labels bearing the names and addresses of the property owners of record within 300 feet of the project property.~~

Section 67. Section 17.96.060, in the Site Plans chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 68. Section 17.96.070 in the Site Plans chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.96.070 Duration of approval and expiration.

~~Construction on the project must commence within 24 months from the date of final action by the city; otherwise, the approval of the project becomes null and void. The duration of site plan review approvals and permit expirations shall be governed by GHMC Section 19.02.008.~~

Section 69. Section 17.96.080, in the Site Plans chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 70. Subsection 17.97.050(C)(2) in the Historic Preservation chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.97.050 Review of changes to properties listed on the city's register of historic places.

* * *

C. Review Process.

* * *

2. Review of Permits to Work on a Property Listed on the Register of Historical Properties. The ~~community development~~ director or designee shall report any application for a permit to work on a designated city register property to the DRB. If the activity is not exempt from review, the staff shall notify the applicant of the review requirements. The city shall not issue any permit for work on a designated city register property until a certificate of appropriateness or a waiver is received from the DRB, but shall work with the DRB in providing information on required building and fire code requirements.

* * *

Section 71. Subsection 17.98.030(A) in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.030 Design manual chapter applicability.

A. General Applicability. Chapter 17.99 GHMC, Design Manual, applies to all proposals to subdivide land under the provisions of GHMC Title 16 and to all proposals to build, locate, construct, remodel, alter or modify any facade on any structure or building or other visible element of the facade of the structure or building or site, including, but not limited to: landscaping, parking lot layout, signs, outdoor furniture in public or commercial locations, outdoor lighting fixtures, fences, walls and roofing materials (hereafter referred to as outdoor proposals), as described in Chapter 17.99 GHMC, Design Manual. Design review approval is required for all outdoor proposals which require a building permit, ~~clearing and grading permit~~, or which are part of a project or development requiring a site plan, short plat, subdivision, conditional use permit or utility extension agreement.

* * *

Section 72. Section 17.98.040 in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.040 Design review application requirements.

A complete design review application shall contain the following information:

A. Site Layout. A plan, drawn to scale no smaller than one inch equals 30 feet showing location and size of all structures, critical areas, required buffer areas, required yards, landscape areas, open spaces, common areas or plazas, walkways, retaining wall locations, storm water retention facilities, and parking and vehicle maneuvering areas.

B. Significant Vegetation Plan. A significant vegetation plan which accurately identifies the species, size and location of all significant vegetation within the property subject to the application.

C. Tree Retention Plan. A landscape plan showing the species, size and location of all significant natural vegetation to be retained on the property.

D. Preliminary Site Section Drawings. Section drawings which illustrate existing and proposed grades.

E. Preliminary Grading Plan. A topographic map of the property, delineating contours, existing and proposed, at no greater than five-foot intervals. The plan shall indicate all proposed cuts, fills and retaining wall heights and include areas of disturbance necessary to construct all retaining walls, structures and impervious surfaces.

F. Preliminary Utilities Plan. A utilities plan showing the location and type of any utilities proposed in critical areas, critical area buffers and natural vegetation retention areas.

G. Paving Materials. A description of proposed pedestrian and vehicular paving materials; include proposed type (asphalt, concrete, pavers, etc.), color, scoring and texture.

H. Elevation Drawings. Complete elevation drawings of all buildings showing dimensions and proposed materials including roofing, siding, windows and trim. Drawings shall include conceptual trim and cornice design, ~~and~~ roof pitch, and solid/void ratio and siding material calculations. If landscaping is proposed to soften or mitigate architectural modulation or details, additional elevation drawings showing proposed landscaping shall be provided.

I. Sign Plan. A sign plan showing the general location, type and size of signage on buildings.

J. Equipment Screening. A description of how all mechanical and utility equipment will be screened.

K. Color and Material Palette. A schematic color and material palette of the building's exterior siding, trim, cornice, windows and roofing. If alternative design review board review is requested, material and color samples shall be provided.

L. Fencing. The location and description of any proposed fencing.

M. Light Fixtures. A cutsheet showing typical parking and building lighting which includes pole height and mounting height. If proposed fixtures are near critical areas or natural vegetation retention areas, shielding shall be shown.

N. Accessories. The location of all outdoor furniture, trash receptacles and accessories.

O. ~~Design Review Board~~ Alternative Design Review. A request for alternative design review ~~by the design review board~~ shall include a written statement addressing the criteria for approval as set forth in GHMC 17.98.055, 17.98.056, 17.98.058 or 17.98.060, as applicable.

Section 73. Section 17.98.045 in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.045 Design review process.

A. The applicant shall follow the appropriate review process contained within this chapter based upon the project and whether or not the application or portions thereof strictly conform to the specific requirements of Chapter 17.99 GHMC.

B. An application for design review may be submitted prior to the submission of an underlying project permit application for a development on the same property; however, a complete underlying project permit application shall not be processed without a complete design review application.

C. ~~Administrative~~ Design review, as set forth in GHMC 17.98.050, is a ~~Type II~~ Type I application and shall be processed as set forth in GHMC Title 19 as supplemented by the procedures set forth in this chapter.

D. ~~A notice of application shall be issued for a complete design review application, as set forth in GHMC Title 19 for a Type III project permit application.~~ Alternative design review is a Type II application and shall be processed as set forth in GHMC Title 19 as supplemented by procedures set forth in this chapter. The following are classified as alternative design review:

1. Design review board recommendation as set forth in GHMC 17.98.055;
2. Minor adjustments to a DRB review as set forth in GHMC 17.98.056;
3. Administrative review of alternative designs as set forth in GHMC

17.98.058.

4. Exceptions as set forth in GHMC 17.98.060.

E. A design review application that is part of a project that requires additional applications with other procedure types may be processed collectively under the highest numbered procedure for any application unless the applicant chooses to have each application processed individually following the permit processing procedures in GHMC 19.01.002(B).

F. ~~The~~ A notice of application for the following types of new development shall be forwarded to all members of the design review board (DRB) ~~pursuant to~~ GHMC 19.02.004:

1. Nonresidential development;
2. Multifamily residential development as defined in GHMC 17.04.290;
3. Subdivisions;
4. Public projects, except for normal maintenance and repair.

Section 74. Section 17.98.050 in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.050 Administrative approval.

An applicant may request administrative processing of a design review application or portions thereof if it conforms to the specific requirements of Chapter 17.99 GHMC. The director shall process a request for administrative review as follows:

A. Applications for all projects will be available at the ~~community development planning~~ department and the DRB members may independently review any application outside of their public meeting. Within two weeks after the date of the notice of application, individual DRB members may submit written comments to the director, identifying design elements that they believe do not comply with the specific requirements of the design manual.

B. If the director receives comments from DRB members that certain design elements of an application do not comply with the specific requirements of the design manual, the director shall reevaluate whether the application should be processed administratively or through the design review board process. If the director finds that the application or portion of application should follow the design review board recommendation process because it does not conform to the specific requirements of design manual, the director shall notify the applicant. The applicant may then choose to amend the application or request review by the design review board.

C. The application shall be reviewed by the director for compliance with the specific requirements of Chapter 17.99 GHMC. The director shall issue a decision approving the application or portions thereof if he/she finds that the application or portions of the application satisfy the specific requirements of Chapter 17.99 GHMC, Design Standards, or deny the application if such codes and standards are not satisfied. The director shall render the decision as set forth in GHMC 17.98.070 and ~~19.05.009~~ 19.02.007.

Section 75. Section 17.98.055 in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.055 Design review board recommendation.

An applicant may request review by the design review board (DRB) of an application or portions thereof which do not strictly conform to the specific requirements of Chapter 17.99 GHMC, Design Manual. A request for review by the DRB for an alternative design shall be processed as follows:

A. The board may recommend approval of alternative design solutions to specific requirements only if all of the following criteria are met:

1. The alternative design represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and

2. The alternative design meets the intent of the general requirements of Chapter 17.99 GHMC, Design Manual.

B. The DRB shall not consider or recommend approval of any deviation from dimensional or numeric standards stated within the text of any general requirements, or from minimum setback standards, maximum height standards or zone transition building size standards stated in specific requirements of Chapter 17.99 GHMC. Approval to deviate from these standards must be obtained through

the variance process defined in Chapter 17.66 GHMC and not through the design review board recommendation process.

C. Design Review Board Meeting. The board shall hold a public meeting on the application or portions thereof at the earliest available DRB meeting after the notice of application and public meeting has been published.

