

# City Council Meeting

January 12, 2015  
5:30 p.m.



**AGENDA**  
**GIG HARBOR CITY COUNCIL MEETING**  
**Monday, January 12, 2015 – 5:30 p.m.**

**CALL TO ORDER / ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Dec. 8, 2014.
2. Correspondence / Proclamations: a) Anti-Trafficking Proclamation;
3. Receive and File: a) Parks Commission Minutes October 1, 2014; b) Finance and Safety Committee Minutes; c) Activity Report – Gig Harbor Canoe and Kayak Racing Team; d) Design Review Board Minutes Jun – Nov, 2014; e) Planning/Building Committee Minutes Nov. 3, 2014;
4. Dedication of Right-of-Way Agreement and Bill of Sale for Lift Station 21 – Hunt Skansie Land LLC.
5. Partial Release and Termination of Easement – Harbor Hill LLC.
6. Resolution No. 984 Amending Council Committee Meeting Dates and Times.
7. Amendment No. 4 to Agreement for Environmental Attorney Services – Joyce, Ziker Parkinson.
8. Gig Harbor Public Relations Contract 2015 – Carol Zahorsky.
9. Harbor Hill Drive Extension Design Contract Amendment No. 2 – David Evans and Associates.
10. Approval of Payment of Bills Dec. 22, 2014: Checks #77089 through #77213 in the amount of \$894,073.56.
11. Approval of Payment of Bills Jan. 12, 2015: Checks #77214 through #77355 in the amount of \$2,021,272.23.
12. Approval of Payroll for the month of December, 2014: Checks #7433 through #7451 and direct deposits in the amount of \$373,601.22.

**PRESENTATIONS:**

1. Anti-trafficking Proclamation - Pierce Co. Coalition Against Human Trafficking.
2. National Night Out – National Award 2014.
3. Recognition of Sergeant Douglas.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. Public Hearing and First Reading of Ordinance – School Impact Fees and Related Housekeeping Items.

**CITY ADMINISTRATOR / STAFF REPORT:**

1. Update on Waterfront Millville Restaurants – Jennifer Kester.
2. Boat Show Update - Ron Williams.
3. Ancich Netshed Grant Update – Ron Williams.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Lodging Tax Advisory Committee: Tue. Jan 13<sup>th</sup> at 7:30 am
2. Lift Station 4 Open House: Wed. Jan 14<sup>th</sup> 4:00 – 6:00 pm
3. Civic Center closed Monday, January 19<sup>th</sup> for Martin Luther King Day.
4. Boards and Candidate Review: Tue. Jan 20<sup>th</sup> at 4:00 p.m. (special date due to Holiday.
5. Intergovernmental Affairs: Mon. Jan 26<sup>th</sup> at 5:30 p.m.

**ADJOURN:**


**DRAFT MINUTES**  
**GIG HARBOR CITY COUNCIL MEETING**  
**Monday, December 8, 2014 – 5:30 p.m.**

**CALL TO ORDER / ROLL CALL:**

Mayor - Jill Guernsey: Absent  
Council Member - Timothy Payne: Absent  
Council Member - Steven Ekberg: Present  
Council Member - Casey Arbenz: Present  
Council Member - Rahna Lovrovich: Present  
Council Member - Ken Malich: Present  
Council Member - Michael Perrow: Present  
Council Member - Paul Kadzik: Present

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**



1. Approval of City Council Minutes Nov. 24, 2014.  [↔](#)
2. Receive and File: a) Intergovernmental Affairs 11-24-14 Minutes.  [↔](#)
3. Amendment to Legal Services Contract – Ogden Murphy Wallace PLLC.  [↔](#)
4. Contracts for State and Federal Lobbying Services.  [↔](#)
5. Resolution No. 983 - Update to Development Permit Fee Schedule.  [↔](#)
6. Second Reading of Ordinance No. 1307 – 2014 Planning Housekeeping Amendments.  [↔](#)
7. Well No. 11 Final Design – Amendment #1 to Consultant Services Contract.  [↔](#)
8. Jerisich Dock Water & Power – Consultant Services Contract.  [↔](#)
9. Lift Station 3A Odor Bed Cover Design – Consultant Services Contract.  [↔](#)
10. Public Works Operations Metal Building – Consultant Services Contract Amendment No. 1.  [↔](#)
11. Maritime Pier – Aquatic Lands Lease – Dept. of Natural Resources.  [↔](#)
12. Eddon Boat Marine Railways – Construction Contract Award.  [↔](#)
13. Eddon Boat Marine Railways – Consultant Services Contract and Contract Amendment – Construction Support Services.  [↔](#)
14. HVAC Controls System Software Upgrade and Computer Replacement – Purchase Authorization.  [↔](#)
15. Liquor License Action: Special Occasion Liquor License – Harbor History Museum.  [↔](#)
16. Washington State Heritage Capital Projects Fund Grant – Upland Piling and Marine Rails Installation - Contract Amendment No. 1.  [↔](#)
17. Approval of Payment of Bills Dec. 8, 2014: Checks #76986 through #77088 in the amount of \$1,017,919.48.

18. Approval of Payroll for the month of November: Checks #7415 through #7432 and direct deposits in the amount of \$376,267.28.

**MOTION:** Move to adopt the Consent Agenda as presented.  
Kadzik / Lovrovich – unanimously approved.



**OLD BUSINESS:**

1. [Public Hearing and Second Reading of Ordinance No. 1308 – 2014 Budget Amendment.](#)

  Finance Director David Rodenbach presented the background information for this budget amendment.



[Mayor Pro Tem Ekberg opened the public hearing](#) at 5:32 p.m. No one came forward to speak and the hearing closed.

**MOTION:** Move to adopt Ordinance No. 1308 as presented.  
Kadzik / Perrow – unanimously approved.



2. [Third Reading of Ordinance No. 1306 – 2015-16 Budget.](#)   Finance Director David Rodenbach presented the updated information for changes to the proposed budget since the last reading.

**MOTION:** Move to adopt Ordinance No. 1306 adopting the 2015-16 Budget.  
Kadzik / Lovrovich – unanimously approved.

**NEW BUSINESS:**

1. [2015 Planning Commission Work Program.](#)   Planning Director Jennifer Kester presented an overview of the Planning Commission work program with recommendations from the Planning/Building Committee and the Planning Commission for the preferred order for review. Council discussed the proposed review order of amendments and whether parking stall size review should be moved up to 2015.

There was Council consensus to approve the 2015 Planning Commission Work Program as recommended by the Planning Commission.

2. [Resolution No. 982 and Lease Agreement – Chambers Sound System Upgrade.](#)   Stacy Colberg, Court Administrator, presented the background for the upgrades to the council chambers sound system upgrades. Staff addressed council questions.

**MOTION:** Move to adopt Resolution No. 982 as presented.  
Arbenz / Kadzik – unanimously approved.

**MOTION:** Move to authorize the Mayor to sign the Lease Agreement for the Chambers Sound System.  
Arbenz / Kadzik – unanimously approved.

**CITY ADMINISTRATOR / STAFF REPORT:**

[Ron Williams](#), City Administrator gave several updates:

- The city was featured in a recent Washington State Dept. of Commerce Public Works Board newsletter for the Wastewater Treatment Plant Improvements utilization of the low-interest Public Works Board loan.

- Officer Carson Abell received recognition of exemplary performance for the capture of shoplifters at a local hardware store.
- Officer Goss received a letter of thanks for his professionalism during a recent DUI stop.

[Jennifer Kester](#), Planning Director, gave an update on the proposed text amendment in the Waterfront Millville District. She explained that the Planning Commission held a public hearing on this subject on November 20<sup>th</sup> with approximately 15 people speaking. The applicant amended the proposal to address some of the concerns heard at the public hearing. This will come before City Council to review in February.

**PUBLIC COMMENT:** None.

**MAYOR'S REPORT / COUNCIL COMMENTS:** No Council comments.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Finance / Safety Committee – Mon. Dec 15<sup>th</sup> at 4:00 p.m.
2. No second Council Meeting in December.
3. Civic Center Closed for Christmas and New Year's: Thu. Dec. 25<sup>th</sup> and Thu. Jan. 1<sup>st</sup>.

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

**MOTION:** Move to adjourn to Executive Session at 5:53 p.m. for approximately 20 minutes.  
Kadzik / Perrow – unanimously approved.

City Administrator Ron Williams came into the Chambers at 6:14 p.m. and announced that the Executive Session would be extended another 15 minutes.

**MOTION:** Move to go back into regular session at 6:30 p.m.  
Kadzik / Perrow – unanimously approved.

**MOTION:** Move to authorize the City Administrator to request an extension of the feasibility contingency date, and if not, by the seller, give notice of disapproval of the purchase and sale agreement.  
Arbenz / Malich – unanimously approved.

**MOTION:** Move to authorize an amendment to the testing contact with Robinson Noble should the seller agree to the extension of the feasibility contingency date in an amount not to exceed the amount of the grant.  
Kadzik / Malich – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 6:32 p.m.  
Kadzik / Lovrovich – unanimously approved.

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Jill Guernsey, Mayor

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Molly Towslee, City Clerk

## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**Whereas**, President Obama has declared January, 2015 as National Slavery and Human Trafficking Prevention Month, and calls on businesses, national and community organizations, faith-based groups, families, and all Americans to recognize the vital role we can play in ending all forms of slavery and to observe this month with appropriate programs and activities; and,

**Whereas**, human trafficking is modern-day slavery and involves the use of force, fraud or coercion to exploit a person for involuntary servitude, labor and commercial sex act; and,

**Whereas**, trafficking victims can be men or women, boys or girls, U. S. citizens or foreign nationals; and,

**Whereas**, the average age a girl enters the commercial trafficking trade is 12 -14 years old while for boys 11 -13 years of age; and,

**Whereas**, each year as many as 100,000 to 300,000 American children are at risk of being trafficked in the United States; and,

**Whereas**, traffickers may target young victims through social media Web sites, telephone chat lines, shopping malls and after school programs; and

**Whereas**, after drug dealing, human trafficking is tied with the illegal arms industry as the second largest criminal industry in the world today and the fastest growing; and

**NOW, THEREFORE, BE IT RESOLVED, THAT** I, Jill Guernsey, Mayor of the City of Gig Harbor, do hereby proclaim the month of January 2015, as

### **National Slavery and Human Trafficking Prevention Month**

*In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12<sup>th</sup> day of January, 2015.*

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

\_\_\_\_\_  
Date

**MINUTES**  
**GIG HARBOR PARKS COMMISSION**  
**Wednesday, October 1, 2014 – 5:30 p.m.**  
**Community Rooms A/B**

**CALL TO ORDER / ROLL CALL:**

Parks Commissioner - Nick Tarabochia: Present  
Parks Commissioner - John Skansi: Present  
Parks Commissioner - Doug Pfeffer: Absent  
Parks Commissioner - Christine Hewitson: Present  
Parks Commissioner - Sara McDaniel: Absent  
Parks Commissioner - Nicole Hicks: Present  
Parks Commissioner - Gregg Vermillion: Present  
Staff - Terri Reed: Present  
Staff - Jeff Langhelm: Present  
Staff - Dennis Troy: Present  
Staff - Greg Foote: Present

**APPROVAL OF MINUTES:**

Approval of August 6, 2014 and September 3, 2014 Minutes

Parks Commissioner - Christine Hewitson: Motion  
Parks Commissioner - Nicole Hicks: 2nd  
Parks Commissioner - Nick Tarabochia: Absent  
Parks Commissioner - John Skansi: Approve  
Parks Commissioner - Doug Pfeffer: Absent  
Parks Commissioner - Christine Hewitson: Approve  
Parks Commissioner - Sara McDaniel: Absent  
Parks Commissioner - Nicole Hicks: Approve  
Parks Commissioner - Gregg Vermillion: Approve

**OLD BUSINESS:**

Harbor Hill Park Visioning

Associate Planner Troy explained to the Parks Commission that City Council has given direction to take a second look the vision created for the Harbor Hill Park property. In November, the preferred alternative will be presented to a set of expanded stakeholders at a workshop to review and provide additional input or ideas. Invitation to this workshop will be extended to adjacent neighborhoods to the property. A public Open House will occur a couple of weeks after the workshop. The consensus will then be presented to the Public Works Committee for approval to forward the plan to City Council.



[Old Burnham Properties Visioning](#)

Public Works Director Langhelm recapped the September Parks Commission site visit to the Old Burnham Properties. He let the Park Commission know that continuing with the visioning for the property would be delayed until spring due to a Planning department staff shortage to lead that process. Commissioners should email any thoughts/ideas to Ms. Reed in the meantime.

Commissioner Vermillion asked about the timeline for the Crescent Creek Park visioning. Mr. Langhelm explained that it would be contingent on the 2015 budget funding request being approved so that a consultant could be hired to lead that process.

**NEW BUSINESS:**

None

**PARK UPDATES:**

[Grandview Forest Park Tree Evaluation](#)

Public Works Director Langhelm reviewed the tree evaluation report that had been completed at Grandview Forest Park. He outlined the recommendations received for Douglas fir tree removal and monitoring which will be forwarded to the Public Works Committee.

**PUBLIC COMMENT: None**

**ADJOURN: 6:10pm**



# City of Gig Harbor

## Finance & Safety Committee Minutes

*Council Committee Arbenz, Ekberg, and Perrow*

**December 15, 2014 – 4:00 p.m.**  
**Executive Conference Room**

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**Call to Order:** 4:00 p.m.

**Roll Call:**

Present: Councilmembers Arbenz, Ekberg and Perrow. Human Resource Analyst Mary Ann McCool, Finance Director David Rodenbach, City Administrator Ron Williams, Senior Accountant Jaci Auclair, and Finance Technician Michael Williams.

**New Business:**

1. Review of Assoc. of Washington Cities Retro Program(AWCRP) Finance Director David Rodenbach reviewed the AWCRP explaining the L & I Program of retro, the AWC pooling for reduced costs and help manage safety programs. The City of Gig Harbor has received one AWC Retro Performance Ranking Assessment, it was due to a claim that did not involve the City of Gig Harbor. The AWCRP has a Back to Work program and data base to help reduce the lost time claims. The AWCRP has a Safety Certified program for employees, if 2 employees are safety certified through the Retro Academy a reduction of rates is available. Approximate L & I premiums, membership fees for the AWCRP and refunds were discussed. AWCRP's goals are to help cities in not getting assessments and to help lower experience factors thus reducing costs. Motto – Every Employee, Home Safe, Every Night.

2. Review of 2014 Summary of Employee Claims, Vehicle/Equipment/Property Human Resource Analyst Mary Ann McCool presented the report. Changes to items were discussed. VEP-5 is still open in investigation. Police Chief Busey is still waiting for the investigation by Washington State Patrol.

Ron Williams discussed the possibility of getting a different insurance covering police vehicles. Instead of market value from an insurance company settlement it would be replacement value.

More information was requested on two of the vehicle claims, and will be provided. Procedure was discussed on one of the Personal Injuries.

Adjustments to future reports to split the lost days and restricted days into separate columns.

**Adjourn:** 4:15 p.m.

**Next Meeting Date:** March 16, 2015

Report to the City of Required Public Activities

Gig Harbor Canoe & Kayak Racing Team

December 19, 2014

Presented by:

GHCKRT Site Compliance Committee

GHCKRT Board of Directors

Pursuant to the Facility Use Agreement between the City of Gig Harbor and Gig Harbor Canoe and Kayak Racing Team (GHCKRT) dated December 7, 2014, we are pleased to submit the attached report of public benefit activities for the prior six months (July – December 2014) as entered in **bold text**. This is in compliance with item 8 of the facility use agreement.

The Gig Harbor Canoe & Kayak Racing Team (GHCKRT) has been actively engaged in the public benefit activities outlined in the facility use agreement. The public benefit has been for both the participants and the general public and is considered as in-kind compensation for use of the property. The activities are detailed and referenced by subsection below.

- A. Direct benefits to the participating youth
  - a. Safe, health, and physical activity

Members of the GHCKRT have participated in over **400 hours per paddler of time in the past year** on the water learning and improving their skills in sprint canoes and kayaks. **The development camps this summer introduced the sport to more than 40 new youth.**

- b. The opportunity to explore the harbor in human-powered watercraft

As stated in item (a) above, team members have spent **over 400 hours per paddler on the water in the past year.** The youth have been out in rain, sun, wind, low-tide, high-tide, busy traffic, and no traffic. They have been able to use the harbor not only for perfecting their chosen sport, but for spiritual sustenance, nature appreciation, and fun. Their unique perspective by being so close to the water is an experience they love and recharges them each day.

- c. The opportunity to embrace Olympic ideals

*The Olympic motto is "CITIUS-ALTIUS-FORTIUS" or "FASTER – HIGHER – STRONGER"*

*Olympic maxim: The most important thing in the Olympic Games is not winning but taking part; the essential thing in life is not conquering but fighting well.*

*"Olympism is a philosophy of life, exalting and combining in a balanced whole the qualities of body, will and mind. Blending sport with culture and education, Olympism seeks to create a way of life based on the joy found in effort, the educational value of good example and respect for universal fundamental ethical principles. The goal of Olympism is to place sport at the service of the harmonious development of man, with a view to promoting a peaceful society concerned with the preservation of human dignity." (Olympic Charter, Fundamental Principles, paragraph 1, 2)*

#### **GHCKRT and Olympic Ideals**

In addition to the Olympic motto, maxim, and definition of Olympism above, the International Olympic Committee has embraced three core values: Excellence, Friendship, and Respect. GHCKRT is a prime example of all of these Olympic ideals. We are a team that has produced top athletes in the field of flat-water canoe/kayak sprint and we hope to continue to do so, but that is not our only goal. The journey of each athlete is a prime focus of the team, and we strive to impart skills and attitudes that will

help the athletes not only in their sport, but in their life. GHCKRT welcomes all who are interested and, through our development program, provides the opportunity for each athlete to participate at the level they are able (both physical and financial).

Our team imparts the value of giving one's best (whatever that level is at that time). Winning is but one aspect of focus. Athletes learn to set personal goals, work toward them, and make progress on the water, in the gym, and in their daily lives. Every individual learns the rewards of having a strong body, mind, and will.

The camaraderie of the team is infectious. This is truly a team, not a harsh competitive environment. The friendships that develop through practice and competition provide the athletes bonds that develop regardless of where you live, what school you go to, or what religion you are. Respect is given because all understand the dedication it takes to commit to this sport. Commitment is seen in physical fitness, fair play, good sportsmanship, and team support.

