

Gig Harbor City Council Meeting

**November 28, 2011
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, November 14, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Oct. 10, 2011.
2. Liquor License Action: a) Added Privilege: Safeway; b) Renewals: Harbor Kitchen, Half-Time Sports.
3. Receive and File: a) Flood Control Zone District Letter;
4. Commute Trip Reduction Agreement.
5. Resolution No. 879 – Sole Source Purchase of Equipment.
6. Resolution No. 880 – Renewal of Pierce Conservation District Assessment.
7. Holiday Tree Lighting Entertainment Contract.
8. Final Plat Approval – Jasmine Plat.
9. (CPP 0914) Donkey Creek Project Final Design, Permitting, and Bidding Assistance – Consultant Services Contract Amendment No. 1.
10. Approval of Payment of Bills for Oct 24, 2011: Checks #68169 through #68350 in the amount of \$1,099,108.02.
11. Approval of Payroll for the month of October: Checks #6355 though #6370 in the amount of \$304,605.27.

PRESENTATIONS:

Barbara Grace Award - Senior Planner Jenn Kester.

OLD BUSINESS:

1. Second Reading of Ordinance – Code Enforcements Citations.

NEW BUSINESS:

1. Public Hearing – Development Regulations in Flood Hazard Areas.
2. First Public Hearing and First Reading of Ordinance – 2012 Proposed Budget.
3. Public Hearing on Revenue Sources.
4. Resolution – 2012 Property Tax Levy.
5. First Reading of Ordinance – 2011 Budget Amendment.
6. Naming the Maritime Pier.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Nov. 17th at 3:00 p.m.
2. Civic Center Closed Thu. Nov. 24th and Fri. Nov. 25th for Thanksgiving Holiday.

EXECUTIVE SESSION: For the purpose of discussing pending or potential litigation per RCW 42.30.110(1)(i) and Guild Negotiations per RCW 42.30.140(4)(a).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – OCTOBER 24, 2011

PRESENT: Councilmembers Ekberg, Young, Franich, Malich, Payne, Kadzik and Mayor Chuck Hunter. Councilmembers Conan 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 Oct. 10, 2011.
2. Correspondence / Proclamations: a) American Indian Heritage Month; b) Food Allergy Awareness Day.
3. Liquor License Action: a) Renewals: Maritime Mart, Marketplace Grille, Blue Cannon Pizza Co., Finholm's Market, Pioneer 76, and Qdoba Mexican Grill; b) Application: Susanne's Bakery & Deli.
4. Receive and File: a) Skansie Net Shed listed on the National Register of Historic Places; b) 3rd Quarter Financial Report; c) GHPD 3rd Quarter Report.
5. Maritime Pier Property – Contract Amendment No. 2 to Consultant Services Contract Sitts & Hill.
6. 2011 Pavement Maintenance & Repair Project – Closeout Change Order No. 2 / Looker and Associates, Inc.
7. Harborview Drive/Stinson Avenue Water Main Project - Certificate of Completion.
8. Grandview Forest Water Tanks & Anchoring Project – Contract Close Out Change Order No.1.
9. Resolution - Skansie Net Shed Pier Restoration Project – Bid Rejection.
10. Skansie Net Shed Pier Restoration Project - Public Works Contract Award.
11. Appointment to Design Review Board.
12. Approval of Payment of Bills for Oct 24, 2011: Checks #68081 through #68168 in the amount of \$502,889.01.

Mayor Hunter announced that Consent Agenda item No. 5 was being moved to New Business for further discussion at the request of Councilmember Malich.

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

PRESENTATIONS:

1. Proclamation for American Indian Heritage Month – Claudia Marston, Historian, Daughters of the American Revolution. No one was present to accept the proclamation.
2. Representative Larry Seaquist presented an overview of recent legislative issues and answered Council questions.

OLD BUSINESS:

1. Second Reading of Ordinance – Land Use Permit Extensions. Planning Director Tom Dolan explained that the proposed ordinance will allow current active land use permits to request another two-year extension.

MOTION: Move to adopt Ordinance No. 1225 extending permit extensions.
Young / Ekberg - unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Code Enforcement Citations. Planning Director Tom Dolan presented the background information for this ordinance that would allow a more efficient method for enforcement of land use violations. He addressed Council questions.

Mayor Hunter opened the public hearing at 6:37 p.m. No one came forward and the public hearing closed. This will return for a second reading at the next meeting.

2. Maritime Pier Parking Lot Project - Change Order No. 1. City Administrator Rob Karlinsey presented the information for this change order that would address the poor condition of the asphalt on a portion of the parking lot project. He explained that Peter Stanley, owner of the Tides Tavern, had been approached to pay for ½ of the replacement of the parking lot adjacent to his property. Mr. Stanley requested a boundary adjustment in return, but state law prohibits this action and so staff and Mr. Stanley are working on a long-term lease agreement similar to the current shed agreement. The lease agreement will come back for Council approval at a later date.

MOTION: Move to approve and authorize the City Engineer to execute a Public Works Change Order with RV Associates, Inc. in an amount not to exceed \$30,804.45, including tax, for additional pavement work for a revised contract amount not to exceed \$295,287.44 including retail sales tax.
Young / Ekberg - unanimously approved

3. Maritime Pier Property – Contract Amendment No. 2 to Consultant Services Contract Sitts & Hill. City Administrator Rob Karlinsey explained that Councilmember Malich voiced concern on making any decisions on the completion of the pier and float permit submittal and bid packages until after the stakeholders have met. Councilmembers discussed whether the timing of the stakeholders meeting should cause a delay for this amendment and it was decided that the meeting was soon enough that any comments could be considered before the design was completed.

MOTION: Move to approve and authorize the Mayor on behalf of the Council to execute Amendment No. 2 to the Consultant Services Contract with Sitts & Hill Engineers, Inc. in the not-to-exceed amount of nine

thousand five hundred dollars and no cents (\$9,500.00), resulting in an amended contract total of \$46,505.00.

Young / Ekberg - unanimously approved

STAFF REPORT:

1. Hospital Benefit Zone 5-yr Project Plan and 30-Yr Project List Amendment. City Administrator Rob Karlinsey presented an overview of the 30-year project list and answered questions. He then presented the information on the 5-year list, explaining that this list is more conservative in order to establish a track record and some of the projects may slide to 2013 depending upon the work load. Councilmembers asked questions and discussed changes to the five-year list, which will return for a public hearing and Council approval at a later date.

2. Pierce County Flood Control Zone - Determination of Non-Significance. Administrator Karlinsey explained that Pierce County has issued a Determination of Non-significance on the SEPA process to form the Flood Control Zone District. The city has until November 2nd to comment, and November 16th to challenge the DNS. He recommended that the city direct Attorney Wayne Tanaka to submit comments that the County be required to conduct an Environmental Impact Statement for the Flood Control Zone proposal. He further explained that the County has a flood plan list of projects; the city is being included in the proposed flood zone even though none of the listed projects is located in Gig Harbor. Council concurred with the recommendation to ask Mr. Tanaka to comment.

Proclamation for American Indian Heritage Month – Claudia Marston, Historian, Daughters of the American Revolution. Ms. Marston came later in the meeting and so Mayor Hunter asked her to come forward and accept the signed proclamation. She thanked the city for its support.

PUBLIC COMMENT: None.

MAYOR’S REPORT / COUNCIL COMMENTS:

Councilmember Young said that the county redistricting is now complete and the State and Congress are beginning the process. He asked if Council wished to submit a letter against the proposals to sever the Key Peninsula away from the 26th District and to remove Gig Harbor from Congressman Dick’s district. There was no support for the recommendation.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Budget Worksession I: Mon. Nov 7th at 5:30 p.m.
2. Budget Worksession II: Tue. Nov 8th at 5:30 p.m.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i), property acquisition per RCW 42.30.110(1)(b) and Guild Negotiations per RCW 42.30.140(4)(a).

MOTION: Move to adjourn to Executive Session at 7:25 p.m. for approximately 20 minutes For the purpose of discussing pending litigation per RCW 42.30.110(1)(i), property acquisition per RCW 42.30.110(1)(b) and Guild Negotiations per RCW 42.30.140(4)(a).
Payne / Malich – unanimously approved.

MOTION: Move to return to regular session at 7:45 p.m.
Young / Ekberg - unanimously approved.

MOTION: Move to authorize the city’s attorneys to pursue settlement of the Gig Harbor Marina verses City of Gig Harbor lawsuit as recommended by the city attorney with any settlement agreement to be returned to Council for ratification.
Ekberg / Payne – four voted yes. Councilmembers Franich and Malich voted no.

ADJOURN:

MOTION: Move to adjourn at 7:46 p.m.
Franich / Young – five voted yes. Councilmember Ekberg voted no.

CD recorder utilized: Tracks 1002 – 1018

Chuck Hunter, Mayor

Molly Towslee, City Clerk



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO:

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

TO: MOLLY TOWSLEE, CITY CLERK

DATE: 10/17/11

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 600-643-518-001-0114
License: 360178 - 1U County: 27
Tradename: SAFEWAY STORE #2949
Loc Addr: 4831 PT FOSDICK RD NW
GIG HARBOR WA 98335
Mail Addr: PO BOX 29096
PHOENIX AZ 85038-9096
Phone No.: 253-851-6860

APPLICANTS:
SAFEWAY INC.
ARNEBERG, ROBERT C
1936-03-16

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

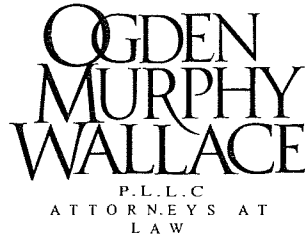
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20120229

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. DREYLING, CHERRI LYNN	THE HARBOR KITCHEN 8809 N HARBORVIEW DR GIG HARBOR WA 98332 2168	083974	BEER/WINE REST - BEER/WINE OFF PREMISES
2. HALFTIME SPORTS, LLC	HALF TIME SPORTS 5114 PT FOSDICK DR NW # J&K GIG HARBOR WA 98335 1717	073240	SPIRITS/BR/WN REST LOUNGE - KEGS TO GO

RECEIVED

NOV - 3 2011

CITY OF GIG HARBOR



Wayne D. Tanaka
wtanaka@omwlaw.com

VIA E-MAIL: aclark@co.pierce.wa.us

November 2, 2011

Adonais Clark, Responsible Official
Pierce County Dept of Planning & Land Serv.
2401 South 35th Street
Tacoma WA 98409-7460

RE: Formation of Pierce County Flood Control Zone District DNS

Dear Mr. Clark:

I represent the cities of Gig Harbor and Milton. I have previously commented on the environmental checklist for this proposed action and incorporate that letter by reference. My clients ask that you reconsider the DNS on the basis that formation of this Flood Control Zone District is part of a single course of action to construct flood hazard mitigation projects in the lower Puyallup river valley. While in the abstract, the creation of a Flood Control Zone District may be separate from the River's Flood Hazard Management Plan (RFHMP), the reality in Pierce County is that there is no money to effectuate the RFHMP and that the County has for years planned on formation of the Flood Control Zone District as a financing mechanism to pay for the costs of the flood control projects. Furthermore, while the Flood Control Zone District is legally a separate quasi-municipal corporation from the County, the reality is that the same people who will control the Flood Control Zone District also have authorized and paid for the RFHMP. It strains credulity to believe that the Flood Control Zone District would not utilize the County's plan in this instance.

My clients believe that SEPA would be best served if environmental review related to the formation of the Flood Control Zone District occurred in the same context as the RFHMP. In this way, the policy makers could determine the environmental and fiscal impacts of the County's plan to construct the flood control projects that it has been planning for a number of years. The policy makers would also be able to review the alternatives to the Flood Control Zone District method of funding and alternative methods of imposing fees and taxes.

Established 1902

A Member of the International Lawyers Network with independent member law firms worldwide

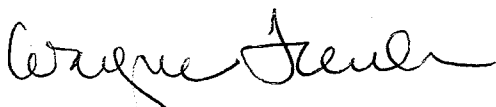
Adonais Clark, Responsible Official
November 2, 2011
Page 2

I am also authorized to notify you that Key Pen Parks, Gig Harbor Fire, and Medic One join in this letter.

If you have any further questions, please do not hesitate to contact me.

Very truly yours,

OGDEN MURPHY WALLACE, PLLC

A handwritten signature in black ink, appearing to read "Wayne D. Tanaka". The signature is fluid and cursive, with a large initial "W" and "T".

Wayne D. Tanaka

WDT/gjz

cc: Rob Karlinsey, Gig Harbor City Administrator
Leticia Neal, Public Works Director
Angela Belbeck
Bio F. Park



Business of the City Council
City of Gig Harbor, WA

Subject: Agreement for Transportation Demand Management (Commute Trip Reduction)

Proposed Council Action:

Motion to approve and authorize the Mayor to execute the Transportation Demand Management Agreement with Pierce County to continue to administer the city's Commute Trip Reduction Plan.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: November 14, 2011

Exhibits: TDA Agreement

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

CLH 10/27/11

RJK

10/19/11

SP

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

INFORMATION / BACKGROUND

On July 11th, Council adopted the final Commute Trip Reduction Plan reviewed by Pierce County, WSDOT, Puget Sound Regional Council and the State Community Trip Reduction Board.

The Commute Trip Reduction program requires a plan for both St. Anthony and City Employees that involves coordination with St. Anthony Hospital, Pierce County, and Pierce Transit.

Attached is an updated agreement with Pierce County to continue to administer the program for the city. City Attorney Angela Belbeck worked with the County Deputy Prosecutor on amendments to the language.

FISCAL CONSIDERATION

Because the plan development and subsequent management requires a commitment of staff time, we are recommending adoption of this agreement with Pierce County to continue to administer the program for the city in exchange for the city's share of state funds (approximately \$3594 over a two-year period). The cities of Lakewood, Puyallup and

University Place all contract with Pierce County. Fife contracts with Tacoma to administer their program.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Motion to approve and authorize the Mayor to execute the Transportation Demand Management Agreement with Pierce County to continue to administer the city's Commute Trip Reduction Plan.

**TRANSPORTATION DEMAND MANAGEMENT AGREEMENT
BETWEEN
PIERCE COUNTY AND THE CITY OF GIG HARBOR**

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and **the CITY OF GIG HARBOR**, a municipal corporation of the State of Washington (herein referred to as "CITY").

WITNESSETH

WHEREAS, RCW 70.94.527, (Commute Trip Reduction Efficiency Act "ACT") requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and drive alone commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, RCW 70.94.541 (2) provides for technical assistance to counties, cities, and towns in developing and implementing Commute Trip Reduction ("CTR") plans and programs, and

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the State's leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through the Commute Trip Reduction programs, including the Growth and Transportation Efficiency Centers in Washington State; and

WHEREAS, RCW 47.06.050 requires that when planning capacity and operational improvements, the State's first priority is to assess strategies to enhance the operational efficiency of the existing system, and states that strategies to enhance the operational efficiencies include, but are not limited to, access management, transportation system management, and demand management ("Strategies"); and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, the Legislature has directed the State to increase the integration of public transportation and the highway system, to facilitate coordination of transit services and planning, and to maximize opportunities to use public transportation to improve the efficiency of transportation corridors (RCW 47.01.330); and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State of Washington in its Sessions Laws of 2011, chapter 367, Section 220(8) and (9), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2011-2013 biennial appropriations to WSDOT; and

WHEREAS, the COUNTY and CITY have agreed upon a Statement of Work for the City as set forth in "Attachment B," attached hereto and incorporated herein by this reference; and

WHEREAS, the COUNTY and CITY have agreed that the COUNTY should perform certain tasks outlined in the City Statement of Work.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

SECTION 1.0 PURPOSE

The purposes of this AGREEMENT are: (1) to continue a cooperative approach among the CITY, the COUNTY, Pierce Transit and other jurisdictions in Pierce County required to plan and administer programs under the ACT in order to address interjurisdictional issues and to meet the statutory requirements of coordination and consistency among the jurisdictions' respective CTR plans, and (2) transfer to the COUNTY the CITY'S responsibilities as defined in Attachment B, Statement of Work for the City, except for Section 2. A., "Work to be Performed."

SECTION 2.0 FUNDING

The sole funding source for this AGREEMENT is funds obtained by Pierce County from WSDOT, based on the methodology set forth in "Attachment A," Fund Allocation Methodology for Washington State Department of Transportation Commute Trip Reduction Funds, attached hereto and incorporated herein by this reference. Funding under this AGREEMENT is dependent upon the COUNTY'S receipt of funds from WSDOT in accordance with the provisions of Agreement Number GCA6897.

SECTION 3.0 SERVICE PROVISIONS

The funds associated with this AGREEMENT shall be used solely for the activities described in Attachment B, "Statement of Work for the City," which, by this reference, is made a part of this AGREEMENT.

SECTION 4.0 AGREEMENT PERIOD

Regardless of the execution date, the effective date of this AGREEMENT shall be July 1, 2011. The expiration date shall be June 30, 2013.

SECTION 5.0 REIMBURSEMENT PROVISION

The COUNTY will retain all of the CITY'S funds as set forth in Attachment A. In exchange, the COUNTY in cooperation with Pierce Transit shall complete the CITY'S responsibilities as defined in Attachment B, "Statement of Work for the City" (except for 2.A.), for all affected employer worksites doing business in the CITY.

SECTION 6.0 PLAN/PROGRAM FOR CITY EMPLOYEES

The COUNTY shall not be responsible for providing, assisting in the development of, record keeping, or otherwise participating in the CITY'S Commute Trip Reduction Program or Plan for its own employees.

SECTION 7.0 AUDITS, INSPECTIONS AND RECORDS RETENTION

- a) The CITY shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDOT that are pertinent to the intent of this AGREEMENT.
- b) WSDOT, State Auditor, and any of their representatives shall have full access to and the right to examine during normal business hours and as often as they deem necessary, all the CITY'S non-privileged records with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, all documents, papers, accounting records, and other materials pertaining to this AGREEMENT shall be retained by the CITY for six (6) years from the date of completion of the project or the project final payment date; or, in case of litigation, the CITY must retain all records until litigation is completed. The CITY shall be responsible to assure that it, WSDOT, the State Auditor, and any of their representatives, retain comparable audit rights with respect to subcontractors to the CITY within the scope of this Agreement.

SECTION 8.0 STATEMENT OF WORK

The CITY shall complete the tasks set forth in "Attachment B," Statement of Work for the City, attached hereto and incorporated herein by this reference

SECTION 9.0 COMPLIANCE WITH LAWS AND REGULATIONS

In carrying out the terms of this agreement, the CITY agrees to abide by all applicable state and federal laws and regulations, including but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence agreement compliance, and retention of all such records. In carrying out the terms of this agreement, the CITY will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW and will also comply with the Americans with Disabilities Act, Public Law 101-336, which provides comprehensive civil rights protections to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication. In carrying out the terms of this agreement, the CITY will adhere to RCW 73.16.010 which provides employment preference in every public department and upon all public works of the state for certain veterans.

SECTION 10.0 AGREEMENT MODIFICATIONS

Either party may request changes to this agreement, including changes in the Statement of Work. Such changes which are mutually agreed upon shall be incorporated as written amendments to the AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

SECTION 11.0 TERMINATION OF AGREEMENT

This AGREEMENT may be terminated immediately upon provision of written notice by one party to the other in the event the other fails to perform its obligations as described in this AGREEMENT.

Any party may also terminate this AGREEMENT for convenience and without cause by providing the other party with written notice not less than sixty (60) days in advance.

This AGREEMENT may be terminated upon provision of written notice not less than (14) fourteen days prior to the effective date of termination, if the requisite state funding is reduced or becomes unavailable through failure of appropriation or otherwise.

This AGREEMENT may be terminated immediately upon provision of written notice should WSDOT determine that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

SECTION 12.0 SPECIAL PROVISION

The COUNTY'S or CITY'S failure to insist upon the strict performance of any provision of this AGREEMENT, or to exercise any right based upon breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

SECTION 13.0 DEFENSE AND IDEMNITY

Each party agrees to protect, defend, and indemnify the other party, its officers, officials, employees, and agents from any and all costs, claims, judgments and/or awards of damages arising out of or in any way resulting from the indemnifying party's default, failure of performance, or negligent conduct associated with this Agreement, by the indemnifying party, its employees, subcontractors or agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide each party with a full and complete indemnity of claims made by the other party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

SECTION 14.0 GOVERNING LAW AND VENUE

This AGREEMENT shall be construed and enforced in accordance with and the validity and performance thereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the Superior Court of Pierce County, Washington.

SECTION 15.0 SEVERABILITY

In the event that any term or condition of this AGREEMENT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms or conditions of this AGREEMENT which can be given effect without the invalid term or condition. To this end the terms and conditions of this AGREEMENT are declared severable.

SECTION 16.0 ADDITION OF PARTIES OR CHANGE IN STATUS

In the event a jurisdiction becomes affected by RCW 70.94.521-551, the COUNTY will assist the jurisdiction in the development of their CTR ordinance and plan until state funds can be reassessed on the quarterly schedule. The CITY is a party to this AGREEMENT, and if it finds it is no longer required to implement a CTR Plan, it may continue to be a party to this AGREEMENT for purposes of participating in the Technical Work Group for information sharing but shall not receive state funds effective with the quarter following the change in status.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date and year written above.

PIERCE COUNTY

CITY OF GIG HARBOR

PAT MCCARTHY
Pierce County Executive

CHARLES HUNTER
Mayor

Date

Date

BRIAN J. ZIEGLER
Public Works and Utilities Director

ATTEST:

Date

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

Date

Date

Risk Management

Date

Budget and Finance

Date

Attachment A

**FUND ALLOCATION METHODOLOGY FOR
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
COMMUTE TRIP REDUCTION (CTR) FUNDS**

Funding allocated by WSDOT for local implementation of CTR activities is based on the following formula:

1. Fifty percent of the WSDOT allocation to Pierce County shall be allocated to Pierce Transit.
2. After the Pierce Transit allocation, 5% shall be allocated to Pierce County for coordination efforts.
3. The remaining state funding for local CTR implementation will be allocated to the affected jurisdictions based on the number of affected worksites in each jurisdiction.
4. At the end of the final quarter any unclaimed state funds shall be allocated to the entities which have reported expenses beyond their allocations. The allocation of unclaimed amounts shall follow steps 1-3 as stated above. Unclaimed state funds and over expenditures will be determined by the progress reports.

**July 1, 2011 – June 30, 2013 Allocation
Based on numbers submitted to WSDOT on April 15, 2011**

	Number of Worksites	Total Allocation
Pierce Transit	n/a	\$139,983
Pierce County Coordination	n/a	\$7,000
City of DuPont	3	\$5,391
City of Fife	2	\$3,594
City of Gig Harbor	2	\$3,594
City of Lakewood	8	\$14,377
Pierce County	10	\$17,971
City of Puyallup	6	\$10,782
City of Sumner	3	5,391
City of Tacoma	38	\$68,289
City of University Place	2	\$3,594
TOTAL	74	\$279,966

ATTACHMENT B

STATEMENT OF WORK FOR THE CITY

CITY Statement of Work

The CITY shall perform the following tasks:

1. Administrative Work Plan

The CITY agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the CITY submits its first invoice, whichever is sooner.

- A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to strategies associated with this AGREEMENT and other strategies as defined in approved and locally adopted CTR or GTEC plans. These may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
- B. The administrative work plan budget shall identify how the CITY will use the state funds provided in this AGREEMENT for each task. The work plan shall also provide an estimate of the other financial resources not provided in this AGREEMENT will be used to complete each task.

The administrative work plan must be approved in writing by the WSDOT Project Manager and signed by the CITY, and shall be incorporated as a written amendment to the AGREEMENT. The work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CITY.

2. Work to be Performed

- A. The CITY, has enacted or will enact a Commute Trip Reduction (CTR) ordinance in compliance with RCW 70.94.521-.555.
- B. The CITY agrees to implement a CTR program based on the approved administrative work plan and the draft or adopted local CTR plan and to comply with all provisions of the CITY ordinance.

3. Implementation Plans

The CITY shall incorporate appropriate sections of the Project Scope of Work and Incentives Guidance, as well as the approved Work Plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of the CTR/GTEC plans, and compliance with applicable ordinances.

4. Appeals, Exemptions, and Modifications

The CITY shall maintain an appeals process consistent with this AGREEMENT and applicable ordinances, and procedures contained in the Commute Trip Reduction Guidelines which may be obtained from WSDOT or found at <http://www.wsdot.wa.gov/tdm/>.

5. Survey Coordination

The CITY agrees to coordinate with WSDOT and its contracting partners for commute trip reduction employer surveys.

6. Database Updates

The CITY agrees to provide WSDOT with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

7. Planning Data

The CITY agrees to provide WSDOT with the CTR program goals established for newly affected worksites when they are established by the local jurisdiction. The CITY agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT.

8. Coordination with Local CTR Efforts

The CITY agrees to be an active member of the Pierce County Technical Work Group.

9. Coordination with Regional Transportation Planning Organization

The CITY shall coordinate the development and implementation of its CTR/GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The CITY agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CITY agrees to provide information about the progress of its CTR/GTEC plan and programs to the RTPO upon request.

ATTACHMENT C
Project Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

Reporting quarter:		Date:	
Organization:		Agreement number:	GCA 6897
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: <i>(from work plan)</i>	•		
Completed activities this quarter			
•			
Planned activities for next quarter			
•			
Describe issues, risks or challenges and resolutions			
•			
Estimated expenditures of state funds for this quarter			
•			

ATTACHMENT D
Final Project Progress Report

Commute Trip Reduction (CTR) Final Project Report

Biennium:	2011-2013	Date:	
Organization:		Agreement number:	GCA 6897
Biennial targets	Estimate of drive-alone trips to reduce to meet goal: •		
Deliverables: <i>(from work plan)</i>	•		
Describe your progress on each of your deliverables this biennium.			
•			
Did you meet your targets for this biennium? Why or why not?			
What were your major successes this biennium? How did they help you make progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
What were your major challenges this biennium? How did they hinder your progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
How do you measure the performance of your strategies?			
•			
What did you learn this biennium?			
•			
What would help you be more successful in the future? Please be specific (If it's more resources, how much and what would they be for, etc.).			
•			

For each of the strategies in your administrative work plan, describe your expected outcomes, whether you met those outcomes, and why or why not.

Strategy	Expected outcomes	Performance measures	Outcomes met?	Why or why not?

If your organization used other financial resources besides state CTR funds to implement the activities in your administrative work plan for this agreement, please provide the information below.

Source of local funds	Total spent this agreement	How the funds were used
Total local funds:		

If your organization disbursed any state CTR funds to other organizations to implement the activities in your administrative work plan for this agreement, please list the total amount disbursed for the biennium below.

Organization	Total disbursed this agreement	Purpose of disbursement
Total disbursement:		



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution 879 – Sole Source Purchase of Equipment

Proposed Council Action: Authorize the Resolution waiving competitive bidding for the purchase of a Channel Monster from JWC Environmental®, the sole source supplier, and authorize the Mayor to execute a purchase order necessary to purchase the Channel Monster

Dept. Origin: Public Works/WWTP

Prepared by: Darrell Winans *DW*
Supervisor

For Agenda of: November 14, 2011

Exhibits: Resolution 879

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

CLH 10/31/11

PK

by e-mail

[Signature]

Expenditure Required	\$80,371.02	Amount Budgeted	\$83,355.00	Appropriation Required	\$0
----------------------	-------------	-----------------	-------------	------------------------	-----

INFORMATION / BACKGROUND

This JWC Environmental® Channel Monster is budgeted in the 2011 City of Gig Harbor Budget. This new Channel Monster will replace the existing Channel Monster installed in 2002. Pump Station 3A is the main pump station in the City. The channel monster's function is to grind and shred materials that enter into the sewer system. There is no known industry equal to substitute for this unit. JWC Environmental® is the sole source supplier of the product, as there is no known equal.

FISCAL CONSIDERATION

The cost for this Channel Monster is \$80,371.02 including sales tax, which will be funded by the 2011 Budget.

The 2011 City of Gig Harbor Budget includes funding for this replacement in the Wastewater Division Operating budget. The budget summary for this item is provided in the table below:

JWC Environmental® Channel Monster	\$74,143.00
8.4% Sales Tax	\$ 6,228.02
TOTAL	\$80,371.02

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize Resolution No. 879 waiving competitive bidding for the purchase for Sole Source Provider – Pump Station 3A JWC Environmental® Channel Monster, and authorize the Mayor to execute the contract or purchase order necessary to purchase the Channel Monster.

RESOLUTION NO. 879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON WAIVING THE REQUIREMENT FOR COMPETITIVE BIDS FOR PURCHASE OF A CHANNEL MONSTER FOR PUMP STATION 3A FROM JWC ENVIRONMENTAL®.

WHEREAS, the City of Gig Harbor is in need of replacing the existing Channel Monster installed in 2002 at Pump Station 3A; and

WHEREAS, Pump Station 3A is the main pump station in the City of Gig Harbor; and

WHEREAS, the Channel Monster's function is to grind and shred materials that enter into the sewer system and the Channel Monster produces debris small enough to prevent clogging of the pumps in the sewer system; and

WHEREAS, JWC Environmental® is the sole source supplier for this product; and

WHEREAS, the City's purchasing policy set forth in Resolution No. 593 authorizes the waiver of competitive bidding in the event the product comes from a sole supplier; Now, therefore,

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

Section 1. Waiver of Competitive Bidding. As authorized by Section 2 of Resolution No. 593, competitive bidding is hereby waived for the purchase of the JWC Environmental® Channel Monster Model CDD2416-XDM2.0 grinder including motor controller and framework as described on Quote #13902 as JWC Environmental® is the sole supplier of the product.

RESOLVED this 14th day of November, 2011.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK: 10/25/11
PASSED BY THE CITY COUNCIL: 11/14/11
RESOLUTION NO. 879



JWC
Environmental®

2600 S. Garnsey Street
Santa Ana, CA 92707
Tel: 714-428-4753
Fax: 714-549-4007
johns@jwce.com

ORDER AGREEMENT

To:	Mr. Darrell Winans	From:	John Schatzlein
Email:	winansd@cityofgigharbor.net	Phone:	714-428-4753
Phone:	253-851-8999	Fax:	
		Date:	Monday, October 24, 2011
Company:	City of Gig Harbor	Pages:	1 of 2
Cust Ref:	LOI (8-3-11) Gig Harbor WWTP	JWCE Ref:	108493 RevA(confidential info)

The City of Gig Harbor wishes to order from JWC Environmental Inc. one (1) Channel Monster model CDD2416-XDM2.0 grinder including motor controller and framework as described on Quote 13902.

This Order Agreement between the City of Gig Harbor, with offices located at 3510 Grandview Street, Gig Harbor, WA. 98335, and JWC Environmental, Inc., with offices located at 290 Paularino Avenue, Costa Mesa CA. 92626, establishes the terms and conditions of purchase as follows.