1. The public meeting shall be noticed as follows:

a. Not less than 14 days prior to the meeting date, the planning staff shall send notice of a public meeting to property owners within 300 feet of the subject property and to others who have submitted comments and/or requested notice.

b. Notice of the public meeting shall be posted on the subject property not less than seven days prior to the meeting date. Notice shall be posted in the manner required by GHMC 19.03.001(A)(4).

c. Notice of the public meeting shall be published in the city's official newspaper not less than seven days prior to the meeting date.

d. The notice of the public meeting shall contain all items listed in GHMC 19.03.003(A).

2. The applicant shall have an opportunity to make a presentation on the proposed alternative designs at the public meeting.

3. The public shall be allowed to comment on the application.

4. The DRB shall deliberate on the application and presentation and shall make findings and a recommendation on the application or portions thereof as per GHMC 17.98.070.

5. After the public meeting, the city staff shall draft the board's findings and recommendation on the application or portions thereof.

~~D. Public Hearing. Once the board makes a recommendation on a complete application, an open public hearing before the hearing examiner shall be scheduled for the application, which shall include the board's recommendation, or both the application and the underlying permit application. Notice of the public hearing before the hearing examiner shall be sent as provided in GHMC 19.03.003.~~ Decision. Once the board makes a recommendation on the complete application, the director shall consider the recommendation and make a decision on the design review application. The director shall render the decision as set forth in GHMC 17.98.070 and 19.02.007.

Section 76. Section 17.98.056 in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.056 Minor adjustments to ~~hearing examiner decisions~~ DRB review.

Minor adjustments to a final, approved ~~hearing examiner decision~~ on a design review board recommendation may be considered by the director prior to building permit issuance.

A. The director may not consider changes to the ~~hearing examiner's~~ original decision involving any deviation from dimensional or numeric standards stated within the text of any general requirements, or from minimum setback standards, maximum height standards or zone transition building size standards stated in

specific requirements of Chapter 17.99 GHMC. Approval to deviate from these standards must be obtained through the variance process defined in Chapter 17.66 GHMC.

B. The director shall have the authority to approve a minor adjustment if all of the following criteria are met:

1. The minor adjustment does not substantially modify the ~~final hearing examiner~~ original decision; and

2. The minor adjustment does not substantially modify the approved architecture, site layout, natural vegetation retention areas and grading; and

3. The minor adjustment represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and

4. The minor adjustment meets the intent of the general requirements of Chapter 17.99 GHMC, Design Manual.

C. The director shall render a decision on a minor adjustment as set forth in GHMC 17.98.070 and ~~19.05.009~~ 19.02.007.

D. Notice of the director's decision on the minor adjustment shall be sent to all parties of record for the ~~final hearing examiner~~ original decision and to the design review board members, in addition to those parties required to be noticed by GHMC ~~19.05.008~~ 19.02.007.

Section 77. Section 17.98.058 in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.058 Administrative review of alternative designs.

An applicant may request review by the director of an application or portions thereof which do not strictly conform to the specific requirements of Chapter 17.99 GHMC, Design Manual, for certain underlying project permit applications.

A. Only the following underlying project permit applications are eligible for administrative review of an alternative design:

1. Single-family (detached only) and duplex dwelling building permit applications for remodel or new construction on lots of record, and their accessory structures;

2. Tenant improvement applications.

B. The director shall have the authority to approve, or approve with conditions, alternative design solutions to specific requirements only if all of the following criteria are met:

1. The alternative design represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and

2. The alternative design meets the intent of the general requirements of Chapter 17.99 GHMC, Design Manual.

C. The director shall not approve any deviation from dimensional or numeric standards stated within the text of any general requirements, or from minimum setback standards, maximum height standards or zone transition building size standards stated in specific requirements of Chapter 17.99 GHMC. Approval to

deviate from these standards must be obtained through the variance process defined in Chapter 17.66 GHMC.

D. The director shall render a decision on an alternative design as set forth in GHMC 17.98.070 and ~~19.05.009~~ 19.02.007.

E. Notice of the director's decision shall be sent to property owners within 300 feet of the subject property in addition to those parties required to be noticed by GHMC ~~19.05.008~~ 19.02.007.

Section 78. Section 17.98.060 in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.060 Exceptions.

A. Processing. An exception requested under this section shall be processed in conjunction with a design review application, and shall follow the procedures for permit processing by the board as set forth in GHMC 17.98.055. An exception is used in those situations in which an applicant does not provide an alternative design to the requirements of Chapter 17.99 GHMC, Design Manual.

B. The requirements for a complete design exception application are:

1. Submittal of a complete design review application as set forth in GHMC 17.98.040.

2. A written statement describing the requested exception.

3. A written statement justifying the granting of the requested exception pursuant to the criteria of subsection D of this section.

C. Board Action. The board shall issue a recommendation to the ~~hearing examiner~~ director on an exception application.

D. Criteria for Approval. All of the following circumstances must be shown to exist for approval of a design exception:

1. Special conditions and circumstances exist which render a specific requirement of Chapter 17.99 GHMC, Design Manual, unnecessary, given the location and intended use of the proposed development;

2. The special conditions and circumstances are characteristic of the proposed general use of a site and not of a specific tenant;

3. The special conditions and circumstances are not representative of typical retail, professional office or residential type development which may be allowed within the zoning district;

4. The requested exception is based upon functional consideration rather than economic hardship, personal convenience or personal design preferences;

5. Architectural changes in the project design as a result of the exception have been sufficiently compensated by other architectural embellishments, and site plan changes as a result of the exception have been sufficiently compensated by other site amenities; and

6. The requested exception will not result in a project which is inconsistent with the intent and general scope of the standards of Chapter 17.99 GHMC, Design Manual.

Section 79. Section 17.98.070 in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.070 Recommendations, decisions and appeals.

A. The decision rendered by the director or the recommendation by the design review board shall be in writing. The design review board chair shall sign the recommendation to be forwarded to the ~~hearing examiner~~ director.

B. The decision/recommendation shall describe the facts surrounding the application; the applicable provisions of Chapter 17.99 GHMC, Design Manual, triggered by the application; include an analysis of the facts and applicable design manual provisions to the facts; and shall include conclusions supporting the approval, denial or recommendation for approval or denial under Chapter 17.99 GHMC, Design Manual.

C. ~~An administrative design review decision of the director may be appealed as set forth in GHMC Title 19 for a Type H I project permit application. A recommendation of the design review board on an application or exception will be acted upon by the hearing examiner in an open record hearing either on the design review application or the underlying project permit application. An alternative design review decision may be appealed as set forth in GHMC Title 19 for a Type II project permit application.~~

Section 80. Section 17.98.080, in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 81. Section 17.98.090 in the Design Standards and Review chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.090 Duration of approval and expiration.

~~Construction on projects that receive design approval must commence within 24 months from the date of final design approval; otherwise, the approval of the project becomes null and void. The duration of design review approval and permit expiration shall be governed by GHMC Section 19.02.008.~~

Section 82. Section 17.99.340 in the Design Manual chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.340 Fences.

The following standards are applicable to all uses and development:

A. Choose fence materials carefully (IBE).

Fences shall be constructed of wood, wrought iron, brick, stone or concrete block (CMU). Smooth-faced concrete block must have a veneer finish on the side visible to the public's view. In commercial areas or recreation centers in residential areas, black, dark brown or other dark-toned, vinyl-coated chain link attached to wood posts and rails is permitted. Other materials which have the general appearance and visual quality of approved fence materials may be

approved by the ~~community development~~ director. However, the use of plywood or composition sheeting as a fence material is not permitted.

Section 83. Subsections 18.04.230(B and F) in the Environmental Review (SEPA) chapter of the Gig Harbor Municipal Code are hereby amended, to read as follows:

18.04.230 Appeals.

* * *

B. Notice of Decision.

1. In the notice of decision issued by the city pursuant to GHMC ~~19.05.009~~ 19.02.007 and for every decision for which an appeal is available in this section, the SEPA responsible official shall give official notice of the date and place for commencing an appeal. The notice shall include:

a. Notice that the SEPA issues must be appealed within the time limit set by statute or ordinance for appealing the underlying governmental action;

b. The time limit for commencing the appeal of the underlying governmental action and SEPA issues, and the statute or ordinance establishing the time limit;

c. Where the appeal may be filed.

2. Written notice shall be provided to the applicant, all parties to any administrative appeal and all persons who have requested notice of decisions concerning the project. Such notice may be appended to the permit, the decision documents, the SEPA compliance documents or may be printed separately.

* * *

F. Timing of Appeal.

1. SEPA Decision Issues at the Same Time as Underlying Action. An appeal of a SEPA decision that issued at the same time as the decision on a project action shall be filed within 14 days after issuance of a notice of decision under GHMC ~~19.05.009~~ 19.02.007 (or RCW 36.70B.130), ~~or after notice that a decision has been made and is appealable.~~

2. SEPA Decision Allows Public Comment. For a DNS or MDNS for which public comment is required (under this chapter), the appeal period shall be extended for an additional seven days.