Sport can be one the major influences on our youth. GHCKRT embodies Olympism and is a safe harbor for the kids of Gig Harbor and the surrounding areas to develop healthy lifestyles and strong life skills.

d. The opportunity to represent our community and country in international competition

- **USACK Nationals were held in Lake Lanier, Georgia on July 31<sup>st</sup> through August 2<sup>nd</sup>. GHCKRT won the team points for the third year in a row, in addition to the many category titles (Bantam, Juvenile, and Junior most points received) and individual medals/ribbons won.**
- **Ten team athletes participated in the 2014 Lake Placid International Regatta.**
- **Six team athletes participated in the 2014 Junior World Championship in Szeged, Hungary.**
- **Andrew Field participated in the 2014 Pan American Championships in Mexico City.**
- **Megan Blunk participated in the 2014 ICF Canoe World Championships in Moscow.**
- **Kenny Kasperbauer and Ryan Grady from GHCKRT helped represent the United States in the Olympic Hopes Regatta in Slovakia.**
- **Morgan Bevin competed in the 2014 ICF Canoe Marathon World Championship.**
- **The team won the 2014 Pacific Cup in British Columbia on September 27-28 for the second year in a row.**

Please see the team website for detailed results of all of the above.

B. Source of pride for the community

**It has been a good year for news articles and awareness of GHCKRT. More and more people in the community are learning about this sport and the role GHCKRT has to play in it nationally. The events listed above and the recognition GHCKRT receives from them highlight that strong athletes can come from small but strong communities.**

**In the fall, GHCKRT participated again in the Donkey Chum Festival. A large group of paddlers joined in our long distance paddle and enjoyed a wonderful fall day.**

C. Daily clean-up of Gig Harbor waters by GHCKRT

**Athletes and safety boats continue to gather and dispose of trash that is found in the harbor each time they are out on the water.**

D. Daily clean-up of Property by GHCKRT

After every practice, all athletes are responsible for tidying up after themselves around the storage racks and the Property. In addition, older athletes are responsible for a final check of the Property to make sure personal items, trash, etc. are cleaned up.

E. Quarterly clean-up of Property beach to mean lower-low water by GHCKRT

**GHCKRT has conducted the four beach clean-ups this year. Clean-up took place before practice on the last two dates to coincide with low tide. Pounds of broken glass were picked up in addition to other trash. On November 1<sup>st</sup>, the team also picked up candy wrappers left in the park from the downtown trick-or-treat the night before.**

Saturday, March 15 if (low tide +3.6 at 11:55am)

Saturday, June 28 (low tide at 12:35 -1.3)

**Saturday, September 6 (low-tide at 9:26am -0.6)**

**Saturday, November 1 (low tide at 6:20 am at 1.6 ft)**

F. Yearly public presentation at the Property demonstrating the GHCKRT program and awards, participant skills, and local talent

On April 5<sup>th</sup> and 6<sup>th</sup> of the current year, GHCKRT sponsored and held the third annual Gig Harbor Paddlers Cup. We had races in both long distance and sprint in many types of boats. Our local team had strong participation. Despite the typical Northwest weather, we had a good weekend for demonstrating our team and the different disciplines available in watersport.

**In the fall, we hosted races during the Chum Festival where our international athletes and their performance over the summer were recognized.**

- G. Year-round interpretive display on, or adjacent to, the portable boat storage racks identifying the benefits of exercise and the skills of canoeists and kayakers.

**We have collaborated with a former team member to create the attached interpretive display.  
(See file attached file - Interpretive Sign for GHCKRT.pdf)**

# SPRINT CANOE & KAYAK

## WHAT IS SPRINT CANOE & KAYAK?

Requiring sustained bursts of speed and power, Sprint Canoe & Kayak offers thrilling, down-to-the-wire finishes. The histories of the canoe and the kayak go back hundreds of years, but it wasn't until the middle of the 19th century that the first official canoe and kayak races were held. At the Olympic Games, the sport now takes two forms, the older of which is the power-packed, fiercely competitive Canoe Sprint discipline—head-to-head races over still water.

Canoe Sprint events are head-to-head races conducted on still water, as opposed to the white-water time trials of the Canoe Slalom competition. Athletes race either single (men's K1/C1 and women's K1/C1), in pairs (men's K2/C2 and women's K2/C2) or in fours (men's K4/C4 and women's K4/C4) across 1000, 500, and 200 meters.

### HOW DO ATHLETES COMPETE?

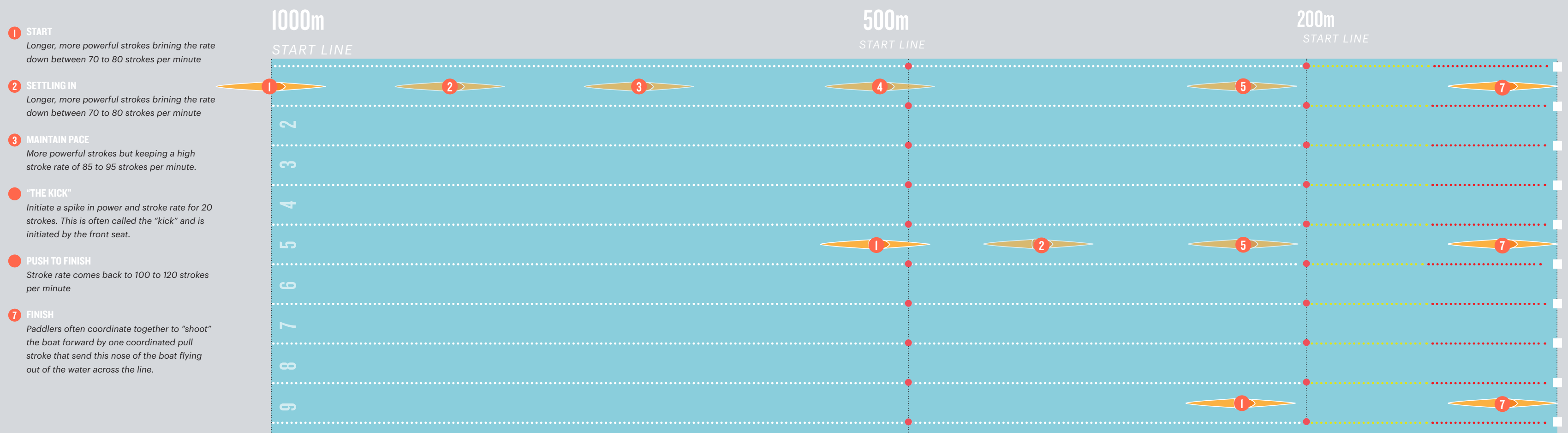
#### RACE PLAN

Each racing distance requires a different type of race plan to guarantee success. These plans are critical in the team boats as it is important to time specific shifts in strategy with teammates as the race goes along.

### WHO IS THE BEST IN THE NATION?

#### GIG HARBOR CANOE AND KAYAK RACING TEAM

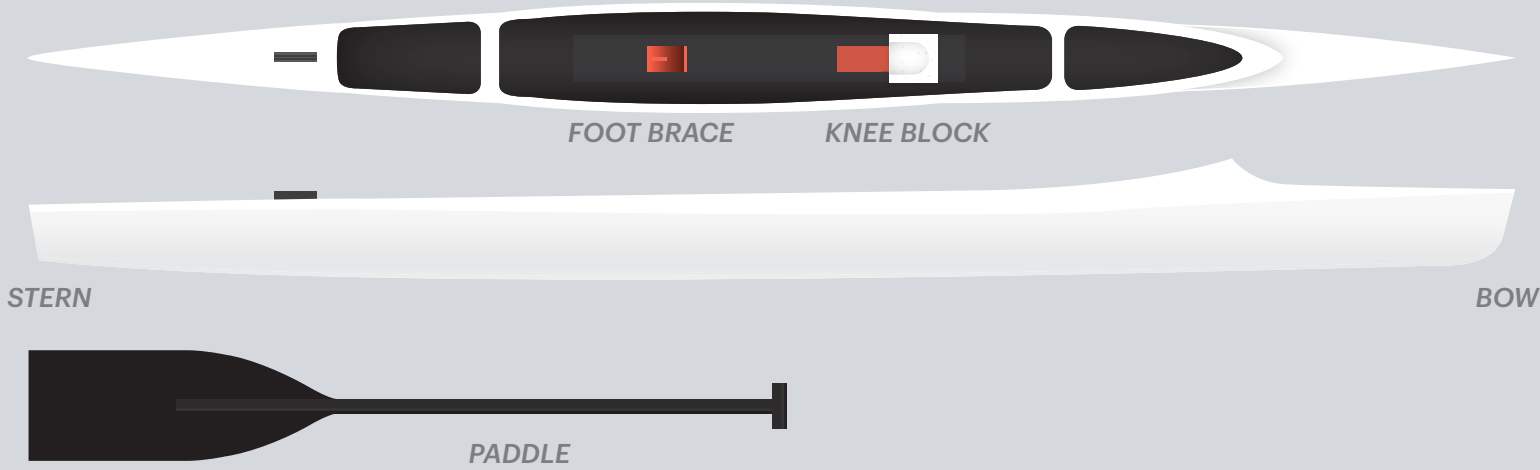
Since its inception in 2002, GHCKRT has been a dominant presence in the sport producing top level athletes. They are the reigning, three-time National Championship winners and have had athletes representing the USA in international competition since 2007.





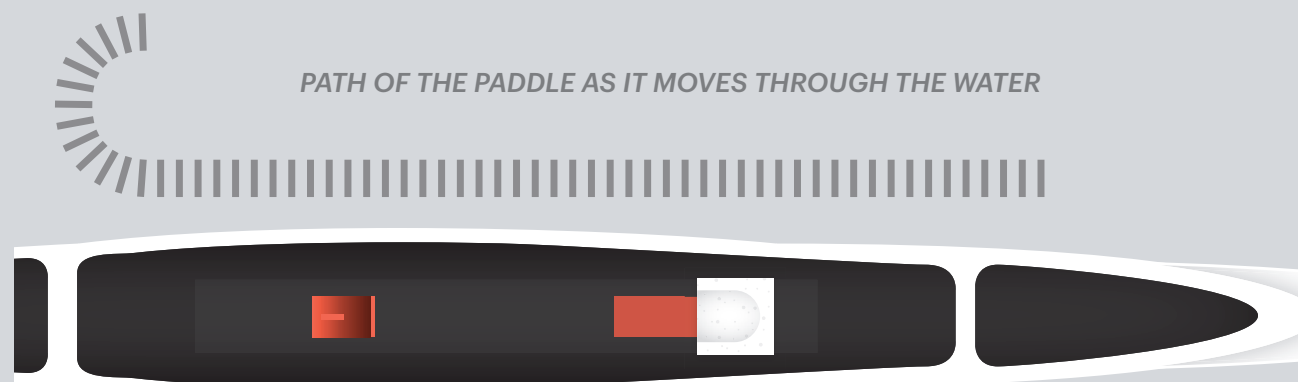
## A TALE OF TWO DISCIPLINES

# CANOE



### HOW DO YOU STEER?

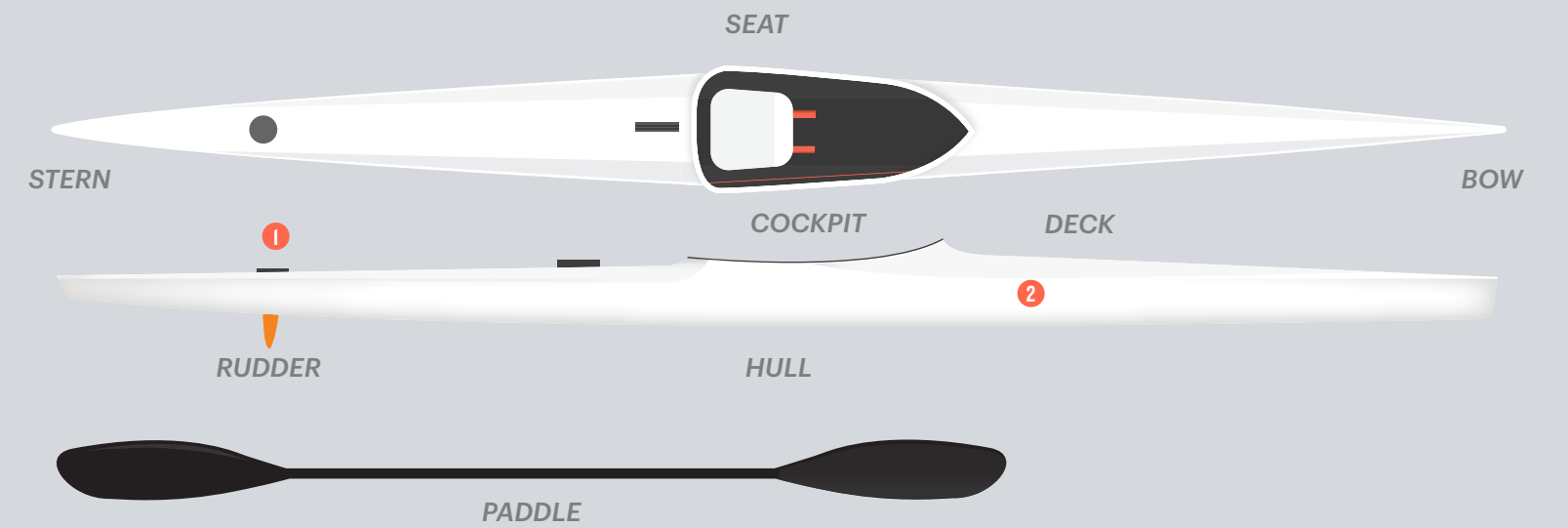
#### J-STROKE



#### IT'S ALL IN THE WRIST

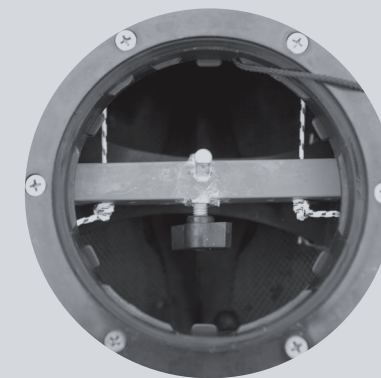
Since the canoe has no steering mechanism, athletes must curve the end of each stroke, making a "J" shape with the paddle in order to keep the canoe moving straight through the water.

# KAYAK



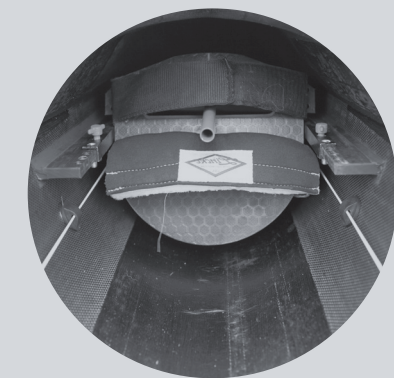
### HOW DO YOU STEER?

#### RUDDER & FOOT BAR



#### 1 RUDDER CAGE

The steer bar the rests between the athletes feet are attached to two cables that run the length of the boat back to the rudder cage. The central bar anchors the rudder which allows the athlete to steer the boat keeping it in a straight line.



#### 2 FOOT REST AND STEER BAR

The foot brace in combination with footstrap allows the athlete to create torque and power with the legs that aid in propelling the boat forward. The steer bar rests snugly between the athlete's feet in order to make adjustments so the boat continues in a straight line.



## Planning Department Meeting Minutes

<b><u>MEETING TYPE</u></b>	Joint Planning Commission / Design Review Board
<b><u>MEETING DATE</u></b>	June 26th, 2014
<b><u>STAFF</u></b>	Lindsey Sehmel, Peter Katich, Megan Fabiani Scribe - Cindy Andrews,
<b><u>PRESENT</u></b>	Planning Commission Members - Harris Atkins, Chair, Jim Pasin, Vice Chair, Pamela Peterson, Bill Coughlin, Craig Baldwin. Design Review Board Members – Darrin Filand, Chair, Brett Desantis, Joy Peterson
<b><u>START TIME</u></b>	5:12 p.m.

### **1. Historic District Railing Standards:**

Design Review Board members will provide the Planning Commission with their rationale for recommending approval of the March 6<sup>th</sup>, 2014 draft ordinance originally provided to the Planning Commission for review at its April 17<sup>th</sup>, 2014 meeting. Staff is seeking the Planning Commission's Final recommendation on the draft ordinance.

**Discussion:** Opening summaries provided by Planning Commission Chair, Harris Atkins and Design Review Board Chair, Darrin Filand.

#### **Item #1. 17.99.545 – Railings – Historic district**

Discussion of item B. 1. – Railings Design.

**MOTION:** To adopt the Design Review Board proposal for railings in the historic district as presented.

Coughlin/Baldwin - Motion carried with all in favor, none opposed.

**AMENDMENT:** To remove the last sentence from item B.1.c., "rails, posts and caps shall have the appearance and dimensions of standard lumber products".

Coughlin/Baldwin – Motion carried with all in favor, none opposed

#### **Item #2. 17.99.545 – Railings – Historic district**

Discussion of item B. 2. – Railings Styles.

**MOTION:** Revise the first line in B.2 to state "in all cases continuity of design shall be utilized on any one level of residential and commercial structure".

Desantis/Baldwin – Motion carried with all in favor, none opposed.

**AMENDMENT:** To apply the direction of the motion to item A.2.

Atkins / Motion carried with all in favor, none opposed.

**MOTION:** To direct staff to prepare notice of recommendation with the changes being to remove the last sentence from B. 1. c. and the rewrite of the first sentence in A.2 & B.2 to promote continuity of design.

Atkins / Motion carried with all in favor, none opposed.

**Adjournment:**

**Motion:** Move to adjourn at 6:25 p.m. Atkins/Desantis – Motion carried.



## Planning Department Meeting Minutes

<b><u>MEETING TYPE</u></b>	Design Review Board
<b><u>MEETING DATE</u></b>	July 10 <sup>th</sup> , 2014
<b><u>STAFF</u></b>	Peter Katich, Scribe - Cindy Andrews
<b><u>PRESENT</u></b>	Design Review Board Members – Darrin Filand, Chair, Rick Gagliano, Vice Chair, David Fisher, Ray Gilmore, Brett Desantis, Joy Peterson
<b><u>START TIME</u></b>	5:06 p.m.

- 1. Tahoma Design Group – Dale Couture, 2215 North 30<sup>th</sup>, Street, Ste #205 Tacoma, WA 98403** – Request for Design Review Board meeting for St. Anthony’s Medical building exterior Improvements, (PL-DRB-13-0004). The applicant proposes the exterior remodel of an existing, three-story, 69,000 square foot office building. A new building entrance together with new siding, windows, cornice detail and lighting is proposed. Four (4) design alternatives have been proposed to the design requirements of Gig Harbor Municipal Code (GHMC) Chapter 17.99. The project is located at 4700 Point Fosdick Dr., Gig Harbor.

Opening statements provided by Design Review Board Chair, Darrin Filand, addressing Ex Parte communication, recusal and appearance of fairness.

Project summary provided by Senior Planner, Peter Katich and applicant Dale Couture. Mr. Katich made a correction for the record, page 2, IV B second sentence of the staff report was corrected to state that, “The DRB will make a recommendation to the Planning Director for approval or denial of the application.”

Design Review Board members discussed the design differences of the two buildings in particular the windows, window colors and window design. Members discussed overall design and the attempted merge of two different building styles. Simplicity and cost were also discussed. Members were poled.