1. Purchase Price: \$74,143.00 lump sum (includes freight, excludes taxes). Sales tax is the sole and exclusive responsibility of the purchaser. JWCE does not collect sales taxes in the state of Washington.
2. Shipping Terms: FOB Origin, freight included and allowed to the jobsite.
3. Payment Terms: Net 30 days from invoice/shipping date.
4. Warranty: The Seller warrants until two (2) years after Owner acceptance of the Product or until 30 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.
5. Ship-to Address (Please PROVIDE) _____

6. The attached JWC Terms and Conditions of Sale - Form F360JWCE0107-Revised 10-24-2011, shall apply to this order and are fully incorporated by reference.

I acknowledge that the foregoing represents the Order Agreement and our acceptance of the terms as stated above. Further, I hereby certify that I am authorized to bind the agency in contractual matter.

City of Gig Harbor

By _____ Date _____
Print Name _____
Title _____

Note: Your signed Order Agreement must be returned in order for us to commence with production/shipment. Thank you for your cooperation in this matter, please reply by email/fax to 714.549.4007.

Sincerely,
John Schatzlein
Contracts Administrator

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, or as may otherwise be required by law, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.



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

Subject: Resolution – Renewal of Pierce Conservation District Assessment

Proposed Council Action: Adopt a resolution renewing the existing resource conservation fee within the City of Gig Harbor.

Dept. Origin: Public Works
Prepared by: Wayne Matthews *WPM*
For Agenda of: November 14, 2011
Exhibits: Resolution and Report of Accomplishments

Initial & Date

Concurred by Mayor: *CLH 11/7/11*
Approved by City Administrator: *RBK*
Approved as to form by City Atty: *ABW/E main 10/23/11*
Approved by Finance Director: *JCF 11.4.11*
Approved by Department Head: *[Signature] 11/2/11*

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

INFORMATION/BACKGROUND

The City of Gig Harbor adopted Resolution No. 813 in November 2009 that enacted a resource conservation fee for one year of \$5 for each parcel located in the City of Gig Harbor for the Pierce Conservation District. This fee was renewed in 2010 for another one year per Resolution No. 846.

This fee allows for the Pierce Conservation District to provide its services and partnerships to the City and its citizens. These services and partnerships include public outreach and educational assistance to the City's citizens, employees, and contractors related to environmental stewardship and habitat restoration within the City's watersheds, eligibility for multiple educational grants and environmental stewardship grants, Gig Harbor Farmers Market support through promotion and additional funding of the Market, technical assistance with citizen groups, and partnering on citizen-based initiatives and projects.

Throughout 2010 and 2011 the City and its citizens received multiple assistance opportunities from the Pierce Conservation District as outlined in the attached report of accomplishments. Additionally, the City and its citizens have planned more assistance opportunities from the District in 2012 and the foreseeable future. Therefore the proposed resolution renewing the fee extends the time period from one year to five years.

FISCAL CONSIDERATION

The continued assessment of \$5 per parcel is collected directly by the Pierce County Auditor from property owners within the City. Renewing this resource conservation fee would not add a new fee but rather continue the existing assessment.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Adopt a resolution renewing the existing resource conservation fee within the City of Gig Harbor.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, THAT THE PIERCE COUNTY COUNCIL CONTINUE A RESOURCE CONSERVATION FEE WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF GIG HARBOR.

WHEREAS, the City of Gig Harbor (City) is required to plan and implement programs and projects in response to requirements outlined in the City's National Pollutant Discharge Elimination System (NPDES) Phase 2 Municipal Stormwater Permit issued by the Washington State Department of Ecology; and

WHEREAS, these programs and projects include public outreach and education of the City's citizens, employees, and contractors; and

WHEREAS, these programs and projects also involve documenting maintenance practices of private stormwater facilities whereby the City verifies maintenance regulations and provides technical assistance on how maintenance should be performed; and

WHEREAS, the City routinely performs capital projects that require habitat restoration in the scope of work; and

WHEREAS, the City has no baseline stream data on most of the streams flowing through the City; and

WHEREAS, the Pierce Conservation District (District), including Stream Team, is a leader in environmental stewardship and reestablishing habitat within watersheds by providing public outreach and education, technical assistance, stream monitoring stations and data, coordination of volunteers, and education of stream monitoring techniques for Pierce County citizens since 1994; and

WHEREAS, the District offers significant assistance to local governments and private citizens in response to the mandated NPDES requirements; and

WHEREAS, the City loses many opportunities by not being partners with the District, including eligibility for multiple educational grants and environmental stewardship grants, Gig Harbor Farmers Market support through promotion and additional funding of the Market, technical assistance with citizen groups, and partnering on citizen-based initiatives and projects; and

WHEREAS, the City currently receives support from the District with the City's Chum Festival through equipment and volunteer efforts, which could cease without further in-kind assistance; and

WHEREAS, the City approved Resolution 813 in November 2009 to initially enact this resource conservation fee for a one-year time period; and

WHEREAS, the City approved Resolution 846 in November 2010 to renew this resource conservation fee for another one-year time period; and

WHEREAS, the City and its citizens received multiple opportunities for assistance from the Pierce Conservation District throughout 2011; and

WHEREAS, the City and its citizens have planned many more opportunities for assistance from the Pierce Conservation District in the foreseeable future; and

WHEREAS, the Pierce County Council possesses the authority under RCW 89.08.400 to enhance the ability of the Pierce Conservation District to assist local governments by enacting an annual Resource Conservation Fee of up to five dollars (\$5.00) per parcel within the Pierce Conservation District's boundaries for a period of not greater than five (5) years.

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

Section 1. For the reasons stated above, the City Council hereby requests that the Pierce County Council, in accordance with RCW 89.08.400, enact an annual Resource Conservation Fee of five dollars (\$5.00) for a period of five (5) years from the date the Pierce County Council enacts the fee as resolved herein within the corporate boundaries of the City of Gig Harbor.

RESOLVED this ____ day of November, 2011.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

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

**2011 Pierce Conservation District Report of Accomplishments
for the City of Gig Harbor**

Farm Program

- **Six site visits were completed** to identify site specific recommendations that *identify best management practices which reduce mud, improve manure management and increase pasture productivity*. Reports were provided to the landowners and regular follow up is conducted to assist in implementation and provide feedback.
 - BMPs Implemented: 1 Manure/Compost bin
3 Pasture grazing rotation
1 Heavy use area paddock system
2 Nutrient management plans implemented
- **Five soil samples were collected and tested** from properties within the City to identify existing nutrient deficiencies and provide specific recommendations that *prevent over or incorrect fertilizing leading to potential impacted surface water runoff*.
- **Five small farm workshops** were presented. These events were focused towards residents of Gig Harbor and the surrounding communities (two within the city, three in unincorporated Pierce County/Key Peninsula) to provide information and resources on farm best management practices, local farm regulations and natural resource protection.
- Pierce Conservation District worked with the City of Gig Harbor to present the **Donkey Creek Chum Festival**. PCD provided *resources including tables, tents, chairs and staff support for the fish painting booth*.
- Pierce Conservation District staff represented the KGI watershed at the Open Space Task Force meetings to identify local priorities and tasks for preserving open space.
- Pierce Conservation District continues to provide assistance to small farmers and landowners in the Crescent Valley, Wollochet and Burley Lagoon Watersheds.
 - One small farm plan was completed to identify and prevent natural resource impacts while improving farm efficiency.
 - Cost share assistance to install 3 bin manure structure.
 - Nine site visits completed to improve farm efficiency while reducing impacts to natural resources.
 - Four soil samples were collected and tested for nutrient deficiencies or overages. Site specific fertilizer recommendations were provided.
 - Participate in local water quality meetings to address impact concerns in Burley lagoon.
 - Participate in the PenMet parks comprehensive plan update process.

Stream Team Program

- **Coordinated water quality monitoring on Donkey Creek** by 65 Harbor Ridge Middle School 7th grade science students.
- **Coordinated water quality monitoring by citizen volunteers on Donkey and Crescent Creeks** (one volunteer, two monitoring sites).
- **Coordinated blackberry removal at Wilkinson Park** as part of Parks Appreciation Day activities.
- **Coordinated volunteer restoration planting of swale at Wilkinson Park** (21 volunteers, 160 plants).
- Anticipated coordination of rain garden installation as part of the City's Stanich Lane project (projected installation date of Nov.-Dec. 2011; # of volunteers unknown at this time).
- Provided an opportunity for city staff to conduct public education and outreach as part of NPDES permit requirements at the Pierce Conservation District/Stream Team booth at the Puyallup Fair.
- Presentation to Harbor Covenant Church members on Stream Team volunteer opportunities in Gig Harbor.

Benefiting both the City and surrounding area:

- Provided information on Stream Team program and upcoming volunteer opportunities at Harbor Wild Watch beach walk.
- Held two water quality workshops for 11 volunteers – including City residents – in the Key Peninsula-Gig Harbor-Islands watershed.
- Conducted macroinvertebrate sampling on Crescent Creek with citizen volunteers.
- Provided native plant material to the community – including City residents – through the 2011 PCD Native Plant Sale.



Business of the City Council
City of Gig Harbor, WA

Subject: Holiday Tree Lighting
Entertainment Contract

Proposed Council Action:

Authorize the award and execution of the contract for the holiday tree lighting entertainment to Rokkerboxx in the amount of three hundred dollars and no cents (\$300.00).

Dept. Origin: Public Works - Operations
Prepared by: *Marco Malich*
Marco Malich.
Public Works Superintendent

For Agenda of: November 14, 2011

Exhibits: Contract
Initial & Date

Concurred by Mayor: *CLH 11/14/11*
Approved by City Administrator: *PK*
Approved as to form by City Atty: *by e-mail*
Approved by Finance Director: *[Signature]*
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$300	Budgeted \$1,400	Required \$0

INFORMATION / BACKGROUND

The 2011 Parks Operating Budget, Objective 2 provides \$1,400 for entertainment at the annual tree lighting event. Jesse Savage dba Rokkerboxx were chosen to perform in 2011 for the amount of \$300.

FISCAL CONSIDERATION

This expense will be paid for out of Parks, Professional Services, of which the funds were received by corporate community support of CenturyLink in the amount of \$1,400.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the holiday tree lighting entertainment to Jesse Savage in the amount of three hundred dollars and no cents (\$300.00).

**CONTRACT FOR CHRISTMAS TREE LIGHTING CONCERT
CONTRACTOR AGREEMENT WITH THE CITY OF GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **JESSE SAVAGE**, whose address is 14952 Peacock Hill Rd SE Olalla, WA. 98359 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide musical services, as part of the Gig Harbor 2011 Holiday Tree Lighting; and

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

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on December 3rd, 2011 with an expected audience of 500 persons. The concert will take place regardless of the weather, rain or shine.

The Contractor agrees to provide a band singing holiday carols with their small sound system at the below listed concert site between the hours of 5:00 p.m. to 6:45 p.m., with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor is instructed to stand beneath the pavilion located on the park property awaiting check in with Laureen Lund at 4:30 pm.

II. Payment

The City shall pay the Contractor three hundred dollars and no cents (\$300.00), which shall be paid to the Contractor, by mail, ten days after the performance.

III. Relationship of Parties

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

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

III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2011.

THE CITY OF GIG HARBOR

By: Jesse R. Savage

Jesse Savage
14952 Peacock Hill Rd SE
Olalla, WA 98359
253-851-6559

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk



Business of the City Council
City of Gig Harbor, WA

Subject: Closed Record Decision-Final Plat Approval-"Jasmine Court" (FPLAT-11-0001)

Dept. Origin: Planning Department

Prepared by: Kristin Moerler, Associate Planner *KM*

For Agenda of: November 14, 2011

Proposed Council Action: Approve resolution

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

	Initial & Date
Concurred by Mayor:	<u><i>CLH 11/14/11</i></u>
Approved by City Administrator:	<u><i>ROK</i></u>
Approved as to form by City Atty:	<u><i>EMAIL</i></u>
Approved by Finance Director:	<u><i>[Signature]</i></u>
Approved by Department Head:	<u><i>[Signature] 11/8/11</i></u>

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

INFORMATION / BACKGROUND

Attached for your consideration is a resolution approving the final plat for Jasmine Court, located east of Stanich Avenue and north of Lamphere Lane at 7427 Stanich Ave. The applicant is Amalani LLC, represented by Barry Margolese. The preliminary plat was conditionally approved by the City Hearing Examiner on September 8, 2009.

The final plat addresses the segregation of the site into 11 single-family lots, as well as the associated infrastructure and amenities required to serve the homes. Amenities include natural and landscaped open space areas. There are no designated critical areas on the property.

POLICY CONSIDERATIONS

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

ENVIRONMENTAL ANALYSIS

The City issued a Mitigated Determination of Non-Significance (DNS) for a 10 lot preliminary plat on February 29, 2008 associated with a prior preliminary plat approval granted for the site in 2008. The City issued an Addendum addressing the revised configuration and additional lot being created by the Jasmine Court Preliminary Plat. The Addendum was issued on August 27, 2009.

FISCAL CONSIDERATION

The proposal does not include any significant fiscal impacts.

PLANNING DIRECTOR RECOMMENDATION

The Planning Director, Tom Dolan, has recused himself from review of this application. Jennifer Kester, acting as Planning Director, recommends that the City Council move to adopt the resolution approving the final plat of Jasmine Court.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor Hunter and City Council
FROM: Jennifer Kester, acting as Planning Director *JK*
SUBJECT: Closed Record Decision-Final Plat Approval Jasmine Court
DATE: November 8, 2011

INFORMATION/BACKGROUND:

The applicant, Amalani LLC, has requested final plat approval for Jasmine Court to allow the segregation of the site into 11 single-family lots, and the development of associated infrastructure and amenities required to serve the homes. The site is located east of Stanich Avenue and north of Lamphere Lane at 7427 Stanich Ave.

The preliminary plat was approved by the City in September of 2009 to allow the segregation of the site into 11 lots, subject to 29 conditions of approval. The following is an analysis of the request for consistency with the city's requirements for final plat approval and with the conditions of approval imposed upon the preliminary plat.

POLICY CONSIDERATIONS:

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

GHMC 16.06.004-Recommendation as prerequisites for final plat approval:

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

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

The City of Gig Harbor is furnishing sewage disposal and water to the site.

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

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

C. Approval of the city engineer.

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

GHMC 16.06.005-Criteria for approval of subdivisions:

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

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

The plat of Jasmine Court has met the requirements of the municipal code. The proposed subdivision conforms to all applicable zoning ordinances and the comprehensive plan. The applicant has complied with the requirements to dedicate streets, open space and utility and access easements. Construction of required improvements has complied with the city's adopted public works construction standards. For those improvements that have not been completed, the applicant has bonded for the work pursuant to GHMC 16.08. In addition the final plat contains the required certificates from the owner, surveyor, and city and county officials.

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

The Hearing Examiner's decision dated September 8, 2009 contained 29 conditions of approval. There was an error in the numbering of the conditions in the decision such that there are two conditions of approval numbered 13, 14 and 15. The proposed final plat of Jasmine Court has conformed to the conditions of the preliminary plat as follows:

HEX Condition 1: The approval of this application vacates the prior preliminary plat approval affecting the site. The application known in the City's database as PL-PPLAT-07-0005 is null and void.

This condition was informative in nature and required no action on the part of the applicant. The prior preliminary plat case known as PL-PPLAT-07-0005 has been noted as "revoked" in the City's permit database pursuant to this condition.

HEX Condition 2: The applicant shall submit their proposed road name for the internal private road. Road name shall be approved by City Council prior to the filing of the final plat application with the City.

The road name, Shaw Lane, was approved by the City Council of Gig Harbor on May 24, 2010.

HEX Condition 3: The applicant shall comply with the mitigation included in the MDNS issued for the development of this site (SEPA 07-0038 and SEPA 09-0007) unless a revised SEPA decision is issued for the project.

A cultural resource report was submitted in October 2009, all other compliance issues related to the construction have been completed.

HEX Condition 4: Final Plat drawings shall only depict setbacks where a larger than normal setback is required to comply with lot width requirements (lots 4, 5, 8 and 9). A note shall be included on the face of the final plat that indicates that setbacks unless otherwise shown shall be as per GHMC 17.16. For lots 4, 5, 8 and 9: the front setback shown shall be applicable to both the house and garage, a porch shall be allowed to be located up to 8 feet forward of the front setback shown.

Setbacks have been noted and shown on the final plat consistent with the condition.

HEX Condition 5: The final plat shall note the 25 foot perimeter buffer area as a "buffer area" and that any changes to the buffer shall require approval from the City of Gig Harbor Planning Department.

Buffer area has been shown on the final plat and noted as required.

HEX Condition 6: The final plat shall note the landscape tracts not included in the perimeter buffer area as required landscape areas and that changes to these areas shall be in conformance with the findings of approval of the alternative landscape plan for the plat.

Landscape tracts have been shown and noted as required.

HEX Condition 7: The proposed homeowners association shall maintain all landscape and buffer areas.

A note regarding the maintenance of these areas has been included on the final plat.

HEX Condition 8: Applicant shall install a permanent fence where retaining walls do not define the inner edge of the perimeter plat buffer. Fence design shall be of a split rail design with two rails, or an equivalent design.

This item has been bonded for under the landscaping performance bond.

HEX Condition 9: All construction activities within 10 feet of the dripline of any tree proposed or required to be retained shall be performed in a manner consistent with the recommendations of the arborist report submitted on August 19, 2009 or as revised by the project arborist.

This item was complied with during the construction phase.

HEX Condition 10: Tree protection shall be provided for all retained significant vegetation on the site consistent with the barricade requirements contained in GHMC 17.78.050 (E). Final location of the tree protection fencing shall be reviewed and approved by the project arborist prior to submittal for the City. Any conditions relating to tree protection recommended by the arborist shall be implemented in the construction of the development. Tree protection is required to be reviewed and approved by planning staff prior to issuance of the civil plan approval, and further shall be inspected by planning staff prior to the start of work on the site.

This item was complied with during the construction phase.

HEX Condition 11: Planning staff shall review perimeter screening with the applicant after clearing, grading and retaining wall construction are completed on the site to determine if additional plantings are needed to meet minimum standards for a dense vegetative screen (GHMC 17.78.060(B)) based on field conditions. Irrigation shall be provided for all required plantings. Plantings shall be installed or bonded for prior to final plat application.

This item has been bonded for under the landscaping bond.

HEX Condition 12: 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 said donee(s) grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).

This item has been addressed in the dedication as shown on the final plat.

HEX Condition 13: Since the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged

before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.

This item has been addressed in the dedication as shown on the final plat.

HEX Condition 14: Any dedication filed for record shall be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.

A title report was submitted with the final plat application.

HEX Condition 15: The applicant shall install frontage improvements along the Stanich Avenue roadway frontage. These improvements shall meet Figure 2-07B of the City's Public Works Standards. Stormwater runoff from these improvements shall be incorporated into the stormwater conveyance, treatment, and detention facilities located at the site for the proposed new impervious area.

This condition has been completed

HEX Condition 13: Provide to the City both a final record drawing and a final record survey of the proposed development, each in both mylar format and digital format. These drawings shall be provided after the City accepts the construction improvements shown on the civil plans but prior to any certificate of occupancy for any single family residences located on the plat. The digital format of the drawings shall be in AutoCAD version 2008 or older and include all improvements in the right of way and all stormwater, water, and sewer utilities. The horizontal datum shall be NAD 1983 HARN State Plane South FIPS 4602 feet, or as otherwise approved by the City. The vertical datum shall be NGVD 29, or as otherwise approved by the City.

This condition has been completed

HEX Condition 14: Proposed water and sewer utility designs, stormwater facility designs, and roadway designs shall conform to the City's Public Works Standards and Stormwater Design Manual. These Standards also address specific City design requirements such as restoration of the City right-of-way and traffic control.

This condition has been completed

HEX Condition 15: Erosion shall be controlled throughout the construction of the project per the City's Public Works Standards and Stormwater Design Manual.

This condition has been completed

HEX Condition 16: City forces may remove any non-conforming traffic control device constructed within the City right-of-way. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.

This condition has been completed

HEX Condition 17: A road encroachment permit shall be acquired from the City prior to any construction within City right-of-way, including utility work, improvements to the curb, gutter, and sidewalk, roadway shoulders and ditches, and installation of culverts. All work within the City right-of-way shall conform to the City's Public Works Standards and Stormwater Design Manual.

This condition has been completed

HEX Condition 18: Permanent survey control monuments shall be placed to establish public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. A minimum of two permanent survey control monuments shall be installed at locations determined by the City in accordance with the City's Public Works Standards and recorded with the Pierce County Auditor prior to final engineering approval of civil improvements.

This condition has been completed as shown on the final plat.

HEX Condition 19: Irrigation and maintenance of landscaping within the public right-of-way shall be the responsibility of the property owner(s) or its heirs or assigns.

This condition has been added as a note on the final plat. Note 15 on page 4.

HEX Condition 20: This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.

Complete.

HEX Condition 21: The final plat map shall note (where quoted) or delineate the following:

- a. "WARNING: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described in this plat."

- b. "Increased stormwater runoff from the road(s), building, driveway and parking areas shall not be directed to City infrastructure. Increased storm water runoff shall be retained/detained on site."
- c. "Where seasonal drainage crosses subject property, no disruption of the natural flow shall be permitted."
- d. Storm water for runoff from buildings shall be shown on individual building lots, including drywell sizing or storm drain connection points.
- e. "This plat is subject to storm water maintenance agreement recorded under Auditor's file number (enter AFN here)."
- f. "Storm water/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this plat map. No encroachment will be placed within the easements shown on the plat that may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or its heirs or assigns, as noted under the stormwater maintenance agreement for the plat."

These notes have been shown on sheet 4 of the final plat.

HEX Condition 22: City records do not have current flow test information for this site therefore the applicant may be required to conduct flow tests to verify adequacy prior to final plat application. Applicant shall work with the Fire Marshal to determine if fire flow tests will be required during the civil review of the project.

This item has been completed.

HEX Condition 23: The water system, including fire flow and hydrants, must be installed, tested, approved and operational prior to approval of the final plat.

This item has been completed.

HEX Condition 24: The plans illustrate a 26 feet wide roadway thus requiring fire lane markings complying with City standards on one side of the roadway. Locations and details of the markings demonstrating compliance with City standards must be provided at the time of civil plan review.

This item has been completed.

HEX Condition 25: Retaining walls and rockeries in excess of 4 feet in height, and all such walls retaining a surcharge require engineered design and building permits. The storm water detention vault will likewise require a building permit. Special inspection is required for all structural fills placed on the site supporting roadways or buildings during plat development.

This item has been completed.

HEX Condition 26: The applicant shall submit a plan for approval to address the potential hazard and traffic delay from conflict at the intersection of Grandview and Stanich and vehicles attempting to turn onto Grandview and carry out the approved plan.

This item has been completed.

The Planning Department Director approved an alternative landscape plan (amended) on October 20, 2010 subject to an additional 4 conditions. The following is a review of the final plat's consistency with the conditions.

Alt. Landscape Condition 1: The full depth of the 25 foot buffer shall be planted, including areas located at the toe of the rockery. Nothing in this approval alters the conditions of approval related to the perimeter buffer or additional landscape areas as specified in the Hearing Examiner approval of the preliminary plat.

This item has been bonded for under the landscaping bond.

Alt. Landscape Condition 2: The stand of douglas fir trees near the stormwater vault proposed for retention, shall be retained. If removal of some of these trees is determined necessary by the project arborist, to facilitate the long term health of the buffer (as the area is very densely populated), priority for removal shall first be any damaged or unhealthy trees, then removal of smaller trees to facilitate the retention of the larger trees. Removal of any tree larger than 3" in diameter in this area shall be approved by the City prior to removal.

All trees in this area have been retained.

Alt. Landscape Condition 3: Applicant shall have the revised tree protection fencing inspected by City Planning staff. No grading or other construction shall occur within 15 feet of the drip line of any significant tree once the existing tree fencing is removed and/or relocated until the new fencing location is approved.

This item has been completed.

Alt. Landscape Condition 4: High visibility fencing shall be placed and maintained around the vine maples to protect them during grading activities (including berm construction). This fencing shall be in place for inspection at the time of inspection of the new tree protection fence locations. This fence is not required to conform to the tree protection fencing standard.

This item has been completed.

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

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

- D. Director's Decision: Jennifer Kester, acting as Planning Director, recommends that the City Council move to adopt the resolution approving the final plat of Jasmine Court.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT OF JASMINE COURT, LOCATED EAST OF STANICH AVENUE AND NORTH OF LAMPHERE LANE; PIERCE COUNTY ASSESSOR-TREASURER PARCEL NUMBERS 0221082212, 0221086012, and 0221082183, AND CITY OF GIG HARBOR FILE NO. PL-FPLAT-11-0001.

WHEREAS, on September 8, 2009, the City of Gig Harbor Hearing Examiner conditionally granted preliminary plat approval to Jasmine Court, located east of Stanich Avenue and north of Lamphere Lane at 7427 Stanich Ave; Pierce County Assessor-Treasurer Parcel Numbers 0221082212, 0221086012, and 0221082183; and

WHEREAS, on October 20, 2010, the Planning Director approved an amendment to the alternative landscape plan for the preliminary plat addressing tree removal and mitigation in the perimeter buffer of the subdivision; and

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

WHEREAS, street names for the Jasmine Court subdivision were previously approved by the City on May 24, 2010; and

WHEREAS, an application for final plat approval was submitted to the City on September 20, 2011, and deemed to be complete on September 27, 2011; and

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

WHEREAS, the City requested revisions and corrections on September 27, 2011 related to compliance with the Fire Code; and

WHEREAS, the City requested additional revisions and corrections on October 18, 2011; and

WHEREAS, the applicant submitted the requested corrections and revisions on October 25, 2011; and

WHEREAS, the final corrected drawings of the proposed final plat were circulated to the appropriate departments of the City and recommendations for approval were obtained from the Engineering Division of Public Works on October 26, 2011; and

WHEREAS, the City requested additional revisions on November 1, 2011 to address outstanding items related to compliance with Planning Conditions and the Fire Code; and

WHEREAS, the applicant submitted the requested revisions on November 3, 2011; and

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

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

WHEREAS, the City Council reviewed the application for the final plat at its regular meeting of November 14, 2011; Now, Therefore,

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

Section 1. Findings

A. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 16.06.005, the Jasmine Court subdivision, subject to the conditions imposed in Section 2:

1. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;
2. Conforms to all terms of the preliminary plat approvals; and
3. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

Section 2. Conditions

A. The City Council hereby imposes the following conditions upon the final plat of Jasmine Court, File No. PL-FPLAT 11-0001:

1. The Jasmine Court CCRs, By-Laws, and Article of Incorporation shall be recorded with the county auditor.

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

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

RESOLVED this ___ day of _____, 2011.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

BY: _____
Angela S. Belbeck

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

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

In the Matter of the Application of

Amalani LLC & IBBO LLC

PPLAT 09-0002

for Preliminary Plat Approval

Background

Amalani LLC and IBBO LLC applied for preliminary plat approval for "Jasmine Court Preliminary Plat", the subdivision of 2.87 acres of land off of Stanich Avenue near its intersection with Short Street.

An open record public hearing was held on September 3, 2009. The Community Development Department was represented by Krisin Moerler, Associate Planner, and the Applicant was represented by Barry Margolese.

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

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

Findings of Fact

1. Amalani LLC and IBBO LLC, "Applicant", applied for preliminary plat approval to subdivide 2.87 acres of land, Parcel Nos. 0221082212, 0221086012 and 0221082183, at 7427 Stanich Avenue. The proposed plat, "Jasmine Court" is for eleven single-family residential lots, a storm water tract, and landscape/buffer tracts.
2. In 2008, a prior owner obtained approval of a preliminary plat for a ten lot residential subdivision on the site, Application No. PPLAT 07-0005. Exhibit 1-B. The plat has been redesigned and proposes approximately ¼ acre less roadway and one more lot. Staff recommends that the prior approval be vacated.
3. The site fronts on Stanich Avenue, a minor local roadway. Access to the new lots would be via a gated cul-de-sac type private road, 155 ft. long, which is indicated as "Tract B Private Road" on the proposed preliminary plat. A variance to deviate from the requirement to provide a sidewalk along the road was granted (EN-09-0081) by the Public Works Department because the road would be short, low volume and low speed and safety would not be compromised, among other reasons. Exhibits 1M and 1N. The applicant proposes "Jasmine Court" as the name of the street, however naming of roads requires City Council approval. Gates are permitted on private roads and gating is being

included because Applicant believes that it will be seen as an amenity by prospective purchasers.

4. The subject property is zoned Single Family Residential (R-1). Property to the north is zoned Downtown Business District (DB) with a post office and shopping center with a QFC grocery store. To the east is vacant land in a Neighborhood Commercial District (B-1), and R-1 zoned land occupied by single-family residences. To the south the land is R-1 zoning with single-family residences, and to the west is a Medium-Density Residential (R-2) district, with single-family residences and vacant land.

5. The Comprehensive Plan designation for the site is Residential Low (RL) that encourages urban residential uses at the density of 4.0 dwelling units per acre. The proposal would be consistent with this designation.

6. The minimum density required by Section 17.16.060H, 4 dwelling units per acre, was calculated for the site and determined to be eleven dwelling units based on gross area of 2.87 acres less .23 acres in street rounded up as required by Section 17.05.035. The proposed lots vary in size from 6,550 to 8,429 square feet with an average size of 7, 616 square feet.

7. Though there is no minimum lot size required for subdivisions, the width of the proposed lots must be at least 0.7 percent of their area in lineal feet measured at the front lot line or, for lots with irregular shape, at the front setback line. The required setbacks are for the front, 20 ft. for the house, 12 ft. for a porch and 26 ft. for a garage, for the side 8 ft., and rear 30 ft. Section 17.16.060. The preliminary site plan (Exhibit 1B) shows setback lines on each of the lots that satisfy setback requirements. Lots 4, 5, 8, and 9 have irregular shapes so the plan shows greater front yard setbacks to reach a point where the lot width would satisfy the code requirement. Planning staff agrees with the applicant's request that additional setback for garages not be applied because the garages would already be set back 60 ft. or more from the curb of the cul-de-sac and farther back than garages on adjacent lots. Because these lots are to share driveways, the area devoted to vehicles is already reduced so the intent of the setback for garages to de-emphasize vehicles is otherwise accomplished meeting that intent.

8. The subject site is located within the Height Restriction Area so structures are limited to 16 ft. in height. Section 17.62.030. Compliance with the height limit is determined at the time of building permit review.

9. The site is currently wooded with many significant trees. It slopes down toward the north. There are no known critical areas on the site. Though a neighbor has observed standing water on or just northeast of the site, the wetlands specialist who walked the site found none of the three indicia that would show existence of a regulated wetland.