3. SEPA Threshold Decision Issues Prior to Decision on Underlying Action. An appeal of a threshold decision issued prior to a decision on a project action shall be filed within 14 days after notice that the decision has been made and is appealable.

* * *

Section 84. Section 18.08.206 in the Critical Areas chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.206 Reasonable use exceptions.

If the application of this chapter would preclude all reasonable use of a site, development may be permitted, consistent with the general purposes and intent of this chapter. Applications for a reasonable use permit shall be processed in accordance with the procedures established under GHMC Title 19 for a Type III project permit application.

A. Information Required. An application for a reasonable use exception shall be in writing to the department director and shall include the following information:

1. A description and map of the area of the site which is within a critical resource area or within the setbacks or buffers as required under this title;
2. The area of the site which is regulated under the respective setbacks (minimum yards) and maximum impervious coverage of the zoning code (GHMC Title 17);
3. An analysis of the impact that the amount of development proposed would have on the critical area as defined under this title;
4. An analysis of whether any other reasonable use with less impact on the critical area and buffer area, as required, is possible;
5. A design of the project as proposed as a reasonable use so that the development will have the least practicable impact on the critical area;
6. A description and analysis of the modification requested of the minimum requirements of this title to accommodate the proposed development;
7. Such other information as may be required by the department which is reasonable and necessary to evaluate the reasonable use respective to the proposed development.

B. Findings for Approval of Reasonable Use Exception. If an applicant successfully demonstrates that the requirements of this title would deny all reasonable use of a site, development may be permitted. The ~~department director~~ hearing examiner shall make written findings as follows:

1. There is no feasible alternative to the proposed development which has less impact on the critical area;
2. The proposed development does not present a threat to the public health, safety or welfare;
3. Any modification of the requirements of this title shall be the minimum necessary to allow for the reasonable use of the property;
4. The inability of the applicant to derive a reasonable use of the property is not the result of actions by the applicant which resulted in the creation of the undevelopable condition after the effective date of the ordinance codified in this title;
5. The proposal mitigates the impacts to the critical area to the maximum extent practicable, while maintaining the reasonable use of the site;
6. That all other provisions of this chapter apply excepting that which is the minimum necessary to allow for the reasonable use of the site or property. The ~~director~~ hearing examiner may impose any reasonable conditions on the granting of the reasonable use exception, consistent with the minimum requirements of this chapter.

~~C. Notification of Decision. A decision by the director under this section shall be provided, in writing, to the applicant and all property owners adjacent to or abutting the site. The applicant shall be responsible for providing a current listing of all adjacent property owners along with application for a reasonable use exception. Notice of the decision shall be provided as set forth in GHMC 19.02.007.~~

~~D. Appeal of Director's Decision. The decision of the director on a reasonable use exception may be appealed in accordance with the procedures established under GHMC Title 19.~~

~~E. Limits of Applying Reasonable Use Exception. A reasonable use exception shall only be considered in those situations where a reasonable use would be prohibited under this title. An applicant who seeks an exception from the minimum requirements of this title shall request a variance under the provisions of this title.~~

~~F. Time Limitation. A reasonable use exception shall be valid for a period of two years, unless an extension is granted by the department at least 30 days prior to the expiration date. Any extension granted shall be on a one-time basis and shall be valid for a period not to exceed one year. The time limit is void if the applicant fails to procure the necessary development permit within the time allotted. The department may grant a time extension if:~~

- ~~1. Unforeseen circumstances or conditions necessitate the extension of the development exception; and~~
- ~~2. Termination of the development exception would result in unreasonable hardship to the applicant, and the applicant is not responsible for the delay; and~~
- ~~3. The extension of the development exception will not cause adverse impacts to environmentally sensitive areas.~~

~~F. Duration of Approval and Expiration. The duration of reasonable use exception approval and permit expiration shall be governed by GHMC Section 19.02.008.~~

Section 85. Subsection 18.10.060(A) in the Flood Hazard Construction Standards chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.10.060 Administration.

A. Establishment of Development Permit – Flood Hazard Permit Required. A flood hazard permit shall be obtained before construction or development begins within any area of special flood hazard established in GHMC 18.10.050. The permit shall be for all structures including manufactured homes, as set forth in GHMC 18.10.040, Definitions, and for all development including fill and other activities, also as set forth in GHMC 18.10.040. However, structures that are excluded from the definition of substantial improvement shall not be subject to the flood hazard permit requirement. The permit shall be exempt from the following project permit processing requirements of GHMC Title 19: GHMC 19.01.002(B), Optional Consolidated Permit Processing; GHMC 19.02.003, Submission and acceptance of application; GHMC 19.02.004, Notice of application; RCW 36.70B.060(5) (single staff report with all decisions made as of the date of the report as to all project permits); RCW 36.70B.060(6) (requirement

that there be no more than one open record hearing and one closed record appeal); GHMC ~~19.05.009~~ 19.02.007(A), Notice of final decision; and GHMC ~~19.05.009(A)~~ 19.02.007(B) (completion of application review within any applicable deadline).

* * *

Section 86. Subsection 19.01.002(C) in the Types of Project Permits chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.01.002 Determination of proper procedure type.

* * *

C. Decisionmaker(s). Applications processed in accordance with subsection B of this section which have the same procedure number, but are assigned to different hearing bodies, shall be heard collectively by the highest decisionmaker; the city council being the highest body, followed by the hearing examiner or planning commission, as applicable, and then the director. Joint public hearings with other agencies shall be processed according to GHMC 19.01.004. ~~Concurrent public hearings held with the design review board and any other decisionmaker shall proceed with both decisionmakers present.~~

Section 87. Section 19.01.003 in the Types of Project Permits chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.01.003 Project permit application framework.

A. Action Type.

	PROCEDURE FOR PROJECT PERMIT APPLICATIONS (TYPE I – IV)					LEGISLATIVE
	TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Recommendation made by:	N/A	N/A	N/A	N/A	N/A	Planning commission
Final decision made by:	Director	Director	Hearing examiner	Hearing examiner	City council	City council
Notice of application:	No	No Yes	Yes	Yes	Yes	No
Open record public hearing or open record appeal of a final decision:	No	Only if appealed, open record hearing before hearing examiner	Yes, before hearing examiner to render final decision	Yes, before hearing examiner to render final decision	No	Yes, before planning commission which makes recommendation to council

Closed record appeal/final decision:	No	No	No, only if site-specific rezone appealed, then before council	No	Yes, before council to render final decision	Yes, or council could hold its own hearing
Judicial appeal:	Yes	Yes	Yes	Yes	Yes	Yes

B. Decisions.

TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Permitted uses not requiring site plan review <u>Minor site plan review</u>	Short plat	Plat vacations and alterations	Preliminary plats/ <u>major preliminary plat revisions</u>	Final plats	Comprehensive plan amendments
Boundary line adjustments	<u>Sign permits</u> <u>Major site plan review</u>	<u>Site plan/major amendments to site plans</u> <u>Conditional use permit</u>	Preliminary PRD/PUD	Final PRD/PUD	Development regulations <u>amendments</u>
Minor amendments to PUD/PRD	<u>Alternative design review</u> ¹	<u>CUP, g General variances, sign permit variances, and site-specific rezones</u>	<u>Major amendment to PRD</u>		Zoning text amendments; area-wide zoning map amendments
Special use permits	<u>Land clearing/grading</u> <u>Binding site plan</u>	Shoreline substantial development, shoreline variance, <u>shoreline conditional use</u> ²			Annexations
Temporary construction trailers	Revisions to shoreline management ² permits	Major amendments to PRD and PUD			
<u>Sign permits</u>	Administrative variances	Amendment to height restriction area map			
<u>Administrative design review</u> ¹	Administrative interpretations	Mobile/ manufactured home park or subdivision			
<u>Land clearing</u>	<u>Home occupation permit</u>	Performance-based height exception			
<u>Home occupation</u>	<u>Hardship</u>	Changes from one			

TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
<u>permit</u>	<u>variance, sign code</u>	<u>nonconforming use to another</u>			
<u>Alternative landscape plan</u>	<u>Modification to landscape plans</u>	<u>Site-specific rezone</u>			
<u>Nonconforming review</u>	<u>Minor amendment to PRD or PUD</u>	<u>Critical area variances</u>			
<u>Minor preliminary plat revisions</u>	<u>Noneonforming review</u>	<u>Critical area reasonable use exceptions</u>			

¹ In addition to the procedures in this title, applications for design review shall follow the procedures set forth in Chapter 17.98 GHMC.

² Refer to the Gig Harbor Shoreline Master Program for shoreline exemption procedures.