**MOTION:** To reject application as presented on all counts proposed alterations are not compatible with the existing building type or structure and an attempt to prescriptively apply the Design Manual the intent has not been met.

Recommendation to the applicant to resubmit the alternative design proposal that is in keeping with the modern style of this building that considers the emission of the

parapet a color that is more complimentary to the existing glass and reduces the amount of trims or other things that are non-modern in characteristics.

Filand / Gagliano - Motion carried with all in favor, none opposed.

**Adjournment:**

**Motion:** Move to adjourn at 6:01 p.m. Filand / Fisher – Motion carried.



## Planning Department

<b><u>MEETING TYPE</u></b>	Design Review Board
<b><u>MEETING DATE</u></b>	July 24 <sup>th</sup> , 2014
<b><u>STAFF</u></b>	Jennifer Kester, Planning Director, Peter Katich, Scribe - Cindy Andrews
<b><u>PRESENT</u></b>	Darrin Filand, Chair, Rick Gagliano, Vice Chair, Peter Norman, David Fisher, Brett Desantis.
<b><u>START TIME</u></b>	5:05 p.m.

### **1. Harbor Hill LLC., 19950 7<sup>th</sup> Ave NE. Ste. #200, Poulsbo, WA 98370-7405**

Request for Design Review meeting (PL-DRB-14-0086) the applicant requests a pre-application review of its Village Center project proposed for Lot 6 of the Harbor Hill Business Park. The 18.56 acre site is proposed to be developed with a pedestrian-oriented retail center serving the Harbor Hill area of Gig Harbor. A total of 89,760 square feet of retail, restaurant and bank space is proposed, including a 34,400 square foot grocery store building and 17,000 square foot drug store. Access to the site would be provided via one driveway from Borgen Boulevard abutting on the north and two driveways from Harbor Hill Drive abutting on the west. The project is located at 11011 Harbor Hill Dr., in Gig Harbor.

Opening statements and call to order provided by Chairman Darren Filand.

Project summary and history of Gig Harbor North provided by Senior Planner, Peter Katich and Planning Director, Jennifer Kester.

Applicant summary and project history provided by John Chadwell Olympic Property Group.

Mr. Katich discussed the original (expired) and proposed development agreements, addressing terms of the original agreement, minimum lot widths, minimum setbacks, (front, rear and side yard) minimum street frontage, building footprints and residential uses. Mr. Katich also discussed the expansion of the site by 180 feet to the south since the approval of the original development.

Applicant proposal presented by Allen McWain of BCRA. Mr. McWain discussed proposed pedestrian access and orientation, vehicle lane size and circulation, screening and visibility, connection to wetlands, main entrance, building orientation and site topography.

Design Review Board members discussed focal points, hierarchy in building designs and visibility. Members also discussed internal circulation of vehicles, plaza designs, building configurations, mixed uses, tree retention, pedestrian and vehicle circulation. Members suggested that the applicant return with revised designs including elevations and topography. Mr. Chadwell suggested an onsite tour of the site. Dates were discussed for the applicant to return to the Design Review Board.

**Adjournment:**

**Motion:** Move to adjourn at 6:51 p.m. Filand / Gagliano – Motion carried.

## Minutes


**City of Gig Harbor Design Review Board  
Meeting of October 9th, 2014  
Civic Center, 3510 Grandview Street  
5:00 PM**

### 5:00 p.m. - Call to order, roll call

[DRB Member, Chair - Darrin Filand: Present](#)  
[DRB Member, Vice Chair - Rick Gagliano: Absent](#)  
[DRB Member - David Fisher: Absent](#)  
[DRB Member - Brett Desantis: Present](#)  
[DRB Member - Ray Gilmore: Present](#)  
[DRB Member - Joy Peterson: Present](#)  
[DRB Member - Peter Norman: Present](#)  
[Staff - Cindy Andrews: Present](#)  
Staff - Peter Katich: Present

### New Business

1. [Miles Yanick & Company Architects, 600 Winslow Way East, Suite 247, Bainbridge Island, WA 98110](#). - Request for Design Review meeting (PL-DRB-14-0013) for the proposed Ship to Shore Complex, for the approval of design alternatives to the requirements of the city's Design Manual (GHMC 17.99) that address mass and scale (GHMC 17.99.380) for the north and south exterior elevations of the south building and all exterior elevations on the north building. Also requested, is a design alternative to the solid/void ratio requirement (GHMC 17.99.530) for the east and south exterior elevations of the south building and the west and north exterior elevations of the north building. The project is located at 3323 Harborview Drive.

 **Staff Report** - Senior Planner, Peter Katich summarized the staff report and proposed project. Mr. Katich discussed mass and scale design alternatives and solid void design alternatives. Mr. Katich continued by discussing the solid void ratio on south building.

Applicant Presentation: Joe Peterson of Miles Yanick & Company Architects presented the applicant summary. Ms. Peterson discussed the existing facility and current uses. Ms. Peterson presented a site plan showing the current Arabella's landing site, the existing structures along with the proposed two new buildings. Ms. Peterson discussed mass and scale, elevations, window details/style and proportion, off-sets related to the smaller footprint of the building, solid void ratio and design. A power point presentation was provided to demonstrate the project.

[Mr.](#) Katich suggested that Ms. Peterson discuss the central courtyard. Ms. Peterson provided slides and discussed the courtyards features. Mr. Katich also discussed



the Shoreline Master Program requirements for public access.

DRB members discussion: 1) Long Low Wall Planes. 2) Solid Void Ratio.

John Moist 2232 Harborview Dr. Mr. Moist ask to address the board members. Mr. Moist wanted to point out his efforts to reach out to the neighboring property owners providing them the opportunity to discuss his proposal and provide their comments. Mr. Moist noted that he had received positive response from his neighbors.

DRB members Discussion: Chair Filand discussed item 1) long wall planes, noting that it was less of an issue and he had no concerns with this item. DRB members also had no concerns.

Mr. Filand discussed item 2) solid void ratio: explaining the intent and noting his concern with this item. DRB members discussed item 2 also discussing awnings, canopy overhangs on the south building, north doorway vs the south doorway, and the over use of the bay windows on the north building. Ms. Peterson discussed the use of display windows. Mr. Katich reviewed the design manual with regards to false/display windows. DRB members discussed the display and bay windows.

Art Broback – 3402 Harborview Dr. / 3616 Soundview Drive in University Place (mailing address) Mr. Broback asked to address the board to speak in favor of the project asking only that canopies not be allowed so as to not block the view from the neighboring homes.

DRB Members took a straw poll - Item 1) Long Low Wall Planes. Members were ok with item 1. Item 2) Solid Void Ratio – Chair, Darin Filand – stated that he would not approve, DRB member Brett Desantis disagreed explaining that she would move for approval if the bay windows were removed from the south west and south east of the north building facing the courtyard. Member Ray Gilmore agreed with Ms. Desantis. Member Peter Norman also agreed with Ms. Desantis adding that he would like to bring the door out on the south building flush with the façade. Member Joy Peterson also agreed with Ms. Desantis and Mr. Norman.

Motion: The DRB finds to accept staff findings for Item 1) Avoiding long low wall plains the DRB finds that proposed design alternative represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying the specific requirement, and, that the alternative design meets the intent of the general requirements of GHMC Chapter 17.99 based on the applicant's efforts to provide modulation and visual interest through the provision of wall plane off-sets at building entry points and through the use of project bay-style storefront and display windows.

DRB Member, Chair - Darrin Filand: Motion

DRB Member - Peter Norman: 2nd

DRB Member, Chair - Darrin Filand: Approve

DRB Member, Vice Chair - Rick Gagliano: Absent

DRB Member - David Fisher: Absent

DRB Member - Brett Desantis: Approve

DRB Member - Ray Gilmore: Approve

DRB Member - Joy Peterson: Approve

DRB Member - Peter Norman: Approve

Motion carried - All in favor

Chair Filand read staffs findings on item 2) Solid void ratio:

Motion: To amend staff findings to approve revision to the south façade of the north building bay windows, south elevation to the southeast and south west bay window be removed and in their place the windows be along the same plane as the exterior building wall.

DRB Member - Brett Desantis: Motion  
DRB Member - Ray Gilmore: 2nd  
DRB Member, Chair - Darrin Filand: Approve  
DRB Member, Vice Chair - Rick Gagliano: Absent  
DRB Member - David Fisher: Absent  
DRB Member - Brett Desantis: Approve  
DRB Member - Ray Gilmore: Approve  
DRB Member - Joy Peterson: Approve  
DRB Member - Peter Norman: Approve

Motion carried – All in favor.

Chair Filand asked for additional discussion of the south elevation door, offering additional suggestions for adding a canopy over the door.

Motion to Amend: The original findings for the south elevation of north building that also use a singular solid canopy between the modulated walls of the entry projecting out as far as the applicant desires running from the west wall to the east wall of the recess and also on the north elevation of the south building that a similar canopy and entry and wall modulation be used.

DRB Member, Chair - Darrin Filand: Motion  
DRB Member - Peter Norman: 2nd  
DRB Member, Chair - Darrin Filand: Approve  
DRB Member, Vice Chair - Rick Gagliano: Absent  
DRB Member - David Fisher: Absent  
DRB Member - Brett Desantis: Approve  
DRB Member - Ray Gilmore: Approve  
DRB Member - Joy Peterson: Approve  
DRB Member - Peter Norman: Approve

Motion on amendment carried - All in favor

Chair Filand asked for further discussion on original and amendment motions. No further discussion.

Chair Filand called for the question for the DRB members to accept staffs findings on the original motion and the amended motion. All in favor

Project time line discussed

2. Tahoma Design Group– Dale Couture, 2215 North 30<sup>th</sup> Street, # 205, Tacoma, WA 98403 - Request for Design Review meeting (PL-DRB-13-0004) for the exterior remodel of an existing, three-story, 69,000 square foot

trim detail and lighting is proposed. Two (2) design alternatives have been proposed to the design requirements of Gig Harbor Municipal Code (GHMC) Chapter 17.99. They include: 1) the use of EIFS-type siding on the building exterior in quantities greater than the maximum 20% allowed per GHMC Section 17.99.420 and, 2) the use of “upward” directional lighting rather than the code required downward directional lighting per GHMC 17.99.460. The project is located at 4700 Pt. Fosdick Drive, Gig Harbor.

 [←Staff Report](#)

Senior Planner, Peter Katich provided a summary of the project staff report. Mr. Katich also provided a brief history of the project previously presented before the DRB members.

**Applicant** presentation: Mr. Dale Couture of Tahoma Design Group provided a summary of the project specific points discussed were the cornice replacement and the window glazing.

Chair **Darren Filand** discussed the lighting.

Mr. Katich affirmed that the glazing of the windows would now be darker color.

**DRB member discussion:** DRB members addressed the color of building and window glazing.

Motion: Move to accept the proposed design solution that satisfies the findings as drafted by staff

[DRB Member, Chair - Darrin Filand: Motion](#)  
[DRB Member - Peter Norman: 2nd](#)  
[DRB Member, Chair - Darrin Filand: Approve](#)  
[DRB Member, Vice Chair - Rick Gagliano: Absent](#)  
[DRB Member - David Fisher: Absent](#)  
[DRB Member - Brett Desantis: Approve](#)  
[DRB Member - Ray Gilmore: Approve](#)  
[DRB Member - Joy Peterson: Approve](#)  
[DRB Member - Peter Norman: Approve](#)

**Downward directional lighting:**

Motion: to accept the lighting as proposed.

[DRB Member, Chair - Darrin Filand: Motion](#)  
[DRB Member - Brett Desantis: 2nd](#)  
[DRB Member, Chair - Darrin Filand: Approve](#)  
[DRB Member, Vice Chair - Rick Gagliano: Absent](#)  
[DRB Member - David Fisher: Absent](#)  
[DRB Member - Brett Desantis: Approve](#)  
[DRB Member - Ray Gilmore: Approve](#)  
[DRB Member - Joy Peterson: Approve](#)  
[DRB Member - Peter Norman: Approve](#)

Motion passed – All in favor.

## **Other Business**

Approval of Minutes

Discussion of upcoming meetings    October 23rd, 2014

## **Adjournment**

### **Motion to adjourn**

DRB Member, Chair - Darrin Filand: Motion  
DRB Member - Joy Peterson: 2nd  
DRB Member, Chair - Darrin Filand: Approve  
DRB Member, Vice Chair - Rick Gagliano: Absent  
DRB Member - David Fisher: Absent  
DRB Member - Brett Desantis: Approve  
DRB Member - Ray Gilmore: Approve  
DRB Member - Joy Peterson: Approve  
DRB Member - Peter Norman: Approve

**Please note:** Although public attendance is encouraged, this is a public meeting not a public hearing.







## Minutes

City of Gig Harbor Design Review Board  
Meeting of October 23<sup>rd</sup>, 2014  
Civic Center, 3510 Grandview Street  
5:00 PM

### 5:00 p.m. - Call to order, roll call

DRB Member - Rick Gagliano: Present  
DRB Member - David Fisher: Present  
DRB Member - Darrin Filand: Present  
DRB Member - Brett Desantis: Present  
DRB Member - Ray Gilmore: Present  
DRB Member - Joy Peterson: Present  
DRB Member - Peter Norman: Present  
Staff - Kristin Moerler: Present

### New Business

1. [Barghausen Consulting Engineers Inc., 18215 72<sup>nd</sup> Ave South, Kent WA 98032](#)       – Request for Design Review meeting (PL-DRB-07-0013) for the proposed construction of 4 commercial buildings totaling 28,120 square feet of floor area and associated parking. Drive-through facilities are proposed on three of the buildings. Project also includes temporary and permanent wetlands and stream impacts with related mitigation. The project is located on Canterwood Blvd across the street from St. Anthony's Hospital, approximately 10700 Canterwood Blvd.

Chairman Darrin Filand introduced the project and Associate Planner Kristin Moerler gave a history of the project dating back to 2006 and some of the challenges associated with the site.

[Paul Cyr and Jason Hubble from Barghausen Consulting Engineers briefed the Planning Commission on the current proposal.](#)

Discussion followed on the number of buildings and the circulation within the site along with other design elements.

### Other Business

Discussion of upcoming meetings. The next meeting is scheduled for November 13, 2014. Chairman Filand stated he would not be in attendance.

### Adjournment

**MOTION:** Move to adjourn at 6:33 pm. Gilmore/Norman – Motion carried.

**Please note:** Although public attendance is encouraged, this is a public meeting not a public hearing.

## Minutes

**City of Gig Harbor Design Review Board  
Meeting of November 13<sup>th</sup>, 2014  
Civic Center, 3510 Grandview Street  
5:00 PM**

### **5:00 p.m. - Call to order, roll call**

00:00:21

DRB Member - Rick Gagliano: Present

DRB Member - Brett Desantis: Present

DRB Member - Ray Gilmore: Present


DRB Member - Joy Peterson: Present

DRB Member - Peter Norman: Present

Staff - Peter Katich: Present

Acting Chair Rick Gagliano asked if there were any appearance of fairness issues, there being none he invited the applicant to present their project.

### **New Business**

1. **Rice Fergus Miller, c/o Suzanne Pontecorvo – 275 5<sup>th</sup>, St Ste. 100, Bremerton, WA 98377** –  Request for Design Review meeting (PL-DRB-13-0012) for the approval of an continuing care retirement community including 266 independent senior apartments, 10 detached cottage units, 68 assisted living/memory care units and 45 skilled nursing beds along with related support facilities and parking. The project would contain approximately 635,386 square feet of gross floor area. The project is located on the south side of Borgen Blvd within the Harbor Hill Residential Plat /PRD. The site is located approximately 1,500 feet east of the intersection of Borgen and Harbor Hill Drive.

Jeremy Sutherland and Jeff Weiss from Rice Fergus Miller presented the revisions made in response to comments from previous meetings. Mr. Sutherland noted that the most significant change was that the health center program had changed increasing the number of assisted living units by adding another floor. He went over other design changes.

Each Design Review Board member took a turn asking clarifying questions.

Senior Planner Peter Katich said he will provide the applicant with resubmittal review notes and then following that a staff report with analysis. He also noted that a full site plan was still needed.

**Adjournment**

Motion to adjourn at 6: 05 pm. Gilmore/DeSantis – Motion carried.

**Please note:** Although public attendance is encouraged, this is a public meeting not a public hearing.



**Draft Minutes**  
**City of Gig Harbor Planning and Building Committee**  
**Gig Harbor Civic Center, Planning Conference Room**  
**Monday, November 3, 2014**  
**5:30 p.m.**

Councilmember Paul Kadzik called the meeting to order at 5:30 pm.

**Roll Call:**

Position #3 - Casey Arbenz: Present  
Position #6 - Michael Perrow: Present  
Position #7 - Paul Kadzik: Present  
Staff - Diane McBane: Present  
Staff - Jennifer Kester: Present  
Staff - Paul Rice: Present

1. [Fee Schedule Update](#)  

Departments have reviewed the existing fee schedule and proposed changes where necessary to better reflect City costs. No across-the-board increases are proposed.

Planning Director Jennifer Kester went over the changes to proposed changes to the fee schedule. Paul Rice noted that the hourly base rate was being proposed to be changed and was still lower than most other jurisdictions.

2. [Cozart Plat Street Names](#)

Paul Rice went over the applicant's desire to name a street within their plat Soundview Ln. This plat is within the Historic Naming District and therefore; would need to have a historic name chosen unless the City Council accepted their proposal. It was agreed to send the proposal forward to the full Council.

3. [Review of Proposed 2014 Housekeeping Amendments](#)  

Review proposed text amendments to Title 16 Subdivisions, Title 17 Zoning, Title 19 Administration of Development Regulations to clarify permitting procedures, correct errors and omissions, reduce the need for interpretations and improve customer service.

Ms. Kester reviewed the proposed housekeeping amendments to Titles 16, 17 and 19. She highlighted the items that seemed to encompass the biggest change.

4. [Planning Commission Work Program](#)  

Review potential 2015 long range and Planning Commission work program for

recommendation to the whole City Council.

Ms. Kester went over the proposed schedule and asked the committee for input on the priorities in the work program. Mr. Katich expressed his desire to have the cottage housing item added to the work program. It was agreed that the cottage housing item should be on the 2015 work program followed by the code amendments related to the Harbor Element, the removal of the Mixed Use District overlay and the Economic Development Element update toward the end of the year.

**Adjournment**

The meeting was adjourned at 6:09 p.m.



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

**Subject:** Dedication of Right-of-Way agreement and Bill of Sale for Lift Station 21A – Hunt Skansie Land LLC

**Proposed Council Action:**  
Approve Dedication of Right-of-Way agreement and Bill of Sale and authorize the Mayor to sign documents necessary for conveyance.