Testimony of Downs.

10. Section 17.78.060B requires a 25 ft. buffer around residential plats. Within the perimeter landscaping area, all significant vegetation is to be retained. Section 17.78.050A. The application includes a request for approval of an alternative landscaping plan as the plan proposes removal of 12 significant trees from the perimeter buffer area and the locating of minor retaining walls and trellises within the buffer. The alternative plan includes significant plantings in the buffer plus three additional areas for

native landscaping in the northeast, southeast and southwest corners of the site, retention of four trees not located in the perimeter area, and a landscaped plaza designed with a trellis, patio, walkway, low walls and ornamental landscape plants. The trellis concept is repeated at the street to provide enhancement and definition of the plat as viewed from Stanich Avenue. A split rail fence would be placed on the interior side of the perimeter buffer to define the buffer.

11. The landscape plan shows extensive plantings proposed to meet the visual screen requirement of Section 17.78.060B(4). To assure that the plantings are sufficient, a condition to require review following clearing and grading of the site to determine if additional plantings would be necessary is proposed by Applicant and staff.

12. For approval of an alternative landscape plan the plan must comply with the intent of the Landscaping and Screening Chapter, Ch. 17.78, and either represent a superior result than would be achieved by strictly following the requirements, incorporate increased retention of significant trees, incorporate unique, historic or architectural features, or provide additional water view or harbor access opportunities. Section 17.78.100.

13. The intent of Ch. 17.78 is

...to maintain or replace existing vegetation, provide physical and visual buffers between differing land uses, lessen environmental and improve aesthetic impacts of development and to enhance the overall appearance of the city.

Section 17.78.010.

14. The alternative landscape plan does retain some trees that are not required to be retained and the entrance and plaza provides architectural features that enhance the overall effect of the landscaping. The intent as to buffering and improving aesthetic impacts is met by the plan.

15. Neighbors are distressed at the proposed reduction of vegetation on the property. One concern is that they will experience increased noise from the commercial development to the north with the loss of vegetation on the site. It appears that the proposed residential buildings actually may provide greater sound attenuation than the vegetation.
Testimony of Margolese.

16. Neighbors frequently observe bald eagles using the trees on the site, as well as heron and other wildlife such as deer. Testimony of Bucy and Palm. There are regulations that apply to critical fish and wildlife habitat areas, among which are areas where federal or state endangered, threatened and sensitive species have a primary association and which if altered may reduce the likelihood that the species will maintain and reproduce over the long term and habitats and species of local importance including significant stands of trees which provide roosting areas for endangered, threatened, rare or species of concern as identified by the Washington State Department of Wildlife. Section 18.08.186. The bald eagle is listed as a species of concern by the Washington Department of Fish and Wildlife. Exhibit 4. The site is not within an area mapped by that department as protected habitat. The wildlife biologist studied the site and found no nests and no clearly established roosting area. He explained that roosting areas are specific areas

eagles use as winter habitat and that this site does not have the characteristics of such an area which is usually closer to the water and in a sheltered area. Testimony of Downs.

17. The proposed development will connect to the City of Gig Harbor water and sewer systems. The Certificate of Water Availability for 10 Equivalent Residential Units (ERUs) for the prior preliminary plat was transferred to the current application and an additional ERU granted. The approved 10 Equivalent Residential Units for sewer were also transferred to this application and an additional ERU granted. The current sewer system has capacity for the plat as determined by review of the Waste Water Treatment Plant capacity records by the City Engineer. New sewer lines are proposed within the plat. The preliminary plat makes appropriate provision for potable water supplies and sanitary wastes.

18. The proposed storm water system will convey runoff from the houses and from the street, after treatment, to a detention vault in Tract A, Storm Water Detention Area. Release from the vault to the City's system will be controlled and at a lower rate than at present. A neighbor described standing water behind the post office facility to the north and flooding with water damage to properties downslope. Testimony of Donnelly. She expressed concern about existing, and the potential for increased, runoff onto her property. The new system should result in decreased runoff to her property. Testimony of McCullough. The preliminary plat makes appropriate provision for drainage ways.

19. When completed and occupied, the development is projected to generate eleven vehicle trips in the PM peak hour. Though this would be a substantial increase over the current low volume use of the immediate streets and intersections and may be noticed by the neighbors, it represents a negligible portion of the capacity of the streets and intersections. Testimony of Langhelm. The streets and intersections are typical in width with those throughout the city of the same class. The intersections are not intended to handle turns for large equipment so a condition is appropriate to address impacts to other traffic when large equipment is in use. Because of the additional vehicle and pedestrian traffic that would be generated by the proposed development, the Operations and Engineering Division of the Department recommends that the applicant be required to install frontage improvements, including a sidewalk, along the Stanich Avenue frontage.

20. There was also concern expressed for potential damage to the "chip seal" surface of Stanich Avenue caused by the heavy construction vehicles. At the hearing on the prior application, the City's engineer testified, and the hearing examiner found, that the street has the capability of holding vehicles with legal loads and that the City maintenance crews would have to repair street damage that does occur. Exhibit 1B.

21. It is expected that most of the excavated dirt from cuts will be used elsewhere on the site as fill so the number of truckloads of dirt leaving the site should not be great. Testimony of Wall.

22. A Revised Transportation Concurrency Reservation Certificate was issued for 11 pm peak hour trips. Exhibit 1O. The applicant will be required to pay the Transportation Impact Fee pursuant to Chapter 19.12.

23. The Building Official/Fire Marshal reviewed the preliminary plans and compiled a preliminary list of requirements for fire flow, fire hydrant installation, access,

design/engineering and code applicability. Planning staff has recommended conditions for compliance. With the recommended conditions the preliminary plat will meet standards.

24. The site is within the Peninsula School District. No specific requests were made by the District but payment of school impact fees as required by Ch. 19.12 will mitigate the impact on the school district.

25. With provision of buffer areas and ability to meet required setbacks, open space requirements can be met. Payment of park impact fees pursuant to Ch. 19.12 will mitigate the impact on parks and recreation caused by new demands from residents of the subdivision.

26. Pierce Transit did not request any additional transit shelters or stops.

27. The Department conducted administrative design review and determined that the proposed preliminary plat meets the specific requirements of the Design Manual. The notice of approval was issued August 19, 2009, (Exhibit 1D) and no appeal was filed.

28. A SEPA Mitigated Determination of Non-Significance (MDNS) was issued by the City for the prior ten-lot proposal on February 29, 2008. Because the City anticipated that the addition of one additional lot would not result in a significant adverse impact from the proposed action, an addendum was prepared for the new proposal with the additional lot and circulated to agencies with jurisdiction. The conditions of the original MDNS would apply to the current project.

29. Public notice of the proposed action and public hearing was posted on the site on August 17, 2009, and mailed to property owners within 300 ft. and published on August 19, 2009.

30. Section 16.05.003 sets forth the following criteria for consideration by the Hearing Examiner on a preliminary plat application:

- A. Whether the preliminary plat conforms to Chapter 16.08 GHMC, General requirements for subdivision approval;
- B. If appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- C. Whether the public interest will be served by the subdivision and dedication.

Conclusions

1. Section 16.05.002 authorizes the Hearing Examiner to make a final decision on a preliminary plat application.
2. Notice and hearing requirements were met.

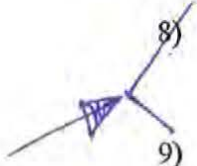
3. The findings show that, with approval of the alternative landscape plan, which should be approved, the proposed subdivision is in conformity with the zoning standards for R-1 and consistent with the Comprehensive Plan's intended use as required by Section 16.08.001A.
4. The proposed subdivision either includes provisions, or conditions should be imposed, that will assure provision for the open space, storm water drainage, streets, potable water, sanitary sewer, parks and recreation, schools, sidewalks and that some traffic impacts will be mitigated by the improvements required. The recommended conditions in the staff report are appropriate. As the findings show, traffic at the two intersections that create problems at times for residential traffic is going to be inconvenienced at times during development of the plat when large construction vehicles use the intersections so a condition should be imposed to address this likelihood.
5. Because the proposed subdivision, with appropriate conditions, will be consistent with the intent of the Comprehensive Plan and provides for the public health, safety and welfare, it will serve the public interest by adding housing and should be approved with the recommended conditions.

Decision

The Preliminary Plat of Jasmine Court as depicted on the Preliminary Site Plan received by the City August 19, 2009, including alternative landscape plan, is approved subject to the following conditions:

- 1) The approval of this application vacates the prior preliminary plat approval affecting the site. The application known in the City's database as PL-PPLAT-07-0005 is null and void.
- 2) The applicant shall submit the proposed road name for the internal private road. A road name shall be approved by City Council prior to the filing of the final plat application with the City.
- 3) The applicant shall comply with the mitigation included in the MDNS issued for the development of this site (SEPA 07-0038 and SEPA 09-0007) unless a revised SEPA decision is issued for the project.
- 4) Final Plat drawings shall depict only setbacks where a larger than normal setback is required to comply with lot width requirements (lots 4, 5, 8 and 9). A note shall be included on the face of the final plat that indicates that setbacks unless otherwise shown shall be as per GHMC 17.16. For lots 4, 5, 8 and 9: the front setback shown shall be applicable to both the house and garage; a porch shall be allowed to be located up to 8 feet forward of the front setback shown.
- 5) The final plat shall note the 25 foot perimeter buffer area as a "buffer area" and that any changes to the buffer shall require approval from the City of Gig Harbor Planning Department.

- 6) The final plat shall note the landscape tracts not included in the perimeter buffer area as required landscape areas and that changes to these areas shall be in conformance with the findings of approval of the alternative landscape plan for the plat.
- 7) The proposed homeowners association shall maintain all landscape and buffer areas.
- 8) Applicant shall install a permanent fence where retaining walls do not define the inner edge of the perimeter plat buffer. Fence design shall be of a split rail design with two rails, or an equivalent design.
- 9) All construction activities within 10 feet of the dripline of any tree proposed or required to be retained shall be performed in a manner consistent with the recommendations of the arborist report submitted on August 19, 2009 or as revised by the project arborist.
- 10) Tree protection shall be provided for all retained significant vegetation on the site consistent with the barricade requirements contained in GHMC 17.78.050 (E). Final location of the tree protection fencing shall be reviewed and approved by the project arborist prior to submittal for the City. Any conditions relating to tree protection recommended by the arborist shall be implemented in the construction of the development. Tree protection is required to be reviewed and approved by planning staff prior to issuance of the civil plan approval, and further shall be inspected by planning staff prior to the start of work on the site.
- 11) Planning staff shall review perimeter screening with the applicant after clearing, grading and retaining wall construction are completed on the site to determine if additional plantings are needed to meet minimum standards for a dense vegetative screen (GHMC 17.78.060(B)) based on field conditions. Irrigation shall be provided for all required plantings. Plantings shall be installed or bonded for prior to final plat application.
- 12) 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 said donee(s) grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).
- 13) Since the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.



- 14) Any dedication filed for record shall be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.

Operations and Engineering Project-Specific Conditions

- 15) The applicant shall install frontage improvements along the Stanich Avenue roadway frontage. These improvements shall meet Figure 2-07B of the City's Public Works Standards. Stormwater runoff from these improvements shall be incorporated into the stormwater conveyance, treatment, and detention facilities located at the site for the proposed new impervious area.

Operations and Engineering General Conditions

- 13) Applicant shall provide to the City both a final record drawing and a final record survey of the proposed development, each in both mylar format and digital format. These drawings shall be provided after the City accepts the construction improvements shown on the civil plans but prior to any certificate of occupancy for any single-family residences located on the plat. The digital format of the drawings shall be in AutoCAD version 2008 or older and include all improvements in the right of way and all stormwater, water, and sewer utilities. The horizontal datum shall be NAD 1983 HARN State Plane South FIPS 4602 feet, or as otherwise approved by the City. The vertical datum shall be NGVD 29, or as otherwise approved by the City.
- 14) Proposed water and sewer utility designs, stormwater facility designs, and roadway designs shall conform to the City's Public Works Standards and Stormwater Design Manual. These Standards also address specific City design requirements such as restoration of the City right-of-way and traffic control.
- 15) Erosion shall be controlled throughout the construction of the project per the City's Public Works Standards and Stormwater Design Manual.
- 16) City forces may remove any non-conforming traffic control device constructed within the City right-of-way. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.
- 17) A road encroachment permit shall be acquired from the City prior to any construction within City right-of-way, including utility work, improvements to the curb, gutter, and sidewalk, roadway shoulders and ditches, and installation of culverts. All work within the City right-of-way shall conform to the City's Public Works Standards and Stormwater Design Manual.
- 18) Permanent survey control monuments shall be placed to establish public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. A minimum of two permanent survey control monuments shall be installed at locations determined by the City in accordance with the City's Public Works Standards and recorded with the Pierce County Auditor prior to final engineering approval of civil improvements.
- 19) Irrigation and maintenance of landscaping within the public right-of-way shall be the

PPLAT 09-0002

responsibility of the property owner(s) or its heirs or assigns.

- 20) This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.
- 21) The final plat map shall note (where quoted) or delineate the following:
- a. "WARNING: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described in this plat."
 - b. "Increased stormwater runoff from the road(s), building, driveway and parking areas shall not be directed to City infrastructure. Increased storm water runoff shall be retained/detained on site."
 - c. "Where seasonal drainage crosses subject property, no disruption of the natural flow shall be permitted."
 - d. Storm water for runoff from buildings shall be shown on individual building lots, including drywell sizing or storm drain connection points.
 - e. "This plat is subject to storm water maintenance agreement recorded under Auditor's file number (enter AFN here)."
 - f. "Storm water/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this plat map. No encroachment will be placed within the easements shown on the plat that may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or its heirs or assigns, as noted under the stormwater maintenance agreement for the plat."

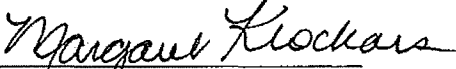
Building Official/Fire Marshal Conditions:

- 22) City records do not have current flow test information for this site therefore the applicant may be required to conduct flow tests to verify adequacy prior to final plat application. Applicant shall work with the Fire Marshal to determine if fire flow tests will be required during the civil review of the project.
- 23) The water system, including fire flow and hydrants, must be installed, tested, approved and operational prior to approval of the final plat.
- 24) The plans illustrate a 26 feet wide roadway thus requiring fire lane markings complying with City standards on one side of the roadway. Locations and details of the markings demonstrating compliance with City standards must be provided at the time of civil plan review.
- 25) Retaining walls and rockeries in excess of 4 feet in height, and all such walls retaining a surcharge require engineered design and building permits. The storm

water detention vault will likewise require a building permit. Special inspection is required for all structural fills placed on the site supporting roadways or buildings during plat development.

- 26) The applicant shall submit a plan for approval to address the potential hazard and traffic delay from conflict at the intersection of Grandview and Stanich between construction vehicles turning onto Stanich and vehicles attempting to turn onto Grandview and carry out the approved plan.

Entered this 8th day of September, 2009


Margaret Klockars
Hearing Examiner

Concerning Further Review

There is no administrative appeal of the hearing examiner's decision. A request for reconsideration may be filed according to the procedures set forth in Ordinance No. 1073. If a request for reconsideration is filed, this may affect the deadline for filing judicial appeal (Chapter 36.70c RCW). Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Parties of Record

Barry Margolese
Amalani LLC & IBBO LLC
108 S. Jackson St. Suite 300
Seattle, WA 98104

Jeff Langhelm, P.E.
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Jeremy Downs
2907 Harborview Drive
Gig Harbor, WA 98335

Jeanne Ratcliff Gagliano
7713 Pioneer Way Suite A
Gig Harbor, WA 98335

Pat McCullough PE
Engineering Services Assoc. Inc.
210 NE Cherokee Beach
Belfair, WA 98528

Russell Bucy
7404 Forest Glen Court
Gig Harbor, WA 98335

Kristin Moerler, Assoc. Planner
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Lee Desta
7425 Hill Avenue
Gig Harbor, WA 98335

Kit Kuhn 3104 Shyleen St. Gig Harbor, WA 98335	Maureen Donnelly 7506 Soundview Drive Gig Harbor, WA 98335
Jon Wall 11302 Burnham Drive NW Gig Harbor, WA 98332	Craig Gibson 10222 126 th NW Gig Harbor, WA 98329
Thor and Reet Palm 7403 Forest Glen Ct. Gig Harbor, WA 98335	Don and Tonya Lee 7422 Soundview Drive Gig Harbor, WA 98335
	Lorella Carlton 7317 Stanich Avenue Gig Harbor, WA 98335

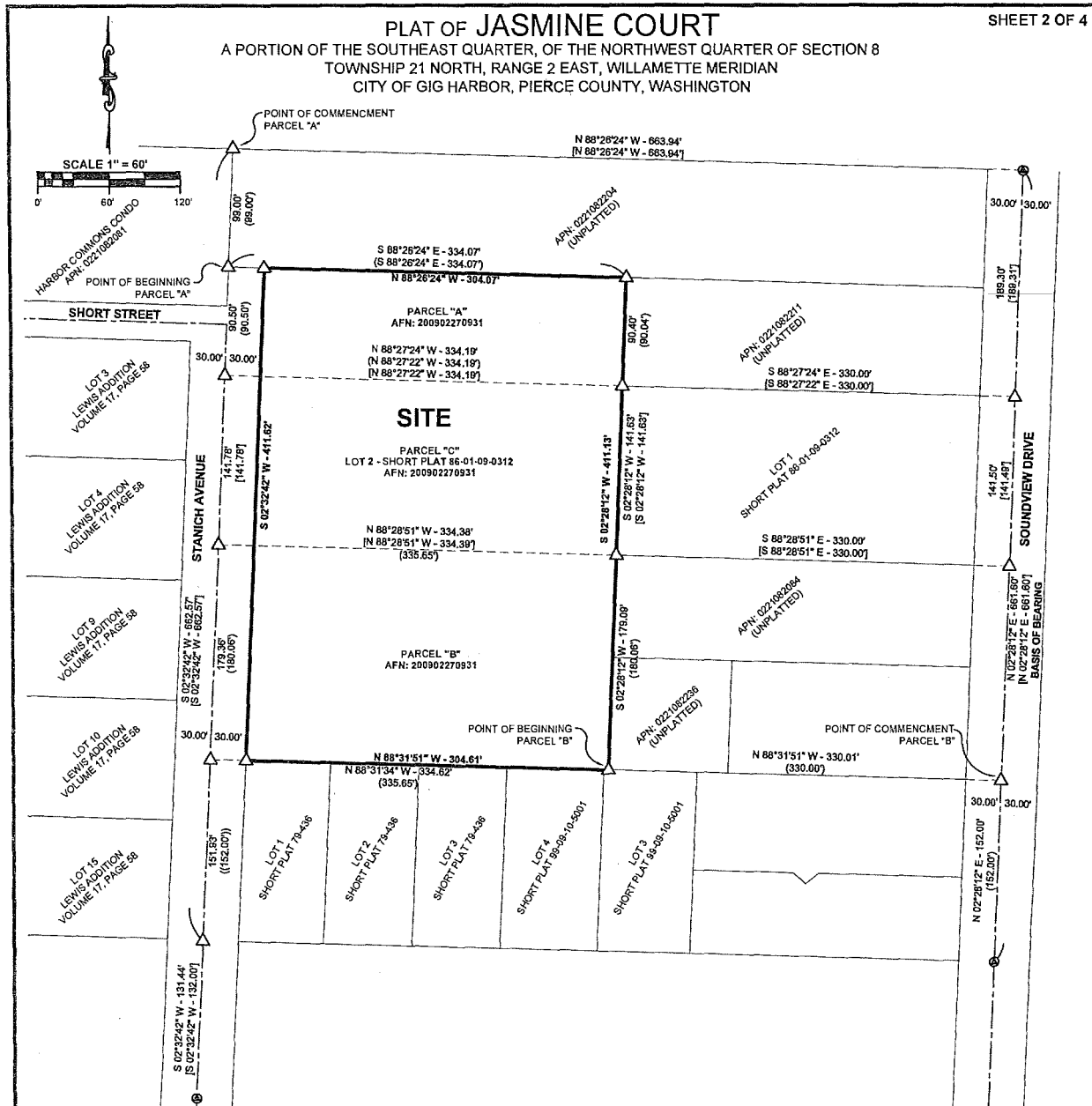
Exhibits in the Record

1. Staff Report 8/27/09
 - A. Preliminary Plat application, received May 12, 2009
 - B. Plan Set submitted August 19, 2009 (includes a total of 18 sheets).
 - C. Hearing Examiner Decision, PL-PPLAT 07-0005
 - D. Administrative Design Review Decision, August 19, 2009
 - E. Amended MDNS, February 29, 2008
 - F. SEPA Addendum, August 27, 2009
 - G. Email, June 15, 2009 from Lisa Spahr, Department of Natural Resources
 - H. Affidavit of Posting for notice board on site, dated August 17, 2009
 - I. Jasmine Court Preliminary Plat Density Calculation Sheet
 - J. McFarland Memo, August 18, 2009,
 - K. Preliminary engineering/operations approval, August 26, 2009
 - L. Public Works Director letter re variance request, 8/26/09
 - M. McCullough letter, 8/19/09 requesting variance
 - N. Building Official/Fire Marshall comment dated August 4, 2009
 - O. Revised Traffic Concurrency Reservation dated August 27, 2009
 - P. Public Works Director letter approving the transfer of the reserved capacity

Q. Approved Water CRC dated August 26, 2009

R. Approved Sewer CRC dated August 26, 2009

2. Bucy comment letter, 9/2/09
3. Palm comment letter, 9/3/09
4. WSW Species of Concern



SHEET 2 OF 4

EQUIPMENT UTILIZED:

NIKON NPL-362 3" SECOND TOTAL STATION USING FIELD TRAVERSE SURVEY METHODS.

LIECA SR530 GPS RECEIVER USING RTK SURVEY METHODS.

THIS SURVEY COMPLIES WITH ALL STANDARDS AND STATUTES OF THE SURVEY RECORDING ACT. (CHAPTER 58.09 RCW AND 332-130 WAC)

BASIS OF BEARING:

NORTH 02°28'12" EAST ALONG THE CENTERLINE OF SOUNDVIEW DRIVE. PER AFN 8601090312.

SURVEYOR'S NOTES:

- LEGAL DESCRIPTIONS AND EASEMENTS ARE FROM THE TICOR TITLE COMPANY GUARANTEE NUMBER 6479028, DATED AUGUST 16, 2011. PACWEST ENGINEERING, LLC HAS NOT CONDUCTED AN INDEPENDENT TITLE SEARCH, NOR IS PACWEST ENGINEERING, LLC AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY DESCRIBED AND DEPICTED HEREON, OTHER THAN THOSE SHOWN. PACWEST ENGINEERING, LLC HAS RELIED SOLELY ON THE INFORMATION CONTAINED IN SAID COMMITMENT IN REGARDS TO TITLE ISSUES TO PREPARE THIS PLAT.
- SET 5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "PWE LS 41985" AT ALL REAR LOT CORNERS AND LOT ANGLE POINTS; THERE MAY BE INSTANCES WHERE A CONCRETE NAIL AND BRASS WASHER STAMPED "PWE LS 41985" ARE SET AT REAR CORNERS OR LOT ANGLE POINTS WHEN AN OBSTACLE PREVENTS THE SETTING OF AN IRON ROD AND CAP. THE FRONT LOT CORNERS SHALL BE REFERENCED BY A SET CONCRETE NAIL AND BRASS WASHER STAMPED "PWE LS 41985" IN THE TOP OF CURB OR ASPHALT WEDGE CURB AT THE SIDE LOT LINES PRODUCED TO AN INTERSECTION WITH THE SAID CURB LINE AND/OR A 5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "PWE LS 41985" AT THE TRUE FRONT LOT CORNER.

LEGAL DESCRIPTION: (AFN: 200902270931)

PARCEL "A":
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WM., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH 02°32'42" WEST ALONG THE WEST LINE OF SAID SUBDIVISION 99.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°26'24" EAST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION 334.07 FEET; THENCE SOUTH 02°28'12" WEST, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 90.04 FEET; THENCE NORTH 88°26'24" WEST 334.19 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 02°32'42" EAST ALONG SAID WEST LINE 90.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WEST 30 FEET CONVEYED TO THE CITY OF GIG HARBOR BY DEED RECORDED UNDER RECORDING NUMBER 8601090317.

PARCEL "B":
COMMENCING 152 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WM., IN PIERCE COUNTY, WASHINGTON; THENCE WEST 330 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 335.65 FEET; THENCE NORTH 180.06 FEET; THENCE EAST 335.65 FEET; THENCE SOUTH 180.06 FEET TO THE POINT OF BEGINNING.

EXCEPT THE WEST 30 FEET CONVEYED TO THE CITY OF GIG HARBOR BY DEED RECORDED UNDER RECORDING NUMBER 8601090316.

PARCEL C:
LOT 2, PIERCE COUNTY SHORT PLAT NUMBER 8601090312, IN PIERCE COUNTY, WASHINGTON.

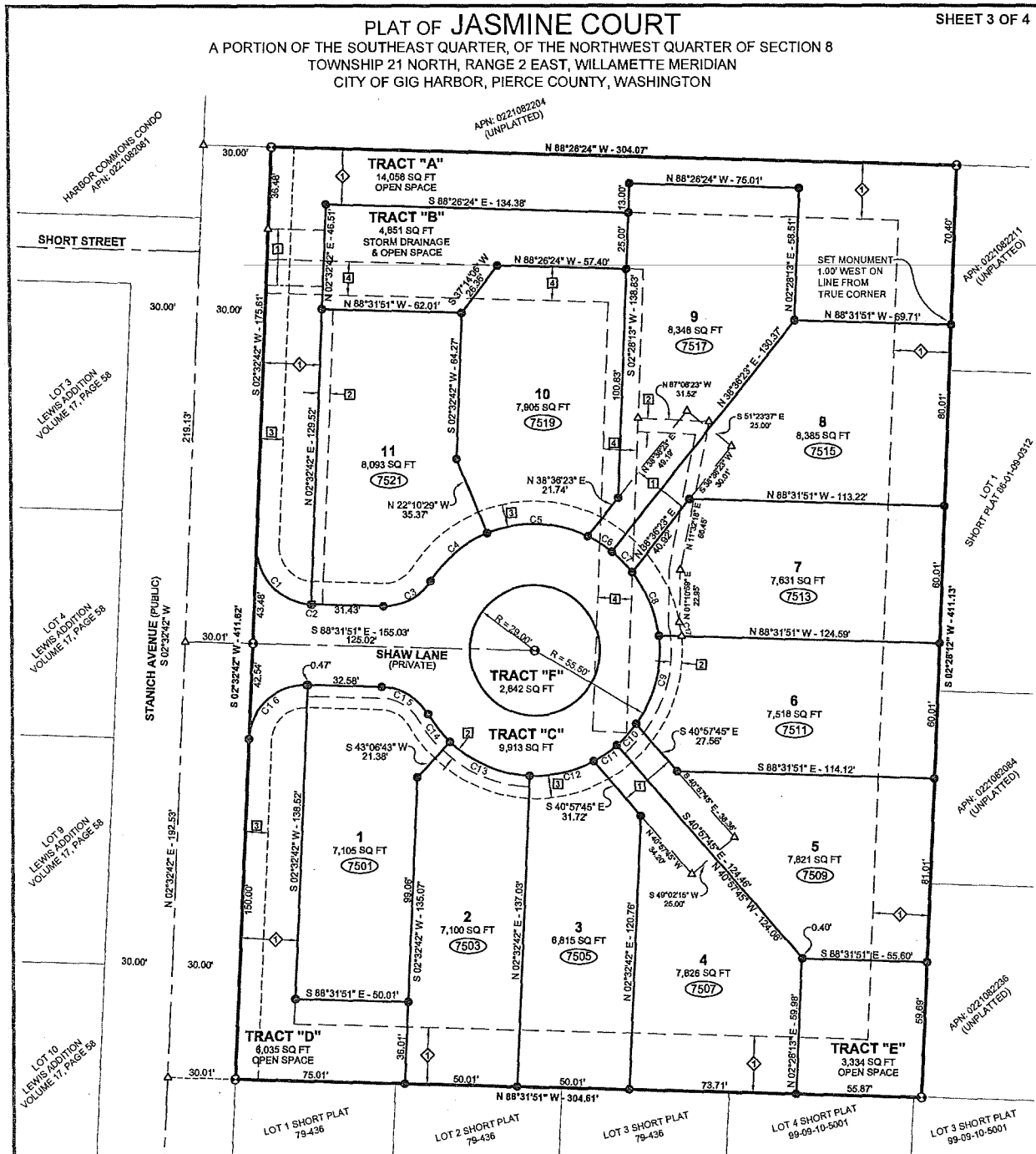
EXCEPT THE WEST 30 FEET CONVEYED TO THE CITY OF GIG HARBOR BY DEED RECORDED UNDER RECORDING NUMBER 8601090315.

LEGEND:	
⊙	FOUND 2" BRASSIE UNLESS OTHERWISE NOTED
○	FOUND MONUMENT AS NOTED.
△	CALCULATED POINT
()	RECORD DATA PER STATUTORY WARRANTY DEED, AFN 200902270931, RECORDED FEBRUARY 27, 2009 IN PIERCE COUNTY, WASHINGTON.
[]	RECORD DATA PER SHORT PLAT, AFN 8601090312 RECORDED JANUARY 6, 1988 IN PIERCE COUNTY, WASHINGTON.



PWE
PACWEST ENGINEERING, LLC
10209 BRIDGEPORT WAY SW, SUITE C-1
LAKEWOOD, WASHINGTON 98499
Phone (253) 830-5900 Fax (253) 830-5999

Drawn: M. RUETTIGERS	Drawing No.: 09-548PLAT.DWG	Project: 09-548
Calculated: M. RUETTIGERS	Checked: M. RUETTIGERS	Scale: 1" = 60'



SHEET 3 OF 4

PLAT OF JASMINE COURT
A PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 8
TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

HARBOR COMMONS CONDO
APN: 0221082204
(UNPLATTED)

SHORT STREET

LOT 3
LEWIS ADDITION
VOLUME 17, PAGE 58

LOT 4
LEWIS ADDITION
VOLUME 17, PAGE 58

LOT 9
LEWIS ADDITION
VOLUME 17, PAGE 58

LOT 10
LEWIS ADDITION
VOLUME 17, PAGE 58

STANICH AVENUE (PUBLIC)
S 02°32'42" W

BUFFER TABLE:

25' PERIMETER BUFFER (SEE NOTE BELOW)

*NOTE:
REMOVAL OR DISTURBANCE OF LANDSCAPING WITHIN THE BUFFERS IS PROHIBITED, EXCEPT FOR MAINTENANCE OR REPLACEMENT OF EXISTING PLANTINGS AS APPROVED BY THE CITY OF GIG HARBOR.