Section 88. Section 19.01.005 in the Types of Project Permits chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.01.005 Legislative decisions.

A. Decisions. The following decisions are legislative, and are not subject to the procedures in this title, unless otherwise specified:

1. Zoning code text, and development regulations and zoning district amendments;
2. Area-wide rezones to implement city policies;
3. Adoption of the comprehensive plan and any plan amendments.

B. Planning Commission. The planning commission shall hold a public hearing and make recommendations to the city council on the decisions in subsection (A)(3) of this section. The planning commission shall also hold public hearings and make recommendations to the city council on the decisions in subsections (A)(1) and (2) of this section, except that the city council may hold a public hearing itself on those decisions set forth in subsections (A)(1) and (2) of this section. The public hearing shall be held in accordance with the requirements of Chapter 19.05 GHMC and RCW 36.70A.035 and all other applicable law.

C. City Council. The city council may consider the planning commission's recommendation in a public hearing held in accordance with the requirements of Chapter 19.05 GHMC and RCW 36.70A.035 and all other applicable law. If the city council desires to hold a public hearing on any of the decisions set forth in subsections (A)(1) and (2) of this section, it may do so without forwarding the proposed decision to the planning commission for a hearing.

D. Public Notice. Notice of the public hearing or public meeting shall be provided to the public as set forth in GHMC 19.03.003(B)(4).

E. Implementation. City council decision shall be by ordinance or resolution and shall become effective on the effective date of the ordinance or resolution.

Section 89. Subsection 19.01.007(B) in the Types of Project Permits chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.01.007 Exemptions from project permit application processing.

* * *

B. Pursuant RCW 36.70B.140(2), building permits, boundary line adjustments or other construction permits, or similar administrative approvals categorically exempt from environmental review under SEPA (Chapter 43.21C RCW and the city's SEPA/environmental policy ordinance, Chapter 18.04 GHMC), or permits/approvals for which environmental review has been completed in connection with other project permits, are excluded from the following procedures:

1. Notice of application (GHMC 19.02.004) unless an open record hearing is allowed on the project permit decision;
2. Except as provided in RCW 36.70B.140, optional consolidated project permit review processing (GHMC 19.01.002(B));
3. Joint public hearings (GHMC 19.01.004);
4. Single report stating all of the decisions and recommendations made as of the date of the report that do not require an open public record hearing (GHMC 19.05.002(C));
5. Notice of decision (GHMC ~~19.05.008~~ 19.02.007(A)).

Section 90. Chapter 19.02 is hereby renamed to TYPE I – IV PROJECT PERMIT PROCESSING.

Section 91. Section 19.02.001 in the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.02.001 Optional preapplication conference.

A. ~~Prior to filing applications for project permit Type III actions requiring a preliminary plat or site plan review and Type IV actions applications,~~ the applicant may request a preapplication conference. The purpose of the preapplication conference is to acquaint the applicant with the requirements of the Gig Harbor Municipal Code.

B. The conference shall be held within 28 days of the request.

C. Five or more working days following the conference, the director shall provide the applicant with:

1. A form which lists the requirements for a completed application;
2. A general summary of the procedures to be used to process the application;
3. The references to the relevant code provisions or development standards which may apply to approval of the application;
4. ~~The city's design guidelines.~~

D. Neither the discussions at the conference nor the information provided on the form sent by the director to the applicant under GHMC 19.02.001(C) shall

bind the director in any manner or prevent the director's future application or enforcement of all applicable codes, ordinances and regulations.

~~E. Preapplication conferences for all other types of applications are optional, and requests for conferences will be considered on a time available basis by the director.~~

Section 92. Section 19.02.002 in the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows

19.02.002 Project permit application.

Applications for project permits shall be submitted on forms provided by the director. An application shall consist of all materials required by the applicable development regulations, and shall include the following general information:

- A. A completed project permit application form;
- B. A verified statement by the applicant that the property affected by the application is in the exclusive ownership of the applicant, or that the applicant has submitted the application with the consent of all owners of the affected property;
- C. A property and/or legal description of the site for all applications, as required by the applicable development regulations;
- D. The applicable fee;
- E. Evidence of adequate water supply as required by RCW 19.27.097 or a copy of an application for city of Gig Harbor water concurrency determination, ~~submitted to the city public works director;~~ and
- F. Evidence of sewer availability or an application for a city of Gig Harbor sewer concurrency determination.

Section 93. Section 19.02.003 in the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.02.003 Submission and acceptance of application.

A. Submission of Project Permit Application and Associated Concurrency Application. Every project permit application must be accompanied by a concurrency application (under Chapter 19.10 GHMC), unless the development described in the application is exempt under Article I of Chapter 19.10 GHMC. The planning department shall immediately forward the concurrency application to the public works/engineering department for processing. The planning department shall then determine whether or not the project permit application is complete, following the procedures in this section.

B. The public works/engineering department shall notify the planning department within 28 days after initial receipt of the applications whether the concurrency application is complete or incomplete. The planning department shall not make a finding that the project permit application is complete under this section unless and until notified by the public works/engineering department that the concurrency application is complete.

C. Determination of Completeness. Within 28 days after receiving a project permit application, the city shall mail or personally deliver to the applicant a determination which states either:

1. That the application is complete; or
2. That the application is incomplete and what is necessary to make the application complete.

If an applicant chooses the optional consolidated permit review process set forth in GHMC 19.01.002(B), the determination of completeness shall include all project permits being reviewed through the consolidated permit review process.

D. Identification of Other Agencies with Jurisdiction. To the extent known by the city, other agencies with jurisdiction over the project shall be identified in the determination of completeness.

E. Additional Information. A project permit application is complete for the purposes of this section when it meets the submission requirements of GHMC 19.02.002, the submission requirements of the applicable development regulations, and when the public works/engineering department has determined that a complete concurrency application has been submitted. The determination of completeness shall be made when the application is sufficiently complete for review, even though additional information may be required or project modifications may be undertaken subsequently. The director's determination of completeness shall not preclude the director's ability to request additional information or studies whenever new information is required, or substantial changes are made to the proposed project.

F. Incomplete Applications.

1. Whenever the applicant receives a determination from the city that an application is not complete for either a project permit or concurrency application, the applicant shall have 90 days to submit the necessary information. Within 14 days after an applicant has submitted the requested additional information, the director shall make a determination of completeness and notify the applicant in the manner provided in subsection C of this section.

2. If the applicant does not submit the additional information requested within the 90-day period, for either the project permit or concurrency application, the director shall make findings and issue a decision, according to the Type I procedure described in ~~GHMC 19.10.003~~ 19.01.003, that the application has lapsed for lack of information necessary to complete the review. The decision shall state that no further action will be taken on the applications, and that if the applicant does not make arrangements to pick up the application materials from the planning and/or public works/engineering departments within 30 days from the date of the decision, the application materials will be destroyed.

3. When the director determines that an application has lapsed because the applicant has failed to submit required information within the necessary time period, the applicant may request a refund of the application fee remaining after the city's determination of completeness.

G. Director's Failure to Provide Determination of Completeness. A project permit application shall be deemed complete under this section if the director does not provide a written determination to the applicant that the application is incomplete as provided in subsection C of this section. This subsection G shall not apply to a concurrency application.

H. Date of Acceptance of Application. Project permit and concurrency applications shall not be officially accepted until complete. When an application is found complete, the director shall note the date of acceptance for continued processing.

~~I. After acceptance, the city shall begin processing the applications. Under no circumstances shall the city place any applications on "hold" to be processed at some later date, even if the request for the "hold" is made by the applicant, and regardless of the requested length of the "holding" period.~~

Section 94. Section 19.02.004 in the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.02.004 Notice of application.

A. Generally. A notice of application shall be provided to all city departments and agencies with jurisdiction of all Type II, III and IV project permit applications. In addition, a notice of application for all (1) nonresidential development, (2) multifamily residential development as defined in GHMC 17.04.290, (3) subdivisions, and (4) public projects, except for normal maintenance and repair, shall be sent to all members of the design review board as set forth in GHMC 17.98.045(E).

B. Issuance of Notice of Application.

1. Within 14 days after the city has made a determination of completeness pursuant to GHMC 19.02.003, the director shall issue a notice of application.

2. If any open record predecision hearing is required for the requested project permit(s), the notice of application shall be provided at least 15 days prior to the open record hearing.

C. Contents. The notice of application shall include:

1. The date of submission of the initial application, the date of the notice of completion and acceptance of the application, and the date of the notice of application;

2. A description of the proposed project and a list of all the project permits requested in the application and, if applicable, a list of any studies requested under RCW 36.70B.070 or 36.70B.090;

3. A description of other required permits not included in the application, to the extent known by the city;

4. A description of existing environmental documents that evaluate the proposed project, and, if not otherwise stated on the document providing notice of application, the location where the application and any studies can be reviewed;

5. A statement setting forth:

~~(a)†~~ a. The time for the public comment period, which shall be not less than 14 nor more than 30 days following the date of notice of application. The public comment period for a notice of application of a permit under the purview of the city's shoreline master program (SMP) shall be not less than 30 days following the date of notice of application;

(b) b. The right of any person to comment on the application, receive notice of and participate in any hearings, and request a copy of the decision on the application; and

(e) a c. Any appeal rights;

6. The date, time, place and type of hearing, if a hearing has been scheduled when the date of notice of application is issued;

7. If made at the time of notice of application, A a summary of the preliminary determination of consistency required by GHMC 19.04.001, ~~if one has been made at the time of notice,~~ and a statement of preliminary determination of those development regulations that will be used for project mitigation ~~and as~~ provided in Chapter 19.04 GHMC;

8. Any other information determined appropriate by the director such as the director's threshold determination, if complete at the time of issuance of the notice of application.

D. Public Comment on the Notice of Application. All public comments received on the notice of application must be received in the department of planning by 5:00 p.m. on the last day of the comment period. Comments may be mailed, personally delivered or sent by facsimile; provided, that mailed comments received after the comment period has expired will not be accepted. Comments should be as specific as possible.

E. SEPA Exempt Projects. A notice of application shall not be required for project permits that are categorically exempt under SEPA, unless a public comment period or an open record predecision hearing is required, or an open record appeal hearing is allowed on the project permit decision.

Section 95. Section 19.02.005 in the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.02.005 Referral and review of project permit applications.

Within 10 days of accepting a complete application, the director shall:

A. Transmit a copy of the application, or appropriate parts of the application, to each affected government agency and city department for review and comment, including those responsible for determining compliance with state and federal requirements. The affected agencies and city departments shall have 15 days to comment on the application. The agency or city department is presumed to have no comments if comments are not received within the 15-day period. The director shall grant an extension of time only if the application involves unusual circumstances. ~~Extensions shall be for a maximum of three working days.~~

B. Provide for notice ~~and hearing~~ as set forth in Chapter 19.03 GHMC for Type III procedures.

Section 96. A new Section 19.02.006 is hereby added to the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code, which shall read as follows:

19.02.006 Expiration of Complete Applications

A. Whenever an applicant receives a determination from the city that additional information is needed to review a complete application or that revisions are necessary to reach code compliance, the applicant shall have 90 days to submit the necessary information or revisions, or request a decision on the application. If the applicant responds in writing and indicates that more than 90 days is required to provide the additional information or revisions, the director may accept a reasonable timeline for submittal of all information requested or revisions.

B. If the applicant does not submit the information requested or revisions within the 90-day period, request a decision on the application or provide a submittal timeline acceptable to the director, the director shall send a certified letter to the applicant requesting the applicant to submit the information or revisions within 30 days or as otherwise determined by the director.

C. If the applicant does not submit the information requested or revisions within the 30-day period, the director shall make findings and issue a decision, according to the Type I procedure described in GHMC 19.01.003, that the application has expired for lack of information necessary to complete the review. The decision shall state that no further action will be taken on the expired application and that if the applicant does not make arrangements to pick up the application materials within 30 days from the date of the decision, the application materials may be destroyed.

D. Any associated project permit applications, concurrency applications or concurrency reservation certificates shall also expire if the underlying project permit application expires.

E. When the director determines that an application has expired, the applicant may request a refund of the application fee remaining as provided for the city's fee schedule.

F. Expiration of an application does not preclude the applicant from submitting new, complete project permit and concurrency applications which are substantially similar to the expired application.

Section 97. A new Section 19.02.007 is hereby added to the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code, which shall read as follows:

19.02.007 Project permit decisions.

A. Notice of Decision. A notice of decision on a project permit application shall be provided to the applicant, to any person who submitted comments on the application or requested a copy of the decision, and to the Pierce County Assessor-Treasurer.

B. Time period for decision. The director shall issue a notice of final decision on a project permit application within 120 days of the issuance of the determination of completeness pursuant to GHMC 19.02.003; provided, that the time period for issuance of a notice of final decision on a preliminary plat shall be 90 days, for a final plat 30 days, and a short plat 30 days.

1. In calculating the time period for decision for issuance of the notice of final decision, the following periods shall be excluded:

a. Any period during which the applicant has been requested by the director to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the director notifies the applicant of the need for additional information until the earlier of the date the director determines that the additional information provided satisfies the request for information, or 14 days after the date the additional information is provided to the city;

b. If the director determines that the information submitted is insufficient, the applicant shall be informed of the particular insufficiencies and the procedures set forth in subsection (B)(1) of this section for calculating the exclusion period shall apply;

c. Any period during which an environmental impact statement (EIS) is being prepared pursuant to Chapter 43.21C RCW and GHMC Title 18. The time period for preparation of an EIS shall be governed by GHMC 18.04.140(C);

d. Any period for consideration and issuance of a decision for administrative appeals of project permits, which shall be not more than 90 days for open record appeals and 60 days for closed record appeals, unless a longer period is agreed to by the director and the applicant;

e. Any extension of time mutually agreed to in writing by the director and the applicant.

2. The time limits established in subsection B of this section do not apply if a project permit application:

a. Requires an amendment to the comprehensive plan or a development regulation;

b. Requires siting approval of an essential public facility as provided in RCW 36.70A.200; or

c. Is substantially revised by the applicant, in which case the time period shall start from the date that a determination of completeness for the revised application is issued by the director pursuant to GHMC 19.02.003 and RCW 36.70B.070.

C. Contents. The notice of decision shall include:

1. A list of all project permits included in the decision, including all permits being reviewed through the consolidated permit review process;

2. A date and description of the decision;

3. A statement of any threshold determination made under SEPA (Chapter 43.21C RCW);

4. The procedures for administrative appeal, if any;

5. A statement that the affected property owners may request a change in property tax valuation notwithstanding any program of revaluation by contacting in the Pierce County Assessor-Treasurer;

6. The duration of permit approval and a statement summarizing the permit expiration and extension procedures provided in GHMC 19.02.008;

7. A statement that the complete project permit file, including findings, conclusions and conditions of approval, if any, is available for review. The notice

shall list the place the file is available and the name and telephone number of the city representative to contact about reviewing the file;

8. The notice of decision can be a copy of the project permit decision provided the decision includes the contents required by this subsection.

D. Public notice of the final decision for Type II permits shall be pursuant to GHMC 19.03.004.

Section 98. A new Section 19.02.008 is hereby added to the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code, which shall read as follows:

19.02.008 Duration of permit approval and expiration of permits.

A. Duration of permit approval. A land use permit shall expire three (3) years from the date a permit is approved, except as specified in subsection C of this section.

B. When a project includes more than one land use permit, the expiration date of the land use permit with the longest permit approval duration shall govern all land use permits included in a project, except final plats, short plats and Type V decisions.

C. The duration of approval, expiration and extension of the following land use permits shall not be governed by this section, except that subsection B of this section shall apply:

1. Shoreline permits shall be governed by the city of Gig Harbor Shoreline Master Program and WAC 173-27-090;

2. Subdivisions, short plats, binding site plans and boundary line adjustments shall be governed by GHMC Title 16 and RCW 58.17;

3. Land use permits governed by a development agreement shall be pursuant to the development agreement;

4. Special use permits, land clearing permits and temporary trailer permits shall be governed by the provisions in the specific zoning code chapter regulating those permits;

D. Commencement of permit approval duration. The approval duration for a permit shall commence on the date of the land use permit decision; provided that in the event the decision is appealed, the effective date shall be the date of decision on appeal. The approval duration for a shoreline permit shall commence on the effective date of the permit as defined in WAC 173-27-090.

E. Expiration.

1. All land use permits become null and void and expire at the end of the permit approval period if, on the date the permit expires, a complete application for subsequent building permit or civil permit has not been submitted.

2. A complete application for subsequent building or civil permit will extend the validity of said land use permit as long as the building or civil permit is active.

3. For land use permits which do not require a building or civil permit, the land use permit does not expire if the use allowed by the project permit has been legally established prior to the expiration date of the project permit.

4. Once a use or development has been legally established, the land use permit will remain valid as long as the use and development is in compliance with the terms of the land use permit.

5. Conditional Use Permits. If a use or activity authorized by a conditional use permit is abandoned or discontinued for a continuous period of two years, the conditional use permit shall expire and the use or activity may not be reestablished unless authorized by a new conditional use permit.

F. Extensions. Upon written request by the property owner, prior to the date of land use permit expiration, the director may grant an extension of time up to but not exceeding one (1) year. Any extensions of time shall be based upon a finding that the land use permit is compliant with all applicable codes at the time of the extension request and there has been no material change of circumstances applicable to the property since project permit approval. The director shall not grant more than one (1) permit extension.

G. For the purposes of this section, land use permit is defined as any permit issued under Title 16, 17 or 18 of the Gig Harbor Municipal Code.

Section 99. A new Section 19.02.009 is hereby added to the Type I – IV Project Permit Processing chapter of the Gig Harbor Municipal Code, which shall read as follows:

19.02.009 Resubmission of application.

Any project permit application that is denied shall not be resubmitted or accepted by the director for reconsideration for a period of 12 months from the date of the last action by the city on the application or request unless, in the opinion of the director, there has been a significant change in the application or a significant change in conditions related to the impacts of the proposed project.

Section 100. Section 19.03.001 in the Public Notice chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.03.001 Public notice of application.

~~A.~~ In addition to the notice of application for ~~Type III and Type IV~~ project permits required by GHMC 19.02.004, the director shall also provide public notice of Type II, Type III and Type IV site-specific project permit applications by posting the property, ~~or by publication in the city's official newspaper, and mailing.~~ Public notice of non-site-specific project permit applications shall be by publication in the city's official newspaper. Public notice shall be provided within the timelines provided for in GHMC 19.02.004(B).

~~1. Posting~~ A. Posted Notice. Posting of the property for site specific proposals shall consist of one or more notice boards as follows:

1. The posted notice shall contain at least the project location, description, type of permit(s) required, comment period dates, and a location where the complete application and notice of application may be reviewed.

~~a.~~ 2. A single notice board shall be placed by the applicant:

i.a. At the midpoint of the street fronting the site or as otherwise directed by the director for maximum visibility;

ii.b. Five feet inside the street property line, except when the board is structurally attached to an existing building; provided, that no notice board shall be placed more than five feet from the street without approval of the director;

iii.c. So that the top of the notice board is between five to six feet above grade; and

iv.d. Where it is completely visible to pedestrians.

b.3. Additional notice boards may be required when:

i.a. The site does not abut a public road;

ii.b. A large site abuts more than one public road; or

iii.c. The director determines that additional notice boards are necessary to provide adequate public notice.

e.4. Notice boards shall be: maintained in good condition by the applicant during the department review period.

~~i. Maintained in good condition by the applicant during the notice period;~~

~~ii. In place at least 30 days prior to the date of any hearing, and at least 15 days prior to the end of any required comment period;~~

~~iii. Removed within 15 days after the end of the notice period.~~

~~d.5. Removal of the notice board prior to the end of the notice department review period shall be cause for discontinuance of the department review until the notice board is replaced and remains in place for the specified time period.~~

e.6. An affidavit of posting shall be submitted to the director by the applicant at least 10 days prior to the hearing or final comment date. If an affidavit is not filed as required, any scheduled hearing or date by which the public may comment on the application shall be postponed until there is compliance with the notice requirement.

f.7. Notice boards shall be constructed and installed in accordance with specifications promulgated by the director.

2.B. Published Notice. Notice shall be published in the city's official newspaper or in a newspaper of general circulation, and shall contain at least the project location, description, type of permit(s) required, comment period dates, and a location where the complete application and notice of application may be reviewed.

C. Mailed Notice. Mailed notice for site specific proposals shall consist of the following:

1. The contents for the mailed notice shall be consistent with GHMC 19.02.004(C).

2. Notice shall be mailed to all property owners within 300 feet of the subject property;

3. For Type III Preliminary Plat Actions, mailed notice shall also include the following:

a. Notice of the filing of a preliminary plat adjacent to or within one mile of the municipal boundaries of any city or town, or which contemplates the

use of any city or town utilities shall be given to the appropriate city or town authorities;

b. Notice of the filing of a preliminary plat of a proposed subdivision adjoining the boundaries of Pierce County shall be given to the appropriate county officials;

c. Notice of the filing of a preliminary plat of a proposed subdivision located adjacent to the right-of-way of a state highway or within two miles of the boundary of a state or municipal airport shall be given to the secretary of transportation.

~~3. Shoreline Master Program (SMP) Permits.~~

~~a. Methods of Providing SMP Notice. Notice of the application of a permit under the purview of the city's shoreline master program (SMP) shall be given by one or more of the following methods:~~

~~i. Mailing of the notice to real property owners as shown by the records of the county assessor within 300 feet of the boundary of the property upon which the proposed project is to be built;~~

~~ii. Posting of the notice in a conspicuous manner, as determined by the director, on the property upon which the project is to be constructed; or~~

~~iii. Any other manner deemed appropriate by the director to accomplish the objectives of reasonable notice to adjacent landowners and the public.~~

~~b. Content of SMP Notice. SMP notices shall include:~~

~~i. A statement that any person desiring to submit written comments concerning an application, or desiring to receive notification of the final decision concerning an application, may submit comments, or requests for the decision, to the director within 30 days of the last date that notice is published pursuant to this subsection;~~

~~ii. b. A statement that any person may submit oral or written comments at the hearing;~~

~~iii. c. An explanation of the manner in which the public may obtain a copy of the city's decision on the application no later than two days after its issuance.~~

~~e. Public Comment Period. The public comment period shall be 20 days.~~

~~d. The director shall mail or otherwise deliver a copy of the decision to each person who submits comments or a written request for the decisions.~~

Section 101. Section 19.03.003 in the Public Notice chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.03.003 Notice of public hearing.

A. Content of Notice of Public Hearing for All Applications. The notice of a public hearing required by this chapter shall contain:

1. The name and address of the applicant and the applicant's representative;

2. A description of the subject property reasonably sufficient to inform the public of its location, including but not limited to a vicinity location or written description, a map or postal address, and a subdivision lot and block designation, but need not include a legal description;

3. The date, time and place of the hearing;

4. The nature of the proposed use or development;

5. A statement that all interested persons may appear and provide testimony;

6. The sections of the code that are pertinent to the hearing procedure;

7. A statement of any threshold determination made under SEPA (Chapter 43.21C RCW).

~~7.~~ 8. A statement explaining when information may be examined, and when and how written comments addressing findings required for a decision by the hearing body may be admitted;

~~8.~~ 9. The name of a city representative to contact and the telephone number where additional information may be obtained;

~~9.~~ 10. A statement that a copy of the application, all documents and evidence relied upon by the applicant, and applicable criteria are available for inspection at no cost and that copies will be provided at the requestor's cost; and

~~10.~~ 11. A statement explaining that a copy of the staff report will be available for inspection at no cost at least seven days prior to the hearing and that copies will be provided at the requestor's cost.

B. Mailed Notice. Mailed notice of the public hearing shall be provided as follows:

1. Type I, Type II, and Type IV Actions. No public notice is required because no public hearing is held, except for an appeal of a Type II action.

2. Type III Actions and appeal of Type II actions. The notice of the public hearing shall be mailed to:

a. The applicant;

b. All owners of property within 300 feet of the subject property for site-specific proposals;

c. Any person who submits written or oral comments on an application;

d. For a plat alteration or a plat vacation pursuant to Chapter 16.07 GHMC, notice shall be as provided in RCW 58.17.080 and 58.17.090;

e. For appeal of Type II actions, all parties who received a copy of the notice of decision.

3. Type III Preliminary Plat Actions. In addition to the notice provided for Type III actions above, notice for public hearings on preliminary plats and proposed subdivisions shall also include the following:

~~a. Notice of the filing of a preliminary plat adjacent to or within one mile of the municipal boundaries of any city or town, or which contemplates the use of any city or town utilities shall be given to the appropriate city or town authorities;~~

~~b. Notice of the filing of a preliminary plat of a proposed subdivision adjoining the boundaries of Pierce County shall be given to the appropriate county officials;~~

~~e. Notice of the filing of a preliminary plat of a proposed subdivision located adjacent to the right of way of a state highway or within two miles of the boundary of a state or municipal airport shall be given to the secretary of transportation;~~

~~d. Special notice of the hearing shall be given to adjacent landowners by any method deemed reasonable by the director. Adjacent landowners are owners of real property, as shown by the records of the county assessor, located within 300 feet of any portion of the boundary of the proposed subdivision. If the owner of the real property which is proposed to be subdivided owns another parcel or parcels of real property which lie adjacent to the real property proposed to be subdivided, notice under RCW 58.17.909090(1)(b) shall be given to owners of real property located with 300 feet from any portion of the boundaries of the adjacent parcels owned by the owner of the real property to be subdivided.~~

~~4. Type V Actions. For Type V legislative actions, the city shall publish notice as described in subsection A of this section in the city's official newspaper.~~

~~5. 4. General Procedure for Mailed Notice of Public Hearing.~~

~~a. The records of the Pierce County assessor's office shall be used for determining the property owner of record. Addresses for a mailed notice required by this code shall be obtained from the applicable county's real property tax records. The director shall cause to be issued a sworn certificate of mailing transmittal to all persons entitled to notice under this chapter. The director may provide notice to persons other than those required to receive notice under the code.~~

~~b. All mailed public notices shall be deemed to have been received on the next business day following the day that the notice is deposited in the mail.~~

~~C. Procedure for Posted or Published Notice of Public Hearing.~~

~~1. Posted notice of the public hearing is required for all Type III and IV project permit applications. The posted notice shall be posted as required by GHMC 19.03.001(A)(4).~~

~~2. Published notice is required for all Type III, IV and V procedures and appeals of Type II actions. Notice shall be published in the city's official newspaper.~~

~~D. Time and Cost of Notice of Public Hearing.~~

~~1. For all Type III procedures and appeals of Type II actions, nNotice shall be mailed, posted and first published not less than 10 nor more than 30 days prior to the hearing date. Posted notices shall be removed by the applicant within 15 days following the public hearing.~~

~~2. For Type V procedures, published notice shall occur prior to the public hearing.~~

~~3. All costs associated with the public notice shall be borne by the applicant.~~

Section 102. A new Section 19.03.004 is hereby added to the Public Notice chapter of the Gig Harbor Municipal Code, which shall read as follows:

19.03.004 Public notice of decision.

In addition to the provisions in GHMC 19.02.007, the director shall provide a notice of the decision on a Type II site-specific project permit applications to the public by mailing the notice of decision, consistent with GHMC 19.02.007(C), to all owners of property within 300 feet of the subject property.

Section 103. Section 19.05.001 in the Open Record Public Hearings chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.05.001 General.

Public hearings on all Type II, III, III-A and V project permit applications shall be conducted in accordance with this chapter. Public hearings conducted by the city hearing examiner shall also be subject to the hearing examiner's rules.

Section 104. Section 19.05.002 in the Open Record Public Hearings chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.05.002 Responsibility of director for hearing.

The director shall:

- A. Schedule project applications for review and public hearing;
- B. Provide the required notice;

C. Prepare the staff report on the application, which shall be a single report which sets forth all of the decisions made on the proposal as of the date of the report, including recommendations on project permits in the consolidated permit process that do not require an open record predecision hearing. The report shall also describe any mitigation required or proposed under the city's development regulations or SEPA authority. If the threshold determination, other than a determination of significance, has not been issued previously by the city the report shall include or append this determination. ~~With Type I or II project permit applications, this report may be the permit;~~

D. Prepare the notice of decision, if required by the hearing body, and mail a copy of the notice of decision to those entitled by this ~~chapter~~ Title to receive the decision.

Section 105. Section 19.05.008 in the Open Record Public Hearings chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.05.008 Decision.

A. Following the hearing procedure described in GHMC 19.05.007, the hearing body shall approve, conditionally approve, or deny the application. If the hearing is an appeal, the hearing body shall affirm, reverse or, with the written consent of the applicant, which shall include a waiver of the statutory prohibition against two open record hearings, remand the decision for additional information.

B. The hearing body's written decision shall issue within 10 working days after close of record of the hearing and within 90 days of the opening of the hearing, unless a longer period is agreed to by the parties.

~~C. The city shall provide a notice of decision that also includes a statement of any threshold determination made under SEPA (Chapter 43.21C RCW) and the procedures for administrative appeal, if any. For Type II, III and IV project permits, the notice of decision on the issued permit shall contain the requirements set forth in GHMC 19.05.002(C).~~

~~D. The notice of decision shall be provided to the applicant and to any person who, prior to the rendering of the decision, requested notice of the decision or submitted substantive comments on the application.~~

~~E. C. Notice of the decision shall be provided to the public as set forth in GHMC 19.03.003 (B)(2)(a) and (B)(2)(e) 19.02.007.~~

~~F. D. If the city is unable to issue its final decision on a project permit application within the time limits provided for in this section, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of the notice of decision.~~

Section 106. Section 19.05.009, in the Open Record Public Hearings chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 107. Subsection 19.05.010(I) in the Open Record Public Hearings chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.05.010 Reconsideration of decision.

* * *

I. Notice of Final Decision on Reconsideration. The director shall issue a notice of final decision on reconsideration in the manner set forth and to the persons identified in GHMC ~~19.05.009~~ 19.02.007.

* * *

Section 108. Chapter 19.06 is hereby renamed to OPEN AND CLOSED RECORD APPEALS; CLOSED RECORD DECISIONS.

Section 109. Section 19.06.001 in the Open and Closed Record Appeals; Closed Record Decisions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.06.001 Appeals of decisions Right of appeal.

The right of appeal for all project permit applications and Type V land use decisions shall be as described in the matrix set forth in GHMC 19.01.003.

Section 110. Section 19.06.003 in the Open and Closed Record Appeals; Closed Record Decisions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.06.003 Standing to initiate an administrative appeal.

A. Limited to Parties of Record. Only parties of record may file an administrative appeal.

B. Definition. The term “parties of record,” for the purposes of this chapter, shall mean:

1. The applicant;
2. Any person who testified at the open record public hearing on the application;
3. Any person who submitted written comments concerning the application ~~at the open record public hearing~~ (excluding persons who have only signed petitions or mechanically produced form letters); ~~and/or~~
4. The Gig Harbor city council;
5. Property owners within 300 feet of the property subject to the project permit; and/or
6. Any person who can demonstrate he/she is aggrieved by the decision.

Section 111. Section 19.06.004 in the Open and Closed Record Appeals; Closed Record Decisions chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.06.004 Appeals of recommendations and decisions.

~~A. Permit Decisions or Recommendations.~~ Appeals of a hearing body’s recommendation or decision or recommendation and project permit application shall be governed by the following:

~~1. A.~~ Standing. Only parties of record have standing to appeal the hearing body’s decision.

~~2. B.~~ Time to File. An appeal must be filed within ~~10 working~~ 14 days of the issuance of the hearing body’s written decision after the issuance of the notice of decision. Appeals shall be delivered to the director by mail, by personal delivery or by fax before 5:00 p.m. on the last business day of the appeal period. Appeals received by mail after 5:00 p.m. on the last day of the appeal period will not be accepted, no matter when such appeals were mailed or postmarked.

~~3. C.~~ Computation of Time. For the purposes of computing the time for filing an appeal, the day the hearing body’s decision is issued shall not be counted. If the last day of the appeal is a Saturday, Sunday, or holiday designated by RCW 1.16.050 or by a city ordinance, then the appeal must be filed on the next business day.

4. D. Content of Appeal. Appeals shall be in writing, be accompanied by the required appeal fee, and contain the following information:

- ~~a.~~ 1. Appellant’s name, address and phone number;
- ~~b.~~ 2. A statement describing appellant’s standing to appeal;
- ~~c.~~ 3. Identification of the application which is the subject of the appeal;

d. 4. Appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to the facts in the record;

e. 5. The specific relief sought;

f. 6. A statement that the appellant has read the appeal and believes the contents to be true, followed by the appellant's signature.

5. E. Effect. The timely filing of an appeal shall stay the hearing body's decision until such time as the appeal is concluded or withdrawn.

F. Burden of Proof. The appellant shall bear the burden to demonstrate that substantial evidence does not exist in the administrative record to support the decision of the hearing body/officer.

G. Standard of Review. The appeal body/officer shall determine whether there is substantial evidence in the administrative record to support the decision of the hearing body/officer. The appeal body/officer may affirm, modify or reverse the decision of the hearing body/officer. Reasonable determinations by the body or officer that made the decision shall be accorded substantial weight.

H. Remand. Upon written agreement by the applicant to waive the requirement for a decision within the time periods set forth in GHMC 19.02.007, as allowed by RCW 36.70B.080(3), the appeal body/officer may remand the decision to the hearing body for additional information.

~~6. Notice of Appeal.~~ The director shall provide mailed notice of the appeal to all parties of record as defined in GHMC 19.06.003.

Section 112. Section 19.06.006 in the Open and Closed Record Appeals; Closed Record Decisions chapter of the Gig Harbor Municipal Code is hereby renumbered to 19.06.008 and amended, to read as follows:

19.06.006 19.06.008 Judicial appeals.

The city's final decision on an application may be appealed by a party of record with standing to file a land use petition in Pierce County sSuperior eCourt. Such petition must be filed within 21 days after issuance of the decision, as provided in Chapter 36.70C RCW.

Section 113. Section 19.06.005 in the Open and Closed Record Appeals; Closed Record Decisions chapter of the Gig Harbor Municipal Code is hereby renumbered to 19.06.006 and amended, to read as follows:

19.06.005 19.06.006 Procedure for closed record decision/appeal.

A. Closed record appeals shall be on the record established at the open record hearing before the hearing body/officer whose decision is appealed, which shall include the written decision of the hearing body/officer, a transcript or tape recording of the proceedings, and copies of any exhibits admitted into the record.

B. No new testimony or other evidence will be accepted by the appeal body/officer except: (1) new information that was unknown to the parties at the time of the hearing which could not reasonably have been discovered by the parties and is necessary for a just resolution of the appeal; and (2) relevant information that, in the opinion of the appeal body/officer, was improperly

excluded by the hearing body/officer. Appellants who believe that information was improperly excluded must specifically request, in writing prior to the closed record appeal hearing, that the information be made part of the record. The request shall describe the information excluded, its relevance to the issues appealed, the reason(s) that the information was excluded by the hearing body/officer, and why the hearing body/officer erred in excluding the information. No reference to excluded information shall be made in any presentation to the appeal body/officer on the merits, written or oral, until the appeal body/officer has determined that the information should be admitted.

C. Parties to the appeal may present written and/or oral arguments to the appeal body/officer. Argument shall describe the particular errors committed by the hearing body/officer, with specific references to the administrative record. ~~The appellant shall bear the burden to demonstrate that substantial evidence does not exist in the administrative record to support the decision of the hearing body/officer.~~

D. The hearing shall commence with a presentation by the director, or the director's designee, of the general background of the proposed development and the issues in dispute. After the director's presentation, the appellant(s) shall first present oral argument, and then the other parties of record shall make their arguments. The appeal body/officer may question any party concerning disputed issues, but shall not request information not in the administrative record.

~~E. The appeal body/officer shall determine whether there is substantial evidence in the administrative record to support the decision of the hearing body/officer. The appeal body/officer may affirm, modify or reverse the decision of the hearing body/officer. Upon written agreement by the applicant to waive the requirement for a decision within the time periods set forth in RCW 36.70B.080, as allowed by RCW 36.70B.080(3), the appeal body/officer may remand the decision to the hearing body for additional information.~~

~~F. Open Record Appeal Hearings. An open record appeal hearing shall be conducted in the manner set forth in Chapter 19.05 GHMC.~~

Section 114. A new Section 19.06.005 is hereby added to the Open and Closed Record Appeals; Closed Record Decisions chapter of the Gig Harbor Municipal Code, which shall read as follows:

19.06.005 Procedure for open record appeal hearing.

A. An open record appeal hearing shall be conducted in the manner set forth in Chapter 19.05 GHMC. The provisions of this chapter shall prevail in the event of conflict with Chapter 19.05 GHMC.

B. Public Notice. Public notice of the open record appeal hearing shall be mailed and published pursuant to GHMC 19.03.003.

C. An open record appeal hearing on a site plan review decision pursuant to Chapter 17.96 GHMC shall be heard by the hearing examiner de novo.

Section 115. Section 19.06.007, in the Open and Closed Record Appeals; Closed Record Decisions chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 116. A new Section 19.06.007 is hereby added to the Open and Closed Record Appeals; Closed Record Decisions chapter of the Gig Harbor Municipal Code, which shall read as follows:

19.06.007 Closed record decisions.

If the City Council determines that the applicable criteria have been met for a Type IV permit, the City Council shall approve the permit by resolution.

Section 117. Subsection 19.08.040(D) in the Development Agreements chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.08.040 Processing procedure for development agreements.

* * *

D. Public Notice. All public meetings and public hearings on a development agreement shall be noticed as follows:

1. Not less than 10 days prior to the public hearing date, a notice of the public hearing shall be sent to property owners within 300 feet of the property subject to the development agreement and to others who have submitted comments and/or requested notice.

2. Notice of the public hearing shall be posted on the property subject to the development agreement not less than 10 days prior to the hearing date. Notice shall be posted in the manner required by GHMC 19.03.001(A)(4).

3. Notice of the public meeting shall be published in the city's official newspaper not less than 10 days prior to the meeting date.

4. The notice of the public hearing shall contain all items listed in GHMC 19.03.003(A).

5. All costs associated with the public notice shall be borne by the applicant.

Section 118. Section 19.09.180 in the Amending the Comprehensive Plan chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.09.180 Adoption and rejection.

The city council's decision to adopt ~~or reject~~ the proposed comprehensive plan amendments shall be adopted by ordinance. The city council's decision to reject the proposed comprehensive plan amendments shall be by resolution.

Section 119. Subsection 19.10.020(A) in the Concurrency Management chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.10.020 Expiration and extensions of time.

A. Expiration. If a certificate of occupancy has not been requested prior to the expiration of the underlying permit or termination of the associated development agreement, the director shall convert the reserved capacity to available capacity for the use of other developments. The act of requesting a certificate of occupancy

before expiration of the CRC shall only convert the reserved capacity to used capacity if the building inspector finds that the project actually conforms with applicable codes. If a complete underlying project permit application is expired as provided for in GHMC 19.02.006, the director shall convert any reserved capacity allocated to the underlying project permit to available capacity for the use by other developments.

* * *

Section 120. Retroactive Application and Sunset Clause. The provisions of Section 8 amending GHMC 16.06.003 and 16.06.006 shall be effective retroactively to June 10, 2010 and shall continue through December 31, 2014. Unless otherwise provided, effective January 1, 2015, the time frame in Section 16.06.003 for submission of a final plat for approval and the period in Section 16.06.006 for valid land use shall be five years.

Section 121. 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 122. Effective Date. Section 120 of the Ordinance shall take effect within 5 days after publication of a summary of this Ordinance. The remaining provisions of this Ordinance shall take effect and be in full force on January 1, 2011.

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:



Subject: Approve an ordinance adding a new Section 9.36.050—Pawnbrokers and Second Hand Dealers to the Gig Harbor Municipal Code thereby adopting by reference RCW 19.60 Pawnbrokers and secondhand dealers

Dept. Origin: Police Department

Prepared by: Chief Mike Davis

For Agenda of: September 13, 2010

Exhibits:

Proposed Council Action: Adopt the ordinance at its second reading

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 8/16/10

Approved as to form by City Atty: VIA EMAIL

Approved by Finance Director: OK

Approved by Department Head: AD 8/13/10

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

We recently became aware of an investigation by the Pierce County Sheriff's Department that revealed a secondhand dealer in precious metals located within the city limits of Gig Harbor was not following the legal requirement to keep items received for 30 days before removing them from the place of business.

When we considered prosecuting the individual and terminating their business license, it became apparent we have not adopted RCW 19.60 which regulates the activities of Pawnbrokers and secondhand dealers.

Adopting the attached ordinance will allow the city to proceed with prosecution if we investigate this sort of criminal offense in the future.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Adopt the ordinance at its second reading

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S CRIMINAL CODE; ADDING A NEW SECTION 9.36.050 -- PAWNBROKERS AND SECONDHAND DEALERS-- TO THE GIG HARBOR MUNICIPAL CODE TO ADOPT BY REFERENCE CHAPTER 19.60 RCW; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35A.11.020 authorizes the legislative body of code cities to adopt and enforce criminal codes related to misdemeanor and gross misdemeanor offenses; and

WHEREAS, the City of Gig Harbor desires to adopt by reference chapter 19.60 RCW in order to allow the City to prosecute certain crimes relating to pawnbrokers and secondhand dealers; and

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

WHEREAS, on _____, 2010, the City Council adopted this Ordinance at 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. A new section 9.36.050 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

9.36.050 Pawnbrokers and secondhand dealers

Chapter 19.60 RCW is adopted by reference in its entirety.

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

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

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

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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

Elected Officials Workshop

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Thursday, September 30th, 2010
6:30 to 9:00 p.m.

Please join your fellow elected officials for this opportunity to learn more about and discuss how river flooding and channel migration are being addressed on a regional scale through the Pierce County Rivers Flood Hazard Management Plan. Your input on emerging issues will help shape the plan's final recommendations regarding levels of service and floodplain development regulations.

Questions to be addressed during the workshop include:

- Where are we in the planning process and what issues will the plan address?
- How does this plan relate to the Puyallup River Executive Task Force effort and the new Flood Control Zone District?
- How will the plan benefit and affect my jurisdiction?
- How can I provide input into this process?

For more information or to RSVP for this workshop, please contact Melissa Paulson, Pierce County Surface Water Management, at mpaulso@co.pierce.wa.us or (253)798-4686. More details will be available in mid-September.



Surface Water Management

www.piercecountywa.org/floodplan



Elected Officials Workshop

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