**Dept. Origin:** Public Works Engineering

**Prepared by:** Jeff Langhelm, P.E. *Joel*  
Public Works Director

**For Agenda of** January 12, 2015

**Exhibits:** Dedication of Right-of-Way  
Bill of Sale  
Vicinity Map

	Initial & Date
<b>Concurred by Mayor:</b>	<i>Joel</i> 1/6/15
<b>Approved by City Administrator:</b>	<i>Ron W</i> 1/5/15
<b>Approved as to form by City Atty:</b>	Via email
<b>Approved by Finance Director:</b>	N/A
<b>Approved by Department Head:</b>	<i>Joel</i> 1/5/15

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

As required for the Bellesara Plat, Hunt Skansie Land LLC is providing the City with a Dedication of Right-of-Way at the intersection of Skansie Avenue and Hunt Street located on parcel number 0221074050. The additional Right-of-Way will provide the area necessary for the ownership and maintenance of Sewer Lift Station 21A associated with the SEPA MDNS requirements for the Plat. The Lift Station will be transferred to the City upon acceptance of the Bill of Sale for the improvements. The required dedication consists of 2,575 square feet of land.

A 15 foot wide perpetual access easement across the northern portion of the dedicated Lift Station Right-of-Way area has been requested by Hunt Skansie LLC. This easement will to be used for access to a Developer's proposed stormwater detention system and park area.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**FISCAL CONSIDERATION**

None

**RECOMMENDATION/MOTION**

Approve Dedication of Right-of-Way agreement and Bill of Sale and authorize the Mayor to sign documents necessary for conveyance.

AFTER RECORDING RETURN TO:

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

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

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

Dedication of Right-of-Way

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

Hunt Skansie Land, LLC

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

City of Gig Harbor

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

West ½ of the SW Quarter of SW Quarter of Section 07 Township 21N Range 02E of the Willamette Meridian, in Pierce County Washington

**Assessor's Property Tax Parcel or Account Number:** 0221074050 & 0221074072

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

**DEDICATION OF  
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by Hunt Skansie Land, LLC, an Alaska Limited Liability Corporation, whose mailing address is 6622 Wollochet Dr. NW, Gig Harbor, WA 989335-8325, as the "Grantor" herein:

**WITNESSETH:**

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as the (future) Courtyards @ Skansie Park Plat, generally located at the northeast corner of the intersection of Hunt Street and Skansie Avenue, Gig Harbor, Washington, 98335 and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement consisting of 2,575 square feet of land on the southwest corner of parcel numbers 0221074050 and 0221074072 to be utilized for right-of-way and Sewage Lift Station #21 and related utility purposes (hereinafter "Lift Station Easement Area"); and

WHEREAS, Grantor has constructed a 15' gravel access road within the Lift Station Easement Area that is intended to provide access to both the Sewage Lift Station #21 and the future stormwater detention system and park area proposed for the Courtyards of Skansie Park Plat, which, is to be constructed on the subject parcel numbers 0221074050 and 0221074072; and

WHEREAS, Grantor reserves perpetual access and utility easement rights under, over, in, along, across and upon the northern 15' of the Lift Station Easement Area, as described in Exhibit B and as shown on Exhibit C, in order to construct, operate, repair, improve said access road and any utilities necessary to support the Courtyards at Skansie Park Plat,

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive right-of-way easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove right-of-way and right-of-way related improvements and utilities under, over, in, along, across and upon that portion of the Property described in **Exhibit B** attached hereto and incorporated herein (the "Right-of-Way Easement"). The location of the Right-of-Way Easement is shown on the Right-of-Way Easement Location Map attached hereto as **Exhibit C** and incorporated herein.

This Dedication of Right-of-Way shall be recorded in the records of the Pierce County Auditor and shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR: (Hunt Skansie Land, LLC.)**

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

Its: \_\_\_\_\_ Manager \_\_\_\_\_

Print Name: \_\_\_\_\_ Gordon Rush \_\_\_\_\_

**ACCEPTED:  
CITY OF GIG HARBOR**

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

Its: Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

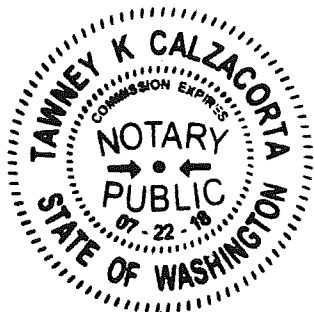
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that GORDON RUSH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of HUNT SKANSIE LAND, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-18-14

Tawney K. Calzavorta  
Printed: Tawney K. Calzavorta



Notary Public in and for Washington,  
Residing at Gig Harbor  
My appointment expires: 7-22-18

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Printed \_\_\_\_\_  
Notary Public in and for Washington,  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A  
PROPERTY LEGAL DESCRIPTION**

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE COUNTY ROADS.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FEE NUMBER 2374712.

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



EXHIBIT B  
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7,  
TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON  
DESCRIBED AS FOLLOWS;

COMMENCING AT THE MONUMENTED INTERSECTION OF SKANSIE AVENUE AND HUNT STREET;  
THENCE NORTH 02°35'10" EAST ALONG MONUMENTED NORTH SOUTH CENTERLINE OF SKANSIE  
AVENUE, 119.71 FEET;

THENCE SOUTH 87°22'28" EAST, 29.99 FEET TO THE EAST RIGHT OF WAY LINE OF SAID SKANSIE  
AVENUE AND THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 87°22'28" EAST, 10.58 FEET;

THENCE SOUTH 43°03'10" EAST, 78.76 FEET;

THENCE SOUTH 46°50'47" WEST, 34.06 FEET TO THE EXISTING RIGHT OF WAY LINE COMMON TO  
HUNT STREET AND SKANSIE AVENUE;

THENCE NORTH 43°05'12" WEST, ALONG SAID COMMON RIGHT OF WAY LINE, 60.28 FEET TO SAID  
EAST RIGHT OF WAY LINE OF SKANSIE AVENUE;

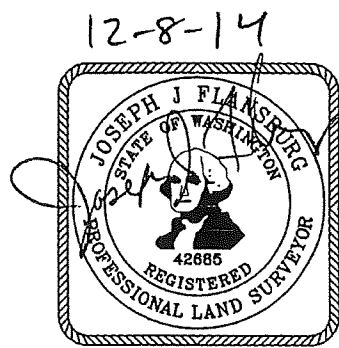
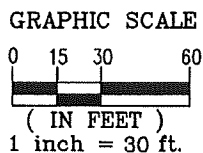
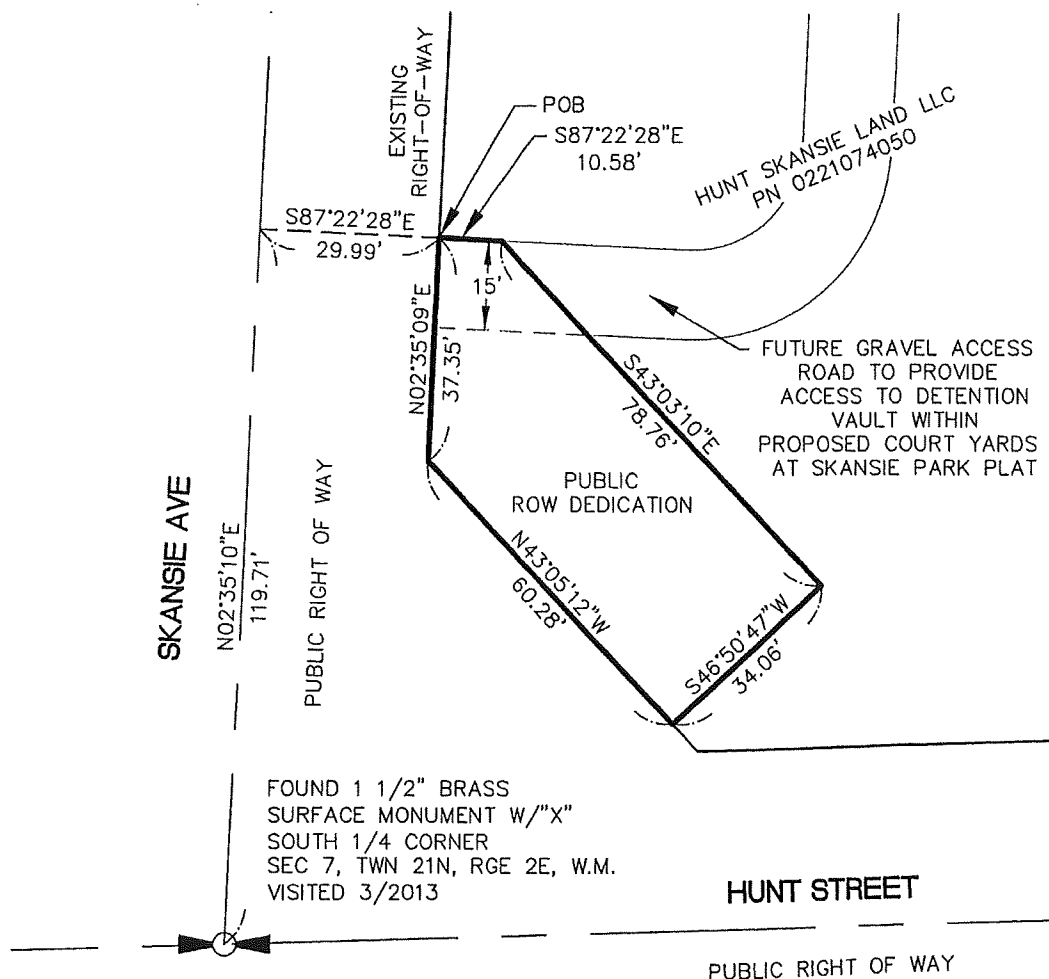
THENCE NORTH 02°35'09" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 37.35 FEET TO THE **POINT  
OF BEGINNING**.

EASEMENT RESERVATION  
LEGAL DESCRIPTION

THE COURT YARDS AT SKANSIE PARK PLAT RESERVES THE NORTH 15' FEET OF PORTION OF LAND  
DESCRIBED HEREIN FOR FUTURE ACCESS TO DETENTION VAULT WITHIN SAID PROPOSED PLAT.

<p><b>C.E.S. NW INC.</b>  <b>CIVIL ENGINEERING &amp; SURVEYING</b>                  310 - 29TH ST. NE, SUITE 101 Bus: (253) 848-4282                  PUYALLUP, WA 98372 Fax: (253) 848-4278</p>	<p><b>RIGHT-OF-WAY EASEMENT LOCATION MAP</b>                  HUNT STREET AND SKANSIE AVENUE</p>
	<p>A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 7,                  TOWNSHIP 21 NORTH, RANGE 2 EAST,                  WILLAMETTE MERIDIAN, CITY OF GIG HARBOR,                  PIERCE COUNTY, WASHINGTON</p>

**EXHIBIT C**



## BILL OF SALE

### HUNT & SKANSIE WASTEWATER BASIN 21 - SEWER SYSTEM IMPROVEMENTS

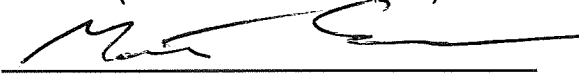
KNOW ALL MEN BY THESE PRESENTS, that Rush Residential, Inc, a Washington Corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, does hereby grant, sell, transfer and deliver unto the City of Gig Harbor, a Washington mutual corporation, hereinafter referred to as CITY, all those utilities, improvements and all appurtenances thereto, that are more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

The object of this Bill of Sale is to grant, sell, transfer and deliver to the City of Gig Harbor, the ownership in all items of personalty that comprises sewage Lift Station #21A, associated public gravity sewers, sewer force mains, structures and other appurtenances, as described in Exhibit A and as listed in Exhibit B that has been installed by the Grantor to date.

The Grantor does hereby covenant that he/she is the lawful owner of the goods, chattels and personalty described above; that such items are free from all liens and encumbrances; that the Grantors have the right to sell the same, and that the Grantor warrants and will defend the same against the claims and demands of all persons; and that the person executing this Bill of Sale is authorized to sign this Bill of Sale on behalf of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Bill of Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR: (Rush Residential, Inc.)**

By: 

Its: President

Print Name: Mathew J. Smith

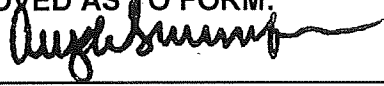
**ACCEPTED:  
CITY OF GIG HARBOR**

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

**ATTEST:**

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

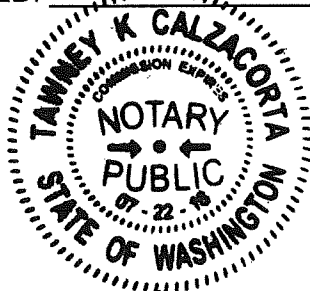
**APPROVED AS TO FORM:**

  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that MATHEW J SMITH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of RUSH RESIDENTIAL, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-18-14



Tanney K. Calzavorta  
Printed: Tanney K. Calzavorta  
Notary Public in and for Washington,  
Residing at Gig Harbor  
My appointment expires: 7-22-18

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

Printed \_\_\_\_\_  
Notary Public in and for Washington,  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

## EXHIBIT A

### LIST OF REQUIRED IMPROVEMENTS

The following provide a general description of the improvements conveyed under this Bill of Sale:

1. The "Hunt and Skansie Wastewater Basin 21 Phase 1 Sanitary Sewer System Improvements" as shown in the approved construction plans prepared by Rush Design, Inc., Sheets C-1 through C-13 (gravity and sewer mains) and by AHBL, Sheets C1.0 through C1.4 (Pump Station), dated July 7, 2013 (Permit # EN-07-0091). These improvements include:
  - Gravity sewers and sewer force main constructed in Skansie Avenue
  - Sewage Lift Station #21A located at the NE corner of Skansie & Hunt Street
  
2. The Bellesara Plat - Sanitary Sewer Improvements, as shown on the approved construction plans prepared by The Blueline Group, Sheets SS-01, SP-01, SP-02 & DT-01 (gravity sewer mains) dated May 10, 2013 (Permit # EN-07-0030). These improvements include
  - Gravity sewers main constructed in Hunt Street and Serenity Loop Rd.

**EXHIBIT B**

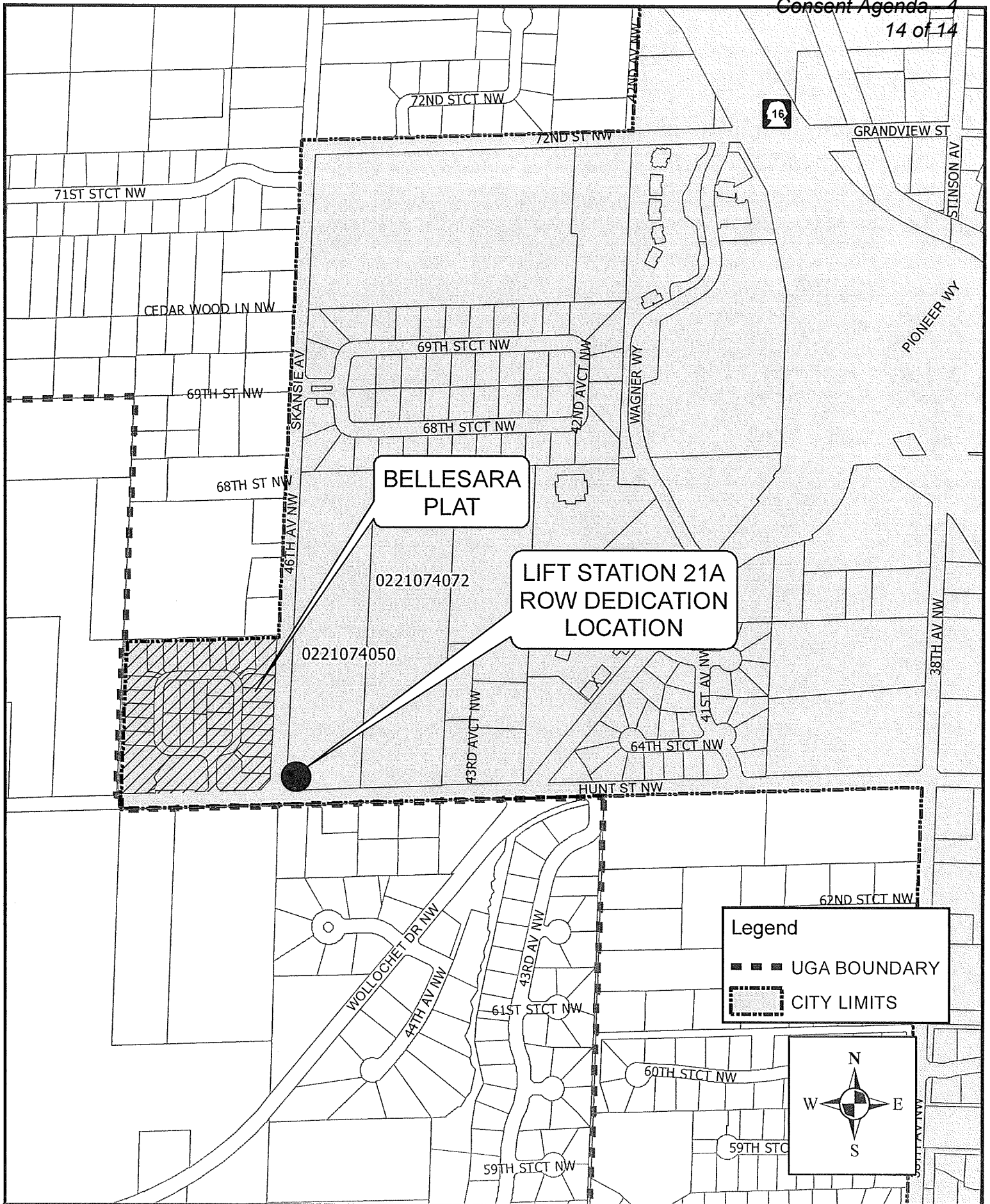
**FINAL COST DATA AND INVENTORY**

	<u>Quantity</u>	<u>Unit</u>	<u>Value Unit Price</u>	<u>Total Cost</u>
<b><u>Gravity Sanitary Sewer System</u></b>				
<b><u>Gravity Sewer Pipe</u></b>				
8" PVC Sewer Pipe - Skansie Ave: (Lift Station to 72nd St)	2,532	LF	\$55	\$139,260
8" PVC Sewer Pipe - Hunt St: (Lift Station to Bellesara Entrance)	324	LF	\$55	\$17,820
8" PVC Sewer Pipe (Internal Bellesara Plat)	<u>1,269</u>	LF	\$55	<u>\$69,795</u>
<i>Subtotal Sewer Pipe</i>	<i>4,125</i>			<i>\$226,875</i>
<b><u>Structures</u></b>				
48" Dia. Manholes - Skansie Ave: (Hunt Street to 72nd St)	10	Each	\$2,500	\$25,000
48" Dia. Manholes - Hunt St.: (Skansie Ave: to Bellesara Entrance)	2	Each	\$2,500	\$5,000
48" Dia. Manholes (Internal Bellesara Plat)	<u>9</u>	Each	\$2,500	<u>\$22,500</u>
<i>Subtotal 48" Dia. Manholes</i>	<i>21</i>			<i>\$52,500</i>
<b>Total - Gravity Main System</b>				<b><u>\$279,375</u></b>