EASEMENT TABLE:

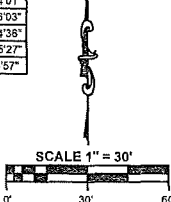
1 25' ACCESS AND UTILITY EASEMENT
2 5' PRIVATE STORM EASEMENT
3 EXISTING 10' FRANCHISE UTILITY EASEMENT, APN 201103180518
4 EXISTING 15' UTILITY EASEMENT, APN 201006100661

CURVE TABLE:

CURVE	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	0.47'	25.00'	1°04'33"
C3	24.76'	24.50'	57°54'39"
C4	33.19'	55.50'	34°15'57"
C5	46.27'	55.50'	47°45'54"
C6	12.61'	55.50'	13°00'58"
C7	12.61'	55.50'	13°00'58"
C8	30.39'	55.50'	31°22'24"
C9	41.68'	55.50'	43°01'32"
C10	12.61'	55.50'	13°00'58"
C11	12.61'	55.50'	13°00'58"
C12	29.54'	55.50'	30°29'29"
C13	39.30'	55.50'	40°34'01"
C14	15.76'	55.50'	16°16'03"
C15	24.76'	24.50'	57°54'39"
C16	38.80'	25.00'	88°55'27"
C17	6.17'	65.50'	5°23'57"

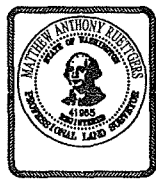
PRIVATE LANE AND TRACT INFORMATION TABLE:

PRIVATE STREET / TRACT NAME	USE	OWNER
TRACT "A"	OPEN SPACE	JASMINE COURT HOMEOWNERS ASSOCIATION
TRACT "B"	STORM DRAIN & OPEN SPACE	JASMINE COURT HOMEOWNERS ASSOCIATION
TRACT "C" (SHAW LANE)	PRIVATE ROAD AND UTILITY EASEMENT	JASMINE COURT HOMEOWNERS ASSOCIATION
TRACT "D"	OPEN SPACE	JASMINE COURT HOMEOWNERS ASSOCIATION
TRACT "E"	OPEN SPACE	JASMINE COURT HOMEOWNERS ASSOCIATION
TRACT "F"	LANDSCAPING TRACT	JASMINE COURT HOMEOWNERS ASSOCIATION



LEGEND:

- ⊕ SET GIG HARBOR STANDARD MONUMENT
- ⊙ SET LOT CORNER PER SURVEYORS NOTE 2 ON SHEET 2
- △ CALCULATED POINT
- (5700) STREET ADDRESS ON SHAW LANE



PACWEST ENGINEERING, LLC
10209 BRIDGEPORT WAY SW, SUITE C-1
LAKEWOOD, WASHINGTON 98499
Phone (253) 850-5960 Fax (253) 830-5999

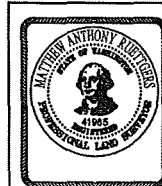
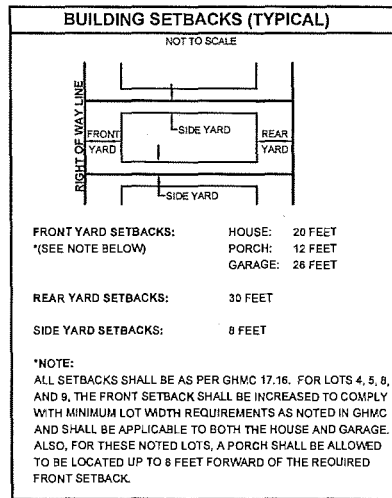
Drawing No.: 09-548PLAT.DWG Project: 09-548
Drawn: M. RUETTGRS
Checked: M. RUETTGRS
Calculated: M. RUETTGRS Scale: 1" = 30'

PLAT OF JASMINE COURT
A PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 8
TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

SHEET 4 OF 4

PLAT NOTES:

1. TRACTS A, D, E AND F ARE AN OPEN SPACE TRACTS DEDICATED TO AND MAINTAINED BY THE JASMINE HOMEOWNERS ASSOCIATION. TRACT A, D, E AND F SHALL BE MAINTAINED BY THE ASSOCIATION, AND THE REMOVAL OR DISTURBANCE OF LANDSCAPING AND IMPROVEMENTS LOCATED IN THESE TRACTS BY ANY PERSON OTHER THAN THE ASSOCIATION IS PROHIBITED.
2. A 5' PRIVATE STORM EASEMENT IS IMPOSED UPON THE LOTS AS DEPICTED ON SHEETS 3, FOR THE BENEFIT OF ALL PUBLIC AND PRIVATE UTILITY PROVIDERS, THE CITY OF GIG HARBOR, AND THE JASMINE COURT HOMEOWNERS ASSOCIATION.
3. TRACTS B IS A STORM DRAINAGE AND OPEN SPACE TRACT DEDICATED TO THE JASMINE COURT HOMEOWNERS ASSOCIATION FOR THE MUTUAL BENEFIT OF ALL LOTS IN THE PLAT. TO BE MAINTAINED BY THE ASSOCIATION. THE ASSOCIATION MAY PLACE AND MAINTAIN WITHIN SUCH TRACTS ENTRY MONUMENTS, LANDSCAPING, IRRIGATION AND ELECTRICAL SERVICES IN LOCATIONS CONSISTENT WITH THE USE OF THE TRACTS FOR STORM WATER DETENTION IN THE MANNER REQUIRED BY THE CITY OF GIG HARBOR. THE MEMBERS OF THE ASSOCIATION MAY, IF PERMITTED BY THE RULES PROMULGATED BY THE ASSOCIATION, UTILIZE TRACT B FOR RECREATIONAL PURPOSES CONSISTENT WITH THE USE OF THE TRACT FOR STORM WATER AND OPEN SPACE IN THE MANNER REQUIRED BY THE CITY OF GIG HARBOR.
4. SHAW LANE, A PRIVATE ROAD, AND UTILITY EASEMENTS ARE DEDICATED TO THE JASMINE COURT HOMEOWNERS ASSOCIATION. MAINTENANCE, OPERATION AND REPAIR OF THE LANES AND IMPROVEMENTS WITHIN THE LANES ARE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. MAINTENANCE AND REPAIR OF PUBLIC UTILITIES WITHIN THE PRIVATE LANES IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. THE ROAD AND STORM SYSTEM SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED ENGINEERING PLANS ON FILE WITH THE CITY OF GIG HARBOR. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE APPROVAL FROM THE CITY OF GIG HARBOR.
6. SIDE SEWER STUBS HAVE BEEN INSTALLED WITH THE CONSTRUCTION OF THE MAIN SEWER SYSTEM. THE INVERT ELEVATIONS OF THOSE PIPES WILL DETERMINE THE MINIMUM FLOOR ELEVATION REQUIRED TO OBTAIN GRAVITY FLOW INTO THE MAIN SEWER SYSTEM. THE PLANS ON FILE WITH THE CITY OF GIG HARBOR SHOULD BE CONSULTED PRIOR TO COMMENCING DESIGN DRAWINGS FOR ANY FUTURE DEVELOPMENT ON THE LOTS SHOWN HEREON.
7. DURING THE COURSE OF CONSTRUCTION OF ANY LOT WITHIN THIS SUBDIVISION, STUB-OUT INVERT ELEVATIONS FOR STORM DRAINAGE SHOULD BE VERIFIED BY THE INDIVIDUAL LOT BUILDER OR OWNER TO PROVIDE THE NECESSARY SLOPE FROM THE PROPOSED HOUSE.
8. BUILDING SETBACKS ARE PER CITY OF GIG HARBOR HEARINGS EXAMINER'S REPORT OF FINDINGS, CONCLUSIONS AND DECISION ON PPLAT 09-0002 DATED SEPTEMBER 8, 2009.
9. WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT.
10. INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDINGS, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAINED ON SITE.
11. WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO FILLING OR DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED.
12. STORM WATER FOR RUNOFF FROM BUILDINGS SHALL BE SHOWN ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS.
13. THIS SITE PLAN IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201110280353.
14. THIS SITE PLAN IS SUBJECT TO SANITARY SEWER FACILITIES EASEMENT AND MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201005100561.
15. STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS SITE PLAN. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE SITE PLAN THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT. I
16. STREET LIGHT SERVICE LINE FROM PENINSULA LIGHT TRANSFORMER TO PUBLIC STREET LIGHT SERVICE CABINET SHALL BE THE RESPONSIBILITY OF THE JASMINE COURT HOMEOWNERS ASSOCIATION TO OPERATE AND MAINTAIN.
17. IRRIGATION AND MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS.



PWE

PACWEST ENGINEERING, LLC
10209 BRIDGEPORT WAY SW, SUITE C-1
LAKEWOOD, WASHINGTON 98499
Phone: (253) 830-5960 Fax: (253) 830-5999

Drawn: M. RUETTGERS	Drawing No.: 09-548PLAT.DWG	Project: 09-548
Calculated: M. RUETTGERS	Checked: M. RUETTGERS	Scale: N/A



Business of the City Council
City of Gig Harbor, WA

Subject: (CPP- 0914) Donkey Creek Project
Final Design, Permitting, and Bidding Assistance
– Consultant Services Contract Amendment No. 1

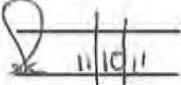
Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract Amendment No. 1 with Parametrix, Inc. in the amount of \$494,253.31 for a total contract amount not-to-exceed \$683.442.42.

Dept. Origin: Public Works/Engineering

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

For Agenda of: November 14, 2011

Exhibits: Consultant Contract

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	_____
Approved as to form by City Atty:	_____
Approved by Finance Director:	_____
Approved by Department Head:	 11/10/11

Expenditure Required	\$494,253.31	Amount Budgeted	** See Fiscal Consideration below	Appropriation Required	\$0
----------------------	--------------	-----------------	-----------------------------------	------------------------	-----

INFORMATION / BACKGROUND

At the July 25, 2011 City Council meeting, Council verbally authorized Parametrix to proceed with the development of a 30% design, construction cost estimate and permitting feasibility of two final construction options, a bridge and a culvert, and pursue initial environmental permitting with for these options.

At the September 12th City Council meeting, Council formally ratified payment to Parametrix, in the amount of \$189,189.11 for the 30% design level of work performed for the two above options, along with the three dimensional renderings and Council presentation of their completed work. At this same meeting, and after both community and Council input, Council selected the preferred alternative consisting of the daylighting of Donkey Creek in combination with the one-way Austin Street circulating traffic option along with the construction of a reinforced concrete vehicular and shared-use bike pedestrian bridge option and verbally authorized Parametrix to proceed forward with the final design, permitting, and preparation of bid ready project specifications and plans. This contract amendment in the amount of \$494,253.31, provides funding for completion of the above mentioned work including final preparation of final construction cost estimates and City bidding assistance. A future contract amendment will be taken before Council for City construction management services and will be provided at the time of the construction bid award. It is projected that this project will be advertised for bids within the first quarter of 2012 followed by construction later in 2012 and into 2013.

FISCAL CONSIDERATION

**Funding for this phase of work will be in the form of reimbursement of expenses through the Washington State Recreation and Conservation Office (RCO) grant fund, a US Fish & Wildlife appropriation, a HUD appropriation, and the city stormwater, as reflected in the table below.

Source	Administered By:	Award Amount	Scope
Federal	United States Fish and Wildlife (USF&W)	\$800,000	Creek restoration and fish habitat
Federal	Housing and Urban Development (HUD)	\$1,641,000	Transportation improvements and pedestrian safety
Local	City Stormwater Capital Fund - 2011	\$300,000	Improvements to alleviate flooding and maintenance issues
TOTAL FUNDING		\$2,510,000	

Sufficient funds are available within the Stormwater Capital fund to fund this expenditure. Additional Stormwater funds are anticipated for in 2012 and 2013.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Authorize the Mayor to execute a Consultant Services Contract Amendment No. 1 with Parametrix, Inc. in the amount of \$494,253.31 for a total amended contract amount not-to-exceed \$683,442.42

**FIRST AMENDMENT
TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PARAMETRIX**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated October 10, 2011 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in developing a restoration project and habitat enhancements for the Donkey Creek Project and desires to extend consultation services in connection with the project; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

Section 1. Scope of Work. Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

Section 2. Compensation. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Four Hundred Ninety-four Thousand Two Hundred Fifty-three Dollars and Thirty-one Cents (\$494,253.31), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

[The remainder of this page left intentionally blank]

Section 3. Duration of Work. Section 4 of the Agreement is amended to extend the duration of this Agreement to February 24, 2012.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FIRST AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this First Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Parametrix
ATTN: Shannon Thompson
2102 N. Pearl Street, Suite 106
Tacoma, WA 98406
(253) 752-9862

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SCOPE OF WORK

City of Gig Harbor

Donkey Creek Restoration and Transportation Improvements

The Donkey Creek Restoration and Transportation Improvements project is a multifaceted project that will improve the estuary at the outlet of Donkey Creek and improve the circulation of the adjacent roadways. The objective of the estuary restoration, which includes removal of an existing and constricted fish passage barrier, is to also enhance and restore wildlife and marine habitat. The objective of the transportation improvements is to enhance pedestrian access, and vehicular circulation.

To accomplish the estuary restoration, the City of Gig Harbor has acquired a portion of the Harbor History Museum property containing Donkey Creek, which is currently confined within a 36-inch diameter concrete culvert. This culvert conveys Donkey Creek between Donkey Creek Park and Gig Harbor (a distance of approximately 360 feet). Approximately 100 feet of the culvert runs beneath North Harborview Drive. Day lighting will be achieved by construction of a new stream channel easterly of the culvert. A new one-way vehicular pedestrian bridge will be constructed at North Harborview Drive to span the new channel. The project will include removal of approximately 150 feet of the existing culvert, installation of soldier pile retaining walls to support channel slopes, and installation of landscaping features such as large woody debris, native plantings, and a 6-foot wide footpath. The path will be routed underneath the new bridge and will provide a connection between existing Donkey Creek and Austin Estuary parks. All landscaping and estuary improvements will be integrated with upcoming Austin Estuary Park improvements currently planned to be completed in spring 2012.

The North Harborview/Harborview Drive corridor is the primary corridor connecting the City's waterfront and central commercial districts with the commercial districts and residential neighborhoods located to the north of downtown. The existing configuration along with the growth of the Harbor History Museum creates a conflict for vehicles, pedestrians, and other non-motorized transportation. The work described in this scope will include steps to reduce existing and potential future conflicts and to provide improved multi-modal access to downtown Gig Harbor. The one-way vehicular bridge concept has been vetted and approved by City Council as the preferred option for improving the North Harborview/Harborview/Austin Street corridor.

Parametrix has provided the following scope of services to encompass final engineering for the estuary improvements, engineering design for the one-way North Harborview Bridge and associated transportation improvements including alignment with future round about design. In addition, this scope provides services during bidding and construction. Services described consist of Phase 02; initial planning and design services were conducted as Phase 01 under a separate contract.

DESIGN CRITERIA AND BASIS OF WORK

The project will be designed using American Association of State and Highway Transportation Officials (AASHTO), the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Works Standards as guidelines for the development of the project.

The project's storm drainage systems will be designed using the most current addition of the WSDOT Hydraulics Manual.

SCOPE OF WORK (CONTINUED)

The City will designate the basic premises and criteria for the design. Reports and plans will be developed in accordance with the latest edition and amendments (as of the date of signing of this Agreement) of the following documents. Changes in any design standards or requirements after work has begun may result in extra work.

- Measurements: English Units.
- Drafting Standard: City of Gig Harbor Standards
- Datum: Horizontal – Pierce County, State Plan Coordinate System – NAD 83-91
- Vertical: NGVD 29

WSDOT Publications:

1. Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge, and Municipal Constructions (M41-10), 2006 (English) edition (including the Division 1 APWA Supplement), as amended
2. WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Constructions [English] (M21-01)
3. WSDOT Construction Manual
4. WSDOT Design Manual (M22-01)
5. WSDOT Right of Way Manual
6. WSDOT General Special Provisions
7. WSDOT Traffic Manual (M51-02)
8. WSDOT Sign Fabrication Manual
9. WSDOT Highway Runoff Manual
10. Local Agency Guideline (LAG) Manual

U.S. Department of Transportation publications:

1. Manual in Uniform Traffic Control Devices for Streets and Highways

Other:

1. Washington State Regulations, Accessibility Design for All (ADA)
2. AASHTO Geometric Design for Highways and Streets, 2004
3. Turning Radii will be based upon Pierce Transit Bus turning template and a WB-50 design vehicle for intersection improvements.
4. City's critical area ordinance, Chapter 18 GHMC

The development of all project plans will follow the conditions and parameters established in the LAG Manual. Plans will be developed with the understanding that the City is the local agency. They will not be developed as WSDOT bid documents. If in the future it is determined that WSDOT will take the lead and be responsible for constructing the improvements, the plans may need to follow WSDOT plan format. This requirement would create the need for significant changes to the plans and require a substantial amount more work for Parametrix. This work is not included in this scope of services.

SCOPE OF WORK (CONTINUED)

PHASE TWO – FINAL ENGINEERING DESIGN FOR BRIDGE, ROADWAY, ESTUARY IMPROVEMENTS

Phase 02 of the project will include final design, final permitting and construction cost estimates required to develop bid ready documents and permits. Design will address the selected Bridge and one-way Austin Street options and will include a preliminary alternative roundabout design at the intersection of Harborview Drive and Austin Street. In an effort to minimize throw away work, the roundabout design will be developed to a level that will validate that Austin Street improvements will integrate with future roundabout designs, along with frontage improvements on Harborview Drive between Austin Estuary and North Harborview Drive.

Tasks for **Phase 02** work includes:

- **Task 01** – Project Management
- **Task 02** – One-way Road Improvements Design
- **Task 03** - Bridge Design
- **Task 04** - Estuary Design
- **Task 05** - Landscaping Design for Estuary and Harbor History Museum and Road Frontage
- **Task 06** - Geotechnical Investigations
- **Task 07** – Final Permitting Assistance
- **Task 08** – Validate Roundabout Alignment and Configuration to 15% with corresponding estimate and additional right-of-way needs
- **Task 09** – Additional Topographic Survey for Road Alignment
- **Task 10** – Frontage Improvements between Austin Estuary and North Harborview Drive Streets
- **Task 11** – Management Reserve
- **Task 12** – Water Line Design and Design Survey

Task 01 – Project Management

Objective

Project management will provide coordination between the City staff, City officials, permitting agencies, subconsultants, and the design team members. The project manager, Shannon Thompson, shall be an extension of the City staff and its officials, the City Engineer, and the general public acting as an agent and on behalf of the City. The project manager will work to move the schedule and team forward in a timely, consistent and responsive manner – with the overarching goal of accomplishing the project goals of content, schedule and budget.

Activities

- Update the City on a regular basis regarding completion of scope work items, project timeline, budget and overall project administration.
- Provide Quality Assurance and alignment with the City’s overall project goals.
- Coordinate with all City staff, Project staff, sub consultants and permitting agencies.
- Liaise with the Community, Harbor History Museum and City Staff.
- A directed services task has been set up for items not developed in this scope to be utilized at the City’s discretion, through a management reserve fund contained within this proposal.

SCOPE OF WORK (CONTINUED)

- Resolve issues and report results to the City Engineer.
- Attend bi-weekly meetings with the City to discuss status of the project.
- PM will oversee all sub consultants work as well as ensuring timely submittal of all work products.
- PM will attend other meetings as requested by the City Engineer that pertain to the Donkey Creek project and its components.
- PM will ensure that all milestone dates are achieved with negotiated project schedule and costs.
- Parametrix to respond to bidder addenda request and to provide design clarification

Assumptions

- Project timeline will follow as described in the negotiated project schedule. Notice to proceed was given by council on September 12th, 2011, to complete the Bridge and One-Way Austin Street Improvements. Austin is to be designed to accept a future roundabout.

Deliverables

The project manager will provide monthly progress letters and invoice descriptions that clearly identify tasks and items completed for the month prior as well as update the schedule to reflect progress within the project timeline. These invoices will include expenses by task, hours worked by personnel, and direct costs associated with sub consultants. The progress letters will also detail any out of scope requests or budget/schedule issues.

- Meetings (Bi-weekly progress meetings with City Staff)
- Monthly invoices and progress report that will provide remaining fund balance
- Routine correspondence
- Written responses to addenda received during bidding

Task 02 – One Way Road Improvements Design

Objective

Prepare engineering plans, specifications, erosion control, illumination and estimated costs for the project. This task will develop the Roadway design, Drainage Design, Channelization Design, and Construction Cost Estimate that will be developed in accordance with the 2010 Washington State Department of Transportation Standard Specifications as well as incorporate the requirements of various permits and agency plan reviews. Submittal of the final design plans, specifications and cost estimates will be provided to the City at the 60%, 90% and final design completion levels. Parametrix will review for constructability, in addition to a thorough QA/QC review of the work.

Activities

- Coordinate design with the internal and external project team. This will consist of a design development meeting to determine coordination procedures and schedule.
- Coordinate and meet with the Downtown Businesses as needed. Coordination will consist of a presentation of the project plan, soliciting feedback and incorporating comments.

SCOPE OF WORK (CONTINUED)

- Prepare street design including horizontal alignments and vertical profile.
- Prepare typical roadway sections
- Prepare intersection plans for the three intersections and meet with the City to review intersection design criteria and options. Prepare illumination design plans showing location of luminaires and other electrical fixtures.
- Prepare Demolition Plans that shows limits of demolition.
- Discuss design challenges, constraints and concepts with the City and the design team via telephone/email correspondence.
- Prepare the Special Provisions section of the Specifications.
- Prepare the amendment section of the specifications.
- Prepare an opinion of probable construction cost based on the proposed design.
- Prepare retaining wall designs on Austin Street to accommodate encroachment of the roadway north.

- Prepare 60 percent complete plans that show plan and profile, typical sections, cuts and fills, streetscape features, alignment, and drainage facilities. Plan sheets will contain plans and profile at a 1" = 20' scale. The 60 percent plans will consist of the following sheets that are also listed in Attachment B, Sheet Index:
 - Cover Sheet with Vicinity and Location Map
 - Key Map and Index Sheet
 - Legend, Abbreviations and Notes
 - Survey Control and Notes
 - Demolition Plans
 - TESC Plan
 - TESC Details
 - Typical Roadway Sections
 - Paving/Drainage Plan and Profile
 - Roadway Details
 - Drainage Details
 - Intersection Details
 - Gravity Block Wall Sheet and Details
 - Landscape Plan
 - Landscape Details
 - Irrigation Plan
 - Irrigation Details
 - Street Lighting Plan
 - Street Lighting Details
 - Channelization and Signing Plan
 - Channelization and Signing Details
 - Temporary Traffic Control Plan
 - Temporary Traffic Control Details

- Prepare 60% complete Construction Cost Estimate in WSDOT format

- Prepare 60% (draft) Special Provisions

SCOPE OF WORK (CONTINUED)

- Prepare 90% complete plans consisting of the sheets shown above
- Prepare 90% and final Construction Cost Estimate
- Prepare 90% and final Contract Documents
- Determine drainage basins and conduct a threshold analysis to determine quantity and quality treatment requirements.
- Determine and prepare construction dewatering plan and specifications.
- Determine preliminary stormwater treatment facility sizing.
- Determine appropriate stormwater outfall locations.
- Determine preliminary stormwater conveyance system.
- Determine alternative low impact development techniques to reduce stormwater facility sizing/cost, such as the use of porous pavements, rain gardens, etc.
- Prepare a technical memorandum explaining and summarizing the results.
- Submit 90% plans and contract documents to City for review and comment.
- Incorporate 90% comments into the Final plan set.

Assumptions

- It is anticipated that the existing road alignment will be shifted North on Austin Street.
- Intersection design scope assumes no more than 50-feet of roadway beyond the immediate project limits will be affected at the connecting intersections.
- Traffic/level of service analysis is not included in the scope however previous studies will be utilized.
- Survey has previously been performed by the others. Additional topographic survey will be required as well as to knit the existing survey information together west of Harborview, north of Austin, and just north of North Harborview.
- Comparative cost estimates will be based on a combination of historical information on recent similar local projects, recent WSDOT bid tabs, and a more detailed analysis for the major components.
- Special Provisions and all drawings will follow 2010 WSDOT format.
- Parametrix will prepare the bid ready contract documents and all required special provisions and appendices in Word and PDF format.
- The City will provide the front end bid documents section of the contract documents in Word format. The Specifications will be written to conform to City, State and Federal format as there are three funding partners involved in this project.

SCOPE OF WORK (CONTINUED)

- 2010 WSDOT Specifications will be used. Special Provisions will follow WSDOT format.

Deliverables

- One hard copy and one PDF set of 60% Plans on 11x17, Preliminary Special Provisions and Cost Estimate
- Third Party Cost Estimate will be provided for 60% design and Final Design
- One hard copy and one PDF set of 90% Plans on 11x17, Special Provisions and Cost Estimate
- Provide data files including DTM, alignments, surfaces and all project point files.
- Completed City of Gig Harbor Comment Response form
- AutoCAD and PDF files of all drawings – provided on CD (2008 version or older)
- One hard copy and one PDF set of 100% Plans on full sized sheets (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (stamped and wet signed) 22" x 34"
- Contract plans and specifications shall conform to both Washington State prevailing wage format and Federal Davis-Bacon Wage Criteria.

Task 03 –Pedestrian and Vehicular Bridge and Soldier Pile Wall Design

Objective

Parametrix will design a new prestressed concrete bridge structure to span Donkey Creek and soldier pile retaining walls as required to support the grading along the revised channel profile. The basis for the design will be the concept drawings previously submitted and approved by City Council on regularly scheduled July 25th 2011 City Council meeting.

Activities

- Prepare project design calculations in accordance with the WSDOT Bridge Design Manual (WSDOT BDM)
- Prepare a complete set of bridge plans
- Prepare a complete set of soldier pile wall plans
- Incorporate comments from the City into the final plans
- Perform an independent QA/QC review by Senior Engineer prior to final submittal
- Prepare Engineer's Construction Cost Estimate

SCOPE OF WORK (CONTINUED)

- Prepare Special Provisions
- Prepare probable construction schedule in gantt schedule format.

Assumptions

- Bridge will be straight with abutments at zero or constant skew
- Bridge will be a single span bridge (approximately 77 feet in length outside face of abutment to outside face of abutment)
- Bridge will be designed for one traffic lane in one direction (approximately 32 feet wide)
- A combined use pedestrian and bike path will be incorporated into the design adjacent to a 12 foot wide traffic lane.
- Since we are able to close North Harborview Drive to traffic staging the bridge construction to maintain one lane of traffic staged construction will not be necessary.
- 2010 WSDOT Specifications will be used. Special Provisions will follow WSDOT format.
- The new bridge will be designed in accordance with AASHTO LRFD Bridge Design Specifications Fifth Edition 2010. Live Load will be HL-93
- No significant changes will be made to the layout recommended in the conceptual study previously submitted to the City of Gig Harbor.
- With the exception of the rails no other aesthetic considerations are included.
- End diaphragms will be field cast concrete integrating the girder ends and cantilevering over the back walls.
- The foundation shall consist of driven, closed end, steel pipe piles. It is anticipated that these displacement piles will develop axial capacity in the dense glacial outwash.
- The top of the piles will be contained by cast in place concrete pile caps. On top of the pile caps will be cast in place concrete back walls to support the prestressed girders.
- The roadway wearing surface will be asphalt placed directly on top of the prestressed concrete decked bulb-tees. As implied by the name the decked bulb tees are prefabricated with the reinforced deck already incorporated.
- The structure location will be set to maintain the existing grade and alignment of the outfall and gravity sewer lines and all work will be above the ordinary high water. Block outs will be designed and detailed through the back walls to facilitate passage of the lines. Additional existing

SCOPE OF WORK (CONTINUED)

utilities will also be located and provisions made to accommodate passage through the back walls.

- It is anticipated that soldier pile retaining walls will be required under and adjacent to the new bridge. For estimating purposes it is assumed there are approximately 160 feet of wall, up to 7 feet high, on the South end (2 plan and profile sheets) and approximately 270 feet of wall, up to 6 feet high, on the North end (3 plan and profile sheets). The soldier pile retaining wall with exposed timber lagging will be designed as a cantilevered wall system (no tie backs) and an anticipated life span of 20 years. The wall details will consist of a table of pile lengths (cut-off and tip elevations). Each short section of wall will be addressed in order to minimize the length of piles required.
- It is anticipated that the final structural drawings will include the following, additionally listed in Attachment B, Sheet Index:

Bridge

- Layout Drawing and General Notes
- Foundation Plan
- Pile Details Piers 1 and 2 and Pile Table
- Pier 1 Details Pier 1 Walls
- Pier 2 Details
- Pier 2 Walls
- Piers 1 and 2 Girder Stops and misc. Details
- Framing Plan and Intermediate Diaphragm Details
- Superstructure Details
- End Diaphragm Details
- Utility Details and Relocation
- Pedestrian and Vehicular Rail Details
- Barlist

Soldier Pile Walls

- Plan and Elevations
 - Wall Details
- It is anticipated that the final structural drawings will not include:
 - Slab Reinforcement Details: Since it is anticipated to use prestressed deck bulb-tees for the superstructure with asphalt wearing surface there is no need for an additional cast-in-place deck. Slab reinforcement is incorporated into the girder fabrication. Once erected, welded and grouted together the girders will provide the concrete deck surface.

SCOPE OF WORK (CONTINUED)

- Approach Slab Details: It is anticipated that the asphalt wearing surface on North Harborview Drive will continue over the new bridge therefore, there is no need for a concrete approach slab on either end of the new structure. Typically approach slabs are incorporated into the design of new structures for moderate and high traffic corridors. In our case however, the one lane bridge is considered temporary and does not warrant the expense.

Deliverables

- One hard copy and one PDF set of 60% Plans on 11x17, Preliminary Special Provisions and Cost Estimate
- One hard copy and one PDF set of 90% Plans on 11x17, Special Provisions and Cost Estimate
- AutoCAD and PDF files of all drawings – provided on CD
- One hard copy and one PDF set of 100% Plans on full sized sheets (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (wet signed) 22” x 34”
- Completed City of Gig Harbor Comment Response form
- One (1) bound set of the project design calculations, including project quantities, sealed by Washington PE
- One (1) copy of Probable Construction Schedule
- QA/QC Review and checked calculations will be provided in final design package.

Task 03.1 – Load Rating Analysis

Objective and Background

Parametrix will provide a bridge load rating of the final design, in accordance with WSDOT BDM.

Bridge load rating is a procedure to evaluate the adequacy of various structural components to carry predetermined live loads. For this project the consultant is responsible for the bridge inventory and load rating of the new bridge in accordance with the NBIS and the AASHTO Manual for Bridge Evaluation (MBE), latest edition. Load ratings are required for all new bridges. Load ratings shall be done immediately after the design is completed.

Activities

- Perform a bridge load rating on the pertinent structural elements.
- Prepare a bridge load rating report.

SCOPE OF WORK (CONTINUED)

Assumptions

- LRFR Methodology will be used for the bridge load ratings. For prestressed concrete elements ratings for both Strength and Service Limit States will be performed. Load Ratings will be in accordance to WSDOT BDM Chapter 13.
- Only superstructure elements will be rated. According to WSDOT, superstructure elements are defined as structural elements above the column tops including drop crossbeams.
- Ratings will be in accordance to the AASHTO *Manual for Bridge Evaluation First Edition, 2008, with 2010 Interims*.
- Rating vehicles will be limited to: HS-20 truck load, legal truck loads (Type 3, Type 3S2, Type 3-3), and two overload trucks. Rating vehicles are defined in WSDOT BDM Section 13.1.1.8.
- All pertinent structural members will be subject to both a NBI rating and a strength rating. Prestressed members will have an additional service rating.

Deliverables

- Load Rating Report - The Load Rating report shall be organized in such a manner that it is easy to follow and all assumptions are clearly stated, complete with a table of contents.

The report shall consist of:

1. A Bridge Rating Summary sheet reflecting the lowest rating factor. The summary sheet shall be stamped, signed and dated by a professional engineer licensed in the state of Washington.
2. A brief report of any anomalies in the ratings and an explanation of the cause of any rating factor below 1.0.
3. Hard copy of computer output files used for rating, and any other calculations or special analysis required.
4. A complete set of plans for the bridge including cross sections.
5. One compact disk which contains the final versions of all input and output files, and other calculations created in performing the load rating.
6. All reports shall be bound.
7. In our case since the load rating calculations are produced as part of a design project the Load Rating Report and design calculations will be bound separately.

Task 04 – Donkey Creek Estuary Design

Objective

Prepare 60%, 90 % and final plans, specifications and cost estimates for the Donkey Creek Estuary. The basis for design will be the concept drawings previously submitted and approved by the City of Gig Harbor.

SCOPE OF WORK (CONTINUED)

Activities

- Prepare 60 percent complete plans that show plan and profile, grading, and typical sections. Plan sheets will contain plans and profile at a 1" = 20' scale. The 60 percent plans will consist of the following sheets that are additionally listed on Attachment B, Sheet Index:
 - Existing Conditions, TESC and Demolition
 - TESC Details and Notes
 - Composite Site Plan (overview including all site features and landscaping)
 - Grading and Drainage Plan
 - Grading and Drainage Details
 - Landscape Plan
 - Landscape Details
 - Irrigation Plan
 - Irrigation Details
 - Channel Profile
 - Typical Channel Sections and Details
 - Restoration Details
- Prepare basis of design technical memorandum for channel. New stream channel sediments (gravel and cobbles) will be sized for stability during a 100-year storm event. Sediment sizing will be based Washington State Department of Fish and Wildlife (WDFW) guidelines and a hydraulic analysis performed under this task.
- Prepare 60% Construction Cost Estimate.
- Prepare 60% Special Provisions.
- Prepare 90% complete plans incorporating revisions to the 60% submittal sheets.
- Incorporate comments to the 90% Plans and complete final drawing set.
- Prepare 90% and final Construction Cost Estimate.
- Prepare 90% and final Contract Documents.

Assumptions

- Design stream flows for the hydraulic analysis will be obtained from the existing memorandum titled "Preliminary Donkey Creek Hydraulic Model" prepared for the City by ESA Adolfson (dated March 8, 2011)
- Parametrix will prepare the bid ready contract documents and all required special provisions and appendices.
- The City will provide the legal documents section of the contract documents in Word format.

SCOPE OF WORK (CONTINUED)

- 2010 WSDOT Specifications will be used. Special Provisions will follow WSDOT format.

Deliverables

- Three hard copies and one PDF set of draft and final basis of design technical memorandum
- One hard copy and one PDF set of 60% Plans - full size, Special Provisions, and Cost Estimate
- One hard copy and one PDF set of 90% Plans – full size, Special Provisions, and Cost Estimate
- AutoCAD and PDF files of all drawings – provided on CD
- One hard copy and one PDF set of 100% Plans - full sized (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (stamped and wet signed) 22” x 34”
- Contract plans and specifications shall conform to both the Washington State and the Federal Prevailing Wage format.

Task 05 – Landscaping

Objective

Prepare 60%, 90% and final landscape plan and specifications and cost estimates for the Donkey Creek Estuary and Roadway Improvements in alignment with Austin Estuary Improvements. Landscape plans will be integrated with the Harbor History Museum improvements with special attention to roadway landscape. Provide geotechnical engineering evaluation through field exploration and site reconnaissance.

Activities

- **Landscape** - Prepare 60%, 90% and final landscape plans. Landscape plans will include sheets for landscaping and irrigation details as appropriate. Individual plan sheets are listed by project component in Tasks 02 and 04.
 - Review site elements
 - Attend one agency/design meeting
 - Prepare 60% and 90% landscape plans with special attention to integrating Austin Estuary, Donkey Creek Estuary and Museum property, and roadway landscaping improvements.
 - Prepare landscape and irrigation details
 - Prepare 60% Construction Cost Estimate

SCOPE OF WORK (CONTINUED)

- Prepare 60% Special Provisions
- Incorporate 60% comments and prepare 90% Construction Cost Estimate and Special Provisions
- Incorporate 90% comments and prepare final plans, Construction Cost Estimate and Special Provisions.

Deliverables

- Landscaping Plans, Construction Cost Estimates and Special Provisions will be delivered for the roadway improvements and estuary design components as described under Task 02 and 04.

Task 06 – Geotechnical Investigations

- **Geotechnical Evaluation** for open channel design support (liquefaction susceptibility & associated seismic hazards)
 - Evaluation of feasible slope/wall options
 - Develop wall design for open channel stream section (earth pressure and section size/types)
 - Evaluate excavation constraints, dewatering considerations and construction issues
- Provide Road & Sidewalk Geotechnical Support
 - Re-analyze stability of lower slope
 - Re-evaluate road alignment and proposed geometries
 - Develop stabilization measures for lower slope and shoulder sections
 - Develop roadway subgrade drainage design (e.g. blanket drains or slot drains below pavement)
 - Develop pavement section design for new roadway resurfacing

Assumptions

- Only one meeting per design level has been included.
- All site access and permitting required for exploration will be acquired by the Owner.
- Drill cutting generated during exploration can be wasted (disposed of) on site.
- Neither identification nor evaluation of contaminants that may be present in the site subsoil's is included.
- Piezometers installed for this project are property of the City of Gig Harbor.

SCOPE OF WORK (CONTINUED)

Deliverables

- Preparation of draft and final geotechnical design reports
- Geotechnical input to preparation of 60% - 90% plans and specifications
- Participate in (3) design coordination meetings
- Input to cost estimate for geotechnical and earthwork-related items

Task 07 – Permitting

Objective

Conduct environmental analysis and prepare documentation to comply with the State Environmental Policy Act (SEPA) and City of Gig Harbor SEPA Ordinance (Gig Harbor Municipal Code Title 18.04), and prepare permit applications to obtain project approval from the Washington State Department of Fish and Wildlife (WDFW), U.S. Army Corps of Engineers (Corps) and from the City of Gig Harbor (City). All permits are listed in Attachment A, Permit Tracking Table. It is anticipated that this project will be permitted as one complete and comprehensive project under the “WFDW” fast track permit process.

Activities

- Prepare NEPA Environmental Report for submittal to the U.S. Fish and Wildlife Service (USFWS).
- Prepare a Biological Assessment for submittal to the USFWS and NOAA Fisheries.
- Prepare a draft and final SEPA environmental checklist with supporting technical materials for review.
- Submit SEPA, wetland delineation/report and habitat assessment and plan for City review.
- Prepare a JARPA application and attachments for submittal to WDFW for a Hydraulic Project Approval, to the Corps for a Nationwide Permit 27, and the City for a Shoreline Substantial Development Permit, which includes site plan and design review approval.
- Prepare a City Flood Hazard Permit application.
- Respond to requests for additional information from the permit authorities and maintain regular communication to track permit progress.
- Attend the public hearing on the Shoreline Permit.
- Attend one City Council and one Design Review Board meeting to make project presentations and answer questions.

SCOPE OF WORK (CONTINUED)

- Attend up to four coordination meetings with city staff.
- Assist the City in coordinating permits/approvals for changes to the adjacent plats and the wastewater treatment plant caused by the roadway improvements.
- Prepare a Building permit application.
- Address DAHP and Cultural Resource Assessment.

Assumptions

- The SEPA determination will be either a Mitigated Determination of Non-Significance (MDNS) or Determination of Non-Significance (DNS). (The project will not require an EIS.)
- The City will be responsible for publishing SEPA notifications including the SEPA determination in the paper of record.
- The NEPA determination will not require an EIS.
- The Nationwide permit will also result in compliance with Section 401 of the Clean Water Act (Section 401 Water Quality Certification) and the Coastal Zone Management Act (Coastal Management Zone Consistency Determination)

Deliverables

- Draft and final versions of the SEPA Environmental Checklist with supporting materials.
- NEPA Environmental Report.
- Biological Assessment.
- JARPA application and attachments.
- Flood Hazard Permit application.
- Building Permit application.

Task 08 – Roundabout Validation

Objective

Prepare engineering plans and estimated costs for the addition of a three legged round-a-bout intersection at the Harborview/Austin intersection; widening of Austin street to accommodate two way traffic, bicycle lanes in both directions, and sidewalks on both sides of the road; and the widening of Harborview Drive from North Harborview Drive to the roundabout to accommodate left turns, bicycles and pedestrians in both directions.

SCOPE OF WORK (CONTINUED)

Approach

The roundabout option will be evaluated and designed to a 20% level so that if funding becomes available it could become part of the overall Donkey Creek Estuary and Transportation Improvements. This design will likely impact the One Way Roadway design in several ways. For example, the storm drainage requirements for a larger project will likely be different and downstream conveyance systems may need to be larger. Another example is that the intersection of Austin Street and North Harborview Drive would become much different with the roundabout scenario. Limited geotechnical services will be provided for this task.

Activities

- Prepare 20% concept that addresses plan and profile alignment and drainage facilities.
- Prepare 20% complete Construction Cost Estimate
- Determine drainage basins and conduct a threshold analysis to determine quantity and quality treatment requirements.
- Determine preliminary stormwater treatment facility sizing.
- Determine appropriate stormwater outfall locations.
- Determine preliminary stormwater conveyance system.
- Determine alternative low impact development techniques to reduce stormwater facility sizing/cost, such as the use of porous pavements, rain gardens, etc.
- Prepare a technical memorandum explaining and summarizing the results.
- Limited Geotechnical will consist of geologic site and slope reconnaissance with specific emphasis on the proposed fill and cut wall alignments, to identify surface features that will impact the design and construction.
 - Limited to visual observation of surface features and topography only, subsurface explorations will not be conducted during this task.
 - Review preliminary wall and roundabout layout plans and cross sections
 - Assess geotechnical issues and identify areas where detailed geotechnical engineering studies will be required during PS&E

Assumptions

- All assumptions identified in Task 02 apply to this task.
- Roundabout design will be validated to approximately 20% design to assure future connectivity.

Deliverables

SCOPE OF WORK (CONTINUED)

- One hard copy and one PDF set of 60% Plans on 11x17 and Cost Estimate
- AutoCAD and PDF files of all drawings – provided on CD
- Tech Memo with Drainage Analysis results and recommendations (if necessary)
- Geotechnical Engineering memo summarizing the results of assessment

Task 09 – Additional Survey

Objective

To provide boundary control and topographic mapping for use in property acquisition and design of a roundabout at the intersection of Harborview Drive and Austin Street.

Approach

Parametrix surveyors will map existing conditions and improvements within the full right-of-way limits of Harborview Drive; beginning at point approximately 370 feet northerly of Austin Street and continuing southerly to match into a previously mapped area lying northerly of the Donkey Creek culvert. Additional mapping will also be performed on Pierce County Tax Parcel 0221061107, which lies in the northeasterly quadrant of the above referenced intersection. This mapping will be limited to only that portion of the parcel which is intended for acquisition and slope easement, as defined by the preliminary design. Also included in this scope is supplemental mapping along North Harbor Drive. This mapping will be used to fill in any holes or missing information as well as a means of proofing information provided by others.

Activities

- **Control Survey** - Horizontal and vertical control will be established through-out the site using GPS and conventional survey equipment. Monuments and property corners will be analyzed and if found reliable, accepted. Horizontal and vertical control shall be per City of Gig Harbor Municipal Code 12.06.070 (H) which is defined as Washington State Plane Coordinate System NAD 1983 HARN South Zone (FIPS 4602) in US Feet and for vertical datum NGVD 29. This is subject to existing control and mapping information as provided and used by others. Measured values will be compared to published values as a check and confirmation of control. Parametrix will provide (one time only) two inter-visible control points within close proximity of the subject site. These control points will be used as a base line for construction of improvements.
- **Topographic Survey** - Mapping will consist of identifying physical improvements including but not limited to existing pavement, utilities, and signage. Storm and sanitary structures if found and accessible, will be opened. Measurements will be made to identify size, type, and invert elevation of visible pipes. Existing ground conditions will be mapped at significant intervals to generate 1-foot contours. An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility. Significant trees, 12 – inches or larger when measured at breast height will be mapped.
- **Base Map** - Field gathered data will be reviewed, processed, and entered into an existing AutoCAD Civil 3D drawing. Planimetric features will be drawn and symbols will be placed to

SCOPE OF WORK (CONTINUED)

reflect existing improvements and ground conditions. A digital terrain model (DTM) will be supplemented with the newly gathered data and contours generated. From information provided by an underground utility locate firm, and or record drawings (if available) buried utilities will be shown on the base map. Boundary lines of the above referenced parcel will be shown as defined by record information. A complete boundary survey or the filing of a record of survey is not a part of this scope.

- **Field Walk** - To confirm the base map, an office technician will visit the site to confirm the information as shown on the topographic base map is correct and reflects existing conditions.
- **Right-of-way Acquisition** - Parametrix will prepare a legal description and exhibit map in support of property acquisition for the proposed improvements. The gathering of signatures and the preparation of the conveyance deed is the responsibility of the Client, unless otherwise directed. Additional easements for slope or temporary construction can also be prepared subject to the design. Parametrix will provide an amendment to this scope and fee if additional descriptions and exhibits are needed.

Deliverables

Parametrix will provide a topographic base map in Auto CAD Civil 3D release 2010.

TASK 10 – FRONTAGE IMPROVEMENTS (AUSTIN TO NHD)

Objective

Prepare engineering plans, specifications and estimated costs for the addition of transportation improvements along Harborview Drive from the Harborview/North Harborview intersection south to the southern limits of the Austin Estuary. The improvements will consist of a widened roadway to incorporate a dedicated left turn lane and non-motorized improvements for pedestrians and bicyclists on the east side of the road consisting of reconstructed and widened concrete sidewalk.

Activities

- Prepare 60 percent complete plans that show plan and profile, typical sections, cuts and fills, streetscape features, alignment, and drainage facilities. Plan sheets will contain plans and profile at a 1" = 20' scale. The 60 percent plans will consist of the following sheets:
 - Paving/Drainage Plan and Profile
 - Channelization and Signing Plan
 - Widened Roadway plan and profile as necessary
 - Landscape Plan and Details
 - Misc. Details
- Prepare 60% complete Construction Cost Estimate

SCOPE OF WORK (CONTINUED)

- Prepare 60% (draft) Special Provisions
- Prepare 90% complete plans.
- Prepare 90% and final Construction Cost Estimate.
- Prepare 90% and final Contract Documents.
- Submit 90% plans and contract documents to WSDOT for review and comment.
- Incorporate 90% comments into the Final plan set.

Assumptions

- All assumptions identified in Task 02 apply to this task.

Deliverables

- One hard copy and one PDF set of 60% Plans on 11x17, Preliminary Special Provisions and Cost Estimate
- One hard copy and one PDF set of 90% Plans on 11x17, Special Provisions and Cost Estimate
- AutoCAD and PDF files of all drawings – provided on CD
- One hard copy and one PDF set of 100% Plans on full sized sheets (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (wet signed) 22" x 34"

Task 11 – Management Reserve

This phase of work has been established to provide a resource for the City to utilize when out of scope items are needed to allow the project to precede in a timely fashion. Use of this fund shall be used only as authorized in advance by the city Engineer.

Task 12 – Water Line Design and Design Survey

Objective

Prepare engineering plans, specifications and estimated cost to abandon, relocate and loop the water line on N. Harborview Drive in order to accommodate the new Donkey Creek Bridge. This task will develop the concept for the abandonment of the existing line from the service tee to the existing restroom to the N. Harborview/Austin Intersection. In addition, new water line will be designed to connect to the existing 10-inch stub just north of the driveway to the WWTP and continue north for approximately 1600 feet in order to create a looped connection to the existing line that currently terminates in front of the Hill Building. Finally, an additional 600 feet of water line will be designed to complete the loop on Austin

SCOPE OF WORK (CONTINUED)

Street to the Finholm Business District. Plans, specifications and a Construction Cost Estimate will be developed in accordance with the 2010 Washington State Department of Transportation Standard Specifications as well as incorporate the requirements of various permits and agency plan reviews. Submittal of the final design plans, specifications and cost estimates will be provided to the City at the 60%, 90% and final design completion levels. Parametrix will review for constructability, in addition to a thorough QA/QC review of the work.

Parametrix surveyors will map existing conditions and improvements within the full right-of-way limits of Harborview Drive; beginning at point approximately 370 feet northerly of Austin Street and continuing northerly to the Hill Building, approximately 800 feet.

Activities

- Coordinate design with the internal and external project team. This will consist of a design development meeting to determine coordination procedures and schedule.
- Prepare water line design including valving, hydrants, and abandonment strategies.
- Prepare typical details
- Discuss design challenges, constraints and concepts with the City and the design team via telephone/email correspondence.
- Prepare the Special Provisions section of the Specifications.
- Prepare an opinion of probable construction cost based on the proposed design.
- Prepare double pass plans at a 1" = 20' scale for that section of waterline from the WWTP to the Hill building and single pass plans at a 1"=20' scale for that section along Austin Street. The plans will consist of the following additional sheets:
 - TESC, Demolition & Existing Conditions Plans – Harborview Drive
 - 2 New Double Pass sheets
 - TESC, Demolition & Existing Conditions Plans – Austin Drive
 - Add to Task 02 – TESC Sheets
 - Waterline Plans on Harborview Drive
 - 2 New Double Pass sheets
 - Waterline Plans on Austin Street
 - Add to Task 02 – Paving and Drainage Single Pass Plans
 - Waterline Details – One Sheet
 - Temporary Traffic Control Plan – Harborview Drive
 - 2 New Double Pass Sheets
- Horizontal and vertical control will be established, continuing, north of the control established thus far using GPS and conventional survey equipment. Monuments and property corners will be analyzed and if found reliable, accepted. Horizontal and vertical control shall be per City of Gig Harbor Municipal Code 12.06.070 (H) which is defined as Washington State Plane Coordinate System NAD 1983 HARN South Zone (FIPS 4602) in US Feet and for vertical datum NGVD 29. This is subject to existing control and mapping information as provided and used by others. Measured values will be compared to published values as a check and confirmation of control.

SCOPE OF WORK (CONTINUED)

- Perform Topographic Survey - Mapping will consist of identifying physical improvements including but not limited to existing pavement, utilities, and signage. Storm and sanitary structures if found and accessible, will be opened. Measurements will be made to identify size, type, and invert elevation of visible pipes. Existing ground conditions will be mapped at significant intervals to generate 1- foot contours. An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility. Significant trees, 12 – inches or larger when measured at breast height will be mapped.
- The following items will be provided as depicted in Task 07:
 - Prepare Construction Cost Estimate
 - Prepare draft and final Special Provisions
 - Prepare complete plans consisting of the sheets shown above
 - Prepare Contract Documents

Assumptions

- No additional Geotechnical Investigation has been requested by the City and is therefore not included.
- Permitting of the waterlines will be administered by the City.
- Comparative cost estimates will be based on a combination of historical information on recent similar local projects, recent WSDOT bid tabs, and a more detailed analysis for the major components.
- Special Provisions and all drawings will follow 2010 WSDOT format.
- Parametrix will prepare the bid ready contract documents and all required special provisions and appendices.
- The City will provide the front end bid documents section of the contract documents in Word format.
- 2010 WSDOT Specifications will be used. Special Provisions will follow WSDOT format.

Deliverables

- One hard copy and one PDF set of 60% Plans on 11x17, Preliminary Special Provisions and Cost Estimate
- One hard copy and one PDF set of 90% Plans on 11x17, Special Provisions and Cost Estimate

SCOPE OF WORK (CONTINUED)

- Completed City of Gig Harbor Comment Response form
- AutoCAD and PDF files of all drawings – provided on CD (2008 version or older)
- One hard copy and one PDF set of 100% Plans on full sized sheets (sealed by Washington PE), Special Provisions and Cost Estimate
- One Final Mylar Set (stamped and wet signed) 22” x 34”

PHASE 03 – CONSTRUCTION SUPPORT SERVICES/CONTRACT ADMINISTRATION (NOT SCOPED AT THIS TIME)

EXHIBIT B

Donkey Creek Estuary and Transportation Improvements Design Budget

James R. Dugan	Shannon D. Thompson	April D. Whittaker	Steven D. Arnold	Shari Morgan	Brian E. Bunker
Sr Consultant	Sr Construction Mgr.	Project Controls Specialist	Construction Mgr. IV	Sr Project Accountant	Principal
\$180.00	\$145.00	\$80.00	\$110.00	\$95.00	\$180.00

Phase	Task	Description	PMX Expenses	Sub Consultant	total	PMX Labor Dollars	Labor Hours						
02		Final Design											
02	01	Project Management	\$ 7,500.00	Bill Acker	\$ 3,542.00	\$67,160.00	528	40	320	160		8	
02	02	Road Improvements Design				\$102,590.00	844						40
02	03	Pedestrian and Vehicular Bridge and Soldier Pile Wall Design				\$129,770.00	1,014						
02	04	Donkey Creek Estuary Design				\$24,960.00	212						8
02	05	Landscaping		Nakano	\$ 36,313.00								
02	06	Geotechnical Investigations		HWA	\$ 22,114.31								
02	07	Permitting		Bob Sullivan (BE)	\$ 8,480.00	\$10,350.00	100						
02	08	Roundabout Validation		HWA	\$ 3,799.00	\$16,770.00	126						8
02	09	Additional Survey				\$13,105.00	117						
02	10	FRONTAGE IMPROVEMENTS (AUSTIN TO NHD)				\$13,240.00	108						8
02	11	Management Reserve	\$ 15,000.00										
02	12	Water Line Design and Design Survey				\$19,560.00	158						20
		Sub Total	\$ 22,500.00		\$ 74,248.31	\$397,505.00	3,232	40	320	160	0	8	64
		Total Phase 02			\$ 494,253.31			\$7,200.00	\$46,400.00	\$12,800.00	\$0.00	\$760.00	\$11,520.00

EXHIBIT B

Donkey Creek Estuary and Transportation Improvements Design Budget

Gregory Haman	Julia Peterson	Robert Murray	Joseph R. Merth	Daniel J. McIntier	David L. Dinkuhn
Sr Engineer	CADD Supervisor	Division Manager	Sr Engineer	Sr Engineer	Sr Engineer
\$145.00	\$100.00	\$180.00	\$150.00	\$180.00	\$145.00

Burdened Rates:

Phase	Task	Description	PMX Expenses	Sub Consultant	total	PMX Labor Dollars	Labor Hours						
02		Final Design											
02	01	Project Management	\$ 7,500.00	Bill Acker	\$ 3,542.00	\$67,160.00	528						
02	02	Road Improvements Design				\$102,590.00	844	164	416				
02	03	Pedestrian and Vehicular Bridge and Soldier Pile Wall Design				\$129,770.00	1,014			46	28	32	
02	04	Donkey Creek Estuary Design				\$24,960.00	212		100				80
02	05	Landscaping		Nakano	\$ 36,313.00								
02	06	Geotechnical Investigations		HWA	\$ 22,114.31								
02	07	Permitting		Bob Sullivan (BE)	\$ 8,480.00	\$10,350.00	100						
02	08	Roundabout Validation		HWA	\$ 3,799.00	\$16,770.00	126	50	40		20		
02	09	Additional Survey				\$13,105.00	117						
02	10	FRONTAGE IMPROVEMENTS (AUSTIN TO NHD)				\$13,240.00	108	40	60				
02	11	Management Reserve	\$ 15,000.00										
02	12	Water Line Design and Design Survey				\$19,560.00	158		94				
		Sub Total	\$ 22,500.00		\$ 74,248.31	\$397,505.00	3,232	254	616	46	48	32	80
		Total Phase 02			\$ 494,253.31			\$36,830.00	\$61,600.00	\$8,280.00	\$7,200.00	\$5,760.00	\$11,600.00

EXHIBIT B

Donkey Creek Estuary and Transportation Improvements Design Budget

Dean H. Zavack	David A. Ironmonger	Sean Ripley	Alvin R. Valencia	Kelli J. Lambert	Gary R. Maynard
Engineer III	Survey Supervisor	Sr Surveyor	Designer III	Planner I	Sr Planner
\$135.00	\$135.00	\$125.00	\$110.00	\$95.00	\$180.00

Burdened Rates:

Phase	Task	Description	PMX Expenses	Sub Consultant	total	PMX Labor Dollars	Labor Hours						
02		Final Design											
02	01	Project Management	\$ 7,500.00	Bill Acker	\$ 3,542.00	\$67,160.00	528						
02	02	Road Improvements Design				\$102,590.00	844	62					
02	03	Pedestrian and Vehicular Bridge and Soldier Pile Wall Design				\$129,770.00	1,014				442		
02	04	Donkey Creek Estuary Design				\$24,960.00	212						
02	05	Landscaping		Nakano	\$ 36,313.00								
02	06	Geotechnical Investigations		HWA	\$ 22,114.31								
02	07	Permitting		Bob Sullivan (BE)	\$ 8,480.00	\$10,350.00	100					80	10
02	08	Roundabout Validation		HWA	\$ 3,799.00	\$16,770.00	126	8					
02	09	Additional Survey				\$13,105.00	117		10	35			
02	10	FRONTAGE IMPROVEMENTS (AUSTIN TO NHD)				\$13,240.00	108						
02	11	Management Reserve	\$ 15,000.00										
02	12	Water Line Design and Design Survey				\$19,560.00	158	60	16	12			
		Sub Total	\$ 22,500.00		\$ 74,248.31	\$397,505.00	3,232	70	10	35	442	80	10
		Total Phase 02			\$ 494,253.31			\$9,450.00	\$1,350.00	\$4,375.00	\$48,620.00	\$7,600.00	\$1,800.00

EXHIBIT B

Donkey Creek Estuary and Transportation Improvements Design Budget

Matthew M. Maynard	Shane L. Brown	Linda K. Edwards	Christine E. Broome	Robert Franklin	David Henley
Scientist/Biologist II	Engineer IV	Word Processing Specialist	Sr. Library Assistant	Sr Engineer	Surveyor III

Burdened Rates:

Phase	Task	Description	PMX Expenses	Sub Consultant	total	PMX Labor Dollars	Labor Hours						
02		Final Design											
02	01	Project Management	\$ 7,500.00	Bill Acker	\$ 3,542.00	\$67,160.00	528						
02	02	Road Improvements Design				\$102,590.00	844			30	30	70	
02	03	Pedestrian and Vehicular Bridge and Soldier Pile Wall Design				\$129,770.00	1,014		466				
02	04	Donkey Creek Estuary Design				\$24,960.00	212			24			
02	05	Landscaping		Nakano	\$ 36,313.00								
02	06	Geotechnical Investigations		HWA	\$ 22,114.31								
02	07	Permitting		Bob Sullivan (BE)	\$ 8,480.00	\$10,350.00	100	10					
02	08	Roundabout Validation		HWA	\$ 3,799.00	\$16,770.00	126						
02	09	Additional Survey				\$13,105.00	117						36
02	10	FRONTAGE IMPROVEMENTS (AUSTIN TO NHD)				\$13,240.00	108						
02	11	Management Reserve	\$ 15,000.00										
02	12	Water Line Design and Design Survey				\$19,560.00	158						
		Sub Total	\$ 22,500.00		\$ 74,248.31	\$397,505.00	3,232	10	466	54	30	70	36
		Total Phase 02			\$ 494,253.31			\$950.00	\$62,910.00	\$4,320.00	\$2,250.00	\$11,550.00	\$3,780.00

EXHIBIT B

Donkey Creek Estuary and Transportation Improvements Design Budget

Jacob A. Hamm	Steven Wagner
Surveyor I	Sr Engineer

Burdened Rates:							\$100.00	\$170.00
Phase	Task	Description	PMX Expenses	Sub Consultant	total	PMX Labor Dollars	Labor Hours	
02		Final Design						
02	01	Project Management	\$ 7,500.00	Bill Acker	\$ 3,542.00	\$67,160.00	528	
02	02	Road Improvements Design				\$102,590.00	844	32
02	03	Pedestrian and Vehicular Bridge and Soldier Pile Wall Design				\$129,770.00	1,014	
02	04	Donkey Creek Estuary Design				\$24,960.00	212	
02	05	Landscaping		Nakano	\$ 36,313.00			
02	06	Geotechnical Investigations		HWA	\$ 22,114.31			
02	07	Permitting		Bob Sullivan (BE)	\$ 8,480.00	\$10,350.00	100	
02	08	Roundabout Validation		HWA	\$ 3,799.00	\$16,770.00	126	
02	09	Additional Survey				\$13,105.00	117	36
02	10	FRONTAGE IMPROVEMENTS (AUSTIN TO NHD)				\$13,240.00	108	
02	11	Management Reserve	\$ 15,000.00					
02	12	Water Line Design and Design Survey				\$19,560.00	158	
		Sub Total	\$ 22,500.00		\$ 74,248.31	\$397,505.00	3,232	36 32
		Total Phase 02			\$ 494,253.31		\$3,600.00	\$5,440.00



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

Subject: Barbara Grace Award for Outstanding Planner – Jennifer Kester

Proposed Council Action: Formally Present Jennifer Kester the Barbara Grace Award

Dept. Origin: Planning

Prepared by: Tom Dolan, Planning Director

For Agenda of: November 14, 2011

Exhibits: Nomination Letter, Letters of Support from Harris Atkins, John Hogan and Angela Belbeck

Concurred by Mayor:	Initial & Date <u>CLH 11/10/11</u>
Approved by City Administrator:	<u>FDK</u>
Approved as to form by City Atty:	<u>N/A</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>TD 11/9/11</u>

Expenditure Required	n/a	Amount Budgeted	n/a	Appropriation Required	n/a
-----------------------------	-----	------------------------	-----	-------------------------------	-----

INFORMATION/BACKGROUND

Each year the Washington State Chapter of the American Planning Association gives the Barbara Grace Award to a "mid-level planner who has distinguished her or himself with dedication to public service and professional accomplishment." The award is meant for front line planners who help "Make Great Communities Happen" and who represent the future leadership of the planning profession. This year, Jennifer Kester was the recipient of the Barbara Grace Award. The award was announced at the Washington APA Conference in October.