**EXHIBIT B (Continued)**

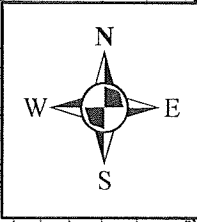
**FINAL COST DATA AND INVENTORY**

	<u>Quantity</u>	<u>Unit</u>	<u>Value Unit Price</u>	<u>Total Cost</u>
<b><u>Lift Station 21A</u></b>				
Masonry Pump Building	1	Lump Sum	\$41,100	\$41,100
Building HVAC	1	Lump Sum	\$11,000	\$11,000
Wet Well, Valve Vault, Piping & Pumps Installation	1	Lump Sum	\$126,500	\$126,500
Submersible Pumps x 2	1	Lump Sum	\$64,200	\$64,200
Screwsucker Pump	1	Lump Sum	\$100,100	\$100,100
Odor/Air Scrubber	1	Lump Sum	\$18,200	\$18,200
Control Panels & Control Systems	1	Lump Sum	\$71,100	\$71,100
Misc. M.E.P. Installation	1	Lump Sum	\$73,035	\$73,035
General Electrical	1	Lump Sum	\$23,000	\$23,000
Site Grading, Prep, Excav. & Backfill	1	Lump Sum	\$20,000	\$20,000
Fencing	1	Lump Sum	\$6,700	\$6,700
Landscaping	1	Lump Sum	\$6,700	\$6,700
General Site Utilities	1	Lump Sum	\$10,000	<u>\$10,000</u>
<b>Total Lift Station 21A</b>				<b>\$571,635</b>
<b>ENTIRE SEWER SYSTEMS ASSETS TOTAL</b>				<b>\$1,023,335</b>



**Legend**

- UGA BOUNDARY
- ..... CITY LIMITS



LIFT STATION 21A - PARCEL NO'S. 0221074050 AND 0221074072  
VICINITY MAP





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

**Subject:** Partial Release and Termination of Easement – Harbor Hill LLC

**Dept. Origin:** Public Works Engineering

**Prepared by:** Emily Appleton, P.E.  
Senior Engineer

*EA 12.18.14*

**Proposed Council Action:**  
Authorize the Mayor to execute the Partial Release and Termination of Easement

**For Agenda of** January 12, 2014

**Exhibits:** Partial Release and Termination of Easement

	Initial & Date
<b>Concurred by Mayor:</b>	<u>SW</u> 12/23/14
<b>Approved by City Administrator:</b>	<u>RW</u> 12/22/14
<b>Approved as to form by City Atty:</b>	Via email
<b>Approved by Finance Director:</b>	N/A
<b>Approved by Department Head:</b>	<u>del</u> 12/18/14

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

A water transmission line Easement Agreement (AFN 200607260698) was initially created on Olympic Properties LLC parcel number 0222304000 to provide water service to the Gig Harbor North area. A large portion of this easement has subsequently been developed as Olympus Way public Right-of-Way approved in the Final Plats of Harbor Hill Division N1 and N2. The water transmission line now lies within the roadway of Olympus Way. Since the original Easement Agreement still exists and is no longer required between Borgen Boulevard and Arrowhead Drive, Harbor Hill LLC has requested that the Easement Agreement for this portion along Olympus Way be terminated. City staff has agreed that this portion of the Easement Agreement is no longer necessary.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**FISCAL CONSIDERATION**

None

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute the Partial Release and Termination of Easement

AFTER RECORDING RETURN TO:

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

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

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

Partial Release and Termination of Easement

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

City of Gig Harbor

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

Harbor Hill LLC

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

Section 30, Township 22, Range 02, Quarter 43

**Assessor's Property Tax Parcel or Account Number(s):** AFN 201312045002 (Harbor Hill Division N1) and AFN 201411265001 (Harbor Hill Division N2)

**Reference Number(s) of Documents assigned or released:** AFN 200607260698 (Easement Agreement)

**PARTIAL RELEASE AND TERMINATION OF EASEMENT**

In consideration of Public Right-of-Way dedications on the final Plats of Harbor Hill N1 and N2 Divisions, the City of Gig Harbor, as Grantee under that certain Easement Agreement between the City of Gig Harbor and OPG Properties LLC dated July 25, 2006 and recorded at Pierce County Auditor’s File No. 200607260698 (the “Easement Agreement”), hereby releases and relinquishes a portion of the easement rights and interest under the Easement Agreement. The easement rights and interest that the City of Gig Harbor is hereby releasing and relinquishing are described in “Exhibit A – Easement Release Legal Description,” and shown in the map of “Exhibit B – Easement Release Map.” The described areas are between the northern boundary of the final Plat of Harbor Hill, Division N2 and the southern boundary of the final Plat of Harbor Hill, Division N1 that connects with Borgen Boulevard.

DATED this \_\_\_\_\_ day of January, 2015.

CITY OF GIG HARBOR

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

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

Print Name: \_\_\_\_\_

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

I certify that I know or have satisfactory evidence that Jill Guernsey is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Notary Public in and for Washington,  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A  
EASEMENT RELEASE LEGAL DESCRIPTION**

HARBOR HILL  
PORTION OF EASEMENT TO BE RELEASED AND TERMINATED

TRIAD JOB NO. 08-058  
DECEMBER 15, 2014

THAT PORTION OF THE LAND WITHIN WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M. PIERCE COUNTY WASHINGTON INCLUDED WITHIN THE 60 FOOT WIDE STRIP OF LAND DESCRIBED IN THE EASEMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER 200607260698 AND LYING TO THE SOUTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF ARROWHEAD DRIVE AND OLYMPUS WAY AS IS SHOWN ON SHEET 5 OF 5, OF THE PLAT OF HARBOR HILL DIVISION N2, AS RECORDED UNDER AUDITOR'S FILE NUMBER 201411265001;  
THENCE SOUTH 74°47'32" WEST ALONG THE CENTERLINE OF SAID ARROWHEAD DRIVE 58.81 FEET TO A POINT OF CURVATURE;  
THENCE DEPARTING SAID CENTERLINE, NORTH 15°12'28" WEST A DISTANCE OF 25.00 FEET TO THE NORTH MARGIN OF THE RIGHT OF WAY OF SAID ARROWHEAD DRIVE;  
THENCE NORTH 74°47'32" EAST, ALONG SAID NORTHERN MARGIN 7.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;  
THENCE NORTHEASTERLY ALONG SAID NORTHERN MARGIN AND SAID CURVE 32.39 FEET, THROUGH A CENTRAL ANGLE OF 74°14'06";  
THENCE NORTH 69°43'04" EAST 26.39 FEET THE WEST MARGIN OF SAID EASEMENT AND THE POINT OF BEGINNING OF THIS LINE DESCRIPTION;  
THENCE CONTINUING NORTH 69°43'04" EAST 25.40 FEET TO A POINT ON THE EAST MARGIN OF THE PUBLIC RIGHT OF WAY IN THE NORTHEASTERN QUADRANT OF THE INTERSECTION OF OLYMPUS WAY AND ARROWHEAD DRIVE, SAID POINT BEING ON A CURVE WHOSE CENTER BEARS NORTH 69°43'04" EAST 25.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID MARGIN AND LAST SAID CURVE 37.06 FEET THROUGH A CENTRAL ANGLE OF 84°55'32";  
THENCE NORTH 74°47'32" EAST ALONG SAID MARGIN, 6.75 FEET TO THE EAST MARGIN OF SAID EASEMENT AND THE TERMINUS OF THIS LINE DESCRIPTION.

WRITTEN BY: REW  
CHECKED BY: MHM

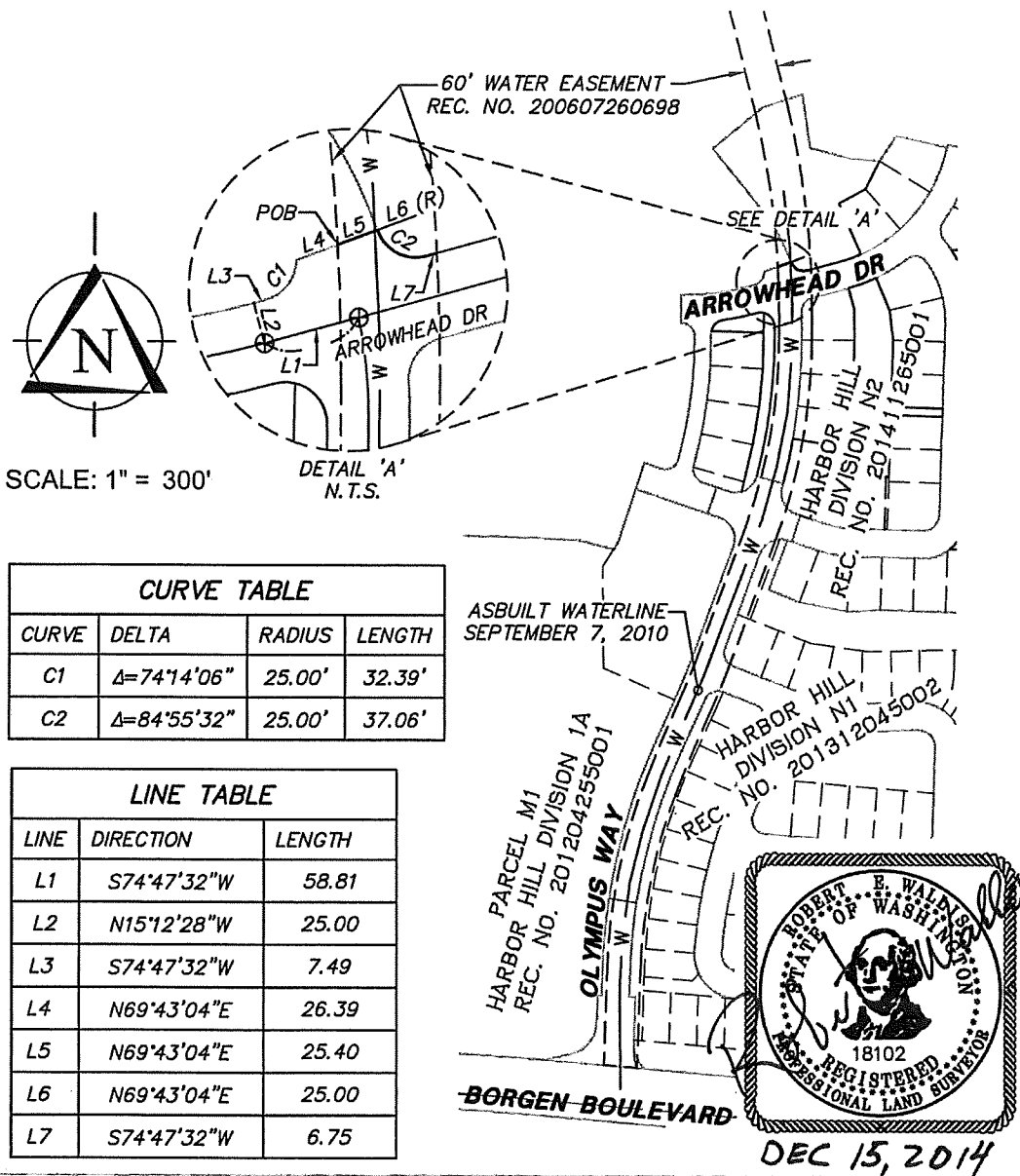


**EXHIBIT B  
EASEMENT RELEASE MAP**

HARBOR HILL  
EASEMENT RELEASE

EXHIBIT B

TRIAD JOB # 08-058  
DECEMBER 15, 2014



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	$\Delta=74^{\circ}14'06''$	25.00'	32.39'
C2	$\Delta=84^{\circ}55'32''$	25.00'	37.06'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S74°47'32"W	58.81
L2	N15°12'28"W	25.00
L3	S74°47'32"W	7.49
L4	N69°43'04"E	26.39
L5	N69°43'04"E	25.40
L6	N69°43'04"E	25.00
L7	S74°47'32"W	6.75



12112 115th Avenue N.E. Kirkland, Washington 98034-6929  
425.821.8448 - 800.488.0756 - Fax 425.821.3481  
www.triadassociates.net

08058-EXH-N1-ESMT-RELEASE-1.dwg

Land Development Consultants



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

**Subject: Resolution – Revising Boards and Commissions Meeting Dates and Times**

**Proposed Council Action:**

Motion to adopt Resolution No. 984 amending the dates and times of the Intergovernmental Affairs Committee, Boards and Candidate Review Committee, Lodging Tax Advisory Committee, and the meeting time of the Planning and Building Committee.

**Dept. Origin:** Administration  
**Prepared by:** Shawna Wise, Asst. City Clerk *sw*  
**For Agenda of:** **January 12, 2014**

**Exhibits:** Resolution

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

Initial & Date  
*JG 1-7-15*  
*RW 1/7/15*  
*N/A*  
*GR 1/2/15*  
*MT 1/7/15*

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

To accommodate the membership and to coordinate with other meeting dates, recommendations have been made to amend the meeting times and/or dates of the Intergovernmental Affairs Committee, Boards & Commissions Candidate Review Committee, Lodging Tax Advisory Board, and the Planning and Building Committee.

The attached resolution amends the meeting dates and times.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Adopt Resolution No. 984 amending the meeting dates of the Intergovernmental Affairs Committee, Boards and Candidate Review Committee, Lodging Tax Advisory Committee, and the meeting time of the Planning and Building Committee.

RESOLUTION NO. 984

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE DATE AND MEETING TIME OF THE INTERGOVERNMENTAL AFFAIRS COMMITTEE, BOARDS AND COMMISSIONS CANDIDATE REVIEW COMMITTEE AND LODGING TAX ADVISORY BOARD AND THE MEETING TIME OF THE PLANNING AND BUILDING COMMITTEE.

---

**WHEREAS**, the Council desires to amend the meeting date and time of the Intergovernmental Affairs Committee, Boards & Commissions Candidate Review Committee and Lodging Tax Advisory Board and the meeting time of the Planning and Building Committee to facilitate the membership;

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

Section 1. The Intergovernmental Affairs Committee regular meeting time has changed as follows:

- A. Intergovernmental Affairs Committee. The Intergovernmental Affairs Committee established under GHMC chapter 2.51.010 shall meet bi-monthly on the fourth Monday of the month at 4:00 p.m.

Section 2. The Boards and Commissions Candidate Review Committee regular meeting time has changed as follows:

- A. Boards and Commissions Candidate Review Committee. The Boards and Commissions Candidate Review Committee established under GHMC chapter 2.51.010 shall meet monthly, or as needed, on the third Monday of the month at 4:00 p.m.

Section 3. The Lodging Tax Advisory Board regular meeting time has changed as follows:

- A. Lodging Tax Advisory Board. The Lodging Tax Advisory Board established under Resolution No. 509 shall meet quarterly, or as needed, on the first Tuesday of the month at 7:30 a.m.

Section 4. The Planning and Building Committee regular meeting time has changed as follows:

A. Planning and Building Committee. The Planning and Building Committee established under GHMC chapter 2.51.010 shall meet at 5:30 p.m.

RESOLVED by the City Council this 12th day of January, 2015

APPROVED:

\_\_\_\_\_  
Jill Guernsey, Mayor

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO. 984





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

**Subject: Amendment No. 4 to Contract  
For Attorney Specialized Attorney  
Services -- Environmental**

**Dept. Origin:** Administration

**Prepared by:** Ron Williams, City Administrator

**For Agenda of:** January 12, 2014

**Exhibits:** Amendment No. 4 to Agreement  
For Attorney Services

**Proposed Council Action:**

Authorize the Mayor to sign the  
4<sup>th</sup> Amendment to the Contract  
For Attorney Services with  
Joyce Ziker Parkinson, PLLC

Initial & Date

**Concurred by Mayor:**

*JG 1-8-15*

**Approved by City Administrator:**

*RW 1/7/15*

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

*by email*

**Approved by Finance Director:**

*QR 1/8/15*

**Approved by Department Head:**

\_\_\_\_\_

Expenditure Required	Amount Budgeted	see below	Appropriation Required
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**INFORMATION / BACKGROUND**

On November 12, 2004, the City Council executed a contract with Salter Joyce Ziker for specialized attorney services associated with the Eddon Boat property. Currently, Bill Joyce still works with the City to assist the City on the environmental review/clean-up of the property.

Joyce Ziker Parkinson, PLLC, formerly Salter Joyce Ziker, PLLC, is raising their hourly rates and has asked that the Council sign this Amendment to the contract executed in 2004 and last amended in 2013, to reflect the following hourly rates:

William Joyce	\$340 per hour
Ian Sutton	\$320 per hour
Carly Summers	\$290 per hour

**FISCAL CONSIDERATION**

The city paid \$1,381.50 for these services in 2014. This increase was anticipated in the 2015-16 Budget and sufficient funds are in the account.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to sign the 4th Amendment to the Contract for Attorney Services with Joyce Ziker Parkinson, PLLC.

**AMENDMENT NO. 4  
TO  
AGREEMENT FOR ATTORNEY SERVICES**

THIS AMENDMENT NO. 4 is made to that certain AGREEMENT FOR ATTORNEY SERVICES dated November 14, 2004, as last amended on April 19, 2013 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Joyce Ziker Parkinson, PLLC, a Washington professional limited liability company, formerly Salter Joyce Ziker, PLLC.

In consideration of the mutual promises set forth herein, the parties agree as follows:

**1. Scope of Work.** Section (2) of the Agreement is hereby amended to add legal services relating to environmental due diligence in connection with acquisition of two parcels on Harborview Drive and general environmental legal advice on an as needed basis. Services will be provided on an "on call" basis depending on specific needs of the City.

**2. Compensation.** Section (3) of the Agreement is amended to update the attorneys to be working with the City under this Agreement and their rates as follows:

William Joyce	\$340 per hour
Ian Sutton	\$320 per hour
Carly Summers	\$290 per hour

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

IN WITNESS WHEREOF, the parties have executed this Amendment as set forth below and intend and agree that this Amendment be retroactively effective to November 1, 2014.

JOYCE ZIKER PARKINSON, PLLC

CITY OF GIG HARBOR

By: \_\_\_\_\_  
William F. Joyce  
Date: \_\_\_\_\_

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

**Subject:** Gig Harbor Public Relations Contract 2015

**Proposed Council Action:** Approve and authorize the Mayor to execute a contract with Carol Zahorsky for public relations services in an amount not to exceed \$25,000.