Jennifer has done an outstanding job as a planner for Gig Harbor for over 9 years. She started here as an Associate Planner and was promoted to Senior Planner in 2006. Jennifer is the currently the lead long range planner. However, as a current planner she worked on several of the high profile land use cases in Gig Harbor including St. Anthony Hospital, the Uptown Shopping Center, the YMCA and Costco.

RECOMMENDATION/MOTION

Present award



COMMUNITY DEVELOPMENT DEPARTMENT

2011 Barbara Grace Award

Name of Nominee: Jennifer Kester

Where Employed: City of Gig Harbor

Name of Nominator: Tom Dolan, Planning Director, City of Gig Harbor
dolant@cityofgigharbor.net
253-853-7615

How has the nominee distinguished her/himself with dedication to professional service of the community and/or the planning profession?

Jennifer Kester is a complete planner and I take great pleasure in nominating her for this award. In some respects Jennifer is a "planner geek" but mostly she is a grounded, experienced, common sense, experienced planner that any planning organization would be proud to have working for them. Jennifer graduated from Cornell University with a bachelor's degree in landscape architecture. After working for a private landscape architect for a short period, Jennifer decided that she would prefer putting her design skills to work in the public sector. That led to a temporary position with Pierce County working on GIS projects and the County's buildable lands program. In 2002 Jennifer was hired as an associate planner at the City of Gig Harbor (she was promoted to a Senior Planner in 2006). For her first four years in Gig Harbor, Jennifer worked primarily on current planning projects. Her current planning projects became increasingly more complex and included Gig Harbor's new St. Anthony Hospital, a 150,000 square foot Costco and the Uptown Shopping Center. I have provided a greater description of these three projects below. When Gig Harbor had a large, complex, controversial land use project, Jennifer was assigned to process it.

In 2007 Jennifer's role changed from current planning to long range planning – not an easy change for many planners. Jennifer became primarily responsible for the City of Gig Harbor's annual amendments to the Comprehensive Plan and for processing code amendments to the Zoning Ordinance. She also prepares our buildable lands report and functions as our GIS lead. When Jennifer first started working on our annual revisions to the Comprehensive plan, the process and the criteria for approving the revisions was somewhat unclear. On her own initiative, she worked with the City Attorney to develop a clear process with criteria that the Planning Commission and City Council could use to evaluate amendments. Since 2007 Jennifer has processed approximately 25 amendments to the City's Comprehensive Plan. In addition, she has processed over 20 code amendments ranging from minor tweaks to the Zoning Ordinance to major overhauls of our design review process.

Jennifer consistently displays dedication to professional service of the community and the planning profession. In the current planning projects she has worked on she strives to be fair to both the applicant and to other interested parties – particularly surrounding property owners. I

have never known her to take a short cut or ignore what the codes require when dealing with current planning permits. When working on long range planning projects Jennifer always makes a well thought out recommendation to the decision making body. That recommendation includes a discussion of both sides of the issue – the pros and the cons. Her own ethical standards are high and she has high expectations of others as well. Jennifer is the City's representative to Pierce County's Growth Management Coordinating Committee (GMCC). The GMCC consists of representatives from most of Pierce County's planning agencies. Jennifer asked to be Gig Harbor's representative so that she could keep abreast of planning initiatives that are occurring in the county – particularly those that might affect the City. When I think of her dedication to the planning profession I remember her helping new planners here at Gig Harbor. Jennifer plays a large part in training new planners. I have never seen Jennifer say that she was too busy to help a fellow planner with a problem or issue that they were having difficulties with. She views helping other planners as a way to give something back to the planning profession.

What projects or actions demonstrate the nominee's professional accomplishments?

Until 2008 when St. Anthony's Hospital opened, the citizens of the Gig Harbor peninsula had to either go to Tacoma or Bremerton if they needed hospital services. It had been recognized that a new hospital was needed in the Gig Harbor area for some time. Finding the right location turned out to be very controversial. When the site was finally selected, land use permits had to be expedited to the extreme. Jennifer was selected to process the land use permits for the 120 bed hospital and associated medical office building. The most difficult task in permitting the hospital was getting the approval of the City's Design Review Board (DRB) in a timely manner. The hospital design team went before the DRB 4 times with the culminating meeting lasting from 5 p.m. until 11:30 p.m. during a windstorm with the lights in the room flickering. During that meeting Jennifer was the facilitator and made suggestions that eventually led to the DRB's recommending approval of the hospital's design.

Gig Harbor's design regulations are daunting and are particularly difficult for big box retailers. Although our design regulations allow for prescriptive approval of design, it is nearly impossible for large retail uses to be administratively approved. One of Jennifer's projects is a good example. Costco wanted to locate in Gig Harbor but there was no way that their "standard" design could meet City design requirements. Jennifer worked with Costco and the DRB to achieve compliance. In all, the Costco project went before the DRB seven times before it was approved. Getting the DRB approval and hearing examiner approval were just the first steps. Jennifer reviewed and then re-reviewed the building permit plans to make sure that the project met the requirements of the DRB and hearing examiner. Her eye for detail and her ability to understand building permit plans is outstanding. If there is a better designed Costco in Washington – I haven't seen it! Jennifer's role in achieving this design cannot be overstated.

The final current planning project I want to highlight is the Uptown Shopping Center. Uptown is a lifestyle shopping center that has several smaller retail buildings, a multiplex theater and a 100,000 square foot medical office building. Jennifer worked with the project architect and owner to find an administratively approvable design solution for the shopping center. The shopping center has been a huge success in the community and has spurred the adjacent commercial property owner (Safeway) into redeveloping their property.

As indicated above, in 2007 Jennifer's role changed from current planning to long range planning. Of note is a group of text amendments Jennifer developed in 2010 which resulted in substantial changes in how land use permits are processed in Gig Harbor. All of the changes

resulted in significant improvements to the way land use permits are processed. For example, one change now allows the Planning Director to issue administrative approvals (subject to appeal to the hearing examiner) for commercial site plan permits when no other type of land use permit is required. The major hurdle to this change was convincing the City Council that the amendment would not result in a detrimental impact to public participation. Jennifer had numerous meetings with the City Council to explain how public participation would be maintained and why the amendment would provide positive benefits to the applicant, the public and the City itself. It was a hard sell but she was persuasive and succeeded. As a result of this change, several weeks of processing time has been eliminated for many commercial site plan approvals.

Another long range project that Jennifer worked on last December was a development agreement for an 823 unit residential project in Gig Harbor North. The agreement wasn't controversial but it was extremely complicated. Jennifer worked with attorneys for the City and applicant. In addition an ad hoc committee of the City Council and the entire City Council were involved. In all, there were seven drafts of the agreement before it went to the City Council for ratification. For over a month it seemed like there were three or four revisions to the agreement being proposed each day and Jennifer kept track of each change and in many cases made suggestions that improved the agreement.

Summary

I have been a professional planner for 37 years now. During that time I have worked with hundreds of planners (both public and private). Only a very few of those planners have demonstrated both the ability and dedication to the planning profession that Jennifer Kester lives each day. I am confident that Jennifer will go on to be a key leader in the profession. I am extremely proud and honored to nominate her for the Barbara Grace Award.

I have attached three letters in support of this nomination. They are from:

Angela Belback, Gig Harbor City Attorney
Harris Atkins, Chairman of the Gig Harbor Planning Commission
John Hogan, Private Developer

27 September, 2011

Jill Sterrett, FAICP

President

Washington Chapter of the American Planning Association

I am pleased to endorse the nomination of Jennifer Kester for the 2011 Barbara Grace Award. As a member of the Gig Harbor Planning Commission, I have worked with Jennifer for over 6 years in all phases of the process and never cease to be impressed with her performance.

Jennifer has distinguished herself by bringing a high level of professionalism to her role while recognizing the importance of interaction with the Community and being sensitive to the individual issues of its members. We rely on Jennifer to make oral reports at public forums on complex issues and to interact with individuals at "open-house" events. She brings a human face to what sometimes is perceived as a "non-caring bureaucracy". She is an excellent ambassador of the profession.

While Jennifer is involved in a multitude of projects and issues, there are two examples which I think personify her level of professionalism and commitment:

1. Every year, the Planning Commission considers a number of Comprehensive Plan amendments including both City and applicant generated revisions. Jennifer has developed a process for dealing with them in a clear and efficient process. She first develops a notebook with a staff report and supporting data for each amendment, organizes a meeting schedule with appropriate applicants and City staff and supports Commission discussions in an objective manner. Following development of recommendations, she works with the Commission to develop briefing material for a Joint Council-Commission meeting to discuss them. Her efforts have streamlined the process and enhanced the results.
2. During Planning Commission deliberations on the Shoreline Master Program revision, even though Jennifer was not the prime staff member and was involved in other issues, she could always be called on for special studies, e.g. comprehensive property inventories, current regulations comparisons, and for help in interacting with the public at hearings and forums .

Gig Harbor is a relatively small but growing community with high standards and all of the demands and development complexities of much larger cities. It is people like Jennifer Kester who are helping us meet those challenges.

Regards,

Harris Atkins

Chairman, Gig Harbor Planning Commission

UPTOWN
GIG HARBOR

WWW.UPTOWNGIGHARBOR.COM

Gateway Capital, LLC
4423 Pt. Fosdick Drive NW
Suite 306
Gig Harbor, WA 98335
Office: 253-851-4557 • Fax: 253-851-4530

September 29, 2011

American Planning Association
Washington Chapter
Att. Jill Sterrett, FAICP

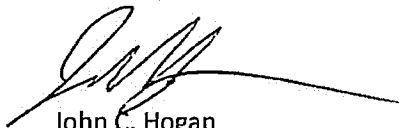
RE: 2011 Barbara Grace Award Nominees

Dear Ms. Sterrett,

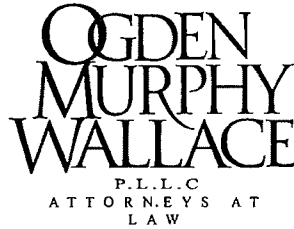
It has come to my attention that a very talented planner by the name of Jenifer Kester of the City of Gig Harbor is a possible nominee of the Barbara Grace Award. Our family company has been in existence for over 50 years and has developed and managed shopping centers and mixed use buildings in a dozen municipalities throughout the State of Washington. Our most recent project was a 45 million dollar retail development called Uptown Gig Harbor of which Ms. Kester was the lead planner assigned to this complex 15 building project.

Ms. Kester's knowledge of the code, practical knowledge and diligence allowed this project to be built on time and constructed in a manner that met code prescriptively whereupon many future retail projects within the municipality will be judged. In a period where developers and planners have worked against each other, Ms. Kester is able to be firm, fair and yet understand the complexities of construction to help make projects both come to fruition and yet be an asset to the community by maintaining the community's identity. I only wish there were more planners of her caliber in other municipalities where we operate.

Sincerely,



John C. Hogan
Managing Partner



Angela S. Belbeck
abelbeck@omwlaw.com

September 27, 2011

Jill Sterrett, FAICP
Chapter President
APA Washington Chapter

Re: 2011 Barbara Grace Award -
Jennifer Kester, Gig Harbor

Dear Ms. Sterrett and Committee Members:

I write to support whole-heartedly the nomination of Jennifer Kester for the 2011 Barbara Grace Award. As the City Attorney for Gig Harbor, I have had the opportunity and pleasure of working with Jennifer on a wide variety of planning issues, from code amendment and interpretation to processing of development applications. I have regularly observed high quality work product from Jennifer. She has a clear writing style, a solid background in planning issues, and she properly applies the City's land use regulations to the applications and issues before her. No doubt her quality work product makes the City Attorney's job easier.

I have also observed Jennifer present many matters before the City Council. Her presentations are logical, analytical and easily understandable not just by the councilmembers, but to the citizens in the audience as well. Her thorough knowledge of the City's land use regulations makes for quick answers to on-the-spot questions. (She can tell you just about every permitted use in every zoning district without cracking open the code.) No doubt her knowledge makes the City Council's job easier.

Another quality of Jennifer that cannot be emphasized highly enough is her ability to problem-solve. So often we see land use regulations in black and white--and often they are--but when an applicant proposes something that may not squarely fit within the code, Jennifer doesn't hesitate to offer helpful solutions and options that help bring development proposals within the parameters of the code. Taking this extra step exemplifies the dedication she has to the profession and no doubt this makes a developer's job easier.

Established 1902

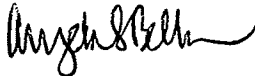
A Member of the International Lawyers Network with independent member law firms worldwide

Jill Sterrett, FAICP
September 27, 2011
Page 2

Jennifer's genuine willingness and desire to help others isn't something that can be learned; Jennifer is an honest, intelligent, hard-working, genuine, good person. Jennifer is a huge asset to the development community, the planning community and to those who live and work near the various types of developments that come before Jennifer. Jennifer's professionalism helps make Gig Harbor the desirable community it is. I hope this letter makes your job easier as well: please select Jennifer Kester for the Barbara Grace award. I cannot think of a more deserving candidate.

Very truly yours,

OGDEN MURPHY WALLACE, PLLC



Angela S. Belbeck



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance – Civil Penalties for Land Use Enforcement

Proposed Council Action: Adopt ordinance at second reading.

Dept. Origin: Planning

Prepared by: Tom Dolan
Planning Director

For Agenda of: November 14, 2011

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

CCH 10/31/11
PK
by e-mail
DP
ID 10/26/11

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

INFORMATION / BACKGROUND

The current process for zoning enforcement of land use violations is difficult to administer and costly for the City. The Planning Director can, under the current regulations issue a "Notice of Violation" to parties that violate a provision of the land use codes. If the violation is not resolved by the Notice of Violation, a civil penalty of \$50.00 per day may be imposed by a civil action brought in the name of the City. The Planning Director and the City Attorney work together to take "appropriate action to collect the penalty". This process is time consuming and costly.

The draft ordinance before you allows the Planning Director to issue a Notice of Violation and if the violation is not resolved within the specified period of time the Director may also issue a Civil Penalty. Civil Penalties are \$100.00 per day. The ordinance has provisions for appealing both the Notice of Violation and the Civil Penalty. The appeal would be heard by the Hearing Examiner and the City has the burden of proof to show through a preponderance of the evidence that a violation does exist. Civil Penalties that are not paid within 30 days are subject to collection by a city approved collection agency. If the Civil Penalty process is unsuccessful in gaining compliance or not appropriate because of time or nature of the violation, the City may also use an abatement process, criminal penalties or other forms of judicial relief.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official determined that this ordinance was exempt.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee of the Council discussed the Civil Penalty ordinance at their August and September meetings and are recommending adoption.

RECOMMENDATION / MOTION

Move to: Staff recommends that Council approve the ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE ADOPTION OF A CIVIL PANALTIES PROCESS FOR VIOLATIONS RELATED TO ALL LAND USE CODES (TITLES 16, 17 AND 18) AS WELL AS CONDITIONS IMPOSED ON LAND USE PERMITS GRANTED BY THE CITY ; ADDING CHAPTER 19.16, AMENDING SECTIONS 16.09.002, 17.07.004, 17.07.006, 18.08.220 AND REPEALING SECTIONS 17.07.008, 17.07.010, 17.07.012, 17.07.014, 17.07.016, 17.07.018, 17.07.020 17.07.022 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the enforcement process for land use regulatory violations are inefficient due to the existing codified processes; and

WHEREAS, the City desires to implement a civil penalty process of enforcement for land use violations; and

WHEREAS, a civil penalty process is utilized by several cities and counties within the State of Washington; and

WHEREAS, jurisdictions that utilize a civil penalty process for land use violations have found that the process is easier to administer; and

WHEREAS it is anticipated that utilizing a civil penalties process will result in increased compliance with land use codes; and

WHEREAS, the City's SEPA Responsible Official found that this Ordinance is Categorically Exempt from SEPA; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on October 24, 2011; and

WHEREAS, on _____, 2011, 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. A new Chapter 19.16 is hereby added to the Gig Harbor Municipal Code which shall read as follows:

Chapter 19.16 GHMC
Enforcement of Land Use Codes.

19.16.010 Purpose.

To ensure that the provisions of the Gig Harbor Municipal Code ("Code") related to all Land Use Codes (Titles 16, 17 & 18 GHMC), including but not limited to conditions imposed on land use permits granted by the City, are administered, enforced, and upheld to protect the health, safety and welfare of the general public.

19.16.020 Applicability.

This Chapter establishes a civil method, where permitted under the law, to enforce violations of the Chapters and Titles of the Code referenced in GHMC 19.16.010, provided an alternate civil method, other than abatement, is not specifically set forth in the Code. Where the alternate civil method is abatement, both methods may apply.

A. The City Administrator and/or his/her authorized representative (the "Administrator"), shall have the authority to enforce the Land Use Codes of the City of Gig Harbor.

B. The Code shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

C. It is the intent of this Chapter to place the obligation of complying with its requirements upon the owner, lessee, occupier, or other person responsible for the condition of the land and buildings within the scope of this Chapter.

D. No provision of, or term used in this Chapter is intended to impose upon the City, or any of its officers or employees, any duty that would subject them to damages in a civil action.

19.16.030 Violation Review Criteria.

Each violation requires a review of all relevant facts in order to determine the appropriate enforcement sequence and response. When enforcing the provisions of this Chapter, the Administrator may, as practical and possible, seek to resolve violations without resorting to formal enforcement measures. When formal enforcement measures are necessary, the Administrator may seek to resolve violations administratively prior to imposing civil penalties or seeking other remedies. The Administrator may seek to gain compliance via civil penalties prior to pursuing abatement or criminal penalties. Nothing herein shall be interpreted to require the Administrator to follow a specific sequence or order of enforcement in circumstances when swifter response by the City may be reasonable or necessary. In addition, the Administrator may consider a variety of factors when determining the appropriate enforcement sequence and response, including but not limited to:

A. Severity, duration, and impact of the violation(s), including whether the violation has a probability of placing a person or persons in danger of death or bodily harm, causing significant environmental harm, or causing significant physical damage to the property of another;

- B. Compliance history, including any identical or similar violations or notice of violation at the same site or on a different site but caused by the same party;
- C. Economic benefit gained by the violation(s);
- D. Intent or negligence demonstrated by the person(s) responsible for the violation(s);
- E. Responsiveness in correcting the violation(s); and
- F. Other circumstances, including any mitigating factors.

19.16.040 Stop Work Order

A. The Administrator shall have the authority to issue a Stop Work Order whenever any activity, work or development is being done in violation of any of the Land Use Codes, or without a permit, review or authorization required by the Land Use Codes, or contrary to any permit, required review, or authorization that may result in violation of the Land Use Codes. The Stop Work Order shall be posted on the site of the violation containing the following information:

1. The street address or a description of the building, structure, premises, or land where the violation has occurred, in terms reasonably sufficient to identify its location;
2. A description of the potential violation and a reference to the provisions of the Code that may have been violated;
3. A description of the action required to remedy the potential violation, including but not limited to corrections, repairs, demolition, removal, restoration, time period to comply, after which a Notice of Violation may be issued, or any other appropriate action as determined by the Administrator;
4. The appropriate department and/or division investigating the case and the contact person.

B. With the exception of emergency work determined by the Administrator to be necessary to prevent immediate threats to the public health, safety and welfare or stabilize a site or prevent further property or environmental damage, it is unlawful for any work to be done after the posting or service of a Stop Work Order until authorization to proceed is provided by the Administrator.

C. Proof of posting shall be made by a written declaration under penalty of perjury executed by the person effecting the posting, declaring the time and date of posting, and the manner by which the posting was made.

19.16.050 Voluntary Compliance.

The Administrator may pursue a reasonable attempt to secure voluntary compliance by contacting the owner or other person responsible for any violation of this Code, explaining the violation and requesting compliance. This contact may be in person or in writing or both.

19.16.060 Investigation and Notice of Violation.

A. If the Administrator has a reasonable belief based on evidence that a violation of any of the Land Use Codes exists, and the Stop Work Order and/or voluntary compliance measures outlined above either have already been sought and have been unsuccessful, or are determined not to be appropriate for the circumstances, the Administrator may issue a Notice of Violation containing the following to the owner, or if

different and readily identifiable, to the lessee, the person in control of the property where the violation has occurred, or the person committing the violation:

1. The street address or a description of the building, structure, premises, or land where the violation has occurred, in terms reasonably sufficient to identify its location;

2. A description of the violation and a reference to the provisions of the Code that have been violated;

3. A description of the action required to remedy the violation, which may include corrections, repairs, demolition, removal, restoration, submittal of a work plan or any other appropriate action as determined by the Administrator;

4. A statement that the required action must be taken or work plan submitted within the time period provided as set forth in the Notice of Violation, after which the City may impose monetary civil penalties and/or abate the violation in accordance with the applicable provisions of this Code;

5. The appropriate department and/or division investigating the case and the contact person.

6. A statement that the person to whom a Notice of Violation is directed may appeal the Notice of Violation to the Hearing Examiner, or his or her designee, including the deadline for filing such an appeal. Request for appeal must comply with requirements set forth in GHMC 19.16.080 and must be received by the City Clerk's Office, no later than 10 days after the Notice of Violation has been served;

7. A statement that if the person to whom the Notice of Violation is issued fails to submit a written request for appeal within 10 working days of service or fails to abate the violation within the time period provided as set forth in the Notice of Violation, the City may assess monetary penalties, as outlined in the Civil Penalty section below, against the owner, and if different and readily identifiable, against the lessee, the person in control of the property where the violation has occurred, and the person committing the violation.

B. Time to comply. When calculating a reasonable time for compliance, the enforcement officer shall consider the following criteria:

1. The type and degree of violation cited in the notice;

2. The stated intent, if any, of a responsible party to take steps to comply;

3. The procedural requirements for obtaining a permit to carry out corrective action;

4. The complexity of the corrective action, including seasonal considerations; and

5. Any other circumstances beyond the control of the responsible party.

C. The Notice of Violation shall be served by any one or any combination of the following methods:

1. By first-class mail to the last known address of the owner, or if different and readily identifiable, the lessee, the person in control of the property where the violation has occurred, or the person committing the violation as applicable; or

2. By personal service upon the owner, or if different and readily identifiable, upon the lessee, the person in control of the property where the violation has occurred, or the person committing the violation as applicable.

3. The Administrator may choose to post notice on the property. However, notice by first class mail or personal service shall also be provided.

D. The Administrator may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter any building or premises subject to the consent or warrant to perform the duties imposed by this Chapter.

E. If the violation has been properly corrected by the deadline imposed by the Administrator, the case will be closed. If it has not, then Civil Penalties, Abatement, or Criminal Penalties may be imposed against the person(s) named in the Notice of Violation as the party(ies) in violation, at the reasonable discretion of the Administrator, in accordance with the provisions of this Chapter.

19.16.070 Civil Penalty

A. Any person who fails to remedy a violation or take the corrective action described by the Administrator in a Notice of Violation within the time period provided may be subject to monetary civil penalties. The Civil Penalty will be either:

1. Prepared and sent by first-class mail to the last known address(es) of the person(s) named in the Notice of Violation as the party(ies) in violation; or
2. Personally served upon the person(s) named in the Notice of Violation as the party(ies) in violation; or
3. The Administrator may choose to post notice on the property. However, notice by first class mail or personal service shall also be provided.

B. The Civil Penalty shall contain the following:

1. A statement indicating that the party(ies) in violation is being issued civil penalties for failing to properly or timely implement the corrective actions outlined by the City in the Notice of Violation, and that additional civil penalties may be issued until corrective actions are properly and timely implemented and the violation abated;
2. The address of the site and specific details of the violation which is to be corrected;
3. The appropriate department and/or division investigating the case and the contact person;
4. The number of days in violation since service of the Notice of Violation (in case of first Civil Penalty) or the most recently issued civil penalty on the same violation (in case of second or subsequent Civil Penalty) and amount of monetary penalty being assessed as a result;
5. A statement that the person(s) to whom the Civil Penalty is issued may appeal it to the Hearing Examiner, or his or her designee, including the deadline for filing such an appeal. Request for appeal must comply with requirements set forth in GHMC 19.16.080 and must be received by the City Clerk's Office, no later than 10 working days after the Civil Penalty has been served;
6. A statement that if the person to whom the Civil Penalty is issued fails to submit a written request for appeal within 10 working days of service or fails to abate the violation, the City may continue to assess monetary penalties, against the owner, or if different and readily identifiable, against the lessee, the person in control of the property where the violation has occurred, or the person committing the violation.

C. The monetary civil penalties for violations of this Code shall be as follows, unless a different amount/penalty is specifically provided elsewhere in the Code for the violation:

The amount of civil penalty per each violation for each day in violation shall be \$100. At the time a Civil Penalty is issued, calculation of the amount assessed shall be based on no more than the number of past days during which the violation remained uncorrected since the service of the Notice of Violation (in case of first civil penalty) or the most recently issued Civil Penalty on the same violation (in case of second or subsequent civil penalty);

D. Daily penalties will continue to accumulate until the violation is corrected, but the accumulated amount, or part thereof, may only be assessed to party(ies) in violation by issuing and serving a Civil Penalty.

E. Any person to whom a Civil Penalty is issued and served may appeal it to the hearing examiner; PROVIDED, that any issue whatsoever, including but not limited to nature of violation, amount of penalty, corrective measures, abatement or payment made, that was previously appealed or could have been appealed earlier with the Notice of Violation or previously issued Civil Penalty on the same violation, but either was not properly/timely appealed or was sustained by the Hearing Examiner, shall not be subject to another appeal.

19.16.080 Notice of Violation and Civil Penalty Appeals

A. A person to whom a Notice of Violation or Civil Penalty is issued and served may appeal the Notice of Violation or Civil Penalty by filing a written request for appeal with the City Clerk no later than 10 working days after said Notice of Violation or Civil Penalty is served. Each request for appeal shall contain the address and telephone number of the person making the request and the name and address of any person who may represent him or her. Each request for appeal shall set out the basis for the appeal. Failure to submit specific grounds for appeal in writing in the request may result in the dismissal of the appeal by the Hearing Examiner prior to any hearing.

B. If an appeal is submitted, the Hearing Examiner, or his or her designee, will conduct a hearing at the next available hearing date for the Hearing Examiner after the City issues a Notice of Hearing. For good cause, the Hearing Examiner may, at his or her discretion, change a previously set hearing date.

C. If an appeal is submitted, the City shall mail a Hearing Notice giving the time, location, and date of the hearing, by first-class mail to person(s) to whom the Notice of Violation or Civil Penalty was directed and any other parties identified in the appeal request.

D. The Hearing Examiner, or his or her designee, shall conduct a hearing on the violation or penalty. The Administrator, as well as the person(s) to whom the Notice of Violation or Civil Penalty was directed, may participate as parties in the hearing and each party may call witnesses. The City shall have the burden of proof to establish, by a preponderance of the evidence, that the violation has occurred and that the required corrective action is reasonable, or that the Civil Penalty was appropriately assessed for noncompliance with this Code.

E. The Hearing Examiner shall determine whether the City has established, by a preponderance of the evidence, that the violation has occurred and that the required

corrective action is reasonable, or that the Civil Penalty was appropriately assessed and reasonable, and based on that determination shall issue a Final Order that affirms, modifies, or vacates the Notice of Violation or Civil Penalty being appealed. The City's Hearing Examiner rules shall apply. The Hearing Examiner's Final Order shall contain the following information:

1. The decision regarding the alleged violation including findings of facts and conclusion of law based thereon;

2. If applicable, a statement that the required corrective actions imposed by the City are affirmed, modified, or waived;

3. If applicable, any additional conditions imposed by the Hearing Examiner regarding the violation and any corrective action, and the date and time by which the additional condition and/or correction must be met and/or completed; and

4. If applicable, a statement that any associated civil penalties are affirmed, modified, or waived.

F. If the appellant and/or any person(s) to whom the appealed Notice of Violation or Civil Penalty was directed fails to appear at the scheduled hearing, the Hearing Examiner shall proceed with the hearing and issue a Final Order based on the evidence submitted by the party(ies) in attendance.

G. The Final Order shall be served in person or by First Class mail on the appellant and any person(s) to whom the appealed Notice of Violation or Civil Penalty was directed.

H. A Final Order of the Hearing Examiner shall be considered the final administrative decision and may be appealed to a court of competent jurisdiction within 21 calendar days of its issuance, or if applicable, as provided in RCW 36.70C.040.

19.16.085 Collection of Civil Penalty

A. The Civil Penalty constitutes an obligation of the person, firm, or corporation to whom the Civil Penalty is directed. Civil Penalty assessed must be paid to the City within 30 calendar days from the date of service of the Civil Penalty or, if an appeal is filed, the time required in Hearing Examiner's Final Order (30 days after issuance of Order if no time requirement is specified). Civil Penalty may also jointly and severally be assessed against the property where the violation occurred when permitted by law.

B. Civil Penalty that is not paid within 30 days may be referred to a collection agency, officially approved by the City of Gig Harbor, for collection.

19.16.090 Abatement

A. In the event that compliance is not achieved through the measures outlined above in GHMC 19.16.040 through 19.16.080, or that said measures are not, at the reasonable discretion of the Administrator, appropriate to remedy the violation, the City may declare the violation a public nuisance, and remove or correct the same through any lawful means of abatement that is determined to be proper by the City Attorney.

B. Using any lawful means, the City may enter unsecured property and may remove or correct a violation which is subject to abatement with the consent of the owner and person in control of the premises. If the owner and person in control of the premises does not consent to entry, the City may seek such judicial process in Pierce County

Superior Court as it deems necessary to effect the removal or correction of such condition.

19.16.100 Criminal Penalty.

In certain instances, where the aforementioned enforcement and penalty provisions outlined in this Chapter do not result in compliance or are not appropriate for achieving compliance, the Administrator may refer the matter to the Police Department for criminal investigation and prosecution. Unless a different criminal penalty is provided specifically for the violation, violations of Chapters and Titles of Code referenced in GHMC 19.16.010 shall constitute a Gross Misdemeanor as set forth in GHMC 1.16.010. Upon conviction and pursuant to a prosecution motion, the court shall also order immediate action to correct the condition constituting the violation and to maintain the corrected condition in compliance with this Code.