**Dept. Origin:** Administration – Tourism & Communications Office

**Prepared by:** Karen Scott

**For Agenda of:** January 12<sup>th</sup>, 2015

**Exhibits:**  
Contract

Initial & Date

**Concurred by Mayor:** JG 1-8-15  
**Approved by City Administrator:** RW 1/8/15  
**Approved as to form by City Atty:** ok via email 1/7  
**Approved by Finance Director:** SR 1/8/15  
**Approved by Department Head:** \_\_\_\_\_

Expenditure Required	\$25,000.00	Amount Budgeted	\$25,000.00	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

As outlined in the 2015 Narrative of Objectives Marketing Fund (Objective Seven), the Tourism & Communications office budgeted for Public Relations Consultant. This contractor will provide greater exposure to the City of Gig Harbor by way of public relations, to include media relations, focusing on the US Open as a vehicle for potential media attention and publicity.

**FISCAL CONSIDERATION**

These dollars have been approved in the 2015 Marketing Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$25,000.00.

**BOARD OR COMMITTEE RECOMMENDATION**

The Lodging Tax Advisory Committee recommends approval of the contract for public relations services.

**RECOMMENDATION / MOTION**

**Move to:** Approve and authorize the Mayor to execute the Agreement to support Carol Zahorsky in the amount of \$25,000.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
Carol Zahorsky**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Carol Zahorsky, a sole proprietor (the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in public relations and promotion campaign surrounding the upcoming 2015 U.S. Open Golf Tournament and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

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

**TERMS**

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty five thousand dollars (\$25,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the

Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

**3. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

**4. Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by July 31, 2015; provided however, that additional time shall be granted by the City for excusable days or extra work.

**5. Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

**6. Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

**7. Indemnification.**

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated

company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City of Gig Harbor.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

E. Under this Agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

**9. Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

**10. City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

12. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. **Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:  
Carol Zahorsky

City of Gig Harbor  
ATTN: Karen Scott



14735 McIntosh Lane SE  
Tenino, WA 98589  
(360) 481-1752

3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 853-3554

**16. Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

**17. Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

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

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

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

APPROVED AS TO FORM:

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

## Exhibit A

### SCOPE OF SERVICES

#### Gig Harbor Public Relations

1. Carol Zahorsky will meet on a regular, agreed upon basis with the City of Gig Harbor Tourism & Communications Director to develop, implement and track a public relations program from January 2015 through July 2015, building off the ground work set during the 2014 campaign.
2. The Consultant will provide counsel to the Client on fulfilling marketing goals using public relations tactics as tools and will suggest public relations strategies to fulfill specific goals.
3. The Consultant will develop a media list specific to the US Open building upon existing Client media lists.
4. The Consultant will determine with Client schedule and topic for two press releases. The Consultant will draft and help distribute said press releases.
5. The Consultant will work with Client on honing the verbal positioning of Gig Harbor by carefully crafting language in press releases and reviewing other press releases that Client writes.
6. The Consultant will stay abreast of and respond to appropriate media leads generated and shared by USGA and Pierce County.
7. The Consultant will work with Client to put together itineraries for travel writers on an as needed basis, and assist with hosting on an as needed basis.
8. The Consultant will provide monthly reports regarding work completed, contacts made and successes achieved based on goals set by the Tourism & Communications Director by September 30, 2015.
9. The Consultant will explore and develop PR partnerships with Pierce County, Tacoma Regional CVB and Kitsap VCB to expand media reach.
10. The Consultant will initiate communication with select media to generate interest in coverage and visits.

## **EXHIBIT B**

### **CHARGES FOR SERVICES**

In Exchange for the services in Exhibit A, Carol Zahorsky will be paid by the City of Gig Harbor \$125.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$25,000.00 for the duration of this contract.

Carol Zahorsky will submit monthly invoices for processing by the City of Gig Harbor for the services performed.

The fee structure presented above includes all incidental expenses except postage and mailing supplies such as envelopes and letterhead which will be provided by the City of Gig Harbor, based on a per project basis and with prior arrangement with the Tourism & Communications Director and from the City office postage and supply budget. No additional invoices from the Consultant will be accepted for expenses.



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

**Subject:** Harbor Hill Drive Extension Design - Contract Amendment No. 2

**Proposed Council Action:** Approve and authorize the Mayor to execute Consultant Services Contract Amendment No. 2 with David Evans and Associates, Inc. an amount not to exceed \$76,218.87

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

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

**For Agenda of:** January 12, 2015

**Exhibits:** WSDOT Local Agency Standard Consultant Agreement Supplement No. 2 with Exhibit A – Scope of Work and Exhibit B – Schedule of Rates

	Initial & Date
<b>Concurred by Mayor:</b>	JB 1/8/15
<b>Approved by City Administrator:</b>	RW 1/8/15
<b>Approved as to form by City Atty:</b>	EMAIL 1/7/15
<b>Approved by Finance Director:</b>	SR 1/8/15
<b>Approved by Public Works Director:</b>	DPA 1/8/15
<b>Approved by City Engineer:</b>	1/8/15

<b>Expenditure Required</b>	\$ 76,218.87	<b>Amount Budgeted</b>	\$ 750,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

On March 11, 2013 the City authorized a contract with David Evans and Associates (DEA) to provide an alternative analysis and identify the most preferred roadway alignment along with providing development options and selection of the most preferred option for the City's Harbor Hill Park. Since that time DEA has developed a preferred alignment route that runs along the west side of the Sportsman's Club and terminates at Burnham Drive. Supplement No. 1 extended the project completion date from March 1, 2014 to March 1, 2015.

At the July 14, 2014 Public Works Committee meeting, staff shared this alignment with the committee members along with two intersection configuration options at the new intersection of Harbor Hill and Burnham Drive. The two configurations presented were a roundabout and the other a typical tee intersection. All of the committee members were in favor of the roundabout configuration at this intersection as well as a roundabout configuration at the north end of the project limits where the new Harbor Hill Drive will intersect the existing Harbor Hill Drive adjacent to the undeveloped City park location.

This contract amendment provides for developing a 60 percent level design for this roundabout option; as the associated geotechnical and environmental services and provides for right of way appraisal and negotiation services on behalf of the City in support of procuring the necessary right of way from the Sportsman Club and 3 other property owners for this roadway alignment and

intersection improvements.

**FISCAL CONSIDERATION**

In 2015-2016 the Street Capital Fund allocates \$750,000 to cover this expenditure.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute Consultant Services Contract Amendment No. 2 with David Evans and Associates, Inc. an amount not to exceed \$76,218.87



<b>Supplemental Agreement Number</b> <u>2</u>		Organization and Address David Evans and Associates, Inc. 3700 Pacific Highway East Fife, WA 98424	
Original Agreement Number		Phone: (253) 922-9780	
Project Number		Execution Date	Completion Date 3/1/2016
Project Title Harbor Hill Drive Extension		New Maximum Amount Payable <b>\$ 657,618.87</b>	
Description of Work This Supplement #2 includes geotech work and 30% design of two roundabouts associated with the extension of Harbor Hill Drive from its southerly terminus to Burnham Drive and provides right-of-way acquisition services. This supplement also deletes work by EnviroIssues and extends the contract end date to 12/31/2015.			

The Local Agency of City of Gig Harbor  
desires to supplement the agreement entered into with David Evans and Associates, Inc.  
and executed on 03/12/2013 and identified as Agreement No. \_\_\_\_\_  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:  
See attached Supplement 2 Scope of Work, including UFS Right of Way Acquisition Services.  
\_\_\_\_\_  
\_\_\_\_\_

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date is extended to March 1, 2016.

III

Section V, PAYMENT, shall be amended as follows:  
The maximum amount payable is increased by \$76,218.87 for a new Maximum Amount Payable of \$657,618.87, which includes a 25% fixed fee for DEA for a new maximum fixed fee amount of \$40,493.01.  
as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

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

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

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

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

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

\_\_\_\_\_  
Date

## CITY OF GIG HARBOR

### EXHIBIT A---SCOPE OF SERVICES for Harbor Hill Drive Extension Supplement #2

This Supplement #2 is for David Evans and Associates, Inc. (DEA) to assist the City of Gig Harbor (CITY) with the 60 % design of two roundabouts associated with the extension of Harbor Hill Drive from its southerly terminus to Burnham Drive and provides right-of-way acquisition services.

The supplement includes necessary geotechnical and environmental reviews to support the 60% roundabout design.

This supplement also adjusts task budgets from previously completed and ongoing work to reflect actual and anticipated costs, freeing up funds for this supplement.

#### **GENERAL ASSUMPTIONS**

This Scope of Services is based on the following assumptions:

1. The budget for the Scope of Services is based on an end date of March 31, 2015.
2. DEA and the CITY will hold one hour long progress and coordination meetings every two weeks for the project duration.
3. Any soil samples collected will be returned to the project site after testing. Off-site disposal of contaminated soil samples is not included in this scope of services. All soil samples collected will be retained by the consultant for a minimum of 18 months.
4. The CITY will obtain Right of Entry permits from property owners.
5. Property cost per square foot values will be obtained from adjusted county assessed land values and available comparable land sales if available.
6. Significant damages to remainder properties, such as loss of developable area impacts, may require consultation with a qualified appraiser. Appraiser costs are not included in this scope of services.
7. Title Reports will not be required for this scope of services.
8. Environmental field work is limited to one (8-hour) day for one person.
9. Environmental field work is limited to the area of the proposed roundabout at Burnham Drive. Critical areas outside that area will not be delineated, except for areas of cut and fill slopes.
10. Based on the preliminary cultural resource evaluations and available studies in the area, additional cultural resource investigations will not be required. The

preliminary cultural resources report will be sufficient to document potential impacts.

11. All services will be provided based on the standard of care consistent with similar professionals providing similar services under similar conditions.
12. DEA will utilize to the greatest extent possible all previously completed environmental reports and studies prepared for the final design and permitting for the SR 16/Borgen/Burnham Roadway Improvement project.

### **TASK 1 - PROJECT MANAGEMENT**

For this project task, DEA will:

1. Attend up to 10 one-hour long project meetings as requested by the CITY that will be held approximately every two weeks to discuss project issues, obtain project decisions from the CITY, or jointly develop project criteria for the development of the project;
2. Prepare and submit monthly invoices to the CITY and perform project administrative duties to coordinate and document work performed. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project;
3. Provide project management, administration, and supervision for the project to coordinate, document, and progress the work in conformance with the scope, schedule and budget;
4. Provide internal QA/QC review throughout the project.

Task Deliverables:

Meeting summaries.

Monthly invoices in the format approved by the City.

### **TASK 2 – STAKEHOLDER COMMITTEE**

This task is revised to consist of assisting the CITY with coordination with the Gig Harbor Sportsman’s Club, Northwest Commons Group LLC, Ashdan Blake Inv., LLC and Stutz. This task will be limited to preparing exhibits for presentation to the stakeholders, advising the CITY in stakeholder outreach strategies and attending up to six (6) one-hour meetings with stakeholders. This task will not require the assistance of EnviroIssues. The remaining EnviroIssues budget is eliminated with this supplement.

### **TASK 3 – ROADWAY ALTERNATIVE ANALYSIS**

This task is complete.

### **TASK 4–PARK PLANNING PROCESS**



This task is complete.

### **TASK 5–PUBLIC OUTREACH/COUNCIL REVIEW**

For this supplement, DEA will:

1. Work with the CITY to develop an update package for the Public Works Committee. Prepare presentation materials for distribution to the Committee.
2. Work with the CITY to develop a City Council update package. Prepare presentation materials for distribution to the Council.

Task Deliverables:

City Council update package  
Public Works Committee package

### **TASK 6–DESIGN DOCUMENTATION**

For this supplement, DEA will provide the following work for the proposed roundabouts:

1. Prepare roundabout design parameters in table format for inclusion in the Design Report. Review Autoturn movements in the roundabout. Figures will not be prepared for the design report.
2. Prepare a Geotechnical Report Supplement for the property required for the Burnham Drive roundabout. This work will require collection and analysis of soil samples, pending property owner permission to access private parcels. The report will include recommendations about pavement section, wall design parameters and foundation design parameters. HWA will observe boring of one exploration west of Burnham Drive to investigate the subsurface soil and ground water conditions. During subsurface explorations, HWA field personnel will collect soil samples at selected depths for soil classification and laboratory testing purposes. This scope of work does not include any land clearing or permitting required for exploration work. If such work is necessary it will be performed as Extra Work.
3. Prepare AGI light level outputs to establish streetlight layout for the roundabouts. I would limit this work so that Lumec or Cyclone light fixture provider can do the majority of this work.
4. Prepare a Phase I environmental site assessment for the property required for the Burnham Drive roundabout to identify potential hazardous materials. HWA will evaluate the site for obvious evidence of contamination (petroleum or hazardous materials). We propose the following scope of work, in general accordance with ASTM standard E-1527-13:
  1. Conduct Environmental Data Review including a Historical record search.
  2. Perform Site Examination
  3. Interview Owners/Operators, and/or past owners/operators or neighboring property occupants (if necessary to achieve reporting objectives)

4. Prepare Environmental Site Assessment Report
6. Submit design documents to the CITY for review and comment.
7. Make one revision of the design documents per City comments.

Task Deliverables:

Roundabout Design Report  
Geotechnical Report Supplement  
AGI light level outputs  
Phase I environmental site assessment

#### **TASK 7---30% DESIGN**

This project task is supplemented with 60% design of a roundabout at each end of Harbor Hill Drive extension.

Task Deliverables:

60% roundabout plans  
60% roundabout cost estimate

#### **TASK 8---RIGHT-OF-WAY SERVICES**

This new project task consists of services provided by Universal Field Services as described in UFS Right of Way Acquisition Services dated December 30, 2014 and attached to Supplement #2.

Task Deliverables:

See UFS Right of Way Acquisition Services Scope

#### **TASK 9---RANGE EVALUATION & RECOMMENDATIONS**

TRS Range Services will provide the following services as part of a range evaluation for this project:

Site visit to the range by a consulting range expert. Site visit will include evaluation of in place round containment measures at the site including primary impact berms, bullet traps, side berms and overhead baffles. The site visit to the range will also include discussions with range staff to determine range safety practices and maintenance procedures.

Provide a report detailing findings of the site evaluation. This report will include the determination of the range Surface Danger Zone which can be compared to the proposed road alignment. The site report will include recommendations for safety measures that can be implemented to further insure round containment at the range. In addition, work

with the road design team to make recommendations for safety features that can be implemented within the road design to further insure safety.

Provide budgetary cost estimates for safety measures recommended for round containment at the range.

Attend one meeting with City staff to discuss range safety findings and recommendations.

Task Deliverables:

Site Evaluation Report  
Cost estimate for round containment recommendations

### **EXTRA WORK**

DEA has the resources available to perform additional services in connection with the project at the request of the CITY. Extra work will be provided on a time and materials basis with the same overhead and fee rates as the original scope of work items. No extra work will begin until directed by the CITY and a budget supplement is executed.

### **SUBCONSULTANT SERVICES**

The following subconsultants will provide services for this supplement:

HWA GeoSciences, Inc. – Geotechnical services and Phase 1 assessment  
Universal Field Services, Inc. – Right-of-way acquisition services in accordance with all aspects of the WSDOT Right of Way Manual M 26-01, most current version.  
TRS Range Services, LLC – Range evaluation and recommendations.

### **EXCLUSIONS**

The following work tasks are not included in this Scope of Work, but may be added by the City on future phases:

1. Reports, data or information such as noise studies, air pollution data, or similar information.
2. Preparation or development of an environmental checklist, NPDES or other permits, or other environmental or permitting work.
3. Preparation of plans beyond 30%, with the exception of the roundabout plans which will be developed to 60% design.
4. Preparation of specifications or other contract documents.
5. Project Funding Estimate (PFE) document for right-of-way.
6. Title reports.
7. This proposal assumes all soil samples are uncontaminated and will be returned to the site after analysis.

8. The scope of work is related solely to geotechnical engineering evaluation of site soil and ground water, as they relate to geotechnical design for the roundabout. Neither identification nor evaluation of contaminants that may be present in the soil or ground water is included in this scope of work.
9. Exclusions identified in UFS Right of Way Acquisition Services Scope.
10. Sportsman's Club range evaluation includes attendance at one (1) site meeting in addition to the initial site visit to the range. Attendance at additional site meetings will be provided as Extra Work at a cost of \$1,000.00 per meeting.
11. Any shooting range designs provided for this project will be conceptual in nature and will not be signed and stamped by an engineering professional.
12. Permitting and permitting fees for range improvements are not included in this proposal.

### **SERVICES PROVIDED BY THE CITY**

The CITY will:

- Obtain permission to access onto private properties for project purposes.
- Provide all available plans, studies reports, or other pertinent documents to DEA.
- Provide current design standards and criteria in published form and in electronic format if needed by DEA.
- Provide all standards details needed for the project in electronic format compatible with AutoCAD 2012\_or newer.
- Provide DEA with applicable utility permit and franchise information as needed to facilitate this project.
- All site access, utility locates, clearing and any permitting required for Phase 1 will be provided by the City
- All site access, traffic control and any permitting required for geotechnical exploration work will be provided by the City
- Provide services outlined in UFS Right of Way Acquisition Services Scope

### **REIMBURSABLES**

- Fees payable to various agencies for copies of legal documents.
- Fees for reprographics, postage, and express mailing.
- Mileage.
- Bridge tolls.
- Utility locating services.

### **PROJECT COMPLETION**

Work on this supplement shall begin upon receipt of Notice to Proceed. This work will be coordinated with the ongoing 30% design for the Harbor Hill Drive extension. The 60% roundabout design services shall be complete no later than March 31, 2015 unless DEA encounters delays beyond its reasonable control.

The result of the work completed for this Scope of Work will become the basis for final design, permitting, and preparation of construction documents to be used at a future time when full project funding has been procured.