19.16.110 Additional Relief.

Nothing in this chapter shall preclude the City from seeking any other relief, as authorized in other provisions of this Code, or by state or federal law or regulation. Enforcement of this Chapter is supplemental to all other laws adopted by the City.

Section 2. Section 16.09.002 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

16.09.002 Violations.

Violations of this title shall be enforced as set forth in Chapter ~~47.07~~ 19.16 GHMC, Enforcement of Land Use Codes.

Section 3. Section 17.07.004 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.07.004 Duty to enforce.

A. It shall be the duty of the ~~planning director~~ Administrator to enforce this chapter. The ~~planning director~~ Administrator may call upon the police, fire, building, public works or other appropriate city departments to assist in enforcement. As used in this chapter, "~~planning director~~ Administrator" shall also mean his or her duly authorized representative.

B. Upon presentation of proper credentials, the ~~planning director~~ Administrator may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter at reasonable times any building or premises subject to the consent or warrant, in order to perform the duties imposed by GHMC Titles 17 and/or 16.

C. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

D. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of GHMC Titles 17 and/or 16.

E. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

Section 4. Section 17.07.006 in the Enforcement chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.07.006 Investigation and notice of violation.

A. Investigation. The ~~planning director~~ Administrator shall investigate any structure or use which the ~~planning director~~ Administrator reasonably believes does not comply with the standards and requirements of GHMC Titles 17 and/or 16. If the Administrator determines that a violation has occurred, the Administrator shall use the enforcement process found in Chapter 19.16 of the Gig Harbor Municipal Code.

B. Notice of Violation. ~~If after investigation the planning director determines that the standards or requirements of GHMC Titles 17 and/or 16 have been violated, the planning director shall serve a notice of violation upon the owner, tenant or other person responsible for the condition. The notice of violation shall contain the following information:~~

- ~~1. A separate statement of each standard, code provision or requirement violated;~~
- ~~2. What corrective action, if any, is necessary to comply with the standards, code provision or requirements;~~
- ~~3. A reasonable time for compliance;~~
- ~~4. A statement that (for zoning code violations), if the violation is not already subject to criminal prosecution, any subsequent violations may result in criminal prosecution as provided in GHMC 17.07.18.~~

C. Service. ~~The notice shall be served on the owner, tenant or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the planning director makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:~~

- ~~1. Publishing the notice once each week for two consecutive weeks in the city's official newspaper; and~~
- ~~2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address if known, or if unknown, to the address of the property involved in the proceedings.~~

D. Posting. ~~A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.~~

~~E. Other Actions May Be Taken. Nothing in this chapter shall be deemed to limit or preclude any action or proceeding pursuant to GHMC 17.07.010, 17.07.012, 17.07.016, 17.07.018, 17.07.020 or 17.07.022.~~

~~F. Optional Notice to Others. The planning director may mail, or cause to be delivered to all residential and/or nonresidential rental units in the structure or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.~~

~~G. Amendment. A notice or order may be amended at any time in order to:~~

- ~~1. Correct clerical errors; or~~
- ~~2. Cite additional authority for a stated violation.~~

Section 5. Section 17.07.008 in the Enforcement chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Section 17.07.010 in the Enforcement chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 7. Section 17.07.012 in the Enforcement chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 8. Section 17.07.014 in the Enforcement chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 9. Section 17.07.016 in the Enforcement chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 10. Section 17.07.018 in the Enforcement chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 11. Section 17.07.020 in the Enforcement chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 12. Section 17.07.022 in the Enforcement chapter of the Gig Harbor Municipal Code is hereby repealed.

Section 13. Section 18.08.220 in the Critical Areas chapter of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.08.220 Penalties and Enforcement.

The Administrator shall investigate any potential violation the Administrator reasonably believes has occurred involving critical areas governed by this chapter. If the Administrator determines that a violation has occurred, the Administrator shall use the enforcement process found in Chapter 19.16 of the Gig Harbor Municipal Code.

~~The community development director shall have authority to enforce this chapter, any rule or regulation adopted, and any permit, order or approval issued pursuant to this chapter, against any violation or threatened violation thereof. The community development director is authorized to issue violation notices and administrative orders, levy fines and/or institute legal actions in court. Recourse to any single remedy shall not preclude recourse to any of the other remedies. Each violation of this chapter, or any rule or regulation adopted, or any permit, permit condition, approval or order issued pursuant to this chapter shall be a separate offense, and, in the case of a continuing violation, each day's continuance shall be deemed to be a separate and distinct offense. All costs, fees and expenses in connection with enforcement actions may be recovered as damages against the violator.~~

~~B. The community development director may serve upon a person a cease and desist order if any activity being undertaken in a designated critical area or its buffer is in violation of this chapter. Whenever any person violates this chapter or any approval issued to implement this chapter, the community development director may issue an order reasonably appropriate to cease such violation and to mitigate any environmental damage resulting therefrom.~~

~~C. Any person who undertakes any activity within a designated critical area or within a required buffer without first obtaining an approval required by this chapter, except as specifically exempted, or any person who violates one or more conditions of any approval required by this chapter or of any cease and desist order issued pursuant to this chapter shall incur a civil penalty as provided for in Chapter 17.07 GHMC.~~

~~D. The city's enforcement of this chapter shall proceed according to Chapter 17.07 GHMC.~~

Section 14. 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 15. 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 _____, 2011.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



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

Subject: Public Hearing on Adopted Interim Ordinance FEMA Option #3 – Permit by Permit Demonstration of Compliance under the Endangered Species Act

Dept. Origin: Planning
Prepared by: Tom Dolan, Planning Director

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.

For Agenda of: November 14, 2011
Exhibits: Adopted Interim Ordinance

	Initial & Date
Concurred by Mayor:	<u>CLH 11/8/11</u>
Approved by City Administrator:	<u>ROK</u>
Approved as to form by City Atty:	<u>by e-mail</u>
Approved by Finance Director:	
Approved by Department Head:	<u>TD 11/8/11</u>

Expenditure Required	n/a	Amount Budgeted	n/a	Appropriation Required	n/a
-----------------------------	-----	------------------------	-----	-------------------------------	-----

INFORMATION/BACKGROUND

In *National Wildlife Federation and Public Employees for Environmental Responsibility v. FEMA, et al.*, 345 F. Supp. 2d 1151 (2004), the U.S. District Court for the Western District of Washington ruled that FEMA must undergo formal consultation under Section 7 of the Endangered Species Act ("ESA") because the implementation of the National Flood Insurance Program ("NFIP") may affect listed species found in the Puget Sound Region. As a result of the consultation, National Marine Fisheries Service ("NMFS") issued a Biological Opinion on September 22, 2008, documenting the adverse effects of FEMA's NFIP on listed species found in the Puget Sound Region, which includes Puget Sound Chinook Salmon, Puget Sound Steelhead and Southern Resident Killer Whales. The Biological Opinion can be viewed at:
https://pcts.nmfs.noaa.gov/pls/pcts-pub/pcts_upload.summary_list_biop?p_id=29082.

The Biological Opinion has generated numerous questions in implementing its requirements, and staff has attended workshops heavily attended by many of the 122 jurisdictions affected in the State of Washington. Staff in FEMA's Mitigation Division are still working on a guidance to jurisdictions to assist with Option 3 implementation.

In order to maintain eligibility in the NFIP, participants must demonstrate compliance with the Biological Opinion by choosing one of three options provided by FEMA: Option 1 - adopt the FEMA-developed ESA compliant model ordinance; Option 2 - meet FEMA checklist for ESA compliance with current regulations; or Option 3 - permit by permit demonstration of ESA compliance. The model ordinance under Option 1 is drafted for communities with rivers and does not work with the City's developed shoreline. As for Option 2, to date only the City of Everett and

Skagit County have completed the Option 2 process. The City is currently undergoing review by FEMA for Option 2 but that option will not become effective until the City completes the update of its Shoreline Master Program in 2012. If a jurisdiction does not implement Options 1 or 2, the default is to Option 3. This requires the City to maintain documentation from the applicant obtained from a habitat assessment or Section 7 consultation with NMFS, that demonstrates compliance with the ESA. On September 26, 2011, the City Council with a majority plus one vote of the whole Council passed Ordinance No. 1223 establishing interim regulations that will implement Option 3 for the next 6 months, at which time we may need to extend the effective date with a work plan with better knowledge on the timing of adoption of the Shoreline Master Program and the City's ability to shift to Option 2, eliminating the need for these interim regulations.

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 No. 1223 set a public hearing date of November 14, 2011 to take additional testimony.

After the hearing, the council has the option of adopting additional findings justifying the interim amendments if desired.

FISCAL CONSIDERATION

No changes to permit application fees are proposed at this time. If it is determined that the additional review process entails more staff time than anticipated, staff will propose an adjustment to the City's fee schedule.

BOARD OR COMMITTEE RECOMMENDATION

None.

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. 1223

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING INTERIM DEVELOPMENT REGULATIONS RELATING TO DEVELOPMENT IN SPECIAL FLOOD HAZARD AREAS AND WITHIN 200 FEET LANDWARD OF SPECIAL FLOOD HAZARD AREAS; MAKING FINDINGS OF FACT; REQUIRING A HABITAT ASSESSMENT OR LETTER FROM NMFS OR FEMA ESTABLISHING COMPLIANCE WITH THE ENDANGERED SPECIES ACT; SETTING A PUBLIC HEARING FOR NOVEMBER 14, 2011, IN ORDER TO TAKE PUBLIC TESTIMONY REGARDING THE INTERIM DEVELOPMENT REGULATIONS; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, in *National Wildlife Federation and Public Employees for Environmental Responsibility v. Federal Emergency Management Agency, et al.*, 345 F. Supp. 2d 1151 (2004), the United States District Court for the Western District of Washington ruled that the Federal Emergency Management Agency ("FEMA") must undergo formal consultation under Section 7 of the Endangered Species Act ("ESA") because the implementation of the National Flood Insurance Program ("NFIP") may affect listed species found in the Puget Sound Region; and

WHEREAS, the as a result of the consultation, National Marine Fisheries Service ("NMFS") issued a Biological Opinion on September 22, 2008, that documented the adverse effects of FEMA's NFIP on listed species found in the Puget Sound Region, which includes Puget Sound Chinook Salmon, Puget Sound Steelhead and Southern Resident Killer Whales; and

WHEREAS, cities that participate in the NFIP must demonstrate compliance with the Biological Opinion by choosing one of three options provided by FEMA: Option #1 - adopt the FEMA-developed ESA compliant model ordinance; Option #2 - meet FEMA checklist for ESA compliance with current regulations; or Option #3 - permit by permit demonstration of ESA compliance; and

WHEREAS, the City is currently undergoing review by FEMA for Option #2 but that option cannot become effective until the City completes the update of its Shoreline Master Program; and

WHEREAS, until the requirements for Option #2 are met, the City believes that Option #3 best meets the needs of the environment and community. This requires the City to maintain documentation from the applicant obtained from a habitat assessment or Section 7 consultation with NMFS, that demonstrates compliance with the ESA. This documentation is to be maintained by the City with the applicable permit file and available for FEMA review upon request; and

WHEREAS, because the federal requirement took effect September 22, 2011, the Gig Harbor City Council has therefore determined that an emergency exists which necessitates that this ordinance be enacted as an interim development regulation on an emergency basis in order

to preserve the public health, safety, and welfare and to avoid vesting of development applications that are contrary to the provisions of this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The recitals set forth above are hereby adopted as the Gig Harbor City Council's findings in support of the interim development regulations imposed by this ordinance. The Gig Harbor City Council may, in its discretion, adopt additional findings after conclusion of the public hearing referenced in Section 3 below.

Section 2. Interim Development Regulations.

A. Definitions.

1. "Biological Opinion" means that certain opinion issued by the National Marine Fisheries Service on September 22, 2008, recommending changes to the implementation of the National Flood Insurance Program in order to meet the requirements of the Endangered Species Act in the Puget Sound watershed.

2. "Biologist, qualified" means a person who possesses a bachelor's degree from an accredited college in biology, a branch of biology, limnology, biometrics, oceanography, forestry or natural resource management, with experience preparing reports for the relevant type of habitat.

3. "Endangered Species Act" or "ESA" means 16 U.S.C. 1531 *et seq.*, as amended.

4. "Habitat Assessment report" means a report prepared by a qualified biologist that assesses the proposed development and identifies potential impacts, required mitigation, and whether or not the development adversely affects water quality, water quantity, flood volumes, flood velocities, spawning substrate and/or floodplain refugia for listed salmonids under the requirements of the Endangered Species Act.

5. "Likely to Adversely Affect" or "LAA" means the effects of the development will result in short- or long-term adverse effects on listed species or designated habitat area.

6. "May Affect, Not Likely to Adversely Affect" or "NLAA" means the effects to the listed species or designated critical habitat are insignificant and/or discountable.

7. "No Effect" or "NE" means the development has no effect whatsoever to the listed species or designated critical habitat.

8. "Riparian Buffer Zone" includes all parcels located within 200 feet landward from the +9 elevation (NGVD 1929 datum).

9. "Special Flood Hazard Area" or "Area of Special Flood Hazard" has the same meaning as set forth in GHMC 18.10.040(C) and as determined under GHMC 18.10.050(B).

B. Habitat Assessment Required. In addition to the requirements set forth in chapter 18.10 GHMC, if applicable, and other applicable development regulations in the Gig Harbor Municipal Code, no development permits may be issued on any parcel partially or fully within the Special Flood Hazard Area or Riparian Buffer Zone unless the Planning Director or designee, after review of a Habitat Assessment report provided by applicant, has determined the development meets the standards of NE or NLAA, or the applicant submits a letter from the National Marine Fisheries Service ("NMFS") or the Federal Emergency Management Agency ("FEMA") stating that the development complies with the requirements under the Biological Opinion and the ESA.

C. Process. The Planning Director or designee shall review the Habitat Assessment Report to determine whether the development meets the standard of NE, NLAA or LAA. If the Planning Director or designee determines that the development is LAA, then the City may not issue the development permit unless the development is redesigned to a point where the assessment is NLAA or NE. If a development cannot be redesigned to meet the standard of NLAA or NE, the development may only be permitted if the applicant submits a letter from NMFS or FEMA demonstrating concurrence through a consultation under Section 7 or 4(d) of the ESA or issuance of an incidental take permit under Section 10 of the ESA. The Habitat Assessment and/or concurrence letter from NMFS or FEMA shall be retained in the permit file.

D. Exemptions. The following development is exempt from the requirements set forth in Section B above:

1. Repair or remodel of an existing building in its existing footprint, including buildings damaged by fire or other casualties;
2. Removal of noxious weeds;
3. Replacement of non-native vegetation with native vegetation;
4. Lawn and garden maintenance;
5. Removal of hazard trees;
6. Normal maintenance of public utilities and facilities; and
7. Restoration or enhancement of floodplains, riparian areas and streams that meet federal and state standards.

Section 3. Public Hearing. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council hereby sets a public hearing for November 14, 2011 at 5:30 p.m. or as soon thereafter as the matter may be heard in order to take public testimony on the amendments adopted by this ordinance. The City Council may, in its discretion, adopt additional findings justifying the interim development regulations 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 Interim Regulations. The interim development regulations adopted by this ordinance shall remain in effect through March 25, 2012, and shall automatically expire unless the same are extended as provided in RCW 36.70A.390 and

RCW 35A.63.220 prior to expiration, or unless the same are repealed or superseded by permanent regulations prior to expiration.

Section 7. Declaration of Emergency. The Gig Harbor City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare.

Section 8. Publication. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

Section 9. Effective Date. This ordinance shall take effect immediately upon passage by a majority vote plus one of the entire membership of the Council, as required by RCW 35A.12.130.

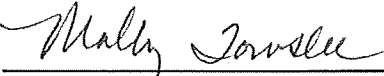
PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 26th day of September, 2011.

CITY OF GIG HARBOR




Mayor Pro Tem Jim Franich

ATTEST/AUTHENTICATED:



Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney



Angela S. Belbeck

FILED WITH THE CITY CLERK: 09/23/11
PASSED BY THE CITY COUNCIL: 09/26/11
PUBLISHED: 10/05/11
EFFECTIVE DATE: 09/26/11
ORDINANCE NO: 1223



Business of the City Council
City of Gig Harbor, WA

Subject: First reading - 2012 budget ordinance

Proposed Council Action: Adopt ordinance after a second reading

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 14, 2011

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

cut 11/10/11
RJK
by e-mail
DR 11.9.11

Expenditure Required	\$55,629,547	Amount Budgeted	0	Appropriation Required	\$55,629,547
----------------------	--------------	-----------------	---	------------------------	--------------

INFORMATION / BACKGROUND

The total city budget, which includes all funds, is \$55,629,547. Total budgeted revenues for 2012 are \$29.2 million, budgeted beginning fund balances total \$16.1 million and interfund transfers are \$10.4 million. Total budgeted expenditures for 2012 are \$35.9 million, interfund transfers are \$10.4 million and budgeted ending fund balances total \$9.5 million.

The General Fund accounts for 23 percent of total expenditures, while Special Revenue (Street, Street Capital, Drug Investigation (state and federal), Hotel - Motel, Public Art Capital Projects, Park Development, Civic Center Debt Reserve, Strategic Reserve, Equipment Replacement Reserve, General Government Capital Development, General Government Capital Improvement, Impact Fee Trust, Hospital Benefit Zone Revenue and Lighthouse Maintenance) and Enterprise Funds (Water, Sewer and Storm) are 39 percent and 35 percent of total expenditures. General government debt service funds are three percent of 2012 budgeted expenditures.

FISCAL CONSIDERATION

Total budgeted uses and resources for 2012 are \$55,629,547. This is a \$15,156,454 increase from the 2011 budget.

The increase is largely explained by increases in capital outlays (\$8.7 million), interfund transfers (\$4.7 million) and professional services (\$2.4 million) over 2011.

The 2012 budget proposes the following staffing changes:

- Increase the Information Systems Assistant from a 0.55 FTE to 0.75FTE (7.5 hours per week)
- Continue employment of a full-time, temporary Building Inspector for 2012
- Increase the Senior Engineer from a 0.55 FTE to 1.0 FTE for 2012
- Hire a temporary (contract) Senior Project Engineer and a 0.55 FTE administrative support position
- Hire three temporary summer workers

Changes from the 2012 Preliminary are:

- With Pierce County Proposition 1 passing, the Police Department will not need to purchase radios; therefore the budget is reduced by \$140,000.
- A \$648,000 transfer originally directly from Civic Center Debt Reserve fund to Park Development fund, was re-routed through the Strategic Reserve Fund in order to place repayment expectations on the transfer.
- The project listed in the Public Art Capital Projects fund listed at \$69,000 was reduced to \$44,000.

RECOMMENDATION / MOTION

Move to: Adopt ordinance after a second reading.

CITY OF GIG HARBOR
ORDINANCE NO.

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF
GIG HARBOR, WASHINGTON, FOR THE 2012 FISCAL YEAR.**

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2012 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 14 and November 28, 2011 at 5:30 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2012 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the City Council did meet at the established time and place and did consider the matter of the 2012 proposed budget; and

WHEREAS, major tax revenues have declined in recent years, while unit costs and the need for capital projects have gone up; and

WHEREAS, the 2012 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2012 and being sufficient to meet the various needs of Gig Harbor during 2012;

NOW, THEREFORE, the City Council of the City of Gig Harbor **DO ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2012 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2012 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2012 as set forth in the following:

2012 BUDGET APPROPRIATIONS

FUND / DEPARTMENT		AMOUNT
001	GENERAL GOVERNMENT	
01	Non-Departmental	\$4,375,956
02	Legislative	29,950
03	Municipal Court	352,900
04	Administrative / Financial / Legal	1,459,150
06	Police	2,863,560
14,15,16	Planning / Building / Public Works/Parks/Buildings	2,328,720
19	Ending Fund Balance	1,402,993
TOTAL GENERAL FUND - 001		\$12,813,229
101	STREET OPERATING	3,368,923
102	STREET CAPITAL	5,464,803
105	DRUG INVESTIGATION STATE	10,245
106	DRUG INVESTIGATION FEDERAL	32,430
107	HOTEL / MOTEL FUND	366,205
108	PUBLIC ART CAPITAL PROJECTS	136,192
109	PARK DEVELOPMENT FUND	3,037,881
110	CIVIC CENTER DEBT RESERVE	3,633,634
111	STRATEGIC RESERVE	1,008,504
112	EQUIPMENT REPLACEMENT RESERVE	100,190
208	LTGO BOND REDEMPTION	1,414,641
209	2000 NOTE REDEMPTION	39,270
210	LID 99-1 GUARANTY	97,204
211	UTGO BOND REDEMPTION	413,522
301	CAPITAL DEVELOPMENT FUND	378,564
305	GENERAL GOVT. CAPITAL IMPROVEMENT	330,078
309	IMPACT TRUST FEE	706,116
310	HOSPITAL BENEFIT ZONE REVENUE	3,000,570
401	WATER OPERATING	2,040,763
402	SEWER OPERATING	4,161,349
407	UTILITY RESERVE	1,358,052
408	UTILITY BOND REDEMPTION FUND	2,022,800
410	SEWER CAPITAL CONSTRUCTION	4,416,561
411	STORM SEWER OPERATING	917,386
412	STORM SEWER CAPITAL	2,493,157
420	WATER CAPITAL ASSETS	1,865,364
605	LIGHTHOUSE MAINTENANCE TRUST	\$ 1,914
TOTAL ALL FUNDS		\$55,629,547

Section 3. Attachment "A" is adopted as the 2012 personnel salary schedule for Gig Harbor police sergeants and police officers. For all other employees, the 2011 salary schedule currently in effect is approved for 2012.

Section 4. Due to budget constraints, the city does not authorize funding for "top step" bonuses for city employees in 2012.

Section 5. The city clerk is directed to transmit a certified copy of the 2012 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___th day of November, 2011.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. BELBECK

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

Attachment A

POSITION	2012 RANGE	
	Minimum	Maximum
Police Sergeant	6,437	7,366
Police Officer	4,685	5,856



Business of the City Council
City of Gig Harbor, WA

Subject: Public hearing: General fund 2012 revenue sources

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 14, 2011

Proposed Council Action:
 No action required

Exhibits: N/A

Concurred by Mayor: CCM 11/8/11
Approved by City Administrator: DRK
Approved as to form by City Atty: na
Approved by Finance Director: DR 11.8.11

Initial & Date

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

INFORMATION / BACKGROUND

Chapter 251, Laws of 1995 (RCW 84.55.120) requires a public hearing on revenue sources for the next year's general fund budget. The hearing must include considerations of possible increases in property tax revenues.

General Fund Revenue Summary

Revenue Source	2010	2011 Estimated balances	2012 Budget
Property Taxes	\$455,336	\$1,862,138	\$2,285,574
Sales Tax	4,982,697	4,887,283	4,936,157
Other Taxes	1,504,824	1,552,213	1,567,731
Licenses and Permits	657,759	866,285	712,463
Intergovernmental Revenues	314,107	283,727	221,752
Charges for Services	199,342	162,526	168,694
Fines and Forfeits	126,367	171,916	151,000
Miscellaneous Revenues	281,328	298,034	473,046
Total Revenues	8,521,760	10,084,122	10,516,417
Beginning Fund Balance	1,077,732	1,803,676	2,436,813
Total Resources	\$9,599,492	\$11,887,798	\$12,953,230



Business of the City Council
City of Gig Harbor, WA

Subject: 2011 Regular Property Tax Levy and Excess Property Tax Levy Resolutions

Proposed Council Action: Adopt resolutions in two separate motions

Dept. Origin: Finance
Prepared by: David Rodenbach, Finance Director
For Agenda of: November 14, 2011

Exhibits: Two Resolutions

Initial & Date

Concurred by Mayor: CLH 11/9/11
Approved by City Administrator: RJK
Approved as to form by City Atty: per email
Approved by Finance Director: DR 11.8.11

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

INFORMATION / BACKGROUND

These resolutions set the City's regular tax levy and excess levy (Eddon Boat bonds) for property tax collection in 2012.

FISCAL CONSIDERATION

The planned levy for collection in 2012 is \$2,285,574. The rate for this amount is \$1.2876 per thousand dollars of assessed valuation. This is a total increase of \$323,730 over the current levy of \$1,961,844. The increase consists of the following components:

- 1.0% increase over current levy \$ 19,618
- New construction and improvements \$ 25,645
- Refunds \$278,467
- \$323,730**

If the city were to use banked capacity, the levy would increase 2.525 percent over the highest lawful levy since 1985. This would increase the levy by an additional \$29,928.

The total excess levy which will be used to pay the debt service on the Eddon Boat bond is \$250,000. This calculates to a preliminary rate of \$0.1418 per thousand dollars of assessed valuation.

BOARD OR COMMITTEE RECOMMENDATION N/A

RECOMMENDATION / MOTION

Move to: Pass each resolution in separate motions.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, CERTIFYING THE 2012 REGULAR AD VALOREM TAX
LEVY UPON REAL PROPERTY.**

WHEREAS, the City Council of Gig Harbor has met and considered its budget for the calendar year 2012; and

WHEREAS, the City's actual levy amount from the previous year was \$1,961,844.09; and

WHEREAS, the population of the city is less than 10,000; and now, therefore,

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

An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2012 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$19,618 which is a percentage increase of 1.0 % from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

PASSED by the City Council this ___ day of _____ 2011.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 00/00/2011
PASSED BY THE CITY COUNCIL: 00/00/2011
RESOLUTION NO.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING EXCESS PROPERTY TAXES IN THE AMOUNT OF \$250,000 FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2012.

WHEREAS, at an election held in the City of Gig Harbor on November 2, 2004, the number and proportion of the qualified electors of the City required by law for the adoption thereof voted in favor of a proposition authorizing the issuance of bonds of the City in the aggregate principal amount of \$3,500,000; and

WHEREAS, pursuant to Ordinance No. 1016, the City issued its Unlimited General Obligation Bond, 2005 on September 26, 2005 in the principal amount of \$3,500,000; and

WHEREAS, the City Council of the City of Gig Harbor determined that the City of Gig Harbor requires an excess levy in the amount of two hundred fifty thousand dollars and no cents (\$250,000.00) in order to provide debt service for the 2005 Unlimited Tax General Obligation Bond; and now, therefore,

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

The Property tax excess levy required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2012, shall be levied upon the value of real and personal property which has been set at an

assessed valuation of \$1,763,412,132. Taxes levied upon this value shall be:

Approximately \$0.1418 per \$1,000 assessed valuation, producing an estimated amount of two hundred fifty thousand dollars and no cents (\$250,000.00) for 2005 Unlimited Tax General Obligation Bond debt service.

PASSED by the City Council this ___ day of ____ 2011.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 00/00/2011
PASSED BY THE CITY COUNCIL: 00/00/2011
RESOLUTION NO.



Business of the City Council
City of Gig Harbor, WA

Subject: First reading of ordinance amending the 2011 budget

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 14, 2011

Proposed Council Action:
 Adopt ordinance amending the 2011 budget

Exhibits: Ordinance

Concurred by Mayor: CLA 11/10/11
Approved by City Administrator: RJK
Approved as to form by City Atty: e-mail
Approved by Finance Director: [Signature] 11.10.11
Approved by Department Head: _____

Initial & Date

Expenditure Required	See below	Amount Budgeted	0	Appropriation Required	See below
----------------------	-----------	-----------------	---	------------------------	-----------

INFORMATION / BACKGROUND

As the 2011 fiscal year closes, it is evident that one general fund department and two funds will require a budget amendment prior to year-end.

The recommended amendment to the 2011 general fund budget is as follows:

	Original Budget	Amended Budget	Increase/ (Decrease)
Non-departmental	\$3,166,427	\$3,250,000	\$83,573
Ending Fund Balance	\$1,848,330	\$1,764,757	(\$83,573)

The recommended budget amendments to the 2011 Street Operating and Street Capital funds are as follows:

Fund	Original Budget	Amended Budget	Increase/ (Decrease)
Street Operating	\$1,593,266	\$1,623,707	\$ 30,441
Street Capital	\$ 911,556	\$2,006,269	\$1,094,713

The amendment to the General fund is the result of additional funding required by the Street Capital fund. The 2011 actual beginning fund balance of the Street Capital fund fell short of budget by nearly \$420,000. This occurred because 2010 year-end street project expenditures were greater than estimated in the 2011 budget.

The amendment to the Street Operating fund is due solely to repairs resulting from accident-caused damage to city property. Through October, insurance recoveries were nearly \$60,000.

The 2011 budget for the street Capital fund did not include funds for receipt of CERB grant retainage; nor did it include revenues for estimated SEPA-related mitigation payments in 2011 received from Quadrant Homes. The city received final payout on the CERB grant in the amount of \$500,000; and through November 8, 2011 the city received \$366,602.75 in SEPA mitigation fees from Quadrant Homes. In addition, the City sent a final bill to Quadrant Homes in the amount of \$383,751.80 on November 8, 2011.

In order to establish budgetary authority for the City to remit the funds, which are due Franciscan Health System (FHS), the 2011 budget requires amendment as noted above.

FISCAL CONSIDERATION

The city paid FHS \$1,031,147.30 through November 14, 2011. This consists of SEPA fees paid by Quadrant Homes totaling \$637,570 and CERB grant funds totaling \$393,577.30. The City held in reserve approximately \$224,000 in estimated Quadrant SEPA payments in the 2011 budget.

RECOMMENDATION / MOTION

Move to: Approve the ordinance amending the 2011 Budget after a public hearing and a second reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
AMENDING THE 2011 GENERAL FUND NON-DEPARTMENTAL
BUDGET; AND AMENDING THE 2011 BUDGETS FOR THE
STREET OPERATING AND STREET CAPITAL FUNDS**

WHEREAS, an adjustment to the 2011 annual appropriation of the General fund Non-Departmental budget is necessary to conduct city business; and

WHEREAS, adjustments to the 2011 annual appropriations of the Street Operating and Street Capital funds are necessary to conduct city business; and

WHEREAS, total General fund expenditures for 2011 are forecast to come in \$176,000 below budget; and

WHEREAS, the City had to transfer \$200,000 to the Street Capital fund in order to provide adequate funds for project settlement costs to Franciscan Health Systems related to the Canterwood Interchange Interim Improvements; and

WHEREAS, unbudgeted SEPA mitigation fees totaling \$367,000 and related to the Canterwood Boulevard Interchange Interim Improvements were receipted into the Street Capital fund; and

WHEREAS, final reimbursement for the CERB grant, which was not budgeted in 2011, in the amount of \$500,000 was receipted into the Street Capital fund; and

WHEREAS, the \$200,000 transfer from the General fund to the street Capital fund was not included in the 2011 budget for either of these funds; and

WHEREAS, the City's Street Operating fund received unanticipated and unbudgeted revenues in the amount of \$59,587 from insurance proceeds and these proceeds were used for repairs that were not included in the 2011 budget; and

WHEREAS, the Gig Harbor City Council held a public hearing to consider the budget amendments on November, 28, 2011; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The 2011 Budget shall be amended as follows:

Fund/Department	Original Appropriation	Amended Appropriation
001-General/Non-departmental	\$3,166,427	\$3,250,000
001-Ending Fund Balance	\$1,848,330	\$1,764,757

101-Street Operating	\$1,593,266	\$1,623,707
102 Street Capital	\$ 911,556	\$2,006,269

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to increase appropriations as shown above, and directs the Finance Director to amend the budget as shown above.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2011.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. BELBECK

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



Business of the City Council
City of Gig Harbor, WA

Subject: Naming / Renaming
The Maritime Pier

Proposed Council Action:

- a) Confirm "Maritime Pier" as the name; or
- b) Utilize the past process for naming new parks.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: November 14, 2011

Exhibits: _____
Initial & Date

Concurred by Mayor: CLH 11/10/11

Approved by City Administrator: RJK

Approved as to form by City Atty: N/A

Approved by Finance Director: _____

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

The city has recently been contacted by several people regarding naming the new maritime pier. There are several letters speaking in favor of naming the pier in honor of the Makovich Family, who were pioneers in the community.

One letter from Tomi Kent Smith speaks in favor of choosing "The Fishermen's Maritime Pier" in recognition of the fishing heritage and the monetary contribution the Fishermen's Club is making towards the construction of the pier.

Councilmember Conan has expressed his preference for the name "People's Pier" (see attached correspondence).

To assist Council in making a decision, we have attached copies of the letters asking Council to consider another name, as well as the process that the city went through to name the newly constructed park on the Westside "Kenneth Leo Marvin Veterans' Memorial Park." This involves forwarding this to the historical society for their recommended names for the Parks Commission to consider. From that process a recommendation for naming the pier would be forwarded to Council for final adoption.

RECOMMENDATION / MOTION

Move to: a) Confirm "Maritime Pier" as the name; or b) Utilize the past process for naming parks.

RECEIVED

AUG 24 2011

CITY OF GIG HARBOR

August 22, 2011

Gig Harbor Civic Center
3510 Grandview Street
Gig Harbor, WA 98335

Dear Sirs:

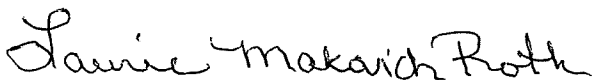
My name is Laurie Makovich Roth. I am writing on behalf of myself and my family regarding the naming of the new maritime pier in Gig Harbor.

My grandfather was Lee Makovich Sr. My grandfather was a pioneer in Gig Harbor and was instrumental in helping new immigrants. He helped start the power company, the school board, the Chamber of Commerce and St. Nicholas Catholic Parish. My grandfather and father owned what is now the highly regarded Maritime Inn. Both my father and grandfather were very well known, respected, and liked by the fishing community and the community at large in this area. My father was a well known author and maritime historian and well known and respected on both coasts of the United States and in Europe and he wrote numerous articles on both the commercial fishing industry and boats for many newspapers and magazines. He was instrumental in bringing the Shenandoah to the Gig Harbor Historical Society. His writing has helped preserve a large amount of history of this area and of the fishing and boat building industry. My father was instrumental in acquiring the Skansi Brothers property for the City of Gig Harbor, for what is now Skansi Gig Harbor Park. My father was very well known throughout this area and was very well respected

Our family feels that to name the new maritime pier after my father and grandfather would represent a wonderful memory of all the good that my father wrote about and the kind of person he was. It would be a long overdue acknowledgement of the contributions made by both my father and grandfather. It would also be a very good representation of what Gig Harbor is all about. There are presently six generations of the Makovich family living in the Gig Harbor area.

Please feel free to contact me if I can provide any more information about my father and grandfather and my family's pursuit of having his name on the new maritime pier. You could also obtain more information about both my father and grandfather through the Gig Harbor Historical Society. A good point of contact would be Vicki Blackwell (vicki@harborhistorymuseum.org).

Respectfully,



Laurie Makovich Roth
8807 Danforth St NW
Gig Harbor, WA 98329

(253) 851-4745
lrkatten@gmail.com

RECEIVED

AUG 24 2011

CITY OF GIG HARBOR

August 22, 2011

Gig Harbor Civic Center
3510 Grandview Street
Gig Harbor, WA 98335

Dear Sirs:

My name is Judith Overfield. I am new to the Gig Harbor area having just moved

I have been doing a lot of reading about Gig Harbor and also have been talking to a fellow housemate (Laurie Makovich Roth). I am learning quite a lot about Lee Makovich (both Jr. and Sr.) and their contributions to the history of Gig Harbor. As I get further into learning about Gig Harbor, I will be reading more and learning more about other parts.

I understand that a new maritime pier is being constructed. I feel that it would be very appropriate if the pier could be named for both Lee Makovich Sr. and Lee Makovich Jr. From what I have read, it would indicate that Mr. Makovich was very instrumental in preserving a lot of history of this area in both photos and writing. I noticed that his work has been published in a number of magazines and newspapers.

From what I have learned to date, Mr. Makovich was an excellent ambassador for Gig Harbor and I don't believe you could find more deserving persons to receive this honor.

Respectfully,



Judith Overfield
8807 Danforth St NW
Gig Harbor, WA 98329

(253) 851-4745

ladybug1954@gmail.com

Towslee, Molly

From: Karlinsey, Rob
Sent: Friday, October 21, 2011 10:29 AM
To: Conan, Paul; Ekberg, Steve; Franich, Jim; Hunter, Chuck; Ken1barb@harbornet.com; Paul Kadzik; Payne, Tim; Young, Derek
Cc: Stanton, Lita; Towslee, Molly; Reed, Terri; Malich, Marco
Subject: Maritime Pier Name
Attachments: 20111021101044154.pdf; 20111021095455517.pdf

You've probably seen [this week's article](#) about naming the Maritime Pier after Makovich. Given that the advocates for the Makovich name have written you letters, I recommend that the City respond. You could continue to keep calling it the Maritime Pier, or if you want to look into calling it something different, I recommend that you go through the same process that you did for KL Marvin Veterans' Memorial Park where we consulted with the History Museum and asked the Parks Commission for a recommendation. Attached is the Historical Street Names policy. As you can see, Makovich is on the priority list.

Also attached is the Council Bill and minutes from the naming process for KL Marvin Veterans' Memorial Park.

Rob

Rob Karlinsey
City Administrator
City of Gig Harbor
www.cityofgigharbor.net
Office: 253.851.6127

“Dedicated to public service through teamwork and respect for our community.”

CONFIDENTIAL COMMUNICATION. THIS MESSAGE AND/OR THE DOCUMENT(S) ACCOMPANYING THIS ELECTRONIC TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL TO WHICH IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, BE AWARE THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR USE OF THE CONTENTS OF THIS TRANSMISSION IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND DESTROY THE ORIGINAL TRANSMISSION AND ALL COPIES.

The News Tribune

Makoviches hope pier will pay tribute to fishing legend

Family touts lifetime of involvement in community, knowledge of area fishing industry

SUSAN SCHELL

LAST UPDATED: OCTOBER 20TH, 2011 04:18 PM (PDT)

Laurie Makovich remembers growing up in Gig Harbor when there was one stoplight, three grocery stores and two gas stations.

"It was never this busy in Gig Harbor," she said. "In the 1980s, it just went 'boom.' "

Laurie and her sister, Marilyn Gale, grew up in the wooden house across from Skansie Brothers Park and Jerisich Dock that's now the Maritime Inn. The Makoviches owned the land where the inn and Java & Clay Cafe now sit and were one of the prominent fishing families in Gig Harbor.

But while many street names and public places bear the names of longtime fishing families, the Makovich name remains absent. The family hopes the Maritime Pier will bear the name.

Lee J. Makovich, the girls' father, was said to have extensive knowledge of the area and the fishing and boat building industry. He was a maritime historian and author, and he wrote columns for The Peninsula Gateway, Fisherman's Journal, National Fisherman and other publications in the United States and in Europe. He facilitated obtaining Skansie Brothers Park for the city and placing the Shenandoah purse seiner into the hands of the Harbor History Museum.

"Anybody that had anything to do with the fishing industry on the West Coast knew him," Laurie said. "He brought about a sense of community and preserved the history of this town."

JoAnn Makovich, Lee's widow, said when the historical society wanted to know something, they came to Lee.

"He wrote stories about fishermen from Alaska to California," she said. "When he died, we received condolences from all over the country."

Lee's father, Lee Makovich Sr., was a community leader as well. He helped set up Peninsula Light Co. and was chairman of the board for Fisherman's Packing Corporation. He owned Lee's Oyster House in Everett and Tacoma, and he helped write and negotiate the first salmon treaty between the United States and Canada.

Several years ago, the city offered to name a street after the Makoviches.

"It turned out to be a dead-end street with just a few houses on it and nowhere near the water," JoAnn said. "It seemed demeaning, considering all the things he had done for the community. It didn't seem appropriate to where he lived and who he was."

The Makovich family said no thanks, and then-Mayor Gretchen Wilbert said she would keep it on her radar to pay tribute with something nearer the water, where the Makoviches made their mark.

The Makoviches feel the Maritime Pier is their chance.

"It seems like it would be a nice tribute to both of them, who contributed years and years of their lives to this community," JoAnn said. "When I found out they were going to build a new pier, I said, 'A-ha!'"

Lita Dawn Stanton, the city's historic preservation coordinator, said she has received a couple of letters from the family and a letter of support from the magazine Lee wrote for, National Fisherman's News.

"Those were passed forward to the (city) council members," Stanton said. "I don't know if it's (considered) a formal request. The status of the project is, we're just trying to get through the permit phase. We're still going through the underwater habitat survey to make sure the proposed design does not negatively impact

the environment."

Stanton, who is from the Ancich family, said that, as someone who is involved in historic preservation, she's in favor of anything that preserves the town's history, but at this point, the pier is still in its early stages.

"All of the correspondence is before the council," she said. "Our assumption is the council will take a look and (eventually) give some kind of direction."

Lifestyles Coordinator and reporter Susan Schell can be reached at 253-853-9240 or by email at susan.schell@gateline.com.

© Copyright 2011 Tacoma News, Inc.

Towslee, Molly

From: Stanton, Lita
Sent: Thursday, November 03, 2011 10:51 AM
To: Towslee, Molly
Subject: FW: Naming of Future Pier Next to The Tides
Attachments: Future Pier Currently in Design Planning.doc

Importance: High

From: Tomi Kent Smith [<mailto:TOMIKENT@MSN.COM>]

Sent: Tuesday, November 01, 2011 8:13 AM

To: Hunter, Chuck

Cc: Young, Derek; Conan, Paul; Ekberg, Steve; paynet@cityofgigharbor.net; Franich, Jim; Malich, Ken; Kadzik, Paul; Stanton, Lita; Stanton, Lita; gatewayeditor@gateway.com

Subject: Fw: Naming of Future Pier Next to The Tides

Importance: High

Derek Young advised me that because we, the City, are seeking outside funding for the construction of this future pier it should include "maritime" in the name. OK, I'll accept **Gig Harbor Fishermen's Maritime Pier**. After all, the GH Fisherman's Club is donating a sizeable amount of money towards the funding.

Ms. Tomi Kent Smith
3414 Harborview Drive
Gig Harbor, WA 98332
----- Original Message -----

From: Tomi Kent Smith

To: Chuck Hunter

Cc: youngd@cityofgigharbor.net ; conanp@cityofgigharbor.net ; ekbergs@cityofgigharbor.net ; paynet@cityofgigharbor.net ; franichj@cityofgigharbor.net ; Malich, Ken ; kadzikp@cityofgigharbor.net ; Lita Dawn Stanton ; Lita ; gatewayeditor@gateway.com

Sent: Monday, October 31, 2011 11:26 AM

Subject: Naming of Future Pier Next to The Tides

Ms. Tomi Kent Smith
3414 Harborview Drive
Gig Harbor, WA 98332

Future Pier Currently in Design Planning

I read with considerable interest the request of Laurie Makovich to have the new pier named after their family and agree that Lee Makovich and his family has been a tremendous asset to the Gig Harbor community. Not only was he prominent businessman but also a philanthropic leader. Through Lee Makovich's writings he chronicled the fishing and maritime industry of the Puget Sound most especially Gig Harbor. As a result his name is well recognized in the maritime field.

Several of the original members of our community have had streets named after them. The City did assign their name to a street several years ago however it is my understanding that the location was deemed unacceptable to the family as it was a dead-end street and not near the harbor (water). There is a historical marker in front of the Maritime Inn which acknowledges their family and their home; its location is also acknowledged on the map of the waterfront district with a brief description again of their family significance.

I believe the new pier should be a tribute for ALL the early fishing families in Gig Harbor, and for that reason I believe the pier should be named "The Fishermen's Pier" with the maritime pier legacy sculpture incorporated at the same location. Why do I like "Fishermen" rather than "Maritime"? Fishermen recognizes a person or persons who catch fish for a living or for profit whereas "Maritime" means a connection with the sea in relation to navigation, shipping, seafaring commercially or military activity. This is an opportunity to honor not merely one family but instead to honor all the families and the legacy they began and continue today. We must remember that at one time Gig Harbor had one of the largest commercial fishing fleets in the Pacific Northwest and the fleet today is still significant although smaller. Many of these families including but not limited to Tarabochia, Ancich (4 families), Janovich, Jerkovich and Makovich were also founders and stockholders of the Fishermen's Packing Corporation in 1928/29 (in 1935 Lee Makovich was elected General Manager). I further believe that by recognizing the entire fishing fleet and all the fishermen of our community we will finally fulfill the promise made to them in the early 1940s. This promise was given to them by the city leaders following incorporation as a town and has been reaffirmed on more than one occasion since then. The promised pier was to replace the fishermen's original pier at the location now known as Jerisich Park because that pier deteriorated and sank. If we are to overlook all the men and women who made their living fishing the waters from Gig Harbor to the San Juans, to Canada and Alaska, and to California, it could be seen as a slight or overlooking individual contribution to the fishing industry for which Gig Harbor is known for throughout the Pacific Northwest and points beyond.

Everyone is aware the pier will be utilized by personal boaters and tourist boats in addition to the commercial fishermen but the important thing is that we honor all the commercial fishermen, past and present, captains and crew, in its name and fulfillment of a promise long made.

Karlinsey, Rob

From: Paul R. Conan [Paul@conangroup.com]
Sent: Wednesday, November 02, 2011 12:44 AM
To: Karlinsey, Rob
Subject: RE: Maritime Pier Name

I think the same process as KLM makes sense but it is also good to remember the KLM name came out of community input toward the end of the process.

From: Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]
Sent: Monday, October 31, 2011 8:40 AM
To: 'Paul@conangroup.com'
Subject: RE: Maritime Pier Name

Do you want to go through the same process as KLM—consult the Museum & Parks Commission?

From: Paul R. Conan [mailto:Paul@conangroup.com]
Sent: Saturday, October 29, 2011 11:32 PM
To: Karlinsey, Rob
Subject: RE: Maritime Pier Name

I would like to see us go with the more historic Peoples Pier since it is nearly the exact same location.

Paul Conan

From: Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]
Sent: Friday, October 21, 2011 10:29 AM
To: Conan, Paul; Ekberg, Steve; Franich, Jim; Hunter, Chuck; Ken1barb@harbornet.com; Paul Kadzik; Payne, Tim; Young, Derek
Cc: Stanton, Lita; Towslee, Molly; Reed, Terri; Malich, Marco
Subject: Maritime Pier Name

You've probably seen this week's article about naming the Maritime Pier after Makovich. Given that the advocates for the Makovich name have written you letters, I recommend that the City respond. You could continue to keep calling it the Maritime Pier, or if you want to look into calling it something different, I recommend that you go through the same process that you did for KL Marvin Veterans' Memorial Park where we consulted with the History Museum and asked the Parks Commission for a recommendation. Attached is the Historical Street Names policy. As you can see, Makovich is on the priority list.

Also attached is the Council Bill and minutes from the naming process for KL Marvin Veterans' Memorial Park.

Rob

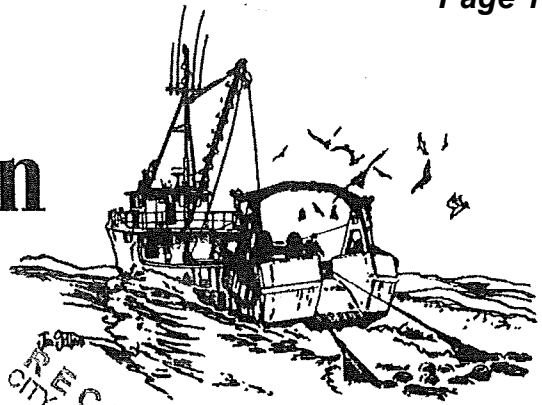
Rob Karlinsey
City Administrator
City of Gig Harbor
www.cityofgigharbor.net

11/9/2011

National Fisherman

MAIN OFFICE
121 Free Street
Portland, ME 04112-7438
Telephone: (207) 842-5608
Fax: (207) 842-5603

WEST COAST OFFICE
4209 21st Avenue West, Suite 200
Seattle, WA 98199
Telephone: (206) 283-1150
Fax: (206) 286-8594



RECEIVED
CITY OF GIG HARBOR
SEP 12 2011
COMMUNITY
DEVELOPMENT

Gig Harbor Civic Center
3510 Grandview Street
Gig Harbor, WA 98335

Sept. 6, 2011

Dear Mr. Katich,

I am a New Englander, so as it turns out my first knowledge of Gig Harbor came from the typewriter of Lee Makovich.

Lee wrote numerous pieces for *National Fisherman* chronicling commercial fisheries in the Pacific Northwest and in doing so brought the men and vessels of Gig Harbor to life in our pages. Although the son of a fisherman, Lee's interest in the fishing fleet hardly began or ended with his father's boats: over the years he catalogued information on 5,600 vessels, many part of Gig Harbor's fishing tradition.

Most important of all, Lee understood that the information he compiled bit by bit represented not so much a database as a tapestry of Americana we'll not see again, and he had the ability to make reading about it a wondrous pastime.

How fitting it would be to name a pier in honor of a man who so honored Gig Harbor's maritime tradition.

Yours truly,

Jerry Fraser
Publisher

Sept. 6, 2011
Gig Harbor's maritime

CITY OF GIG HARBOR
RESOLUTION NO. 653

A RESOLUTION PRIORITIZING THE LIST OF
HISTORICAL STREET NAMES

WHEREAS, the City of Gig Harbor has an approved list of street names to be applied within the "historical name area"; and

WHEREAS, the Gig Harbor Municipal Code provides for the addition of names to the list of street names for the "historical name area" by City Council (GHMC Section 12.12.030 K.); and

WHEREAS, the City Council is desirous of listing the names according to sections: Priority, Recommended, and Additional as these sub-sections will help the city select the appropriate name when needed;

NOW THEREFORE BE IT RESOLVED that the Gig Harbor City Council hereby adopts the List of Historical Names for New Streets as recommended by the Gig Harbor Peninsula Historical Society as identified in Exhibit A.

PASSED by the City Council this 26th day of September 2005.

APPROVED:


MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:


MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 9/21/05
PASSED BY THE CITY COUNCIL: 9/26/05
RESOLUTION NO. 653

EXHIBIT A

HISTORICAL STREET NAMES PRIORITY LIST

To: Mark Hoppen, City Administrator, City of Gig Harbor
From: Vicki Blackwell, Curator, Gig Harbor Peninsula Historical Society
Re: List of Historical Names for New Streets
Date: July 28, 2005

We commend the City of Gig Harbor for its continuing efforts in recognizing the contributions of early harbor pioneers and residents through the Historic Street Name program. We also appreciate the city's trust in the Gig Harbor Peninsula Historical Society to partner with the city to create, monitor, and add to this list.

With additions to and deletions from the list, we are asking the city to consider listing the names according to sections: Priority, Recommended, and Additional. These sub-sections will help city personnel select the appropriate name when needed.

"Priority" list: names that have been on the list the longest and retain their importance to the heritage of the harbor. There is documentation by the historical society on the significance of these names. "Priority" names should be selected for the very next available street within the specified area.

"Recommended" list: names that have some documentation in the records of the historical society.

"Additional" list: names that appear on the list but have no documentation at this time in the society's records or were included on the list by a group or individual other than the historical society and the historic significance was not provided to the society.

We recognize that naming streets is at the discretion of the city. We offer the following as our recommendations for the Priority, Recommended, and Additional lists on the current List of Historical Names:

PRIORITY (in order of priority)

- 1) Shaw (north end of the harbor)
(See past lists for historical information)

The city has received numerous requests for the naming of a street after the Shaw family. Shaw was on the original list submitted in 1978 (although it was listed as "Rooster" for Shaw's famous rooster races). The family asked that the name on the list be changed to Shaw. In addition to the society placing Shaw on the early lists, individual requests were submitted to the city in April 1992, December 1992, May 1993, and August 1996.

The Shaw family contributed enormously to preserve and share the heritage of Gig Harbor. Not only have they donated early Shaw documents, photographs, and artifacts to the society's collections, the Shaw family also saved and donated a wealth of artifacts and documents from the Burnham family – one of the first pioneer families in the harbor.

Jane Shaw Karlson is the last of the C.E. Shaw's children. Jane turned 90 years old this past February.

2) Makovich (west side of bay)
(See past lists for historical information)

Added to list Oct. 3, 1991. A prominent businessman and philanthropic leader of the community. (Letter in file and copy of presentation by Makovich family member appears to show that a street was assigned the Makovich name but that the family asked that the council reconsider the location).

3) Sweeney (north end of harbor)
(See past lists for historical information)

We are unable to determine when Sweeney was added to the list (although we feel it was an oversight that it was not on the 1978 list). Teresa Sweeney was a successful businesswoman, postmistress, and justice of the peace.

4) Hall (north end of harbor, or Millville)*

Hall was on the 1978 list but is not on the current list. Hall came to Gig Harbor in the 1880s. In 1886 he was a partner in the Gig Harbor Mill Co. with A.M. Burnham. The mill was located at today's Pleasurecraft Marina and included a shipyard and shingle mill. Hall also operated a grocery store close to the mill. Hall was instrumental in opening up the two military reservations for settlement.

* There is a Hall Road on Key Peninsula – possibly why Hall was removed from the Gig Harbor list.

5) Young (north end of harbor)
(See past lists for historical information)

Young was also on the 1978 list. Young's Landing was the site of today's county boat ramp on the east side of the harbor. The first post office for the area surrounding the bay was in the Young home, which was also a hotel and boarding house.

RECOMMENDED (alpha order)

Ancich (west side)
Carlson (east side)

Cruver (west side)
Farrague/Farragut (west side): on 1978 list
Goldsmith (west side): on 1978 list
Hammerland (west side)
Monzingo (west side)
Patrick (head of bay)
Peyran (west side)
Sandin (west side)
Scott (north end of harbor): on 1978 list
Sund (east side)
Tollfeson (north end)

ADDITIONAL (alpha order)

Atkinson (west side)
Cundiff
Hopkins (top of Stinson)
Howe (peninsula)
Magoon (head of bay)
McDaniel (head of bay)
McKee (head of bay)
Proctor
Simerson (Kimball Drive)
Simpson (east side)
Skarponi
Vinkenes (head of bay)
Watson (top of Stinson)
Weeks (west side of bay)
Wroten (east side of bay, Crescent Valley)

We also ask that any individuals or groups requesting the addition of a name to the list provide the Gig Harbor Peninsula Historical Society with any historical information relevant to that name and/or family. The society will add the information to its research files.

Thank you.

CITY OF GIG HARBOR
RESOLUTION NO. 723

A RESOLUTION REQUESTING RELIEF FROM THE
REQUIREMENT FOR USE OF HISTORICAL STREET
NAMES.

WHEREAS, the City of Gig Harbor has an approved list of street names to be applied within the "historical name area"; and

WHEREAS, the Gig Harbor Municipal Code provides for the addition of names to the list of street names for the "historical name area" by City Council (GHMC Section 12.12.030 K.); and

WHEREAS, the Gig Harbor Municipal Code provides no means of relief or appeal to the "historical name area" requirement.

WHEREAS, The Gig Harbor City Council may consider addition of names to the Historic Street Names list as a form of relief.

NOW THEREFORE BE IT RESOLVED:


The Gig Harbor City Council hereby adds the name "Crescent Cove Lane" to the list of approved street names to be utilized in the "historical name area."

RESOLVED by the City Council this 10th day of September, 2007.

APPROVED:


MAYOR, CHUCK HUNTER

ATTEST/AUTHENTICATED:


MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 09/05/07
PASSED BY THE CITY COUNCIL: 09/10/07
RESOLUTION NO. 723



Business of the City Council
City of Gig Harbor, WA

Subject: Naming of new City Park on 50th Street NW

Proposed Council Action: Council to select and adopt a name for the new City Park on 50th Street NW

Dept. Origin: Public Works
Prepared by: David Brereton *Dave*
Interim Public Works Director
For Agenda of: January 14, 2008
Exhibits: None
Concurred by Mayor: _____ Initial & Date
Approved by City Administrator: *FBK 1/9/08*
Approved as to form by City Atty: N/A
Approved by Finance Director: N/A
Approved by Department Head: *Dave 1/9/08*

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

Over the past two months, the Gig Harbor Parks Commission addressed the naming of our newest City Park on 50th Street NW. They bring forward three suggestions for City Council consideration.

Our inquiry with the Gig Harbor Peninsula Historical Society left the field open for choices, with no specific historical significance to that property. The term "Westside" is actually a historic term, referring to everything on the west side of the harbor (ex. West Side Grocery at today's Tides Tavern). So that is an actual naming option. Otherwise, there wasn't much out there but early logging parcels and small farms.

As a result, with an eye to honor our local veterans, the Parks Commission recommends the following names, in no particular order:

- **Kenny Marvin Veteran's Memorial Park**

As many of you may know, Kenneth Leo Marvin was a local resident who fought in World War II, was captured by the Japanese and interned in a prisoner of war camp in Japan for the duration of the war. Kenny Marvin survived his ordeal to return to live and work in Gig Harbor. There is much more information on Kenny Marvin that we can share, should you wish to learn more about him.

- **Veteran's Memorial Park**
- **Westside Park**

FISCAL CONSIDERATION

N/A

RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Council to select and adopt a name for the new City Park on 50th Street NW

25% surcharge will be added and if the amount is over 10%, the contract must be renegotiated. This agreement will expire in 2011. The rates and connection fees are established by ordinance.

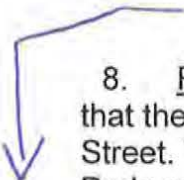
Councilmembers asked for further clarification of the contract language.

Scott Wagner – PO Box 492, Gig Harbor. Mr. Wagner responded that Shoreacres purchased approximately 17 million gallons in the last twelve month period. They currently have 240 connections but have the ability have 317 total. The idea is that when a new connection is added, an increase of 80,000 gallons of water (1 ERU) would be made.

MOTION: Move to authorize the Mayor to sign the contract between the City of Gig Harbor and Shoreacres Water Company.
Kadzik / Payne - unanimously approved.

7. History Museum Contract Extension. Rob Karlinsey explained that the city has an agreement with the History Museum to purchase the triangle piece at Donkey Creek Park and the easement on the museum property. The contract needs to be extended by 90 days in order to complete the environmental analysis. He said that one change needs to be made to the agreement to eliminate the words "attached hereto as Exhibit D" from the last paragraph in Section 2, paragraph 4.8. The indemnification language is sufficient.

MOTION: Move to authorize the Mayor, on behalf of Council, to execute a First Amendment to the Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society as amended.
Payne / Conan - unanimously approved.



8. Recommendation for Naming the Park on 50th Street. David Brereton explained that the Parks Commission was asked to recommend names for the future park off 50th Street. They picked three: Kenny Marvin Veteran's Memorial Park; Veteran's Memorial Park; and Westside Park. He said that members of Mr. Marvin's family are present to speak.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich gave a brief history of Gig Harbor resident, Kenny Marvin. Kenny owned a gas station here, fished commercially, and served his country in the war. Kenny was a Marine taken on Wake Island and held as a prisoner of war for over 1300 days. Mr. Bujacich said it would be appropriate to honor all veterans and recognize one in particular by naming the park Ken Marvin Memorial Park. He further explained that Kenny lived on the corner of 38th in near the park property, and served the community well.

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia agreed that it would be appropriate to have Ken Marvin's name on a Veteran's Memorial Park, which would

honor all veterans and also honor Ken. This is a man that was a part of our community, served our country, and was a local fisherman.

Don Sehmel – 4010 Vernhardson Street. Mr. Sehmel said he was fortunate to have Kenny Marvin as a friend for over 60 years. He said he would like to suggest an alternative name for the park. He talked about veterans of many wars, WWII, Korea, Vietnam, Gulf, and now Iraq and Afghanistan. He said the name Veteran's Memorial Park would cover a wider section of the community.

Councilmembers Kadzik commented that it may be more appropriate to use the more formal Kenneth rather than Kenny. He then said that on the East Coast, honoring a specific person in conjunction with a Veteran's Memorial was widespread and he would be in favor of the name Kenneth Leo Marvin Veteran's Memorial Park.

Councilmember Ekberg said that the bio on Kenny was very interesting. He said that the community hasn't done anything for our all veteran's from many wars and a larger encompassing Veteran's Memorial Park would allow the service groups to include biographies of several of the individual veterans. He said he would favor the name Veteran's Memorial Park.

Councilmember Young said he started with the idea of choosing Veteran's Memorial Park, but was reminded that it is common to honor an individual by naming a memorial. He said he is in favor of honoring someone with a Westside connection. He said he is in favor of naming the park the Kenneth Leo Marvin Veteran's Park.

Councilmember Conan said that Kenny Marvin was a long-time family friend and so he was excited to see a recommendation to honor him. He said that Kenny was key in the formation of this community and agreed that this his name should be honored at a Veteran's Memorial Park.

Councilmember Payne said that he didn't have the honor of meeting Mr. Marvin. He added that all veterans deserve our respect and honor and he supports identifying Mr. Marvin with this Veteran's Memorial Park given his ties to the Westside. He said that he would like to instruct the Parks Commission to find an appropriate way to honor not only Mr. Marvin, but other veterans in this park where families and youth will come to use the park and to see, understand, and acknowledge the sacrifice that has gone before them in this community.

→ **MOTION:** Move to adopt Kenneth Leo Marvin Veteran's Memorial Park as the name for the new city park on 50th Street.
Kadzik / Payne - unanimously approved.

9. Planning Commission Work Program. Jenn Kester, Senior Planner presented the proposed work program explaining that the program has been organized by quarters of the year rather than tiers to allow for more efficiency.