## Exhibit A

### Consultant Fee Determination - Summary Sheet (Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: Harbor Hill Drive Extension - Supplement #2

**Direct Salary Cost (DSC):**

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
Principal in Charge	8	X	\$ 83.00		\$ 664.00
Project Manager	58	X	\$ 62.50		\$ 3,625.00
Prof Engineer - Roundabout	110	X	\$ 45.50		\$ 5,005.00
Prof Engineer - Modeling	12	X	\$ 45.50		\$ 546.00
Project Engineer	18	X	\$ 50.00		\$ 900.00
Prof Engineer - Civil	24	X	\$ 38.50		\$ 924.00
Prof Engineer - Lighting	10	X	\$ 44.50		\$ 445.00
Civil Designer	26	X	\$ 33.00		\$ 858.00
Survey Manager	5	X	\$ 62.00		\$ 310.00
Project Surveyor	28	X	\$ 41.25		\$ 1,155.00
Survey Tech	8	X	\$ 26.50		\$ 212.00
Survey Crew	16	X	\$ 62.00		\$ 992.00
Environmental Planner	12	X	\$ 35.25		\$ 423.00
Senior Scientist	16	X	\$ 40.50		\$ 648.00
Account Manager	6	X	\$ 33.75		\$ 202.50
Admin Assistant	26	X	\$ 25.00		\$ 650.00
<b>Total DSC =</b>					<b>\$ 17,559.50</b>

**Overhead (OH Cost -- including Salary Additives):**

OH Rate x DSC of	175.34	% x	\$ 17,559.50	\$ 30,788.83
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**Fixed Fee (FF):**

FF Rate x DSC of	25	% x	\$ 17,559.50	\$ 4,389.88
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**Reimbursables:**

Reproduction, Printing, Postage, Express Delivery	\$ 400.00
Mileage at \$.575 per mile plus tolls @ the current rate	\$ 250.00
Utility locates	\$ -

**Subconsultant Costs (See Exhibit G):**

HWA Geosciences	\$ 10,730.00
Universal Field Services	\$ 34,005.47
Envirolssues	\$ (26,404.80)
TRS Range Services	\$ 4,500.00

**Subconsultant subtotal** \$ 22,830.67

**Grand Total** \$ 76,218.87

Prepared By: Al Tebaldi

Date: 01/07/15



CITY OF GIG HARBOR  
 Harbor Hill Drive Extension Supplement #2  
 EXHIBIT B  
 SCHEDULE OF RATES AND ESTIMATED HOURS

	A	B	C	E	F	J	L	M	N	R	S	T	U	X	Y	AA	AB	AC
		QA/QC	Project Manager AMT E	Prof. Engineer VV	Prof. Engineer MXL	Project Engineer GEN	Prof. Engineer SMH	Prof. Engineer AOW	Civil Designer JATA	Survey Mer. SMD	Project Surveyor MC	Survey Tech. RB	Survey Crew-2 person	Environmental Planner MB	Senior Scientist GR	Acct. Mgr. GY	Admin. JM	Task Costs
1																		
2																		
3	DAVID EVANS AND ASSOCIATES, INC	M/C																
4	3700 PACIFIC AVENUE EAST, SUITE 311	\$63.00	\$62.50	\$45.50	\$45.50	\$50.00	\$98.50	\$44.50	\$53.00	\$62.00	\$41.25	\$28.50	\$62.00	\$55.25	\$40.50	\$93.75	\$23.00	\$460.00
101	Perkins + Will, Pasadena, CA																	\$
102	Utility Locates																	\$
103																		\$
104	Total Supplement #2																	\$
105	MANAGEMENT RESERVE FUND																	\$
107																		
108	TOTAL PROJECT COST																	76,218.87
109																		76,218.87



Project Cost Estimate  
Supplement for Geotechnical Services for Round-About at Burnham Drive  
Harbor Hill Drive Extension Project  
Gig Harbor, Washington



HWA Ref: 2013-021-21  
Date: 13-Nov-14  
Revised:  
Prepared By: JLG

**Scope of Work:**

1. Site visit for utility locates
2. Coordinate and conduct subsurface explorations - one limited-access boring along west shoulder of Burnham Drive
3. Prepare boring log and assign laboratory testing
4. Perform engineering analyses for wall design
5. Update geotechnical engineering report for new subsurface information and design recommendations
6. Project management and correspondence

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	2013 DIRECT SALARY COST							TOTAL HOURS	TOTAL AMOUNT
	Principal \$72.00	Senior Engr \$45.67	Geotech Engr \$38.94	Hydro Geol \$34.62	Geologist \$31.39	CAD \$22.07	Clerical \$20.82		
Site Visit for Utility Locates			4					4	\$156
Coordinate and Conduct Subsurface Explorations					12			12	\$377
Prepare Boring Log and Assign Laboratory Testing					2			2	\$63
Perform Engineering Analyses for Wall Design	2		8					10	\$456
Update Geotechnical Engineering Report		2	6		2	2		12	\$432
Project Management and Correspondance			4					4	\$156
<b>TOTAL DIRECT SALARY COST</b>	<b>2</b>	<b>2</b>	<b>22</b>	<b>0</b>	<b>16</b>	<b>2</b>	<b>0</b>	<b>44</b>	<b>\$1,638</b>

**LABORATORY TEST SUMMARY:**

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	8	\$18	\$144
Grain Size Distribution	4	\$95	\$380
Atterberg Limits	0	\$150	\$0

**LABORATORY TOTAL:** \$524

**ESTIMATED DIRECT EXPENSES:**

Mileage @ 0.565/mi + Bridge Toll	\$55
Laboratory Testing (See details to left)	\$524
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$579</b>

**SUBCONTRACTORS:**

Drilling Subcontractor	\$2,000
Subcontractor Markup @ 10%	\$200
<b>TOTAL SUBCONTRACTORS:</b>	<b>\$2,200</b>

**PROJECT TOTALS AND SUMMARY:**

Direct Salary Cost (DSC)	\$1,638
Overhead Cost (1.8832 x DSC)	\$3,085
Fixed Fee (30% x DSC)	\$492
Subcontractors	\$2,200
Direct Expenses	\$579
<b>GRAND TOTAL:</b>	<b>\$7,994</b>

**Assumed Conditions:**

1. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.
2. All site access, traffic control and any permitting required for exploration work will be by the City, at no additional cost to HWA.
3. The scope of work is related solely to geotechnical engineering evaluation of site soil and ground water, as they relate to geotechnical design for the round-about alternative. Neither identification nor evaluation of contaminants that may be present in the soil or ground water is included in this scope of work.
4. Soil samples collected from the site may be contaminated, requiring special handling in HWA's laboratory, and disposal in a licensed off site facility, or returned to the site of origin. This proposal assumes all soil samples will be returned to the site after analysis.

Project Cost Estimate  
Supplement for Phase I for Round-About at Burnham Drive  
Harbor Hill Drive Extension Project  
Gig Harbor, Washington



HWA Ref: 2013-021-21  
Date: 13-Nov-14  
Revised:  
Prepared By: JLG/AS

Scope of Work: Phase I for Property on west side of Burnham Drive at Sportsman's Club's entrance.

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	2013 DIRECT SALARY COST							TOTAL HOURS	TOTAL AMOUNT
	Principal	Senior Engr	Geotech Engr	Hydro Geol	Geologist	CAD	Clerical		
Perform Phase I ESA	\$72.00	\$45.67	\$38.94	\$34.62	\$31.39	\$22.07	\$20.82		
- Conduct Environmental Data Review				2				2	\$69
- Perform Site Examination				4				4	\$138
- Interview Owners/Neighboring property occupants	1			4				5	\$210
- Prepare ESA	2			8				10	\$421
<b>TOTAL DIRECT SALARY COST</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21</b>	<b>\$839</b>

**LABORATORY TEST SUMMARY:**

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	0	\$18	\$0
Grain Size Distribution	0	\$90	\$0
Atterberg Limits	0	\$140	\$0
California Bearing Ratio (CBR)	0	\$450	\$0
Moisture/Density (Modified Proctor)	0	\$215	\$0
<b>LABORATORY TOTAL:</b>			<b>\$0</b>

**ESTIMATED DIRECT EXPENSES:**

Mileage @ 0.565/mi + Bridge Toll	\$65
Phase I ESA database report	\$0
Laboratory Testing (See details to left)	\$0
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$65</b>

**SUBCONTRACTORS:**

Excavation Subcontractor	\$0
Subcontractor Markup @ 10%	\$0
<b>TOTAL SUBCONTRACTORS:</b>	<b>\$0</b>

**PROJECT TOTALS AND SUMMARY:**

Direct Salary Cost (DSC)	\$839
Overhead Cost (1.8832 x DSC)	\$1,580
Fixed Fee (30% x DSC)	\$252
Subcontractors	\$0
Direct Expenses	\$65
<b>GRAND TOTAL:</b>	<b>\$2,736</b>

**Assumed Conditions:**

1. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.
2. All site access, utility locates, clearing and any permitting required for Phase I will be provided by the City, at no additional cost to HWA.



## Sub-Consultant Qualifications

### **Strickland, Heischman & Hoss, Inc. (James Hoss, MAI, SR/WA / Appraisal)**

SHH was incorporated in July 1989, providing professional appraisal services throughout the state of Washington. SHH is a mid-sized appraisal firm located in Tacoma Washington staffed with 14 certified appraisers and a 3 member support team. Jim staff has extensive experience appraising rights of way including temporary and permanent easements, partial and full fee simple acquisitions, leasehold fee, etc., for a large variety of property types including commercial, residential, and special use properties. Jim and his team provide cost-effective information that you can rely on, including preliminary right of way cost estimates thru final appraisals. Jim has provided appraisal services to WSDOT, and many local public agencies throughout the Puget Sound Region. Mr. James Hoss, MAI, SR/WA, is approved by WSDOT to provide Appraisal services.



### **The Granger Company (Joe Granger / Appraisal Review)**

The Granger Company was established by Joseph H. Granger as a sole proprietor in 1994 after retirement from WSDOT, specializing in eminent domain appraisal review services for all public and quasi-public agencies throughout Washington State. The Granger Company is licensed with the State of Washington (#1100549) and is approved for eminent domain appraisals and appraisal reviews by the URA, FHWA, WSDOT, TIB, and RCO (formerly IAC) for federal, state, and local public agencies throughout the Puget Sound Region. Mr. Granger is approved by WSDOT to provide Appraisal Review services and has experience providing appraisal reviews to WSDOT, and many other local public agencies.



December 30, 2014

Universal Field Services, Inc.

**City of Gig Harbor - Harbor Hill Road Extension**

**Right of Way Acquisition Services  
Fee Estimate**

**DIRECT SALARY COSTS (DSC)**

	<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1	Quality Assurance	12.0	X	\$54.00	=	648.00
2	Project Manager	40.0	X	\$42.00	=	1,680.00
3	Acquisition Specialist	160.0	X	\$38.00	=	6,080.00
4	Sr Administrative Specialist	40.0	X	\$30.00	=	1,200.00
		<b>Total Hours</b>				<b>Subtotal DSC = 9,608.00</b>
		Overhead (OH)		73.41%		of DSC = 7,053.23
		Fixed Fee (FF)		28.00%		of DSC = 2,690.24
						<b>TOTAL DSC = 19,351.47</b>

**DIRECT NONSALARY COSTS (DNSC)**

Mileage	3600	miles @ \$ 0.575	2,070.00
Miscellaneous Expenses (see note 4 below)			650.00
			<b>TOTAL DNSC = 2,720.00</b>

**SUBCONSULTANTS**

Appraisal - (SHH)	(Appraisal reports - 4 each)	8,500.00
Appraisal Review (Granger)	(Appraisal Review reports - 4 each)	3,200.00
2% Administrative (B&O Tax, etc.)		234.00
		<b>TOTAL SUBCONSULTANT FEES = 11,934.00</b>

**TOTAL ESTIMATED AMOUNT = 34,005.47**

**Notes:**

- 1.) Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
- 2.) Mileage to be billed at \$0.575/mile or the approved IRS rate at the time mileage is incurred.
- 3.) See Table A in the Scope of Work for list of parcels impacted and the real property rights to be acquired from each.
- 4.) Reimbursable miscellaneous expenses, including but not limited to: ferry fees, postage, parking printing, long distance telephone, etc., at cost - no markup.



January 6, 2015

**Scope of Work**  
**City of Gig Harbor**  
**Harbor Hill Drive Extension Route and Park Improvement**  
**Right of Way Acquisition Services**

According to the City of Gig Harbor (CITY) and David Evans & Associates (DEA) staff, there are no federal funds participating in any phase of this project at this time. Therefore Right of Way Certification through WSDOT's Local Agency Coordinator or Highways and Local Programs is not required. However, to the greatest extent practical, Universal Field Services (UFS) will complete all Right of Way Acquisition services in compliance with the CITY's WSDOT approved procedures as summarized in WSDOT's Right of Manual M 26-01, most current version, in support of the CITY's application of federal funds for construction. The real property rights to be acquired from each parcel under this scope of work are identified in Table A below. Additional parcels or real property rights other than shown herein will require an amendment to this scope of work and related fee estimate.

It is assumed there are no business occupants, residential occupants, or personal property displaced by this project, therefore relocation assistance is not required.

This scope of work is based on the following:

- 1.) Discussions with CITY & DEA staff.
- 2.) Review of Preliminary Right of Way Acquisition Exhibit provided by DEA dated 12/29/14.
- 3.) Review of limited public on-line ownership information.
- 4.) Obligation letter from FHWA to use federal funds for ROW Acquisition not required.

**Right-of-Way Services & Activities**

**A. Preparation and Administration** - Discuss, strategize and plan overall process with project team. Attend project kickoff meeting with CITY / DEA staff and up to two (2) progress meetings. Progress meetings can be facilitated by conference calling if preferred. Provide up to six (6) monthly progress reports indicating the work completed for the invoiced month, anticipated work for the following month, and identify issues requiring the CITY's or DEA's input or assistance. UFS will provide sample acquisition documents for the CITY's review and approval for use. The CITY's pre-approved forms will be used when provided. Prepare parcel files to include: fair offer letters; recording and ancillary documents; a standard diary form indicating all contacts with owner(s); and other items necessary for negotiations.

Deliverables:

- Attend Project Kickoff Meeting – assume held at CITY office
- Attend two (2) Progress Meetings – assume held at City office
- Provide six (6) monthly Progress Reports
- Coordinate with the CITY of approved Acquisition forms for project use
- Prepare parcel acquisition files

**B. Title/Ownership Review** – It is assumed the CITY will provide up to four (4) title reports of impacted properties. If requested, UFS will order title reports and or any updates and title supplements. Upon receipt of title reports, UFS will conduct initial reviews of each report to assess potential complications at closing and potential conflicts from utility encumbrances, etc., that may pose obstacles or delays to the acquisition closing process. A Parcel Summary Memo for each title report will be developed listing encumbrances and exceptions with recommendations to the CITY on how to resolve each.

Deliverable:

- Prepare up to four (4) parcel summary memo listing ownerships, title exceptions, etc.

January 6, 2015

- C. True Cost Estimate / Project Funding Estimate** – Due to the limited number of parcels affected by this project and the potential damages or cost to cure to the remainders of each parcel, it is recommended appraisal reports are completed for all parcels impacted as shown in Table A. Additionally, the CITY is not seeking FHWA approval to use federal funds for the ROW Acquisition phase of this project, therefore neither a True Cost Estimate (TCE) or a Project Funding Estimate (PFE) is required in support of the CITY's future application of federal funds for construction. We anticipate there is no benefit to completing a Project Funding Estimate (PFE), unless at a later date, real property rights are required from additional parcels with estimates of just compensation under the CITY's WSDOT approved Appraisal Waiver limit of \$25,000. In the event federal funds are obtained by the City for any phase of the project, including construction funds subsequent all Right of Way acquired, a TCE or PFE would be required for ROW Certification. Since it is assumed all parcels will be appraised, a less stringent TCE would be the appropriate method.

Deliverables: N/A – For informational purposes only.

- D. Relocation Plan** – It is assumed there are no business occupants, residential occupants, or personal property displaced by this project. Therefore relocation assistance and advisory services are not required.

Deliverable: N/A – For informational Purposes only.

- E. Appraisal** – Upon written notice to proceed from the DEA, UFS will commence the real property valuation process. UFS will subcontract and manage the Appraisal and Appraisal Review process with appraisal firms pre-approved and qualified by WSDOT and licensed by the State of Washington. Appraisal report(s) will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, current WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the URA.

Appraisal content and related expenses for specialty studies of hazardous materials (ESA Phase 1, 2, or 3), parking modification estimates, septic systems, etc., are excluded unless noted otherwise. It is assumed properties to be appraised are clean of hazardous materials.

It is assumed four (4) Appraisal and Appraisal Review reports will be required. Total number of Appraisals is subject to change based on project design revisions, or as directed by DEA and the CITY.

Deliverables:

- Four (4) Appraisal reports
- Four (4) Appraisal Review reports
- UFS staff will attend all Appraisal inspections

- F. Acquisition Negotiation** – Completed Appraisal and Appraisal Review reports will be submitted to the CITY for review and written approval establishing the amount of Just Compensation to the property owners. Upon approval from the CITY, UFS will prepare the offer package(s) and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible.

Negotiations will be conducted in accordance with statutory and regulatory requirements and will include: Coordinate administrative settlement approvals with DEA and the CITY; Negotiate as necessary with lien holders, assisting escrow in the closing process; Prepare and maintain parcel files to include fair offer letters, acquisition documents; a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations. Keep updated and accurate field notes and diaries in accordance with WSDOT Right of Way Manual. Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative

January 6, 2015

through direct personal contacts. Out-of-area owner(s) will be contacted by telephone and by certified mail.

If negotiations reach an impasse, UFS shall provide DEA and the CITY with written notification. If necessary, UFS will attempt to secure Administrative Settlements or obtain Voluntary Possession and Use Agreements when appropriate allowing the project to move forward and allowing the owner additional time to negotiate.

It is recommended the CITY transfer any real property rights required from its tax parcel no. 4002470030 internally for public roadway purposes via council approval of a resolution or ordinance and record the same with Pierce County. Said resolution or ordinance to be referenced on the ROW Plans prior to Certification.

Deliverables:

- Completed acquisition files with owners of up to four (4) separate tax parcels – See Table A.

- G. Relocation Assistance** – It is assumed there are no business occupants, residential occupants, or personal property displaced by this project. Therefore relocation assistance and advisory services are not required.

Deliverable: N/A – For informational purposes only.

- H. Parcel Closeout / Title Clearing** – Prior to sending a settled acquisition file to the CITY for payment and closing, UFS will request an update on each title report from the designated Title Company to ensure title has not changed and new encumbrances have not been recorded. The signed conveyance and payment documents will be transmitted to the CITY for approval and signature. Once CITY approval is received, the documents will be forwarded to Title or Escrow for closing and recording. UFS will work with the Title Company to remove unacceptable exceptions and obtain title insurance policies for the CITY.

UFS will provide advisory assistance to the CITY in determining the most appropriate method of closing properties, subject to the CITY's Title Clearing policies. All closed and completed files and diaries will be delivered to the CITY in a form satisfactory for necessary state and federal approvals.

Deliverable:

- Deliver completed original Acquisition parcel files to the CITY

- I. Right-of-Way Certification** – According to the CITY and DEA staff, there are no federal funds participating in any phase of the project at this time. Therefore Right of Way Certification through WSDOT is not required. However, all parcel acquisition files will be prepared and completed to the extent allowed towards the satisfaction of a WSDOT Right of Way file review.

January 6, 2015

**Additional Work** - If other tasks are required to be performed or there are changes in pertinent information or if negotiations exceed the industry standard for a good faith effort to negotiate (three “in-person” landowner contacts), UFS reserves the right to request additional compensation as an equitable adjustment. UFS shall not be responsible for delays caused beyond its control.

TABLE A					
No	Tax Parcel No	Owner	Partial Fee Simple	Permanent Slope Easement	Temporary Construction Easement
1	0222313044	Gig Harbor Sportsman’s Club	X	X	X
2	0222313024	NW Commons Group LLC	X	X	X
3	0222313020	Stutz, Del & Ellen	X	X	X
4	0222313027	Ashdan Blake Inv., LLC		X	X

**CITY / DEA will provide the following:**

1. Preliminary Commitments (Title Reports) for the three (3) parcels shown in Table A. If requested, UFS will order title reports or any updates. The title company will bill the CITY directly for each report.
2. Approve designation of the escrow company used for this project. The escrow company will bill the CITY directly for all escrow services provided.
3. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
4. Legal descriptions in electronic format for all real property rights to be acquired.
5. Form approval, in electronic format, of all legal conveyance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases and permits).
6. Review and approval of all determinations of value, established by the project appraisers. Provide written authorization prior to offers being made to property owners.
7. Payment of any and all compensation payments to property owners, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.



*the* **Granger Company**  
*Eminent Domain Appraisal Review and Consulting*

December 30, 2014

Mitch Legel  
Universal Field Services  
111 Main Street, # 105,  
Edmonds, WA 98020

**re: City of Gig Harbor; Harbor Hill Drive Extension;  
Appraisal Review Services**

Dear Mr. Legel:

Please be advised that my fee to do appraisal reviews on the above project is \$700 per larger parcel appraisal review plus \$100 per larger parcel for rebuttals; this would total \$3,200 for four appraisal reviews. This fee is at my usual charge of \$100 per hour, which is the rate I charge my best clients, and it includes all my charges, expenses, taxes, and costs.

My deliverables will be narrative appraisal review reports that I will personally write and sign. My appraisal review reports will meet or exceed all City of Gig Harbor, state, federal, WSDOT, USPAP, RCO, and TIB requirements.

Please also be advised that I am on the WSDOT List of Approved Review Appraisers.

I can begin the reviews within 7 work days of my receipt of the appraisals and complete them at the rate of 1 per 2 work days thereafter.

Thank you for the opportunity of bidding on this important project. Please contact me if you have any questions.

Sincerely,



Joseph H. Granger, Review Appraiser  
Washington State Certified General Appraiser # 1100549



December 31, 2014

Mitch Legel  
Northwest Regional Manager  
Universal Field Services, Inc.  
111 Main Street, Suite 105  
Edmonds, WA 98020  
e-mail: mlegel@ufsrw.com

Re: Harbor Hill Drive Extension  
Gig Harbor, WA

Dear Mr. Legel:

As per our telephone conversation, our firm will supply you with appraisal services concerning the above mentioned project. Maps supplied by your office indicate there are four parcels that require appraisal services at the current time. The appraisals will reflect partial acquisitions on the subject properties in the form of fee simple, permanent slope easement, and/or temporary construction easement.

The fee for these appraisals is summarized below, with a delivery date of forty days from your notice to proceed. It is noted that these fees do not include any other experts that may be needed in the appraisal process. It is my understanding that included in the project, and not to be considered in the appraisal, is some safeguards and a reconstructed private drive access for the Gig Harbor Sportsman Club parcel. Also the fees does not include any court time that may result in condemnation, which will be billed separately at \$250 per hour.

<u>Parcel No.</u>	<u>Assessors No.</u>	<u>Type of Appraisal</u>	<u>Fee</u>
1	0222313044	Appraisal	\$3,500
2	0222313024	Appraisal	\$1,500
3	0222313020	Appraisal	\$1,500
4	0222313027	Appraisal	<u>\$2,000</u>
Total			\$8,500

The difference in the fees on a parcel basis is due to the complexity of the appraisal problem. Also if common sales data can be used and analysis due to the property's characteristics, which to some degree is evident in Parcel 2 and 3.

Should you have any questions or comments concerning this proposal, or other items do not hesitate to contact our office.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'J. Hoss', written over a horizontal line.

James L. Hoss, MAI, SR/WA



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January 5, 2015

Al Tebaldi  
David Evans & Associates  
3700 Pacific Hwy. East, Suite 311  
Fife, WA 98424

Delivered via email to: [amte@deainc.com](mailto:amte@deainc.com)

**Re: Range Evaluation & Recommendations, Gig Harbor Sportsman's Club**  
**Proposal #: QR15001**

Dear Mr. Tebaldi,

*TRS Range Services (TRS)* is pleased to provide you with the following cost proposal to complete a site visit and evaluation of the Gig Harbor Sportsman's Club in Gig Harbor, WA. *TRS* understands that your company, David Evans & Associates (DEA), is working on a new road alignment near the existing Sportsman Club's shooting range. DEA is interested in having a company with expertise in shooting ranges and ballistics evaluate the potential for rounds from the shooting range to impact the new road alignment. *TRS* has provided similar evaluations of shooting ranges throughout the United States and has extensive experience with range safety and round containment.

*TRS* will provide the following services as part of a range evaluation for this project:

- Site visit to the range by a consulting range expert. Site visit will include evaluation of in place round containment measures at the site including primary impact berms, bullet traps, side berms and overhead baffles. The site visit to the range will also include discussions with range staff to determine range safety practices and maintenance procedures.
- *TRS* will provide a report detailing findings of the site evaluation. This report will include the determination of the range Surface danger Zone which can be compared to the proposed road alignment.
- Site report will include recommendations for safety measures that can be implemented to further insure round containment at the range. In addition, we will work with the road design team to make recommendations for safety features that can be implemented within the road design to further insure safety.
- If needed, *TRS* can provide budgetary cost estimates for safety measures recommended for round containment at the range.
- Attendance at a meeting with Government officials to discuss range safety findings and recommendations.

**Cost**

*TRS* will complete the above listed scope of work for a lump sum fee of **\$4,500.00**.

*TRS RANGE SERVICES, LLC*

1117 N. Eagle Road Eagle, Idaho 83616 • 208-938-2891 • 208-938-2892 fax  
1739 Maybank Hwy, Ste B Box 326 Charleston, South Carolina 29412 • 843-795-3860 • 843-795-2144 fax  
[www.trsrangeservices.com](http://www.trsrangeservices.com)



**Exclusions**

- For the purposes of this proposal we have included attendance at one (1) site meeting in addition to the initial site visit to the range. Attendance at additional site meetings would be provided at a cost of \$1,000.00 per meeting.
- Any designs provided for this project will be conceptual in nature and will not be signed and stamped by an engineering professional.
- Permitting and permitting fees are not included in this proposal.

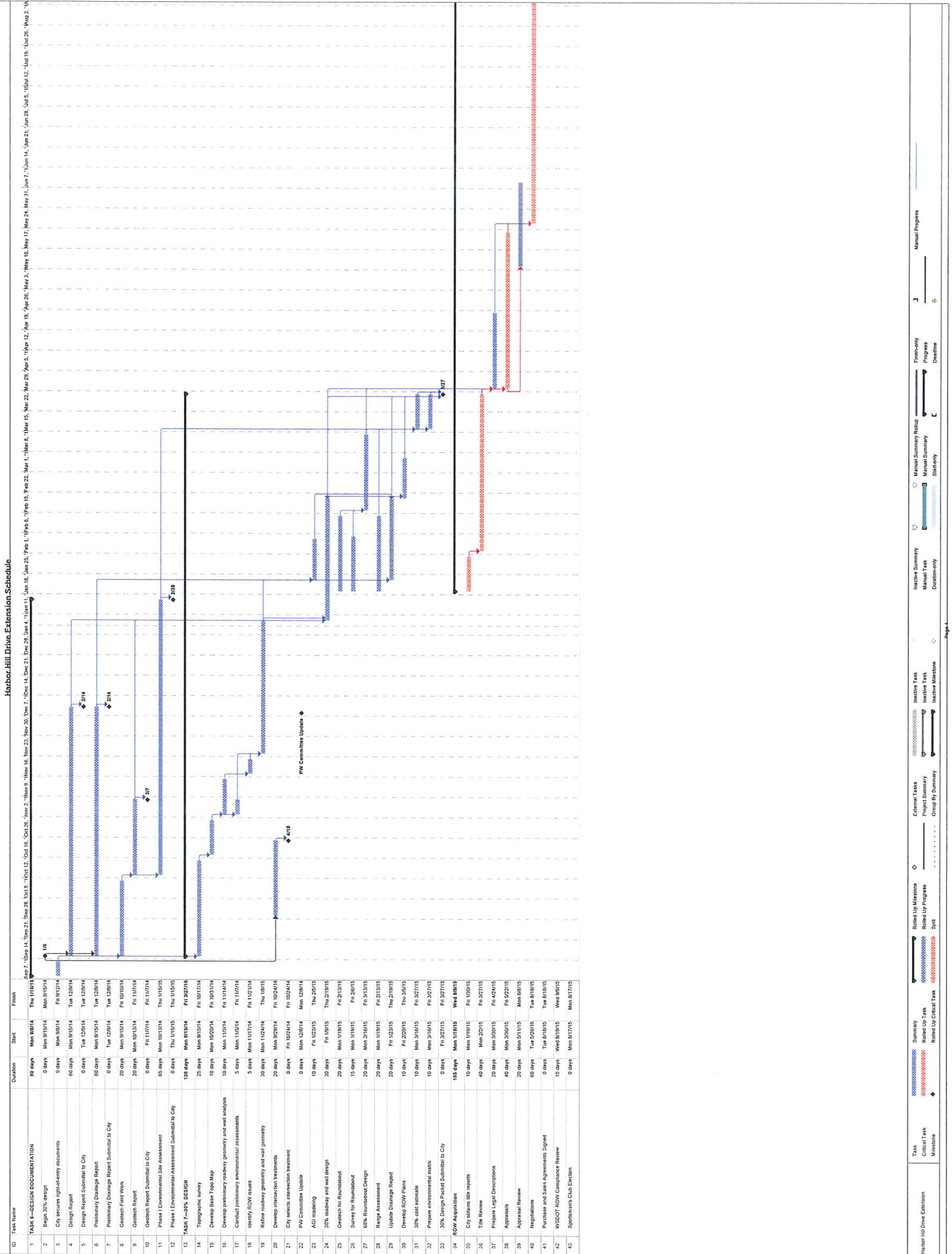
We look forward to working with you on this project. Please feel free to contact me with any questions at 208 938-2891 or on my cell at 208 949-4244.

Sincerely,

Brandt Elwell  
**TRS RANGE SERVICES**  
O: 208 938-2891  
M: 208 949-4244  
belwelltrs@gmail.com

<b>Authorization to Proceed</b> Signing and dating below to authorize TRS to proceed with the proposed work:	
_____	_____
Signature	Date
_____	
Printed Name	
_____	
Title	
_____	
Agency	

Harbor Hill Drive Extension Schedule





POLICE-COMMUNITY PARTNERSHIPS

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GIG HARBOR, WA



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

**Subject:** Public Hearing and First Reading of Ordinance – School Impact Fees and Related Housekeeping Items.

**Proposed Council Action:** Conduct a public hearing and consider approval of the ordinance at second reading.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE  
Public Works Director

*102*

**For Agenda of:** January 12, 2015

**Exhibits:** Ordinance

Initial &  
Date

**Concurred by Mayor:**

*JM 1/5/15*

**Approved by City Administrator:**

*RW 1/5/15*

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

*VIA EMAIL 1/1/15*

**Approved by Finance Director:**

*DR 1/5/15*

**Approved by Department Head:**

*102 1/5/15*

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

The City has the authority to adopt impact fees to address the impact on school facilities caused by new development, pursuant to RCW 82.02.050 through 82.02.110. The City and the Peninsula School District (District) entered into an Interlocal Agreement in April 2004 establishing duties and responsibilities of the parties with regard to implementation of school impact fees. The last time the District requested an adjustment to the City’s school impact fee was 2007.

In October 2014 the District requested the City amend the school impact fee to correspond with the District’s Six-Year Capital Facilities Plan for 2015-2020 and to be consistent with school impact fee changes recently adopted by Pierce County. The District has requested the City adjust the school impact fee annually according to the Consumer Price Index for the Seattle/Tacoma/Bremerton Standard Metropolitan Statistical area (CPI).

The attached ordinance for consideration establishes the school impact fee in the City to match the District’s school impact fee in Pierce County and is consistent with the District’s six-year capital facility plan. The attached ordinance also automatically ties future increases to the school impact fee to the CPI.

Additionally, this ordinance reflects recent changes in state law that allows the City’s school, transportation, and park impact fees to be expended or encumbered for use within ten years instead of the six years as noted in the City’s current code. Lastly, as a general housekeeping measure, this ordinance reflects the City’s desire to make the process for appeals of all impact fees consistent with other City appeal processes.



**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

The Public Works Committee at their December 2014 meeting recommended council consideration of this ordinance.

**RECOMMENDATION/MOTION**

Conduct a public hearing and consider approval of the ordinance at second reading.

**ORDINANCE NO. 13xx**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO IMPACT FEES; ADJUSTING SCHOOL IMPACT FEES AND GENERAL IMPACT FEE PROCESSES; AMENDING SECTIONS 19.12.010, 19.12.070, 19.12.080, 19.12.120, AND 19.12.170 OF THE GIG HARBOR MUNICIPAL CODE; REPEALING SECTION 19.12.130 AND REPLACING WITH NEW SECTION 19.12.130; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

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WHEREAS, the City has the authority to adopt impact fees to address the impact on school facilities caused by new development, pursuant to RCW 82.02.050 through 82.02.110; and

WHEREAS, the City and the Peninsula School District (District) entered into an Interlocal Agreement in April 2004 establishing duties and responsibilities of the parties with regard to implementation of school impact fees; and

WHEREAS, the entire limits of the City are located within the District's boundary; and

WHEREAS, the District has requested the City amend the school impact fee to correspond with the District's Six-Year Capital Facilities Plan for 2015-2020 and to be consistent with school impact fee changes recently made by Pierce County; and

WHEREAS, the District has requested the City adjust the school impact fee annually according to the Consumer Price Index for the Seattle/Tacoma/Bremerton Standard Metropolitan Statistical area; and

WHEREAS, recent changes in state law allow school, transportation, and park impact fees collected by the City be expended or encumbered for use within ten years instead of the previous six years; and

WHEREAS, as a general housekeeping measure, the City desires to make the process for appeals of all impact fees consistent with other City appeal processes;

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

Section 1. Section 19.12.010(A) of the Gig Harbor Municipal Code is hereby amended to read as follows:

This chapter is enacted pursuant to the city's police powers, the Growth Management Act as codified in Chapter 36.70A RCW, the impact fee

statutes as codified in RCW 82.02.050 through ~~82.02.400~~ 82.02.110, Chapter 58.17 RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA), Chapter 43.21C RCW.

Section 2. Section 19.12.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.12.070 Fee schedules and establishment of service area.**

A. Impact fee schedules setting forth the amount of the impact fees to be paid by developers are listed in Appendix B for roads, and Appendix C for parks, ~~and Appendix D\* for schools~~, attached to the ordinance codified in this chapter and incorporated herein by this reference.

B. Impact fees for schools to be paid by developers shall be as follows:

1. The amount of the impact fees to be paid by developers for schools effective February 1, 2015 shall be:

Single-Family Residential      \$ 3,270 per dwelling unit

Multi-Family Residential      \$ 1,725 per dwelling unit

2. The amount of the impact fee shall automatically be adjusted on February 1 of each subsequent year according to the Consumer Price Index for the Seattle/Tacoma/Bremerton Standard Metropolitan Statistical area (utilities) and rounded to the nearest \$1, using January 2015 as the base year.

3. At no time shall the school impact fee imposed by the City exceed the impact fee calculation identified in the school district's Capital Facilities Plan adopted by the school district's Board of Directors.

C. For the purpose of this chapter, the entire city shall be considered one service area.

Section 3. Section 19.12.080(A) of the Gig Harbor Municipal Code is hereby amended to read as follows:

Director Calculates the Fees. The director shall calculate the impact fees set forth in Appendices B and C, more specifically described in the Gig Harbor six-year road plan and the parks, open space and recreation plan. The superintendent shall calculate the school impact fees set forth in GHMC 19.12.070.~~Appendix D.\*~~ The city council shall have the final

decision on the calculation of the impact fees to be imposed under this chapter as set forth in Appendices B and C.

Section 4. Section 19.12.120(E) of the Gig Harbor Municipal Code is hereby amended to read as follows:

The school district shall annually review and update its capital facilities portion of the city's comprehensive plan and submit such updated plan to the city by ~~April~~ July 1st of each year. The school district's updated capital facilities plan shall identify projects that are growth-related, include the amount of school impact fees paid, and may include a proposed school impact fee schedule adjustment.

Section 5. Section 19.12.130 of the Gig Harbor Municipal Code is hereby repealed in its entirety and replaced with the following new Section 19.12.130 to read as follows:

**19.12.130 Funding of projects.**

A. Park and Transportation Funding

1. An impact fee trust and agency fund is hereby created for parks and transportation fees. The director shall be the manager of the city's fund. The city shall place park and transportation impact fees in appropriate deposit accounts within the impact fee fund.
2. The parks and transportation impact fees paid to the city shall be held and disbursed as follows:
  - a. The fees collected for each project shall be placed in a deposit account within the impact fee fund;
  - b. When the council appropriates capital improvement project (CIP) funds for a park or transportation project on the project list, the park or transportation fees held in the impact fee fund shall be transferred to the CIP fund. The non-impact fee moneys appropriated for the project shall comprise both the public share of the project cost and an advancement of that portion of the private share that has not yet been collected in park or transportation impact fees;
  - c. The first money spent by the director on a project after a council appropriation shall be deemed to be the fees from the impact fee fund;
  - d. Fees collected after a project has been fully funded by means of one or more council appropriations shall constitute reimbursement to the city of

the funds advanced for the private share of the project. The public moneys made available by such reimbursement shall be used to pay the public share of other projects;

- e. All interest earned on impact fees paid shall be retained in the account and expended for the purpose or purposes for which the impact fees were imposed.
3. Projects shall be funded by a balance between impact fees and public funds, and shall not be funded solely by impact fees.
4. Impact fees shall be expended or encumbered for a permissible use for ten years after receipt, unless there exists an extraordinary or compelling reason for fees to be held longer than ten years. The director may recommend to the council that the city hold park or transportation fees beyond ten years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the council.

B. School District Funding

1. The school impact fees paid to the City shall be receipted by the City and transmitted to the school district on a monthly basis.
2. In accordance with Chapter 82.02 RCW, the school district shall be responsible for establishing and maintaining school impact fee accounts, expending school impact fees, and the refund of any such fees.

- C. The school district and the director shall prepare an annual report on the impact fee accounts showing the source and amount of all moneys collected, earned or received and projects that were financed in whole or in part by impact fees.

Section 6. Section 19.12.170(D)(1) of the Gig Harbor Municipal Code is hereby amended to read as follows:

An appeal of the impact fee after reconsideration may be filed without appealing the underlying permit. ~~This procedure is exempt from the project permit processing requirements in Chapters 19.01 through 19.06 GHMC, pursuant to RCW 36.70B.140.~~ If the developer files an appeal of the underlying permit and the impact fee, the city may consolidate the appeals.

Section 7. 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 8. Effective Date. This ordinance shall take effect and be in full force and effect on February 1, 2015 and 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 January 2015.

CITY OF GIG HARBOR

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Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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Angela G. Summerfield

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED: 01/28/2015  
EFFECTIVE DATE: 02/01/2015  
ORDINANCE NO: