

Gig Harbor City Council Meeting

**July 12, 2004
7:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
July 12, 2004 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARINGS:

1. School Impact Fees.
2. Amendment to Front Street Vacation.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of June 28, 2004 and Building Size Worksession 6/21/04.
2. Resolution No. 627 – Surplus Equipment.
3. Resolution No. 628 – Harbor Street Vacation Request – Hunter.
4. Well No. 6 Sand Repack Project – Contract Award.
5. Pump Station 2A Project Redesign – Consultant Services Contract.
6. Replacement of Court Computers.
7. Approval of Payment of Bills for July 12, 2004:
Checks #44472 through #44584 in the amount of \$245,672.06.
8. Approval of Payroll for the month of June:
Checks #3267 through #3320 and direct deposit entries in the amount of \$257,790.80.

OLD BUSINESS:

1. First Reading of Ordinance – Adopting Findings and Facts for the Continuation of a Moratorium on Water Hook-ups.
2. Second Reading of Ordinance – Traffic Impact Fees.
3. Second Reading of Ordinance – School Impact Fees.
4. Interlocal Agreement with Peninsula School District.
5. First Reading of Ordinance Amendment to Front Street Vacation – Stenbak Property.

NEW BUSINESS:

1. First Reading of Ordinance – Issuance and Sale of UTGO Bond – Acquisition of Real Estate.
2. First Reading of Ordinance – Issuance and Sale of UTGO Bond – Construction of a Maritime Pier.

STAFF REPORT:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JUNE 28, 2004

PRESENT: Councilmembers Young, Conan, Picinich, and Ruffo. Councilmember Franich acted as Mayor Pro Tem. Councilmembers Ekberg and Dick were absent.

CALL TO ORDER: 7:02 p.m.

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING: Continuation of Moratorium on Water Hook-ups.

Mayor Pro Tem Franich opened the public hearing at 7:03 p.m. John Vodopich, Community Development Director, explained that on May 24th, Council took emergency action to adopt Ordinance No. 960 which imposed an immediate moratorium on connections to the city's water system, and the acceptance of certain development applications and outside utility extension agreements. A formal public hearing within sixty days of the adoption of the ordinance is required to adopt findings and fact to enact the ordinance for a period of six months.

David Freeman – Snodgrass Freeman & Associates, 3019 Judson Street. Mr. Freeman voiced his concerns that when the moratorium is lifted there will be a rush of applicants. He explained that he has three clients whose projects were in development and that are affected by this moratorium. He recommended that the applicants who had submitted projects prior to the moratorium be allowed to continue through the process of site plan review so that they can proceed with their site development so that they will not be pushed aside by new applications or experience further delays when the moratorium is lifted. He recommended a queuing system to first take those applications that were already in process when the moratorium was placed.

Theo Giddeon – Master Builders Association. Mr. Giddeon agreed with the concerns voiced by Mr. Freeman and with the recommendation for a queuing system. He said that this would allow a smoother transition once the moratorium is lifted.

Carol Morris, City Attorney, said that she did not recommend allowing applicants to continue on in the site plan process, as there is no guarantee when the moratorium will be lifted. She explained that this may give an applicant the idea that their project is vested, when the applicant may have to go through the review process a second time if code changes occurred during the moratorium.

Councilmembers briefly discussed these concerns.

There were no further comments and the public hearing closed at 7:15 p.m.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of June 14, 2004, Special Council Meeting 6/1/04, Building Size Worksession 6/1/04, and Building Size Worksession 6/7/04.
2. Correspondence / Proclamations: a) Pierce County - Homeland Security
b) MultiCare – Certificate of Need Process c) Peninsula Neighborhood Assoc.
3. Civic Center Project Acceptance – Porter Brothers.
4. Resolution 625 – Declaration of Surplus Property.
5. Resolution 626 – Revision to Front Street Vacation.
6. Liquor License Application: Brix 25 Restaurant.
7. Approval of Payment of Bills for June 28, 2004:
Checks #44354 through #44471 in the amount of \$273,094.15.

MOTION: Move to approve the consent agenda as presented.
Picinich / Conan – unanimously approved.

OLD BUSINESS:

1. Rotary Pavilion Centennial Project. Mark Hoppen, City Administrator, explained that members of the Committee appointed to review the Rotary Pavilion placement and scale were going to make a presentation. He introduced Gary Glein and Chuck Hunter.

Mr. Glein and Mr. Hunter gave a joint report, naming the other members of the committee that had participated in several meetings. They summarized the points in the written report that resulted in a recommendation to locate the new Pavilion to a spot a few feet north of the garage site, a reduced structure size, and lower roof pitch. The smaller structure was recommended so not to compete with the Skansie House or Netshed. Mr. Glein asked that Council approve the recommendation and to expedite the process to allow the construction to be completed by the end of 2004.

Dave Freeman passed out a drawing showing the amended project and placement on the site.

Councilmembers commended the committee for their work and the timely submission of the recommendation.

MOTION: Move to approve the joint recommendation from the Ad Hoc Committee as presented and instruct staff to move the project through quickly to get the project completed before the end of the year.
Ruffo / Picinich – unanimously approved.

2. Continuation of Moratorium on Water Hook-ups. John Vodopich explained that the city applied for two pending water-right applications in 2000, and the Department of Ecology indicated that it would take six to eight years to process the permits. This led to a decision by Council to enter into a cost reimbursement program with DOE to pay for a third-party consultant to review the applications both up to and including the city's. A decision on the city's application should be rendered by September 10th, with a 30-day

appeal period. He said that the matter before Council is to prepare findings of fact to support the continued moratorium on the acceptance of certain development applications and outside utility extension applications for a period of six months.

Mr. Vodopich addressed questions regarding the volume and timing of the pending water applications.

Councilmembers address the concerns regarding a queuing system for those applications that were in process when the moratorium was placed. It was determined that these applications were far enough along in the process that they would have an advantage over a new application when they were able to resubmit when the moratorium was lifted. This will be reevaluated at the six-month mark to determine if any other action would be required.

MOTION: Move that we justify the continuation of the moratorium for an additional six months.
Ruffo / Picinich – unanimously approved.

3. Second Reading of Ordinance - Northwest Employment Center Annexation. John Vodopich presented this ordinance relating to the annexation of approximately 226 acres located west of Highway 16 and south of Bujacich Road.

Councilmember Young asked if congestion at the intersection at Rosedale and Skansie would be addressed in the Six-year TIP. Mr. Hoppen explained that there are no anticipated changes to that intersection. Mr. Vodopich explained that any development would have to go through a traffic analysis to evaluate the impacts to the intersection and possibly mitigate the effects.

Councilmember Franich voiced concern that the city is annexing this large property northwest of Highway 16, and said that at a future date, he would like to see Council address the size of the UGA.

MOTION: Move to adopt Ordinance No. 962 as presented.
Ruffo / Conan – four Councilmembers voted in favor.
Councilmember Franich voted no.

NEW BUSINESS:

1. First Reading of Ordinance – School Impact Fees. Mark Hoppen explained that there would be a public hearing at the next meeting and second reading of this ordinance regarding school impact fees. He said that there are two separate Council actions that will come before Council; the ordinance implementing school impact fees, and the Interlocal Agreement. He said that no action is required at this time. He explained that this has been in process for some time.

Laurel Schultz – 5303 138th Ave NW. Ms. Schultz spoke in favor of the school impact fees because of the projected growth and the potential for overcrowding in the schools.

Rachel Villa – 8309 52nd St. NW. Ms. Villa also spoke in favor of implementing school impact fees.

Marian Berejikian – Friends of Pierce County, PO Box 2084, Gig Harbor. Ms. Berejikian said that she is glad that the school impact fees are finally going to be implemented. She referred to a letter to Council from Gig Harbor North developer, John Rose, which also shows support for the fees. This is one way to assure a livable community. She thanked Council and said she would save further comments for the public hearing.

Councilmember Picinich said that this ordinance is long overdue. Councilmember Franich also supported moving forward with this ordinance, but voiced concern that the fee was too low.

This agenda item will return for a second reading at the next Council meeting.

2. Interlocal Agreement with Peninsula School District. This was discussed previously. This will return at the next meeting in conjunction with the ordinance to implement school impact fees.

3. Contract Authorization – Skansie Avenue Pedestrian Street Improvement Project. John Vodopich, Community Development Director, explained that this item was a 2004 Budget Objective, and only one contractor responded to the request for bids. The bid amount exceeds the budgeted objective by approximately \$9500, attributed to the rise in petroleum prices. He said that there adequate funds in the street budget to cover the increase.

MOTION: Move to authorize the award and execution of the contract for the Skansie Avenue Pedestrian Improvement Project to Fox Island Construction, Inc. in the amount of one hundred seven thousand four hundred fifty-nine dollars and no cents (\$107,459.00).
Ruffo / Picinich – unanimously approved.

STAFF REPORTS: None scheduled.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Pro Tem Franich asked if Council would consider the zoning change issue that was taken off the table. Councilmembers recommended waiting for the completion of the visioning process. If it is still necessary, it could be brought back at that time.

ANNOUNCEMENT OF OTHER MEETINGS:

Council Worksession on all zones within the View Basin with the exception of the Waterfront and Downtown Business District Zones: Tuesday, July 6, 2004, 6:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.30.110(1)(i).

MOTION: Move to adjourn to Executive Session at 7:47 p.m. for approximately 45 minutes.
Picinich / Ruffo - unanimously approved.

MOTION: Move to return to regular session at 8:25 p.m.
Picinich / Ruffo – unanimously approved.

MOTION: Move to adjourn at 7:47 p.m.
Young / Picinich – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 17.

Gretchen Wilbert, Mayor

Molly Towslee, City Clerk

**GIG HARBOR CITY COUNCIL
BUILDING SIZE ANALYSIS WORKSESSION
June 21, 2004 6:00 p.m. – Civic Center Community Rooms**

PRESENT:

Councilmembers: Derek Young, Paul Conan, Jim Franich, Bob Dick, John Picinich, and Frank Ruffo. Mayor Wilbert presided over the meeting. Councilmember Ekberg arrived later in the meeting.

Staff: Mark Hoppen, John Vodopich, Steve Osguthorpe, Maureen Whitaker and Molly Towslee.

Mayor Wilbert opened the worksession at 6:08 and thanked every one for coming. John Vodopich, Community Development Director, explained that this session was to address building size limitations in the Waterfront Residential, Waterfront Millville, and Waterfront Commercial zones. He summarized the recommendations on the comparison chart and other handouts prepared for the meeting. The Mayor then began calling on members of the audience to speak.

Jim Pasin. Mr. Pasin requested clarification of boundary lines for the waterfront commercial and waterfront Millville zones. Steve Osguthorpe responded and identified the waterfront commercial zone begins at the old Wild Birds lot and follows around the bend. The division of the two districts lies at the end of Rosedale Street at Jerisich Dock.

David Boe. Mr. Boe spoke about his experience as an architect working on projects in Gig Harbor. He stated that the real issue was not a question of size but a question of character, scale, and view in connection to the water. He said that this is mainly an urban design issue. He suggested that the city have an urban design study done that takes scale and view into consideration of Harborview Drive, the basin and what it should be from the stand point of view corridors as well as the massing of buildings and lots. Mr. Boe said that as an architect, this was not about setting limitations but the consideration should be about urban design and a vision of what the waterfront should be. He said that he felt that this was what was missing in many of the discussions over the past two and a half years. He spoke of the Russell Building as a huge, modern building in comparison to the small buildings that are across the street. He stated that it has nothing to do with the building itself, because it has good scale, but it is the broad gesture that seems so alien because of the scale of the site. Mr. Boe summarized that the logical conclusion because of property values, that 3500 of gross sq. ft. for a building will create a cost per square foot price that will be so high that from a retail standpoint it will cost \$30-35 a sq. ft. to occupy the buildings which will be unaffordable for most merchants.

Councilmember Dick asked about the existing regulations pertaining to set backs on each of the zones. Mr. Vodopich responded by identifying the set backs in each zone, as identified on the hand out. Mr. Osguthorpe discussed that in the Historic District that

set back is determined by the lot width, which is considered a sliding scale set back. There was further discussion regarding the height in the three zones. Mr. Osguthorpe stated that a flat roof building is the same as identified in the zoning code, which is sixteen feet. A pitched roof building can be eighteen feet but with a minimum roof pitch of 6-12 with the ridge line perpendicular to the view.

Councilmember Dick inquired about the state Shoreline Act and the required set back. Mr. Osguthorpe responded that the only limitation is whether a structure can be built over the water. Each zone specifies what uses are allowed, if it is a permitted use a conditional use as identified in the zoning code. Further permitted requirements were discussed.

Councilmember Franich asked about impervious coverage in relation to buildings that are built over the water. Mr. Osguthorpe said that tidelands may be counted towards the impervious coverage requirements. Over the water commercial structures are discouraged, they must go through the conditional use process, and must be a water-related use, as well as owning the tidelands for this requirement to be met.

Jake Bujacich. Mr. Bujacich said that he was concerned with density and side yards in relation to preserving view. He discussed that there were no restrictions in regards to trees, which could be planted as a wall, which can destroy the view. Mr. Osguthorpe responded to the additional height allowance in the Waterfront Millville section of the code is inconsistent with the Design Manual and is trumped by the Design Manual. Mr. Osguthorpe said that as part of the Design Manual update, the zoning code will be reviewed to eliminate these inconsistencies. This section in the Waterfront Millville will be eliminated so that the 8-ft. provision will no longer be applicable.

Kit Kuhn. Mr. Kuhn asked for clarification on what is considered finished grade. Mr. Osguthorpe stated that the requirement is 27 feet above finished grade, and with the proposed changes to the Design Manual, the outcome will be 27 feet above both finished and natural grade.

Joel Wingard. Mr. Wingard represented Peninsula Neighborhood Association (PNA). He said that PNA had sent out an alert about this meeting to their membership and submitted some copies of their responses. He stressed the importance for access to the bay both visually and publicly. He pointed out that on the east side of the bay are mainly large, trophy homes thus creating less and less opportunity for access to the bay.

Dee Dee Babich. Ms. Babich said that she lived behind the big building (BDR building) and passed around pictures for Council of the trees at this building, showing the plantings of the Douglas fir. She stressed the importance of regulations for landscaping as these newly planted firs will someday block the view to the bay. Steve Osguthorpe stated that the trees that were planted were a condition of approval by the Hearing Examiner. Mayor Wilbert asked how we can put together something that will help maintain the views. Mr. Bujacich stated that there used to be an ordinance that

restricted the height of trees, and later the ordinance was changed. Mr. Bujacich strongly stressed that the city put together a requirement that will restrict tree height in the view corridor. Mayor Wilbert said that a View Retention Policy was discussed a few years ago and maybe we should bring this forward for new plantings that tries to maintain the native forest, take down the rotten trees and as we plant new vegetation, it will help keep the view corridors open.

Debra Nozawa. Ms. Nozawa said that she is the owner/operator of the Isamira Café in the old Poisidon location in Waterfront Millville. She said that she wanted to speak to growth and the restriction on the backside of her property and not the front. She spoke about the signage limitation of 6 feet and her neighbor that had a hedge that was over 6 feet tall. She stated that she went to the city and found that there was no restriction on hedges in the front yard, which blocks her signage currently. She spoke to the restrictions in her zone and stated that she would like to be open for two hours longer each day and would like to sell wine, which is prohibited in this zone.

Roseanne Sachson. Ms. Sachson said that after the last meeting she had emailed Mr. Vodopich twelve different sites around the United States and Canada that look similar to Gig Harbor and suggested that we ask them for all of their design review for both commercial and residential. She requested that the city put this information in a synopsis for the City Council and Mayor to see what other small towns with all of the same issues have dealt with which could be most helpful in assisting in the revision to the Design Manual. Ms. Sachson read an article from the New York Times regarding stricter size limits for single-family homes in Beverly Hills with increased set backs to keep newer homes from overwhelming their neighborhoods. Ms. Sachson also suggested that we have a community workshop like the one Mr. Boe suggested. She said that Beverly Hills has enacted a new style catalog and an incentive reward catalog that provides builder/developer incentives. Ms. Sachson also spoke about the bandstand in Steilacoom that was built whereby the top is removable and can be used when needed.

Diane Hunter. Ms. Hunter read an article in the Peninsula Gateway by Jane Shaw Carlson whom is very unhappy with the character of the town changing and felt that because she was unable to come and speak at these public meetings should not mean that she should not have a voice.

Chuck Hunter. Mr. Hunter expressed his concern about the proposed zoning changes that were included in the building size ordinance. He stated that he thought it was a devious thing to do. He asked the Council that before any zoning changes occurred to look at the Comprehensive Plan and Shoreline Plan for Gig Harbor and get an impartial party to review them. He stated that he would even pay half the fee if that is what it takes. He further stated that the Perteet study only made one reference in the final conclusions to any zoning change. Mr. Hunter discussed the Eddon Boat Company property that is proposed to be changed to Waterfront Millville and his concerns that this is the last stand of the fishing industry in Gig Harbor. He said that if big homes are built there, those residents will be just like the people across Harborview who will not

want any boating activity in front of their homes, with the fishermen starting early in the morning with the boats coming and going. He said that in five years we will be listening to those residents saying we need to get rid of the fishermen. He stated that the City Council can make rules that a restaurant or tavern cannot go in this location. He further stated that if the belief is that Waterfront Commercial and Waterfront Millville are the same thing then let the houses be built in the Waterfront Commercial zone and the fishing community is protected. Mr. Hunter stated that he is against rezoning this area. Mr. Hunter also brought up the issue about the trees, whereby the houses that want to go in at the Edden Boat Company location, most likely will plant trees to block out traffic noise. He went on to state that he believed that the Design Manual still allowed a green belt to delineate from one zone to another using the example of the Lungeon Building on Harborview Drive who have planted trees that in a few years will obscure the view and suggested the Council look carefully at the zoning around the Edden Boat Company. Councilmember Franich asked Mr. Hunter if what he said was it would be a good idea to not allow residential homes in the Waterfront Commercial area. Mr. Hunter said that the property owner takes a chance living in the WC zone and probably will not like the commercial daily activities that could be going on around him. Councilmember Ruffo read the Waterfront Millville Gig Harbor City Code. There was further discussion regarding the proposed joining changes. Councilmember Franich stated that he was in favor of the zoning change because it is more conducive to residential. Councilmember Young asked if removing the retail aspect the part that is against the Comprehensive Plan and Shoreline Management. Lita Dawn Stanton responded saying that planners are working on integrating edges of towns and how historically towns have evolved. Ms. Stanton gave the example of Susanne's Bakery that promotes pedestrian activity. Ms. Stanton suggested leaving the waterfront alone. She agreed with Mr. Boe regarding getting the community involved.

Mr. Hoppen spoke about the technical relationship between the zones. He also addressed the zoning inconsistencies.

Kit Kuhn spoke about the character issues and the need for an in-house workshop before any decisions are made. He also spoke about the restrictions to business owners and the tree height issue. Mr. Kuhn disagreed with the zoning revision. Councilmember Ruffo pointed out that the only difference in the proposed zoning revision is that it prohibits the use of restaurants, taverns and bars. Mr. Ruffo stated that besides the tree issue, he had not heard anything at this meeting that related to building size.

John Moist. Mr. Moist identified himself as living in the Waterfront Millville and discussed the noise issue and the lack of parking that contributes to a lot of late night pedestrian traffic. He was in not favor of zoning restrictions for restaurants and supported the beer and alcohol permit for the Isamira establishment.

Lita Dawn Stanton. Ms. Stanton said that her understanding of the zoning change from WC to WM came about as a result of an application for four homes in that area. She asked for clarification on the difference between the application process for the WC and

the WM zones. Steve Osguthorpe explained that only single-family homes are not required to have a substantial development permit regardless of the zone. Ms. Stanton asked if the zoning change could be taken out of consideration if residences could be built in either WM or WC zones. Councilmembers Ruffo said that he thought it was off the table unless he hears otherwise. Ms. Stanton stressed that parking lots and marinas preserve the view corridors and homes do not, as the homeowners will try to create privacy.

Linda Gair. Ms. Gair said that the waterfront commercial waterfront is very important. She said that if the two major marinas downtown were converted to high-rises, you would almost lose the entire view of the water. She stressed that keeping the 3500 s.f. building size limit is important. She spoke against rezoning the WC to WM, adding that it would be a mistake to eliminate any further waterfront commercial area. She then talked about adding residential to the tops of commercial buildings for those people who like to live in the center of a lot of activity. She said that size restrictions should be placed on residential in that area to prevent the loss of view to the water. Councilmember Dick asked if the 3500 s.f. limitation should be placed on both commercial and residential. Ms. Gair said that both restrictions should be put in place until completion of a process to develop a plan.

Carl Halsan. Mr. Halsan spoke on behalf of Dave Morris. Mr. Halsan agreed with the comments that the Waterfront Commercial zone is supposed to be adjacent to the DB zone. He then requested that the Purdy Shopping Center be exempted from the 3500 s.f. building size limitation that is proposed for the WC zone. He said that structures in the Purdy area would be adequately restricted by other regulations.

Councilmember Young agreed and asked that staff come back with a recommendation to this affect. Councilmember Franich asked for clarification for when the Purdy Shopping Center became part of the city's UGA. Mark Hoppen gave a brief history of the sewer extension in 1994, explaining that it was a financial decision based on the School District's needs. Councilmember Franich stated that he didn't believe that this area should be in the UGA and that Council should reconsider this in the future.

Paul Gustufson. Mr. Gustufson said that David Boe made a good point about consideration of scale, size and the quaintness of the town, not just building size. He said that nothing can be done about the past, but the future can be protected to keep the downtown quaint. He stressed that big buildings are not going to bring the people to Gig Harbor.

Dick Allen. Mr. Allen pointed out that there has been a 3500 s.f. limit in the Waterfront Millville zone for quite some time, and it has served that area well.

Laurie Maples. Ms. Maples spoke in support of the owners of Isamara Cafe. Mayor Wilbert reminded her that this workshop was on zoning issues and asked her to keep her comments on the issue at hand. Ms. Maples said that she agreed with the comments by David Boe that a design study was needed. She recommended research

by Christopher Alexander. She said that she likes to come to town and have access to the water.

Bruce Gair. Mr. Gair agreed with the comments about trees blocking views. He stressed that this is not an urban forest, and warned everyone that there is a section addressing trees in the new Design Manual requirement replacement of trees with a 3 to 1 formula. He urged citizens to come to the public hearing. Mr. Gair then asked Council to seriously consider having the Historical Society move down to the corner where the Eddon Boat Building is located.

Mayor Wilbert agreed with the recommendation, as did many others. This idea gained a round of applause.

Lee Desca. Ms. Desca recommended a gentleman named Nory Winters from Boulder, Colorado to facilitate the charrettes. She gave a brief overview of his qualifications. She asked Council not to move ahead, but to create a way to have dialogue to reach consensus.

Councilmember Dick asked if interim limitations are required until the broader vision could be accomplished. Ms. Desca recommended nothing for the interim. She said that she recommends scale, and size and design guidelines, not a building that is approved administratively and makes people unhappy. She said Council could put a moratorium on new construction permits in the sensitive areas until the process is complete.

Jack Bujacich clarified that there are not four houses, but seven proposed in the Millville area in question. He said that the best thing Council could do is to move the Historical Society downtown. Councilmember Young asked if the citizens would vote for a bond. There was an overwhelming positive response to this question.

Carol Davis. Ms. Davis said that the 3500 s.f. restriction is adequate for all districts along the waterfront, and suggested that a 2400 s.f. restriction be placed on residential along the water to preserve the character of the city. The scale of the original homes along Harborview is more like 24' along the street and 24 x 36 feet deep. On two levels, that results in a maximum 2000 s.f. house. A 2400 s.f. limitation would help to keep the size, scale and history of the city.

Councilmember Franich asked if lot size should have any consideration in the calculation. David Bowe clarified that you could have multiple structures of that size which would have the same result as a larger building.

Bill Fogerty. Mr. Fogerty explained that he attended the Downtown Revitalization conference. He said to look at the Harbor Inn Restaurant as a good example for size and scale. He recommended utilizing commercial on the ground level and apartments or condominiums on the top like is being done in the Proctor area. He said that this would help to retain the quaint downtown. He suggested that we look at what is being done in other communities.

Heidi Henson. Ms. Henson stressed that waterfront access for the public is an important issue. She requested that this consideration be built in to any recommendations. Councilmembers pointed out the recent purchase of the Skansie Brothers Park as an example of the city trying to preserve public access to the waterfront.

Dave Folsom. Mr. Folsom said that what the people are trying to do is to identify what we need to save before it is gone. Waterfront access is key. He mentioned Rockport, Massachusetts as a place that has big buildings, but they also have plenty of places to walk around behind the buildings and along the water. If something can be done to add these ideas to the Comprehensive Plan, then those things that are valuable will be protected.

Rosanne Sachson asked about the status of the property where the seven homes are proposed. Mark Hoppen explained that there is an application pending, which makes it difficult to discuss. He gave a history of the properties and how it has led to the recommendation for a rezone. He stressed that houses are permitted in any zone. He then said that it is an interesting concept if the citizens are willing to bond for the property to relocate the historical society to that spot. He said that the owners would have to be willing to sell.

Mr. Bujacich explained that the original use of the property was the Anderson Boatyard before the Hoppens purchased the site. He said that there is plenty of historical value and the city would have the power to condemn the property and to look into a bond.

MOTION: Move we accept the recommendation as is, with all uses limited to 3500 s.f. to bring back to Council at a future date for more work, and staff explore setting up the charrette process to broaden the study into a visioning process. Further, to direct staff to draft a proposed building moratorium in the height restriction overlay area.
Young / Picinich –

Councilmember Dick asked for clarification on whether this motion included the rezone consideration. Councilmember Young said that he left it out as it should be discussed in a visioning workshop along with building size. He said that he envisioned a series of stations where someone could see how buildings and views would appear with a different set of criteria. He said that he would like to see a more "hands-on" approach to the public input. What has come across is what people do not want, but what isn't apparent is what they do want. The question is how to get there. The visioning process would help to obtain the desired design elements.

Councilmember Franich said that he was disgusted that the city spent the money on the consultant, who was supposed to do the visioning and gain community input. After a year's worth of work, the people do not like the results. He agreed that more sessions are required, but he disagreed with hiring another consultant.

Councilmember Young explained that the concept of a facilitator to help the city move through the process and to stay on task.

MOTION: Call for the question on the original motion.
Picinich – Councilmembers Conan, Picinich and Ruffo voted yes.
Councilmember Young and Dick voted no.

Councilmember Young stated that he would like to hear what Councilmember Dick had to say about zoning.

MOTION TO RECONSIDER: Move to reconsider the call for the question.
Dick / Ruffo – unanimously approved.

Councilmember Dick said that he was against considering the zoning as part of the discussion. He said that he would like to eliminate the zoning change from the original motion. Councilmember Ruffo agreed that this needs to be considered separately. Young clarified that it was not a part of his motion to bring back an ordinance for consideration by Council.

ORIGINAL MOTION: Move we accept the recommendation as is, with all uses limited to 3500 s.f. to bring back to Council at a future date for more work, and staff explore setting up the charter process to broaden the study into a visioning process. Further, to direct staff to draft a proposed building moratorium in the height restriction overlay area.
Young / Picinich – unanimously approved.

Councilmember Franich then made the following motion.

MOTION: Move that in conjunction with the charrettes, to come back with an ordinance to include the change to the four parcels from WC to WM for Council to consider.
Franich /

No second came forward and the amendment to the motion failed.

Councilmember Ruffo made the following motion:

MOTION: To postpone or cancel the next two worksessions to allow the visioning process to take place.
Ruffo / Young – Councilmembers Ruffo, Young, Dick and Conan voted yes. Councilmembers Franich and Picinich voted no.

John Vodopich clarified that the intent of the motion was for the July 6th and July 19th worksessions were postponed indefinitely until a recommendation could come forward from the visioning process. Councilmember Ruffo concurred.

Councilmember Picinich said that because the worksessions had been advertised, and that people may have not had an opportunity to give testimony as they were waiting for the two remaining worksessions, and that Council should continue with these meetings. There was discussion on the value of continuing the scheduled worksessions.

MOTION TO RECONSIDER: Move to reconsider the amendment to the original motion to cancel the remaining worksessions.
Dick / Picinich – Councilmembers Young, Franich, Dick and Picinich voted in favor. Councilmembers Ruffo and Conan voted no. The motion carried.

MOTION: Move to continue with the remaining two worksessions.
Picinich / Young –

Councilmember Conan said that he valued public input, but in this case, it seems to be redundant as the same issues keep coming forward. He said that he is looking forward to the visioning time which will address these issues. Councilmember Ruffo spoke in favor of an expert facilitator to assist in the process. He said that he didn't see the benefit in continuing the process without a facilitator.

MOTION: Move to continue with the remaining two worksessions.
Picinich / Young – Councilmembers Young, Franich, Dick and Picinich voted in favor. Councilmembers Ruffo and Conan voted no.

Councilmember Young stressed that during the upcoming worksessions, the citizens must be asked to keep to the agenda issues.

MOTION: Move to adjourn at 8:35 p.m.
Ruffo / Conan – unanimously approved.


Respectfully submitted:

Maureen Whitaker, Assistant City Clerk
and Molly Towslee, City Clerk



'THE MARITIME CITY'

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: KAY J. TRUITT 
INFORMATION SYSTEMS MANAGER
SUBJECT: DECLARATION OF SURPLUS PROPERTY
DATE: JULY 6, 2003

INTRODUCTION/BACKGROUND

In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The items proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

If monies are received for the surplus items, it will be used to offset the costs for new equipment.

RECOMMENDATION

I recommend that Council move and approve the attached resolution declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 627

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

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

WHEREAS, the City may declare such equipment surplus and eligible for sale;

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

To declare as surplus:

EQUIPMENT			SERIAL/ID NUMBER	MODEL INFO.
1	Monitor	N/A	CN04N736-47606-29N-B5BS	Black Dell Model M992
2	Fax Machine	00693	SG72JE309P	Office Jet 300
3	HP Scanner and ADF	N/A	SGOAK262FC	Scnr-C7670A ADF-C5195
4	Printer	00863	348013309	Lexmark Optra Color 1200
5	Dell Monitor	N/A	CN-095WUP-46633-24T-81RX	Dell Monitor Model E551
6	Dell Monitor	N/A	CN-095WUP-46633-1C1-80WM	Dell Monitor Model E551
7	Gateway Monitor		17004A906869	Gateway 700-069EV
8	Gateway Monitor	N/A	M1A8J7362851	Gateway E7006
9	Printer	00856	USC1020638	HP LaserJet 5000
10	Computer	N/A	007995291	E3000 P200 128MB 1.5GB
11	Monitor	00864	Q094010170	ViewSonic P815
12	Computer	00722	0009167740	E3110 PII233 97MB 2GB
13	Computer	00789	61082334	NS7000 PII233 64MB 4GB
14	Keyboard (3)	N/A	N/A	Various
15	Mice (3)	N/A	N/A	Various
16	Speakers (5 sets)	N/A	N/A	Various
17	Computer	00900	0022200399	E4400XL PIII1GHz253MB 40GB (not functional)
18	Monitor Gateway	00790	17014D171240	Model EV700A

SURPLUS ITEMS

Page 2

PASSED ON THIS 12th day of July, 2004.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 7/7/04
PASSED BY THE CITY COUNCIL: 7/12/04
RESOLUTION NO. 627



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION FOR PUBLIC HEARING
- HARBOR STREET VACATION REQUEST - HUNTER
DATE: JULY 12, 2004

INTRODUCTION/BACKGROUND

The City received a letter on June 21, 2004 from Mr. and Mrs. Charles Hunter, owners of the abutting property, petitioning the City to vacate portions of Harbor Street in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the portion of Harbor Street right-of-way currently held by the City, and abutting the northeast property frontage of parcel no. 4097000151. Prior research on this right-of-way has determined that this portion of Harbor Street was platted in Pierce County in 1888 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The City's ability to open this portion of Harbor Street is barred by lapse of time and the City has no interest in the street. In order to ensure that this portion of Harbor Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the City vacate the street under GHMC 12.14.

The right-of-way proposed for vacation along Harbor Street is surplus to the City's needs, and the City does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

As defined in 12.14 GHMC a resolution must be passed by the Council setting a time and date for a public hearing on the proposed street vacation.

FISCAL CONSIDERATIONS

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

I recommend that Council pass the resolution setting Monday, July 26, 2004 at 7:00 P.M. as the date for the public hearing on the proposed street vacation of Harbor Street.

RESOLUTION NO. 628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF HARBOR STREET.

WHEREAS, Charles L and Dianne Hunter, desires to initiate the procedure for the vacation of the portion of Harbor Street, a portion of the original plat of the Extension of the City of Gig Harbor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, July 26, 2004, at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this 12th day of July, 2004.

Mayor Pro Tem, Jim Franich

ATTEST:

Molly M. Towslee, City Clerk

PETITION

Come now Charles L. Hunter and Dianne Hunter, husband and wife, and petition the City of Gig Harbor, pursuant to Section 12.14.002 (A) and Section 12.14.018(C) of the Gig Harbor Municipal Code, to vacate that portion of the unopened road abutting the following described real property located in the City of Gig Harbor, Pierce County, Washington owned by them:

Lot 12, Block 2, Map of the City of Gig Harbor, Washington territory, according to the plat recorded in Volume 2 of plats, Page 4, Records of Pierce County;
EXCEPT the Southwesterly 5 feet of the Northwesterly 105 feet.
ALSO EXCEPT the Southeasterly 15 feet thereof.

Immediately northeast of the Petitioners' property is the unopened road called "Harbor Street" on the face of the plat. The portion of unopened "Harbor Street" abutting Petitioners' property is described as follows:

Commencing at the Northwest Corner of Lot 7, Block 2 of the Plat of Gig Harbor; thence Northeasterly along the North line of said Plat to the Northeast Corner of Lot 12, Block 2 of said Plat to the point of beginning; thence South 37°31'09" East 119.97 feet; thence North 52°32'23" East 30.00 feet; thence South 37°31'09" East 2.60 feet; thence North 52°26'38" East 20.20 feet; thence North 52°29'49" West 126.88 feet; thence South 52°31'19" West 17.40 feet back to the point of beginning.

The plat, which includes the Petitioners' property and unopened Harbor Street, was recorded on April 28, 1888, when the property was in unincorporated Pierce County, Washington.

That portion of Harbor Street abutting the Petitioners' property was unopened for five years prior to the enactment of Washington Session Laws of 1909, Chapter 90.

That portion of Harbor Street abutting the Petitioners' property was vacated as a matter of law pursuant to Washington State Session Laws of 1889-90, Chapter 19, § 32.

Petitioners' request that pursuant to Section 12.14.018(C) of the Gig Harbor Municipal Code and the Session laws of 1889-90, Chapter 19, § 32, the City of Gig Harbor adopt a vacation ordinance for that portion of unopened Harbor Street described herein.

Our check for \$150.00 is attached to cover the administrative cost as required by Section 12.14.004 (A). We have previously provided you with the survey.

Dated this 21 day of June, 2004


Charles L. Hunter

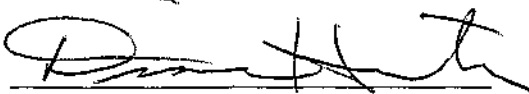
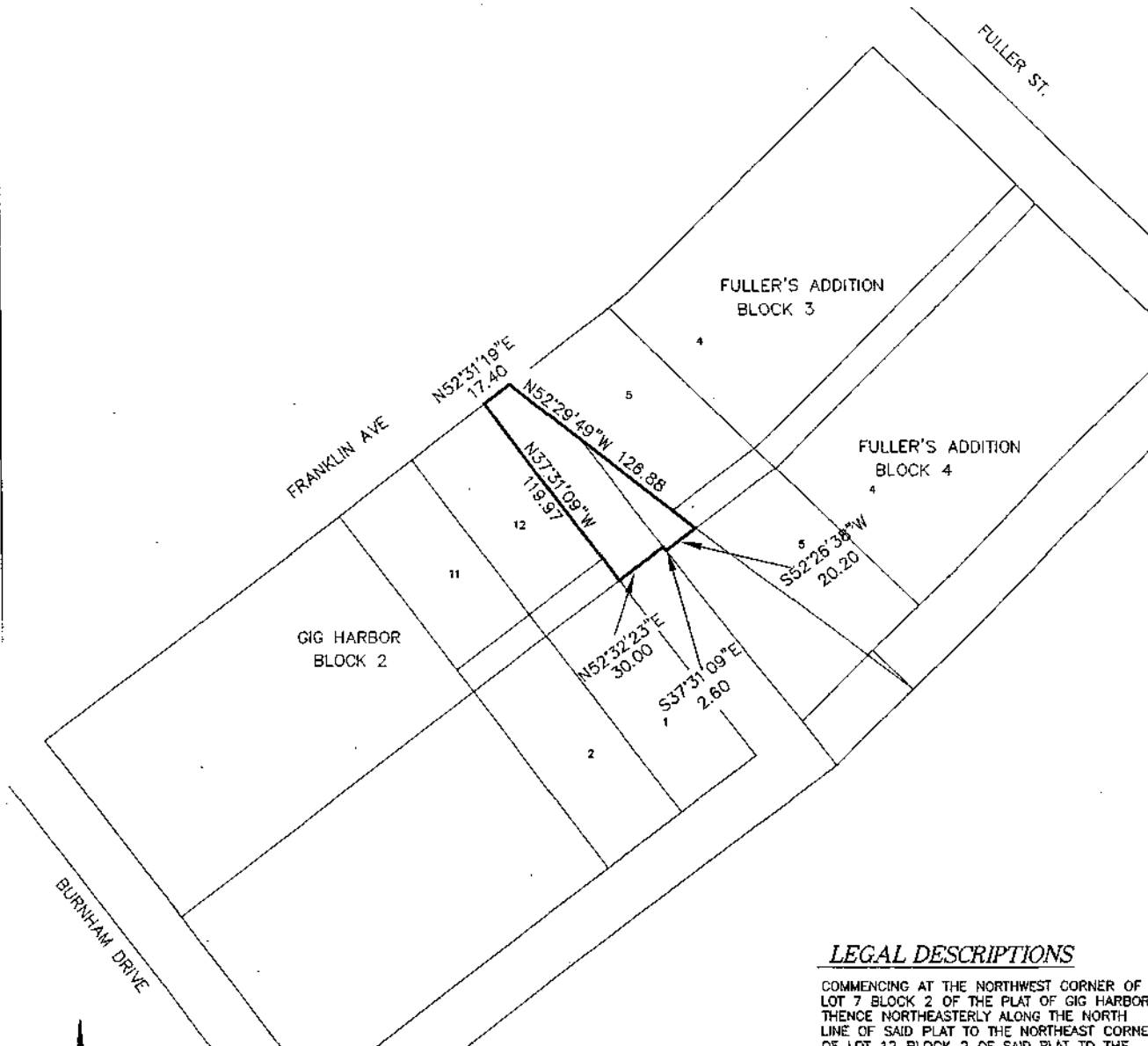

Dianne Hunter, his wife

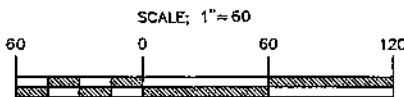
EXHIBIT MAP

A PORTION OF THE THE SOUTHEAST QUARTER
 OF THE NORTHEAST QUARTER OF
 SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.
 CITY OF GIG HARBOR PIERCE COUNTY, WASHINGTON



LEGAL DESCRIPTIONS

COMMENCING AT THE NORTHWEST CORNER OF LOT 7 BLOCK 2 OF THE PLAT OF GIG HARBOR, THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 12 BLOCK 2 OF SAID PLAT TO THE POINT OF BEGINNING, THENCE SOUTH 37°31'09" EAST 119.97 FEET, THENCE NORTH 52°32'23" EAST 30.00 FEET, THENCE SOUTH 37°31'09" EAST 2.60 FEET, THENCE NORTH 52°26'38" EAST 20.20 FEET, THENCE NORTH 52°29'49" WEST 126.88 FEET, THENCE SOUTH 52°31'19" WEST 17.40 FEET BACK TO THE POINT OF BEGINNING.



LAND SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY
 MADE BY ME OR UNDER MY DIRECT
 SUPERVISION IN CONFORMANCE WITH THE
 REQUIREMENTS OF THE SURVEY RECORDING
 ACT AT THE REQUEST OF CHARLES HUNTER
 MAY 2004

DANIEL R. PRICE
 CERTIFICATE NO. 37533



DAN PRICE LAND SURVEYIN

7201 201ST STREET CT. E.
 SPANAWAY WA 98387
 OFFICE (253) 875-8075
 FAX (253) 875-8076



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
SUBJECT: CONTRACT AWARD
– WELL NO. 6 SAND REPACK PROJECT (CWP-0006)
DATE: JULY 12, 2004

INTRODUCTION/BACKGROUND

An identified water operating objective in the 2004 budget provides for the sand repack of the City's water well no. 6.

In accordance with the small works roster process, the City recently contacted several general contractors and requested price quotations for the above-mentioned work. The only proposal received was from Holt Drilling, Inc.

<u>Contractor</u>	<u>Total (including sales tax)</u>
Holt Drilling, Inc.	\$44,931.80

ISSUES/FISCAL IMPACT

This work was anticipated in the adopted 2004 Budget, identified under the Water Operating Fund, objective #2, and is within the allocated amount of \$50,000.00.

RECOMMENDATION

I recommend that Council authorize the award and execution of the contract for the Well No. 6 Sand Repack Project to Holt Drilling, Inc. in the amount of forty-four thousand nine hundred thirty-one dollars and eighty cents. (\$44,931.80).

**CITY OF GIG HARBOR
CONTRACT
For
WELL NO. 6 SAND PACK PROJECT
CWP - 0006**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2004, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Holt Drilling, Inc., hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the work generally consisting of modifications to the City well within the limits shown in the plans, all in accordance with the Contract Plans, special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Well No. 6 Sand Pack Project, CWP-0006," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Forty-four thousand nine hundred thirty-one dollars and eighty cents (\$44,931.80), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City's Engineer, whichever is later. All physical contract work shall be completed within twenty (20) working days.
3. The Contractor agrees to pay the City the sum of \$ 336.99 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2004 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

CONTRACT: Skansie Avenue Pedestrian Street Improvement Project (CSP -0302)

6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Gretchen A. Wilbert, Mayor
City of Gig Harbor
Date: _____

Holt Drilling Inc. Randy Holt

Print Name: Randy Holt
Print Title: President
Date: 7/6/04

ATTEST:

Holt Drilling, Inc.
PO Box 1890
Milton, WA 98354
253-845-7448 or 253-883-5200

City Clerk

APPROVED FOR FORM:

City Attorney



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SEWAGE PUMP STATION 2A REPLACEMENT PROJECT REDESIGN
CONSULTANT SERVICES CONTRACT - URS, INC.
DATE: JULY 12, 2004

INTRODUCTION/BACKGROUND

A sewer operating budget objective for 2004 called for the construction of the replacement of Pump Station 2A and installation of a new 8-inch force main along North Harborview Drive to the Wastewater Treatment Plant (WWTP). The original design included a new force main from the pump station to the WWTP and the land portion of a new outfall pipe from the WWTP to the pump station site. Because of bid prices in excess of the sewer budget, we have modified the design to reduce the construction cost. The major modifications to the original design include the deletion of the new 8-inch force main, deletion of the 20-inch onshore outfall pipe, reconfiguration of the control building profile to incorporate a public view deck, and the deletion of the grinder manhole and grinder. Construction of the force main and onshore outfall will be deferred until a future year.

One of the reasons for the high bid prices appears to be related to construction of the pump station wet well. Alternate construction methods will be investigated during redesign. Another reason for the high bid prices is the recent increase in metals and gasoline prices worldwide.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2004 Budget, identified under the Sewer Operating Fund, objective #2, and is within the allocated amount of \$1,000,000.00. It is estimated this redesign effort will reduce the construction costs substantially.

RECOMMENDATION

I recommend that Council approve the Consultant Services Contract with URS, Inc. for redesign services for the Sewage Pump Station 2 Replacement Project in the amount of seventy-five thousand six hundred twenty-five dollars and no cents (\$75,625.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
URS CORPORATION**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and URS Corporation, a corporation organized under the laws of the State of Washington, located and doing business 1501 Fourth Avenue, Suite 1400, Seattle, Washington 98101-1616 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the engineering services for the Wastewater Treatment Plant Capacity and Improvement Study, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated July 6, 2004, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seventy-five thousand six hundred twenty-five dollars and no cents (\$75,625.00) for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. 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 XVIII 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.

III. 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 sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant 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 sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants 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.

IV. 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 September 31, 2004; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the

presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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.

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

VIII. 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, sub-consultants or sub-contractors.

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to

the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

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.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. 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.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the

maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. 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 sub-consultants 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.

XIV. 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.

XV. Resolution of Disputes and Governing Law

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 City Engineer and the City shall determine the term or provision's true intent or meaning. The City City Engineer 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.

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 City Engineer's 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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Kris Guttormsen, P.E.
URS Corporation
1501 Fourth Avenue, Suite 1400
Seattle, Washington 98101-1616
(206) 438-2700

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

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT

CITY OF GIG HARBOR

By:  By:
Its Principal

Mayor

Notices to be sent to:

CONSULTANT
Kris Guttormsen, P.E.
URS Corporation
1501 Fourth Avenue, Suite 1400

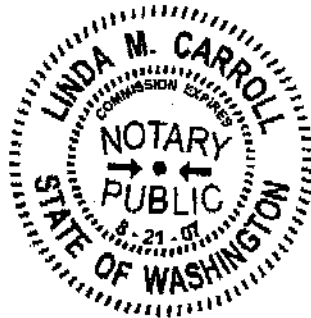
Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Michael Rosenfeld is the person who appeared before me, and said person acknowledged that (he/~~she~~) signed this instrument, on oath stated that (he/~~she~~) was authorized to execute the instrument and acknowledged it as the Vice President of URS Corporation Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/7/04

Linda M. Carroll



LINDA M. CARROLL
(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:
Redmond, WA

My Commission expires: 8/21/07

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

**Scope of Services
Sewage Pump Station 2A
City of Gig Harbor
Redesign Engineering Services**

Background

Sewage Pump Station 2A was originally designed to include a new force main from the pump station to the wastewater treatment plant and the land portion of a new outfall pipe from the treatment plant to the pump station site. Because of bid prices in excess of the City's budget, the City intends to modify the original design to reduce the construction cost. Major modifications to the original design include the following:

- Deletion of the new 8-inch force main.
- Deletion of the 20-inch outfall pipe.
- Deletion of the grinder manhole and the grinder.
- Revise the control building profile to incorporate a public viewing wood deck.

One of the reasons for the high bid prices appears to be related to construction of the pump station wet well. Alternate construction methods will be investigated during redesign. Another reason for the high bid prices is the recent increase in metals and gasoline prices worldwide.

Work to Be Performed

URS and its subconsultants (Cosmopolitan Engineering Group, H.R. Esvelt Engineering, Robert Pride, Geotechnical Subconsultant, and ECS, Electrical Subconsultant) will provide the following design services:

- Determine which elements of the outfall piping system located on the pump station site that should be constructed as part of the revised project to avoid costly construction in the future. Revise layout of facilities to enhance construction.
- Select new pumps designed to operate with the existing force main and future force main and of a design that minimizes the potential for clogging.
- Prepare specifications for the new pumps.
- Review the original structural design.
- Design a shoring and sheeting system for installation of the wet well. To develop design information, additional geotechnical investigation work will be required, including digging of test pits. The City will provide and operate the backhoe for the test pits. The

budget includes one additional test boring that may or may not be required.

- Revise the control building profile to accommodate a public viewing platform. Budget assumes one visit to the site and one review meeting with the City. Platform to be wood construction, similar to the existing decks. It is estimated that 3 additional structural drawings will be required in addition to roof modifications on one of the existing structural drawings. The roof will be redesigned to minimize the height of the control building.
- Add specification sections as required by the addition of the view deck.
- Revise and update the bid proposal and bid descriptions.
- Mark-up and draw modifications to approximately 33 drawing sheets.
- Renumber the drawings and correct section cuts and detail references.
- Stamp and sign all drawings.
- Update the construction cost estimate.
- Make modifications to the specifications as required. It has been assumed that the City will incorporate specification modifications in the final specifications.
- Meet with the City to review the modified documents. Two meetings have been budgeted.
- Provide City with one stamped and signed full size set of drawings; one stamped and signed half-size set of drawings, and one CD containing electronic files of the drawings.
- Provide the City with revised project specifications.
- Drawings to be prepared in AutoCAD and Land/Civil format version 2000 or newer.
- Coordinate all mechanical and civil changes with ECS, the electrical subconsultant. Also coordinate with Cosmopolitan, Esvelt, and Pride.
- Provide assistance during the bidding period, including response to questions from bidders, addenda if required, and bid evaluation.
- Provide assistance for revisions or changes outside this scope of work as may be authorized by the city engineer.

**City of Gig Harbor
Pump Station 2A Redesign
Budget Estimate**

Activity	Staff Rate	PM/Civ Engr	Sr Civ Engr	Structural	Civil Tech	CAD	Total Hrs
		Guttormsen \$146	Grodt \$145	Dinsmore \$109	Smith \$110	Team \$67	
Project management		20	4				24
Select new pumps		8					8
Prepare pump specs		4					4
Review original structural work				8			8
Building Roof Modifications and deck design				32		24	56
Mark up/modify drawings		4	4	8	8	36	60
Coordinate with ECS		4					4
Coordinate with Cosmopolitan		4	4		2	4	14
Renummer drawings and references		6		2		12	20
Stamp and sign drawings		3		1			4
Update construction cost estimate		4					4
Specifications modifications		4	4	1			9
Meetings with City		4	4				8
Prepare deliverables		2				8	10
Bidding Services		8		8			16
Total Hours		75	20	60	10	84	249
Labor Cost		\$10,950	\$2,900	\$6,540	\$1,100	\$5,628	\$27,118
Expenses							
Mileage	360 @	\$0.375		\$135			
Geotechnical Subconsultant (Robert Pride)				\$4,450			
Civil Subconsultant (Cosmopolitan)				\$27,396			
Electrical and I&C Subconsultant (ECS)				\$7,074			
Subtotal of Expenses				\$39,055			
Markup	5%			\$1,953			
Total Expenses							\$41,007
Contingency							\$7,500
Total Budget							\$75,625



MUNICIPAL COURT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PAUL NELSON, COURT ADMINISTRATOR
SUBJECT: REPLACEMENT OF COURT DESKTOP COMPUTERS
DATE: July 6, 2004

INFORMATION/BACKGROUND

The Washington Administrator of Courts (AOC) has extended an offer to District and Municipal Courts to purchase 2 personal desktop computers with a 100% re-imbusement.

As part of an on-going agreement between AOC and courts of limited jurisdiction Gig Harbor Municipal Court has operated 2 loaner computers for the past 7 years. These computers have been upgraded and maintained by AOC during this term. Considering the advances in technology and maintenance costs AOC has offered each court the option to purchase their own computers through a number of reputable companies. Once these computers are purchased by the court AOC will be relieved of their obligation to service the PCs.

POLICY CONSIDERATIONS

If the computers were purchased by the court, then our own computer department will have the benefit of enhancing the PCs to include additional related programs used by Gig Harbor employees. Additionally, our computer department would be able to correct a computer related problem without having to contact an outside agency to do so.

FISCAL CONSIDERATIONS

None. The re-imbusement agreement in the contract states that AOC will reimburse the City of Gig Harbor for \$1500 for each computer limited to 2.

RECOMMENDATION

I recommend that Council approve the attached contract.

Nelson, Paul

From: Winslow, Christine [Christine.Winslow@courts.wa.gov]
Sent: Monday, May 03, 2004 2:19 PM
To: Nelson, Paul
Subject: Fiscal Year 04 Equipment Replacement ICA

Paul Nelson,

Here is Gig Harbor Municipal's ICA and Exhibits for the FY04 ER. As we've discussed previously, please print as many copies as you need, **plus one for us**. Have the city sign all the copies (you decide who in the city signs the ICA). Please return all copies of the signed ICAs to me at AOC, 1206 Quince St SE, PO Box 41170, Olympia, WA 98504-1170.

I will obtain the AOC signature and send you all but our executed original. As stated in the ICA, to receive reimbursement the contract must be fully executed first, then you will need to send me a copy of the original vendor's invoice, the completed Exhibit "B", and a city invoice to the AOC for payment of the reimbursement amount in the ICA or the actual cost, whichever is less.

Please let me know if you have any questions.

Thanks,
Christine Winslow
Infrastructure Project Coordinator
Administrative Office of the Courts
fx: (360) 586-8869
ph: (360) 705-5249

Court Desktop PC Specifications

Computer Specifications for All Courts (Order Windows XP Professional)

ITEM	REQUIREMENT
Manufacturer	Must be Acer, Compaq, Dell, Gateway, HP, or IBM
Processor	Must be Intel or AMD ATHLON
Motherboard	<p>Card slots must be:</p> <ul style="list-style-type: none"> • Video 1- AGP 2X, or faster • UltraATA/100-133 or Serial ATA Controllers • 3 - PCI card slots or more conforming to PCI v2.2 • 4 or more USB ports conforming to v 2.0 or higher standards • 2 or more - 168 pin DDR memory slots • support for: memory management that is in the range of a min 1 GB to a max of 3 GB or greater using pc-2100 or faster DDR memory <p>May have:</p> <ul style="list-style-type: none"> • 1- PCI/AMR slot
Processor Speed	Must be 2.2 GHz, or more.
RAM	<p>Total memory must be:</p> <ul style="list-style-type: none"> • populated with min of one 256 MB device conforming to PC 2100 DDR SDRAM or faster, Exception: If amount of memory ordered can be satisfied with one memory device and it is not cost prohibitive then one device will be supplied. Example: if 512 MB is ordered it must be one 512 MB device conforming to PC 2100 DDR SDRAM or faster and not consist of two 256 MB devices. Supplier will declare cost of memory to allow AOC to determine amount and size of memory to be supplied.
Processor Cache	Must be 512 KB, or greater.
Bus Speed	Must be 266 MHz, or greater.
Video RAM	Must be 32 MB, or greater, AGP discrete card or embedded on motherboard.

Exhibit "A"

Hard Drive	Must be 20 GB or greater, 7200 RPM or faster, UltraATA/100-133 or Serial ATA.
Optical Drive	Must be combination 40X CD or faster, 16X DVD or faster, read CD-ROM R\RW formats, DVD Dual format + and - R/RW formats or if single format must read DVD + R/RW.
CPU Case Style	Must be Tower.
Floppy Disk Drive	Must be standard 1.44 MB, 3 1/2".
Network Interface Card (NIC)	Must be non-USB Ethernet 10/100, RJ45, discrete card or embedded on motherboard, may include Gigabit capability but must be able to support IPv6 addressing which is due to be implemented in 2006.
Sound Card and Head phones	Sound Card, may be discrete card or embedded on motherboard.
Mouse	Must be MS IntelliMouse compatible (PS2) or (USB).
Keyboard	Must be MS Compliant Keyboard (PS2) or USB.
Operating System	Windows XP Professional or latest release of Microsoft Windows Professional Workstation.
Monitor	17" Flat Panel LCD, Max Resolution 1024 x 768 or higher.
Parallel Port	1 parallel port or more.
Serial Port	Prefer 1 serial port or more.
USB Ports	4: prefer 2 USB ports on front panel and 2 on rear panel.

Court Desktop PC Specifications

COMONENT	AOC REQUIREMENT	PROPOSED SYSTEM SPECIFICATION
1. Manufacturer	Must be Acer, Compaq, Dell, Gateway, HP, or IBM	
2. Processor	Must be Intel or AMD ATHLON	
3. Motherboard	Card slots must be: A. Video 1- AGP 2X, or faster B. UltraATA/100-133 or Serial ATA Controllers C. 3 - PCI card slots or more conforming to PCI v2.2 D. 4 or more USB ports conforming to v 2.0 or higher standards E. 2 or more - 168 pin DDR memory slots F. support for: memory management that is in the range of a min 1 GB to a max of 3 GB or greater using pc-2100 or faster DDR memory May have: G. 1- PCI/AMR slot	
4. Processor Speed	Must be 2.2 GHz, or more.	
5. RAM	Total memory must be: populated with min of one 256 MB device conforming to PC 2100 DDR SDRAM or faster, Exception: If amount of memory ordered can be satisfied with one memory device and it is not cost prohibitive then one device will be supplied. Example: if 512 MB is ordered it must be one 512 MB device conforming to PC 2100 DDR SDRAM or faster and not consist of two 256 MB devices. Supplier will declare cost of memory to allow AOC to determine amount and size of memory to be supplied.	
6. Processor Cache	Must be 512 KB, or greater.	
7. Bus Speed	Must be 266 MHz, or greater.	
8. Video RAM	Must be 32 MB, or greater, AGP discrete card or embedded on motherboard.	
9. Hard Drive	Must be 20 GB or greater, 7200 RPM or faster, UltraATA/100-133 or Serial ATA.	
10. Optical Drive	Must be combination 40X CD or faster, 16X DVD or faster, read CD-ROM R\RW formats, DVD Dual format + and - R/RW formats or if single format must read DVD + R/RW	

Court Desktop PC Specifications

	COMPONENT	AOC REQUIREMENT	PROPOSED SYSTEM SPECIFICATION
11.	CPU Case Style	Must be Tower.	
12.	Floppy Disk Drive	Must be standard 1.44 MB, 3 1/2".	
13.	Network Interface Card (NIC)	Must be non-USB Ethernet 10/100, RJ45, discrete card or embedded on motherboard, may include Gigabit capability but must be able to support IPv6 addressing which is due to be implemented in 2006.	
14.	Sound Card and Head phones	Sound Card, may be discrete card or embedded on motherboard.	
15.	Mouse	Must be MS IntelliMouse compatible (PS2) or (USB).	
16.	Keyboard	Must be MS Compliant Keyboard (PS2) or USB.	
17.	Operating System	Windows XP Professional	
18.	Monitor	17" Flat Panel LCD, Max Resolution 1024 x 768 or higher.	
19.	Parallel Port	1 parallel port or more.	
20.	Serial Port	Prefer 1 serial port or more.	
21.	USB Ports	4: prefer 2 USB ports on front panel and 2 on rear panel.	
23.	Total cost per unit		\$ -

STATE OF WASHINGTON
INTERLOCAL COOPERATIVE AGREEMENT
ICA-2004-654

BETWEEN

THE ADMINISTRATIVE OFFICE OF THE COURTS
AND
THE CITY OF GIG HARBOR

THIS AGREEMENT is made and entered into by and between the Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170, hereafter referred to as "AOC", and the City of Gig Harbor, Washington, hereafter referred to as the "CITY", for and on behalf of the Gig Harbor Municipal Court, 3510 Grandview Street, Gig Harbor, WA 98335-1214, hereafter referred to as the "COURT", pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

1. **PURPOSE:** The AOC, the courts of the state of Washington, and the cities of Washington share a vital interest in providing personal computers for the municipal courts.

2. **RESPONSIBILITIES:**

2.1 The AOC will:

2.1.1 Provide funds to reimburse the CITY for costs associated with the purchase of 2 desktop personal computers pursuant to Subsection 4.1 below.

2.1.2 Provide specifications for the personal computers. The funding provided by AOC shall be only at the level required for the purchase of 2 desktop personal computers precisely meeting the provided specifications and no more. Those specifications are set forth in Exhibit "A" attached. Should the CITY acquire desktop personal computers which exceed the provided specifications, the CITY shall be responsible for that portion of the acquisition costs associated with those aspects of the hardware which exceed the specifications.

2.2 The CITY will:

2.2.1 Ensure the desktop personal computers meet or exceed the specifications provided by the AOC, Exhibit "A".

2.2.2 Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4.2 below.

2.2.3 Submit an invoice to the AOC pursuant to Subsection 4.2 below.

2.2.4 Submit, with the invoice, a completed copy of Exhibit "B" supplying the specifications of the purchased PCs in column E.

2.3 The COURT will:

2.3.1 Work with the CITY to ensure timely completion of the required personal computers purchase.

2.3.2 Act as a liaison between the AOC and the CITY regarding personal computer specifications and requirements.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from April 1, 2004 through December 31, 2004 unless sooner terminated pursuant to Section 7 of this Agreement.

4. **MANNER OF FINANCING:**

4.1 The AOC shall:

4.1.1 Provide limited reimbursement to the CITY for expenditures by the CITY and/or COURT in conjunction with the purchasing of 2 personal desktop computers. The reimbursement under this agreement shall be at the rate of \$1,500 for each desktop personal computer or actual cost, whichever is less, plus taxes.

4.1.2 Make payment upon receipt of an invoice from the CITY detailing the actual amount expended by the CITY and/or COURT for the desktop personal computers. Payment will be considered timely if made by the AOC within 30 days of receipt of said invoice.

4.2 The CITY shall:

4.2.1 Submit an invoice to the AOC for reimbursement in accordance with Subsection 4.1 above. The invoice must detail the costs for which the CITY is seeking reimbursement. Supporting documentation, including the purchased computers' specifications, must be attached to the invoice. **To receive reimbursement, the CITY must submit the invoice to AOC no later than August 31, 2004.**

4.2.2 Be responsible for all costs and expenses associated with the purchase of 2 desktop personal computers in excess of the amount reimbursed by the AOC pursuant to Subsection 4.1 above including, but not limited to, installation and all on-going operational and maintenance costs.

4.3 The COURT shall certify that the invoice represents the purchase of 2 desktop personal computers.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The CITY's representative shall be

5.2 The COURT's representative shall be Paul Nelson.

5.3 The AOC's representative shall be Christine R. C. Winslow, Infrastructure Project Coordinator.

6. **TREATMENT OF ASSETS AND PROPERTY:** The CITY shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this Agreement.
7. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
8. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** This Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
9. **SEVERABILITY:** If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.
10. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All exhibits incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
11. **EXECUTION:** We, the undersigned, agree to the terms of the foregoing Agreement.

THE CITY OF GIG HARBOR,
WASHINGTON

STATE OF WASHINGTON
ADMINISTRATIVE OFFICE
OF THE COURTS

Signature/Title

John Lynch, Contracts Manager

Date

Date

APPROVED AS TO FORM ONLY BY:
GIG HARBOR CITY ATTORNEY

APPROVED AS TO FORM ONLY BY:
STATE OF WASHINGTON
OFFICE OF THE ATTORNEY GENERAL
James K. Pharris, Assistant Attorney General

Signature

Date



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE - ADOPTING FINDINGS OF
FACT SUPPORTING ORDINANCE NO. 960
DATE: JULY 12, 2004

INFORMATION/BACKGROUND

The City Council adopted Ordinance No. 960 which imposed an immediate moratorium for a period of up to six months on the acceptance of certain development permit applications and utility extension agreements on May 24, 2004. Adoption of this Ordinance was predicated on the City Council holding a public hearing on the proposed moratorium within sixty (60) days after adoption (RCW 35A.63.220, RCW 36.70A.390). Such a hearing was held on June 28, 2004 after which the City Council deliberated and directed staff to prepare findings of fact on the subject of the moratorium justifying its continued existence for a period of six months.

The City Attorney has drafted an ordinance justifying the continued existence of the moratorium for a period of six months.

RECOMMENDATION

I recommend that the City Council approve the ordinance as presented at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER AVAILABILITY FOR NEW DEVELOPMENT, ADOPTING FINDINGS AND CONCLUSIONS TO SUPPORT AN EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR DEVELOPMENT OR UTILITY EXTENSION AGREEMENTS REQUIRING A WATER CONNECTION, WATER SERVICE OR AN INCREASE IN WATER CONSUMPTION TO AN EXISTING USE, DEFINING THE APPLICATIONS AND AGREEMENTS SUBJECT TO THE MORATORIUM, CONFIRMING THE MAINTENANCE OF THE MORATORIUM FOR SIX MONTHS AFTER INITIAL IMPOSITION AS THE EFFECTIVE PERIOD.

WHEREAS, the City Council of the City of Gig Harbor may adopt an immediate moratorium for a period of up to six months on the acceptance of certain development permit applications and utility extension agreements, as long as the City Council holds a public hearing on the proposed moratorium within sixty (60) days after adoption (RCW 35A.63.220, RCW 36.70A.390); and

WHEREAS, on May 24, 2004, the Gig Harbor City Council passed Ordinance No. 960 imposing an immediate moratorium on the acceptance of development applications and utility extension agreements requiring water service from the City's water system because the capacity in the City's water system is extremely low; and

WHEREAS, the City held a public hearing on the water moratorium on June 28, 2004; and

WHEREAS, the City Council desires to enter findings and conclusions in support of the continued maintenance of the moratorium for a period of six months after the adoption of the moratorium (which would be on or about November 24, 2004); Now, Therefore,

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

Section 1. Definitions. For the purpose of this Ordinance, the following definitions apply:

A. **“Exempt Development Permits”** shall include any permit applications identified below:

1. Administrative interpretations;
2. Sign permit;
3. Demolition permit;
4. Street use permit;
5. Permits for interior alterations of a structure with no change in use;
6. Excavation/clearing permit;
7. Hydrant use permit;
8. Right of way permit;
9. Single family remodeling permit with no change of use;
10. Plumbing permit;
11. Electrical permit;
12. Mechanical permit;
13. Sewer connection permit;
14. Driveway or street access permit;
15. Grading permit;
16. Tenant improvement permit;
17. Fire code permit;
18. Boundary Line Adjustment;
19. Design Review approval.

Notwithstanding the inclusion of any permit in the list above, if any of the above permit applications will increase water consumption, such application shall not be exempt. In addition, an exempt permit shall include any other development application: (i) submitted to the City and complete on or before the effective date of this Ordinance; or (ii) that does not require water from the City's water system.

B. **“Non-Exempt Development Permits”** shall include any permits or permit applications for any “development activity,” which is any construction or expansion of a

building, structure or use; any change in the use of a building or structure; or any changes in the use of the land that creates additional demand for water from the City's water system and requires a development permit from the City. A "development permit" is any land use permit required by the City for a project action, including but not limited to building permits, subdivisions, short plats, binding site plans, planned unit developments, planned residential developments, conditional uses, shoreline substantial developments, site plan reviews or site specific rezones, and certain types of applications for amendments to the City's comprehensive plan (see, GHMC Section 19.10.010).

"Non-exempt development permits" shall also include utility extension agreements for water service outside the City limits, as identified in GHMC 13.34.060, which have not been acted upon by the City Council on the effective date of this Ordinance, regardless of the date of submission or the completeness of the application/agreement materials.

Section 2. Purpose. The purpose of this moratorium is to allow the City adequate time to allow the Department of Ecology to process the City's water rights application so that the City may obtain additional water right approvals from DOE. In addition, the City may pursue any other options to obtain water for new development.

Section 3. Findings and Conclusions in Support of Moratorium. On June 28, 2004, the City Council held a public hearing on the moratorium imposed on June 24, 2004.

A. John Vodopich, Gig Harbor Community Development Director, provided the chronology of events on the Council's adoption of the water moratorium. During the old

business portion of the Council meeting, Mr. Vodopich explained the background of the water moratorium. First, he explained that in 2000, the City submitted two water right applications to the Washington State Department of Ecology ("DOE"). DOE is extremely backlogged in their review of water right applications.

The City contacted DOE when the water emergency arose and DOE stated that they would need six to eight years to process the City's 2000 permit applications. In the alternative, DOE proposed that the City execute a cost-reimbursement contract with one of DOE's consultants who could process water right applications. It was explained that in order for this consultant to process the City's water right applications, he would have to process all of the water right applications (that had been submitted for this area) first, and then he could process the City's application. The contract would require the City to pay the consultant for processing all of the applications prior to Gig Harbor's and if there were sufficient water at this point, to process Gig Harbor's application. DOE informed the City that even after the City paid for this consultant to process the water right applications, there may not be water available for Gig Harbor. This contract was executed by the City Council ON June 10, 2004, and DOE's consultant is currently at work processing the applications.

In addition, Mr. Vodopich had discussed the progress of the application review and noted that the contract calls for DOE to render a decision on the City's applications by September 10, 2004, with a 30 day appeal period. The Council asked Mr. Vodopich how many ERU's would be available to the City if both water right applications were granted, and he answered that the applications were for approximately 2,800 ERUs and 1,200 ERU's.

B. David Freeman, Snodgrass Freeman & Associates, 3019 Judson Street, Gig Harbor, testified as to his concern that the City had sent back the applications that were subject to the moratorium. He believed that the City should have allowed those applicants who had submitted project applications prior to the moratorium to continue through the process of site plan review, even during the pendency of the moratorium. He recommended a queuing system that would allow the City staff to review the applications in the order of submittal, so that there would not be a rush of applications flooding the City when the moratorium is lifted.

C. Theo Giddeon, Master Builders Association. Mr. Giddeon agreed with the concerns voiced by Mr. Freeman and with the recommendation for a queuing system. He said that he believed this would allow a smoother transition once the moratorium was lifted.

D. Carol Morris, City Attorney. Ms. Morris said that there was no guarantee when the moratorium would be lifted, it could be months or years from now. During the moratorium, the City may change its codes. If the City staff processed applications subject to the moratorium now, under the current codes, an applicant may believe that his/her application will be reviewed and approved/denied under the existing codes. This may or may not be true, because the City may amend its codes and the application may be subject to the new codes. In addition, if the City staff processed applications subject to the moratorium now, and the codes did change, it would mean that staff would be required to review and process applications twice.

She also responded to the comment made that other cities had reviewed applications while a moratorium was pending by stating that those situations were likely

very different from the current situation in Gig Harbor. Usually, when a city imposes a moratorium, the City is in control of the date the moratorium will expire. In Gig Harbor, there is no information about when the City will have water, and the City Council cannot fix a date when the moratorium will be lifted. Because of the possibility that the City could change the codes before the moratorium is lifted, which could be years in the future, she recommended that the Council not adopt a queuing system or require staff to review applications subject to the moratorium at this point.

After this testimony and the staff reports, the City Council briefly discussed the concerns regarding the queuing system for those applications that were in process when the moratorium was lifted. The Council agreed that these applications were far enough along in the process that they would have an advantage over any new applications, when resubmitted after lifting of the moratorium. The Council determined that they would re-evaluate this issue in six months to determine if any other action would be required.

The City Council determined to maintain the moratorium imposed by Ordinance No. 960 for the six-month period allowed by state law, based on the above facts. The Council noted that there was no testimony or evidence introduced in opposition of the moratorium. The Council concluded that maintenance of the moratorium was required for the public health, safety and welfare, given that there was no water available for new development at this time.

Section 4. Moratorium Maintained. A moratorium shall be maintained on the acceptance of all non-exempt development permit applications for property inside and outside the City limits for six months, which began on the date of adoption of Ordinance

No. 960. If the City has not received water rights on or before November 1, 2004, the City Council hereby directs the City Clerk to schedule a public hearing on the extension of the moratorium, to be held before expiration of this moratorium on or about November 24, 2004. The Council shall make the decision to terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 5. 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 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor, this ___th day of July, 2004.

MAYOR Gretchen Wilbert

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK: 7/7/04

PASSED BY THE CITY COUNCIL:


PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO.:



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. 
CITY ENGINEER
SUBJECT: SECOND READING OF AN ORDINANCE
TRAFFIC IMPACT FEE UPDATE
DATE: JULY 12, 2004

INFORMATION/BACKGROUND

Attached for your consideration for public hearing and second reading is an ordinance updating the city's traffic impact fee schedule, (GHMC 19.12).

City staff presented various percentages of developer growth participation scenarios to the Public Works Committee on April 5, 2004. The recommendation of the committee and the City Engineer was to raise the traffic impact fee rate from \$108.22 per vehicle trip charge to \$214.09 per vehicle trip charge. At the June 14, 2004 Council Meeting, City Council requested staff to reevaluate the proposed impact fee schedule and to explain why the trip rate declines as the building size goes up.

The best example of why the trip rate declines as the building size goes up is the example of an office building. A small office building, say 1,000 SF, would assume that all employees drive single cars to work. Concurrently, delivery services would be required, such as mail, garbage, supply delivery, etc. As the size of the office increases, however, the rate at which the Institute of Traffic Engineers (ITE) assumes employees will carpool, ride a bus, walk, or bicycle increases. The ITE trip generation numbers are an average calculation of the number of new trips that can be expected to be generated from individual land uses. Also, the number of delivery service trips will be less per employee since an employee can cover more deliveries per trip. All of these factors contribute to reducing the overall trip rate as the building size increases. Consequently, even though the trip rate goes down, the overall number of new trips is still increasing for larger offices - just at a lower rate to take into account the above explained factors. Retail is a somewhat similar scenario, since size will be related to the amount of other uses that a bigger facility can provide, thus reducing the trip rate from a single type of retail. More people will get a greater complex of items from a bigger store (a Target for example), thus reducing the overall rate as compared to smaller retail stores.

Exhibits A and B reflect the current impact fee schedule. Exhibits C and D summarizes the revised impact fee schedule.

FISCAL IMPACTS

The current impact fee fund balance of \$134,000 is inadequate to fund the local portion of project construction costs. For example, this balance would only fund 3.7% of the Olympic Drive/56th Street Improvement Project total cost of \$3,630,000.00. Implementation of an updated traffic impact fee will increase the fund balance to higher levels. Increasing the fund balance to higher levels will also allow the City to better compete for State Grant Funding Programs.

RECOMMENDATION

I recommend that the City Council approve the ordinance as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO IMPACT FEES, UPDATING THE TRANSPORTATION IMPACT FEES BY AMENDING THE PROJECT LIST AND RECALCULATING THE TRANSPORTATION IMPACT FEES, REPEALING THE OLD TRANSPORTATION IMPACT FEE SCHEDULE (APPENDIX A TO ORDINANCE 828), AND ADOPTING A NEW TRANSPORTATION IMPACT FEE SCHEDULE, ALL AS PROVIDED IN GHMC 19.12.120.

WHEREAS, the City adopted an impact fee program for transportation and parks facilities in Chapter 19.12 of the Gig Harbor Municipal Code; and

WHEREAS, GHMC Section 19.12.120 requires the Community Development Director to annually review the City's six-year road plan and the project list for which impact fees are imposed, for the purposes of updating the project list and the schedule of impact fees; and

WHEREAS, the City SEPA Responsible Official issued a Determination of Non Significance under SEPA for this Ordinance on May 4, 2004; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of May 24, 2004 and held a public hearing on June 14, 2004; Now, Therefore,

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

Section 1. Exhibit 'A' to Gig Harbor Ordinance No. 828, which is the Project List of transportation projects for which impact fees are imposed under chapter 19.12 GHMC is hereby repealed.

Section 2. Exhibit 'B' to Gig Harbor Ordinance No. 828, which is the schedule of Transportation Impact Fees imposed under chapter 19.12 GHMC is hereby repealed.

Section 3. Exhibit 'C' to this Ordinance is the 2004 Updated Project List of transportation projects for which impact fees shall be imposed under chapter 19.12 GHMC after the effective date of this Ordinance. The Council hereby adopts Exhibit A by reference as if it were included herein in its entirety.

Section 4. Exhibit 'D' to this Ordinance is the 2004 Schedule of Transportation Impact Fees, which shall be imposed under chapter 19.12 GHMC after the effective

date of this Ordinance. The Council hereby adopts Exhibit B by reference as if it were included herein in its entirety.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2004.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 6/9/04
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

APPENDIX 'A' - TRANSPORTATION RATE SCHEDULE

Item No.	Description	Year	Original Estimate	Actual Cost	Actual %	Original Estimate	Actual %	Actual Cost	Actual %	Actual Cost	Actual %	Actual Cost	Actual %	Actual Cost	Actual %
1	EAST-WEST (BORGEN) ROAD CONSTRUCTION (Ph. 1) - Swede Hill Interchange (SR-16) to Peacock Hill Ave.	1999	\$2,980,000	\$824,000	0	0.0%	\$0	0.0%	\$824,000	\$503,600	17.1%	100%		\$1,523,000	51.6%
2	POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 1) - 1,000-ft. South of Olympic Dr. to 44th Street	1999	\$667,000	\$0	0	0.0%	\$482,000	72.3%	\$482,000	\$65,000	8.2%	38%	(0.5x0.36)x0.667	\$130,065	19.5%
11	POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 2) - 4th Street to City Limits	2001-2002	\$545,000	\$0	355,926	65.3%	\$0	0.0%	\$355,926	\$56,549	10.2%	49%	(0.5x0.49)x0.545	\$133,525	24.5%
12	OLYMPIC DRIVE/56th STREET IMPROVEMENTS - 550-ft. west of Point Fosdick Drive to 38th Avenue	2001-2002	\$1,341,000	\$0	876,774	65.3%	\$80,000	6.0%	\$956,774	\$56,651	4.2%	39%	(0.5x0.49)x1.34	\$328,546	24.5%
19	58th ST. / PT. FOSDICK DR. IMPROVEMENTS - Olympic Drive to Olympic Drive	2003-2004	\$1,182,000	\$0	771,935	65.3%	\$38,000	3.0%	\$807,935	\$94,475	7.1%	49%	(0.5x0.49)x1.182	\$289,590	24.5%
22	EAST-WEST (BORGEN) ROAD CONSTR. (Ph. 2) - Swede Hill Interchange (SR-16) to W. of Woodridge	2003-2004	\$4,050,000	\$0	1,751,625	43.3%	\$150,000	3.7%	\$1,901,625	\$123,375	3.0%	100%	(0.5x1.0)x4.05	\$2,025,000	50.0%
23	CRESCENT VALLEY CONNECTOR - Peacock Hill Avenue to Crescent Valley Road	2003-2004	\$4,300,000	\$0	1,859,750	43.3%	\$0	0.0%	\$1,859,750	\$290,250	6.8%	100%	(0.5x1.0)x4.3	\$2,150,000	60.0%
25	NORTH-SOUTH CONNECTOR - East-West Road to Peacock Hill Avenue	2000-2001	\$150,000	\$0	0	0.0%	\$0	0.0%	\$0	\$75,000	50.0%	100%	(0.5x1.0)x0.15	\$75,000	50.0%
26	HUNT STREET CROSSING - Kimball Drive to 38th Ave.	2003-2004	\$11,800,000	\$0	5,103,500	43.3%	\$398,100	3.4%	\$5,501,600	\$398,400	3.4%	100%	(0.5x1.0)x11.8	\$5,900,000	50.0%
			\$22,995,000	\$824,000	\$21,171,000	43.3%	\$1,938,100	3.4%	\$23,109,100	\$1,477,375	3.4%	100%		\$12,504,725	50.0%

Appendix 'B'
Transportation

Impact Fee Rate Schedule

ITE Code	ITE Land Use Category	Trip Rate (1)	% New Trips (2)	Peak Hour Factor (3)	Net New Trips Per Unit of Measure	Impact Fee Per Unit @ \$ 108.22 Per Trip
110	Light Industrial	3.49	100%	1.33	4.64 1,000 sq. ft.	\$ 0.50 per square foot
140	Manufacturing	1.93	100%	1.84	3.55 1,000 sq. ft.	0.38 per square foot
151	Mini-warehouse	1.30	100%	0.95	1.24 1,000 sq. ft.	0.13 per square foot
210	Single Family House	4.78	100%	1.00	4.78 dwelling	517.30 per dwelling unit
220	Apartment	3.24	100%	0.92	2.98 dwelling	322.50 per dwelling unit
230	Condominium	2.93	100%	0.89	2.61 dwelling	282.46 per dwelling unit
240	Mobile Home	2.41	100%	1.14	2.75 dwelling	297.61 per dwelling unit
250	Retirement Community	1.16	100%	0.90	1.04 dwelling	112.55 per dwelling unit
310	Hotel	4.35	100%	0.83	3.61 room	390.68 per room
320	Motel	5.10	100%	0.56	2.86 room	309.52 per room
420	Marina	1.48	100%	0.61	0.90 berth	97.40 per berth
430	Golf Course	4.17	100%	0.44	1.83 acre	198.05 per acre
444	Movie Theater	11.96	100%	1.88	22.48 1,000 sq. ft.	2.43 per square foot
492	Racquet Club	8.57	100%	0.98	8.40 1,000 sq. ft.	0.91 per square foot
530	High School	5.45	100%	1.68	9.16 1,000 sq. ft.	0.99 per square foot
560	Church	4.66	100%	0.73	3.40 1,000 sq. ft.	0.37 per square foot
610	Hospital	8.39	100%	0.59	4.95 1,000 sq. ft.	0.54 per square foot
620	Nursing Home	1.30	100%	0.62	0.81 bed	87.66 per bed
710	Office 10,000 Sq. Ft.	12.30	100%	1.31	16.11 1,000 sq. ft.	1.74 per square foot
710	Office 50,000 Sq. Ft.	8.29	100%	1.28	10.61 1,000 sq. ft.	1.15 per square foot
710	Office 100,000 Sq. Ft.	7.02	100%	1.26	8.85 1,000 sq. ft.	0.96 per square foot
720	Medical Office	17.09	100%	1.13	19.31 1,000 sq. ft.	2.09 per square foot
820	Retail 10,000 Sq. Ft.	83.80	49%	0.85	34.90 1,000 sq. ft.	3.78 per square foot
820	Retail 50,000 Sq. Ft.	45.83	48%	0.87	19.14 1,000 sq. ft.	2.07 per square foot
820	Retail 100,000 Sq. Ft.	35.34	74%	0.88	23.01 1,000 sq. ft.	2.49 per square foot
820	Retail 200,000 Sq. Ft.	27.25	74%	0.88	17.75 1,000 sq. ft.	1.92 per square foot
832	Restaurant: sit-down	102.68	52%	0.72	38.44 1,000 sq. ft.	4.16 per square foot
833	Fast Food, No Drive-up	393.11	52%	0.51	104.25 1,000 sq. ft.	11.28 per square foot
844	Service Station	150.18	27%	0.48	19.46 pump	2,106.00 per pump
850	Supermarket	88.80	49%	0.82	35.68 1,000 sq. ft.	3.86 per square foot
851	Convenience Market - 24 Hr.	369.00	31%	0.69	78.93 1,000 sq. ft.	8.54 per square foot
860	Wholesale Warehousing	3.37	100%	0.29	0.98 1,000 sq. ft.	0.11 per square foot
911	Bank/Savings: Walk-in	70.31	30%	1.17	24.68 1,000 sq. ft.	2.67 per square foot
912	Bank/Savings: Drive-in	132.61	30%	1.56	62.06 1,000 sq. ft.	\$ 6.72 per square foot

(1) ITE Rate divided by 2.

(2) Eliminates pass-by trips.

(3) Adjustment factor to convert average daily trips to peak hour equivalent.

**EXHIBIT C
RECOMMENDED RATE SCHEDULE**

TIP #	Project Description	Total Cost	Grants	City	Developer	Net Local Cost
2	Olympic Drive / 56th Street Improvements - 38th Ave to Point Fosdick Drive	\$3,630,000	\$2,000,000	\$831,300	\$798,700	\$1,630,000
3	56th Street / Pt. Fosdick Dr. Improvements - Olympic Drive to Olympic Drive	\$2,650,000	\$1,250,000	\$854,000	\$546,000	\$1,400,000
5	38th Avenue Improvements - Phase 1 - City Limits to 56th Street.	\$6,588,800	\$4,000,000	\$2,096,280	\$491,720	\$2,588,000
7	36th Avenue / Point Fosdick Intersection - 36th Ave / Pt. Fosdick I/S	\$1,250,000	\$700,000	\$280,500	\$269,500	\$550,000
11	38th Avenue Improvements - Phase 2 - 56th Street to Hunt Street	\$4,400,000	\$3,500,000	\$1,539,000	\$361,000	\$1,900,000
16	Rosedale Street Phase 2 - City limits to SR-16.	\$593,000	\$505,000	\$38,600	\$48,400	\$87,000
24	38th Avenue / Hunt Street - Phase 1 - Skansie Avenue to 56th Street	\$4,000,000	\$2,800,000	\$600,000	\$600,000	\$1,200,000
20	50th Court - Olympic Drive to 38th Street	\$1,000,000	\$250,000	\$375,000	\$375,000	\$750,000
22	North-South Connector (Harbor Hills) - Burnham Drive to Borgen Blvd.(PS&E only)	\$250,000	\$0	\$125,000	\$125,000	\$250,000
25	Crecent Valley Connector - Cresent Valley Road to Peacock Hill Road	\$4,300,000	\$1,750,000	\$1,275,000	\$1,275,000	\$2,550,000
26	Hunt Street X-ing of SR-16 / Kimball Dr Ext - 38th Avenue to Kimball Drive	\$12,475,000	\$3,500,000	\$3,487,500	\$3,487,500	\$6,975,000
28	Hunt Street / Skansie Ave Intersection - Hunt Street / Skansie Ave I/S	\$300,000	\$0	\$150,000	\$150,000	\$300,000
Grand Total		\$41,436,800				\$20,180,000

EXHIBIT D
2004
IMPACT FEE RATE SCHEDULE

ITE Code	ITE Land Use Category	Trip Rate (1)	% New Trips (2)	Peak Hour Factor (3)	Net New Trips Per Unit of Measure	Impact Fee Per Unit @ 175.82 Per Trip
110	Light Industrial	3.485	100%	1.33	4.64 per 1,000 SF	\$0.81 per SF
140	Manufacturing	1.91	100%	1.84	3.51 per 1,000 SF	\$0.62 per SF
151	Mini-warehouse	1.25	100%	0.95	1.19 per 1,000 SF	\$0.21 per SF
210	Single Family House	4.785	100%	1	4.79 per dwelling	\$841.32 per dwelling unit
220	Apartment	3.315	100%	0.92	3.05 per dwelling	\$536.23 per dwelling unit
230	Condominium	2.93	100%	0.89	2.61 per dwelling	\$458.50 per dwelling unit
240	Mobile Home	2.405	100%	1.14	2.74 per dwelling	\$482.06 per dwelling unit
250	Retirement Community	1.16	100%	0.9	1.04 per dwelling	\$183.56 per dwelling unit
310	Hotel	4.46	100%	0.83	3.70 per room	\$650.87 per room
320	Motel	4.555	100%	0.56	2.55 per room	\$448.49 per room
420	Marina	1.48	100%	0.61	0.90 per berth	\$158.73 per berth
430	Golf Course	2.52	100%	0.44	1.11 per acre	\$194.95 per acre
444	Movie Theater	11.96	100%	1.88	22.48 per 1,000 SF	\$3.95 per SF
492	Racquet Club	8.57	100%	0.98	8.40 per 1,000 SF	\$1.48 per SF
530	High School	6.635	100%	1.68	11.15 per 1,000 SF	\$1.96 per SF
560	Church	4.555	100%	0.73	3.33 per 1,000 SF	\$0.58 per SF
610	Hospital	8.39	100%	0.59	4.95 per 1,000 SF	\$0.87 per SF
620	Nursing Home	1.305	100%	0.62	0.81 per bed	\$142.26 per Bed
710	Office 10,000 SF	11.32	100%	1.31	14.83 per 1,000 SF	\$2.61 per SF
710	Office 50,000 SF	7.795	100%	1.28	9.98 per 1,000 SF	\$1.75 per SF
710	Office 100,000 SF	6.635	100%	1.26	8.36 per 1,000 SF	\$1.47 per SF
720	Medical Office	18.065	100%	1.13	20.41 per 1,000 SF	\$3.59 per SF
820	Retail 10,000 SF	77.545	49%	0.85	32.30 per 1,000 SF	\$5.68 per SF
820	Retail 50,000 SF	43.655	48%	0.87	18.23 per 1,000 SF	\$3.21 per SF
820	Retail 100,000 SF	34.085	36%	0.88	10.80 per 1,000 SF	\$1.90 per SF
820	Retail 200,000 SF	26.61	36%	0.88	8.43 per 1,000 SF	\$1.48 per SF
832	Restaurant: sit down	65.17	52%	0.72	24.40 per 1,000 SF	\$4.29 per SF
833	Fast Food, No Drive-up	358	52%	0.51	94.94 per 1,000 SF	\$16.69 per SF
844	Service Station	84.28	27%	0.48	10.92 per pump	\$1,920.48 per pump
850	Supermarket	55.755	49%	0.82	22.40 per 1,000 SF	\$3.94 per SF
851	Convenience Market 24-Hr	368.995	31%	0.69	78.93 per 1,000 SF	\$13.88 per SF
860	Wholesale Warehousing	3.365	100%	0.29	0.98 per 1,000 SF	\$0.17 per SF
911	Bank/Savings: Walk-in	78.24	30%	1.17	27.46 per 1,000 SF	\$4.83 per SF
912	Bank/Savings: Drive-in	132.605	30%	1.56	62.06 per 1,000 SF	\$10.91 per SF

Trip Rates are from ITE 6th Edition.

(1) ITE Rate divided by 2

(2) Eliminates pass-by trips

(3) Adjustment factor to convert average daily trips to peak hour equivalent.



"THE MARITIME CITY"

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHG*
**SUBJECT: SECOND READING OF ORDINANCE - SCHOOL IMPACT FEES;
INTERLOCAL AGREEMENT WITH PENINSULA SCHOOL DISTRICT**
DATE: JULY 12, 2004

INFORMATION/BACKGROUND

In 1999, in order to ensure that adequate transportation and parks facilities could be provided at established levels of service to serve new growth and development, the City Council adopted an ordinance to establish transportation and park impact fees. This ordinance is consistent with recently updated city comprehensive plans for transportation and parks, and creates the means to ensure that new development bears a proportionate share of the capital costs of off-site parks and transportation facilities. Also, this ordinance ensures that the city will pay its fair share of these capital costs and that the city will provide for the equitable collection of these fees. The current impact fees ordinance, however, does not collect school impact fees and the attached revisions to the ordinance propose to facilitate collection of such fees. The fee schedule attached to the ordinance is based on the Peninsula School District's fee proposal that the district considers consistent with its capital facility plan and growth projection needs. The proposed fees are identical in fee schedule to fees currently collected in Pierce County (see Appendix 'A').

POLICY CONSIDERATIONS

School impact fees will provide mitigation for the effects of new residential growth and attendant school capacity needs. The Peninsula School District approved the attached interlocal agreement on April 29, 2004.

FISCAL CONSIDERATIONS

At \$1711 per single family dwelling unit and \$901 per multi-family dwelling unit, the proposed fee schedule meets 27.2% and 28.8% of the Peninsula School District's unfunded capital facility growth need, as expressed in Pierce County's adopted school impact fee schedule (see Appendix 'A'). The \$1711 and \$901 fee levels are equal to the currently adopted Pierce County fee levels.

RECOMMENDATION

I recommend that the City Council pass the attached ordinance and interlocal agreement subsequent to the public hearing on the ordinance at the July 12, 2004, City Council Meeting.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S IMPACT FEE REGULATIONS TO ALLOW FOR THE IMPOSITION OF SCHOOL IMPACT FEES BY THE CITY ON DEVELOPMENT, THE COLLECTION, MANAGEMENT, USE AND APPEAL OF SUCH FEES, ALL OF WHICH WILL BECOME OPERATIVE AT THE TIME THE CITY COUNCIL ADOPTS A FEE SCHEDULE FOR SCHOOL IMPACT FEES, ADDING NEW DEFINITIONS FOR "SCHOOL FACILITIES," "SCHOOL DISTRICT," "SCHOOL DISTRICT SERVICE AREA," AND "SUPERINTENDENT," AMENDING THE IMPACT FEE CHAPTER TO ELIMINATE ANY VESTING OF IMPACT FEES; PURSUANT TO A RECENT COURT DECISION, MAKING OTHER MINOR CHANGES TO CORRECT TYPOGRAPHICAL ERRORS; AMENDING GIG HARBOR CODE SECTIONS 19.14.010; 19.12.010; 19.12.050, 19.12.070, 19.12.080, 19.12.090, 19.12.100, 19.12.110, 19.12.120, 19.12.130, 19.12.140, 19.12.150, 19.12.170.

WHEREAS, the City has adopted impact fees for parks and transportation facilities in chapter 19.12 of the Gig Harbor Municipal Code; and

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 82.02.100; and

~~WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this ordinance is exempt from SEPA under WAC 1997-11-800(20); and~~

~~WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on _____, pursuant to RCW 36.70A.106; and~~

WHEREAS, the City's SEPA Responsible Official issued a determination of non-significance on May 24, 2004, with a June 9, 2004 comment deadline and June 23, 2004 appeal period; and

WHEREAS, no comments or appeals have been submitted; and

WHEREAS, the Gig Harbor Planning Commission held a public hearing and (recommended adoption/did not recommend adoption) of this Ordinance; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of July 12, 2004. Now, Therefore,

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

Section 1. Section 19.14.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.14.010 Definitions. The following words and terms shall have the following meanings for the purpose of chapter 19.10 and 19.12, the concurrency and impact fee chapters, unless the context clearly appears otherwise. Terms otherwise not defined herein shall be given the meaning set forth in RCW 82.02.090, or given their usual and customary meaning:

* * *

() "School facilities" means capital facilities owned or operated by the Peninsula School District.

() "School District" means the Peninsula School District.

() "School District service area" means the boundaries of the Peninsula School District.

() "Superintendent" means the School District Superintendent or his/her designee.

* * *

Section 2. Section 19.12.010 of the Gig Harbor Municipal Code is hereby

amended to read as follows:

19.12.010. Authority and purpose.

A. 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 82.02.100, chapter 58.17 RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA), chapter 43.21C RCW.

B. The purpose of this chapter is to:

1. Develop a program consistent with the Gig Harbor parks, open space and recreation plan, six year road plan and the City's comprehensive plan (parks and transportation elements), and capital improvement plan, for joint public and private financing of park and transportation facility improvements necessitated in whole or in part by development in the City. With regard to school facilities, to develop a program for joint public and private financing of school facilities consistent with the capital improvement plan of the School District, as such public facilities are necessitated in whole or in part by development in the City;

2. Ensure adequate levels of service in public facilities within the city and School District;

3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site park, school and transportation facilities reasonably related to new development, in order to maintain adopted levels of park service, maintain adopted levels of service on the city's transportation facilities, and to ensure the availability of adequate school facilities at the time of new development;

4. Ensure that the city pays its fair share of the capital costs of parks and transportation facilities necessitated by public use of the parks and roadway system, and ensure that the School District pays its fair share of the capital costs of school facilities; and

5. Ensure fair collection and administration of such impact fees.

C. The provisions of this chapter shall be liberally construed to effectively carry out its purpose in the interest of the public health, safety and welfare.

Section 3. Section 19.12.050 of the Gig Harbor Municipal Code is hereby

amended to read as follows:

19.12.050 Imposition of Impact Fees.

A. The City is hereby authorized to impose impact fees on new

development.

B. Impact fees may be required pursuant to the impact fee schedule adopted through the process described herein, or mitigation may be provided through: (1) the purchase, installation and/or improvement of park, school and transportation facilities pursuant to GHMC 19.12.080(C); or (2) the dedication of land pursuant to GHMC 19.12.080(C).

C. Impact fees:

1. Shall only be imposed for park, school and transportation facilities that are reasonably related to new development;
2. Shall not exceed a proportionate share of the costs of park, school and transportation facilities that are reasonably related to new development;
3. Shall be used for park, school and transportation facilities that will reasonably benefit the new development;
4. Shall not be used to correct existing deficiencies;
5. Shall not be imposed to mitigate the same off-site park, school and transportation facility impacts that are being mitigated pursuant to any other law;
6. Shall not be collected for improvements to state/county park and transportation facilities unless the state/county requests such improvements and an agreement to collect such fees has been executed between the state/county and the city;
7. Shall not be collected for improvements to park and transportation facilities in other municipalities unless the affected municipality requests that such impact fees be collected on behalf of the affected municipality, and an interlocal agreement has been executed between the city and the affected municipality for the collection of such fees.
8. Shall not be collected for any development approved prior to the date of adoption of the ordinance codified in this chapter unless changes or modifications in the development requiring city approval are subsequently proposed which result in greater direct impacts on park, school and transportation facilities than were considered when the development was first approved;
9. Shall be collected only once for each development, unless changes or modifications to the development are proposed which result in greater direct impacts on park, school and/or transportation facilities than were considered when the development was first permitted;
10. May be imposed for system improvement costs previously incurred by the city, to the extent that new growth and development will be served by previously constructed improvements, and provided, that such fee shall not be imposed to make up for any system improvement deficiencies; and
11. Shall only be imposed for park and school facilities on residential development.

Section 4. Section 19.12.070 of the Gig Harbor Municipal Code shall be 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. For the purpose of this chapter, the entire city shall be considered one service area.

Section 5. Section 19.12.080 of the Gig Harbor Municipal Code shall be amended to read as follows:

19.12.080 Calculation of Impact Fees.

A. 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 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. These calculations shall:

1. Determine the standard fee for similar types of development, which shall be reasonably related to each development's proportionate share of the cost of the projects described in Appendix A, and for parks shall be calculated as set forth in Appendix C, and for schools shall be as provided in the School District's capital facilities plan;
2. Reduce the proportionate share by applying the benefit factors described in this section.

B. In calculating proportionate share, the following factors will be considered:

1. Identify all park, school and transportation facilities that will be impacted by users from each development;
2. Identify when the capacity of a park, school or transportation facility has been fully utilized;
3. Update the data as often as practicable, but at least annually;
4. Estimate the cost of constructing the projects in Appendix A for roads as of the time they are placed on the list, and the cost of maintaining the City's level of park service as shown on Appendix C, and the costs relating to the construction of school facilities and then update the costs estimates at least annually, considering the:

- a. Availability of other means of funding park, school and transportation facilities;
- b. Cost of existing park, school and transportation facility improvements;
- c. Methods by which park, school and transportation facility improvements were financed;

5. Update the fee collected against a project which has already been completed, through an advancement of city or School District funds, at a rate determined annually, which is equivalent to the City or School District's return on investments.

C. The director or, in the case of school impact fees, the Superintendent, shall reduce the calculated proportionate share for a particular development by giving credit for the following benefit factors:

1. The purchase, installation and/or improvement of park, school and transportation facilities, if;

a. The facilities are located on land owned by the city, Pierce County, the School District or a special district; and

b. A designated public owner is responsible for permanent, continuing maintenance and operation of the facilities; and

c. The Director or Superintendent, determines that the facilities correspond to the type(s) of park, school and transportation facilities being impacted by the development as determined pursuant to this chapter; and

d. The Director determines, after consultation with the county, School District or special purpose district, as applicable, and an analysis of supply and demand data, the parks, open space and recreation plan, the six year road plan and any applicable Pierce County park and transportation plan, that the proposed park and transportation facility improvements better meet the city's need for park and transportation facilities than would payment of funds to mitigate the park and transportation impacts of the development.

2. The credit against the impact fee shall be equal to the fair market value of the purchase, installation and/or improvement.

3. Any applicable benefit factors, as described in RCW 82.02.060, that are demonstrated by the applicant not to have been included in the calculation of the impact fee.

4. A developer of a planned residential development or mobile home park may receive credit only for park, school and transportation facilities provided in addition to those normally required under SEPA for such developments pursuant to chapter 18.04 GHMC.

5. When the Director or Superintendent has agreed to a developer's proposal to satisfy some or all of the impact fee through the purchase, installation and/or improvement of park, school and/or transportation facilities, the developer shall prepare and submit a facility improvement plan to the Director and, if applicable, to the Superintendent

for approval prior to recordation of a plat or short plat for subdivisions, and prior to issuance of a building permit for all other developments.

6. In the determination of credit toward the impact fee, the Director or Superintendent shall also consider the extent to which the proposed dedication or conveyance meets the following criteria:

a. The land should result in an integral element of the Gig Harbor park/road system;

b. The land is suitable for future park, school and/or transportation facilities;

c. The land is of an appropriate size and of an acceptable configuration;

d. The land has public access via a public street or an easement of an equivalent width and accessibility;

e. The land is located in or near areas designated by the city or county on land use plans for park, trail or recreation purposes; or, in the case of schools, is appropriately located for school facilities;

f. The land provides linkage between Pierce County and/or other publicly owned recreation or transportation properties;

g. The land has been surveyed or adequately marked with survey monuments, or otherwise readily distinguishable from adjacent privately owned property;

h. The land has no known physical problems associated with it, such as the presence of hazardous waste, drainage, erosion or flooding problems which the Director or Superintendent determines would cause inordinate demands on public resources for maintenance and operation;

i. The land has no known safety hazards;

j. The developer is able to provide documentation, as nearly as practicable, of the land's compliance with the criteria of this subsection, and of clear title; and

k. The developer is able to provide and fund a long-term method, acceptable to the Director or Superintendent, for the management and maintenance of the land, if applicable.

7. The amount of credit determined pursuant to this subsection shall be credited proportionately among all of the units in the development, and the impact fee for which each unit for which a permit or approval is applied shall be reduced accordingly.

8. Applicants may not request that an impact fee credit be provided for a proposed development based on taxes, user fees, assessments, improvements, payments or other benefit factors applicable to property that is not included within the proposed development.

9. Applicants shall receive credit against the impact fee equal to the amount of an LID assessment paid for transportation-related facilities identified by the Director as increasing transportation system capacity.

Section 6. Section 19.12.090 of the Gig Harbor Municipal Code shall be amended to read as follows:

19.12.090 Variation from impact fee schedule.

If a developer submits information demonstrating a significant difference between the age, social activity or interest characteristics of the population of a proposed subdivision or development and the data used to calculate the impact fee schedule, the Director or Superintendent may allow a special calculation of the impact fee requirements for the subdivision or development to be prepared by the developer's consultant, at the developer's cost; provided, however, that the Director or Superintendent shall have prior approval of the qualifications and methodology of the developer's consultant in making such calculation, and any time period mandated by statute or ordinance for the approving authority's decision on the subdivision or development shall not include the time spent in preparing the special calculation. Whether the Director or Superintendent accepts the data provided by the special calculation shall be at the discretion of the Director or Superintendent.

Section 7. Section 19.12.100 of the Gig Harbor Municipal Code shall be amended to read as follows:

19.12.100 Payment of fees.

A. All developers shall pay an impact fee in accordance with the provisions of this chapter which shall be calculated by the City at the time that the building permit is ready for issuance.

B. The impact fee shall be recalculated if the development is modified or conditioned in such a way as to alter park, school or transportation impacts for the development.

C. A developer may obtain a preliminary determination of the impact fee before submitting an application for the development permit by providing the Director or Superintendent with the information needed for processing. However, because impact fees are not subject to the vested rights doctrine, the fee actually paid by the developer will be the impact fee in effect at the time of building permit issuance, regardless of any preliminary determination.

Section 8. Section 19.12.110 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.110 Time of payment of impact fees.

A. Payment of any required impact fees shall be made prior to the issuance of a building permit.

B. Impact fees may be paid under protest in order to obtain the necessary permits/approvals until an appeal of the fee amount is finally resolved.

C. When a subdivision or development is conditioned upon the dedication of land, or the purchase, installation or improvement of park and/or transportation facilities, a final plat or short plat shall not be recorded, and a building permit within such plat or development shall not be issued until:

1. The Director has determined in writing that the land to be dedicated is shown on the face of the final plat or short plat, or a deed conveying the land to the city, Pierce County, School District or special purpose district, as appropriate, has been recorded with the Pierce County Auditor; and

2. The Director has determined in writing, after consultation with the designated public owner responsible for permanent, continuing maintenance and operation of the facilities that the developer has satisfactorily undertaken or guaranteed to undertake in a manner acceptable to the Director or Superintendent, any required purchase, installation or improvement of school, park or transportation facilities.

Section 9. Section 19.12.120 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.120 Project List.

A. The Director shall annually review the city's parks, open space and recreation plan, the six year parks improvement plan, the six year road plan and the projects listed in Appendices A and B and shall:

1. Identify each project in the comprehensive plan that is growth-related and the proportion of each such project that is growth-related;

2. Forecast the total money available from taxes and other public sources for park and transportation improvements for the next six years;

3. Update the population, building activity and demand and supply data for park and transportation facilities and the impact fee schedule for the next six-year period;

4. Calculate the amount of impact fees already paid;

5. Identify those comprehensive plan projects that have been or are being built but whose performance capacity has not been fully utilized;

B. The Director shall use this information to prepare an annual draft amendment to the fee schedule in Appendices A and C, which shall

comprise:

1. The projects in the comprehensive plan that are growth related and that should be funded with forecast public moneys and the impact fees already paid; and

2. The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized.

C. The Council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, shall, by separate ordinance, establish the annual project list by adopting, with or without modification, the Director's draft amendment.

D. Once a project is placed on Appendix A, or if the City amends its level of park service in Appendix C, a fee shall be imposed on every development until the project is removed from the list by one of the following means:

1. The council by ordinance removes the project from Appendix A and/or C, in which case the fees already collected will be refunded if necessary to ensure that impact fees remain reasonably related to the park and transportation impacts of development that have paid an impact fee; provided that a refund shall not be necessary if the council transfers the fees to the budget of another project that the council determines will mitigate essentially the same park and transportation impacts; or

2. The capacity created by the project has been fully utilized, in which case the director shall remove the project from the project list.

E. 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 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 10. Section 19.12.130 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.130 Funding of projects.

A. An impact fee trust and agency fund is hereby created for parks, schools and transportation fees. The School District shall be responsible for the creation of its own impact fee fund,¹ and shall be solely responsible for the deposit of fees in such fund, and the use/refund of such fees. The Director shall be the manager of the City's fund. The City shall place park, school and transportation impact fees in appropriate deposit accounts

within the impact fee fund.

B. The parks, school and transportation impact fees paid to the City shall be held and disbursed as follows:

1. The fees collected for each project shall be placed in a deposit account within the impact fee fund, with the exception of the school impact fees, which shall be transmitted to the School District;

2. 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;

3. 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;

4. Fees collected after a project has been fully funded by means of one or more council appropriations shall constitute reimbursement to the city or School District of the funds advanced for the private share of the project. The public monies made available by such reimbursement shall be used to pay the public share of other projects.

5. 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.

C. Projects shall be funded by a balance between impact fees and public funds, and shall not be funded solely by impact fees.

D. Impact fees shall be expended or encumbered for a permissible use for six years after receipt, unless there exists an extraordinary or compelling reason for fees to be held longer than six years. The Director may recommend to the Council that the City hold park or transportation fees beyond six years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the Council.

E. The School District and the Director shall prepare an annual report on the impact fee accounts showing the source and amount of all monies collected, earned or received and projects that were financed in whole or in part by impact fees.

Section 11. Section 19.12.140 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.140 Use and disposition of dedicated land.

All land dedicated or conveyed pursuant to this chapter shall be set

aside for development of park, school, and transportation facilities. The city and Pierce County, and any school district or special purpose district to which land is dedicated or conveyed pursuant to this chapter shall make every effort to use, develop and maintain land dedicated or conveyed for park, school, and transportation facilities. In the event that use of any such dedicated land is determined by the director, Superintendent, or Pierce County, to be infeasible for development of park, school, and transportation facilities, the dedicated land may be sold or traded for another parcel of land. The proceeds from such a sale shall be used to acquire land or develop park, school, and transportation facilities.²

Section 12. Section 19.12.150 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.150 Refunds.

A. A developer may request and shall receive a refund from either the City (for parks and transportation impact fees) or the School District (for school impact fees) when the developer does not proceed with the development activity for which impact fees were paid, and the developer shows that no impact has resulted.

B. In the event that impact fees are refunded for any reason, they shall be refunded by the City with respect to park and transportation fees and the School District with respect to school impact fees, and such fees shall be returned with interest earned to the owners as they appear of record with the Pierce County Assessor at the time of the refund.

C. When the city seeks to terminate any or all impact fee requirements, all unexpended or unencumbered funds shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the city shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail to the last known address of claimants. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the city or, if applicable, the School District, but must be expended on projects on the adopted plans of the City or School District. This notice requirement shall not apply if there are no unexpended or unencumbered balances within an account or accounts being terminated.

Section 13. Section 19.12.170 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.12.170 Appeals.

A. Decision on Impact Fee. The director shall issue a written decision on the parks and/or transportation impact fee amount as described in this chapter. The Superintendent shall issue a written decision on the school impact fee amount as described in this chapter.

B. Reconsideration by Superintendent.

1. In order to request reconsideration of the Superintendent's decision, the developer shall make a written request to the Superintendent for a meeting to review the fee amount, together with a written request for reconsideration. The request for reconsideration shall state in detail the grounds for the request and shall be filed with the Superintendent within fifteen (15) days after the Superintendent's decision on the school impact fees.

2. The Superintendent shall consider any studies and data submitted by the developer seeking to adjust the amount of the fee. The Superintendent shall issue a written decision on reconsideration within 30 working days of the Superintendent's receipt of the request for reconsideration or the meeting with the developer, whichever is later.

C. Reconsideration by Director.

1. In order to request reconsideration of the Director's decision, the developer shall make a written request to the Director for a meeting to review the fee amount, together with a written request for reconsideration. The request for reconsideration shall state in detail the grounds for the request, and shall be filed with the Director within 15 days after issuance of the Director's decision on the impact fees.

2. The Director shall consider any studies and data submitted by the developer seeking to adjust the amount of the fee. The director shall issue a written decision on reconsideration within 10 working days of the director's receipt of the request for reconsideration or the meeting with the developer, whichever is later.

D. Appeal of Decision on Reconsideration to Hearing Examiner. A developer may appeal the amount of the impact fee established in the decision on reconsideration of the Director or Superintendent to the hearing examiner, who shall conduct a public hearing on the appeal. In the case of school impact fees, the School District shall provide for a hearing examiner to hear the appeal.

1. 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 19.01-19.06, 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.

2. The developer shall bear the burden of proving:

a. That the Director or Superintendent committed

error in calculating the developer's proportionate share, as determined by an individual fee calculation, or, if relevant, as set forth in the impact fee schedule, or in granting credit for the benefit factors; or

b. That the Director or Superintendent based his determination upon incorrect data.

3. An appeal of the decision of the Director or Superintendent on reconsideration must be filed with the City planning department within 14 calendar days of issuance of that decision.

E. Appeals of Hearing Examiner's Decision. Appeals from the decision of the School District Hearing Examiner or the City Hearing Examiner shall be to superior court as provided in ch. 36.70C RCW.

Section 14. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 15. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2004.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 6/23/04
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

Appendix 'A'

EXHIBIT "B" TO ORDINANCE NO. 2003-126s

4A.30.030 School Impact Fee Schedule.

DISTRICT	PER SINGLE FAMILY DWELLING UNIT		PER MULTIFAMILY DWELLING UNIT	
	Fee Calculation	Maximum Fee Obligation Effective 01/01/03	Fee Calculation	Maximum Fee Obligation Effective 01/01/03
Auburn*	\$4,254 2,529	\$1,675 1,711	\$2,089 1,519	\$882 901
Bethel*	\$2,438 2,180	\$1,675 1,711	\$677 719	\$882 901
Carbonado*	\$1,843 2,606	\$1,675 1,711	\$548 689	\$882 901
Dieringer	\$2,984	\$1,675 1,711	\$1,492	\$882 901
Eatonville*	\$7,431 2,039	\$1,675 1,711	\$3,715 1,519	\$882 901
Fife*	\$3,224 2,301	\$1,675 1,711	\$1,189 1,281	\$882 901
Franklin Pierce	\$2,737 1,045	\$1,675 1,711	\$1,790 2,560	\$882 901
Orting	\$1,813	\$1,675 1,711	\$1,457	\$882 901
Peninsula	\$6,350 2,287	\$1,675 1,711	\$2,712 1,121	\$882 901
Puyallup*	\$4,611	\$1,675 1,711	\$2,243	\$882 901
Steilacoom	\$2,776	\$1,675 1,711	\$1,388	\$882 901
Sumner*	\$3,626 1,526	\$1,675 1,711	\$821 719	\$882 901
University Place	\$1,743	\$1,675 1,711	\$692	\$882 901
White River	\$1,617 1,674	\$1,675 1,711	\$808 941	\$882 901
Yelm*	\$4,504	\$1,675 1,711	\$1,914	\$882 901

* Fee Calculations updated for 2003

Appendix 'B'
Transportation

Impact Fee Rate Schedule

ITE Code	ITE Land Use Category	Trip Rate (1)	% New Trips (2)	Peak Hour Factor (3)	Net New Trips Per Unit of Measure	Impact Fee Per Unit @ \$ 108.22 Per Trip
110	Light Industrial	3.49	100%	1.33	4.64 1,000 sq. ft.	\$ 0.50 per square foot
140	Manufacturing	1.93	100%	1.84	3.55 1,000 sq. ft.	0.38 per square foot
151	Mini-warehouse	1.30	100%	0.95	1.24 1,000 sq. ft.	0.13 per square foot
210	Single Family House	4.78	100%	1.00	4.78 dwelling	517.30 per dwelling unit
220	Apartment	3.24	100%	0.92	2.98 dwelling	322.50 per dwelling unit
230	Condominium	2.93	100%	0.89	2.61 dwelling	282.46 per dwelling unit
240	Mobile Home	2.41	100%	1.14	2.75 dwelling	297.61 per dwelling unit
250	Retirement Community	1.16	100%	0.90	1.04 dwelling	112.55 per dwelling unit
310	Hotel	4.35	100%	0.83	3.61 room	390.68 per room
320	Motel	5.10	100%	0.56	2.86 room	309.52 per room
420	Marina	1.48	100%	0.61	0.90 berth	97.40 per berth
430	Golf Course	4.17	100%	0.44	1.83 acre	198.05 per acre
444	Movie Theater	11.96	100%	1.88	22.48 1,000 sq. ft.	2.43 per square foot
492	Racquet Club	8.57	100%	0.98	8.40 1,000 sq. ft.	0.91 per square foot
530	High School	5.45	100%	1.68	9.16 1,000 sq. ft.	0.99 per square foot
560	Church	4.66	100%	0.73	3.40 1,000 sq. ft.	0.37 per square foot
610	Hospital	8.39	100%	0.59	4.95 1,000 sq. ft.	0.54 per square foot
620	Nursing Home	1.30	100%	0.62	0.81 bed	87.66 per bed
710	Office 10,000 Sq. Ft.	12.30	100%	1.31	16.11 1,000 sq. ft.	1.74 per square foot
710	Office 50,000 Sq. Ft.	8.29	100%	1.28	10.61 1,000 sq. ft.	1.15 per square foot
710	Office 100,000 Sq. Ft.	7.02	100%	1.26	8.85 1,000 sq. ft.	0.96 per square foot
720	Medical Office	17.09	100%	1.13	19.31 1,000 sq. ft.	2.09 per square foot
820	Retail 10,000 Sq. Ft.	83.80	49%	0.85	34.90 1,000 sq. ft.	3.78 per square foot
820	Retail 50,000 Sq. Ft.	45.83	48%	0.87	19.14 1,000 sq. ft.	2.07 per square foot
820	Retail 100,000 Sq. Ft.	35.34	74%	0.88	23.01 1,000 sq. ft.	2.49 per square foot
820	Retail 200,000 Sq. Ft.	27.25	74%	0.88	17.75 1,000 sq. ft.	1.92 per square foot
832	Restaurant: sit-down	102.68	52%	0.72	38.44 1,000 sq. ft.	4.16 per square foot
833	Fast Food, No Drive-up	393.11	52%	0.51	104.25 1,000 sq. ft.	11.28 per square foot
844	Service Station	150.18	27%	0.48	19.46 pump	2,106.00 per pump
850	Supermarket	88.80	49%	0.82	35.68 1,000 sq. ft.	3.86 per square foot
851	Convenience Market - 24 Hr.	369.00	31%	0.69	78.93 1,000 sq. ft.	8.54 per square foot
860	Wholesale Warehousing	3.37	100%	0.29	0.98 1,000 sq. ft.	0.11 per square foot
911	Bank/Savings: Walk-in	70.31	30%	1.17	24.68 1,000 sq. ft.	2.67 per square foot
912	Bank/Savings: Drive-in	132.61	30%	1.56	62.06 1,000 sq. ft.	\$ 6.72 per square foot

(1) ITE Rate divided by 2.

(2) Eliminates pass-by trips.

(3) Adjustment factor to convert average daily trips to peak hour equivalent.

Appendix 'C' Parks

RATE SCHEDULE

Based on the 50% assessment identified in "Note (3)" of Appendix 'C-2' (p. 143 City of Gig Harbor Parks, Recreation and Open Space Plan) of this ordinance, the Park Impact Fee is set at \$1500 per dwelling unit.

Appendix 'D'

**City of Gig Harbor
School Impact Fee Schedule**

Single Family Dwelling:	\$1,711.00
Multi-Family Dwelling:	\$ 901.00 x number of units

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF GIG HARBOR AND PENINSULA SCHOOL DISTRICT**

THIS AGREEMENT is entered into this 29th day of APRIL, 2004 by and between the City of Gig Harbor (the "City" hereinafter) and the Peninsula School District #401 (the "District" hereinafter).

WHEREAS, the Washington State Legislature passed the Growth Management Act, chapter 36.70A RCW, including RCW 82.02.050 through 82.02.100 (the "Authorizing Statutes" hereinafter), which authorize the imposition of impact fees on development activity as part of the financing for public facilities, which financing must provide for a balance between impact fees and other sources of public funds; and

WHEREAS, these Authorizing Statutes allow collection and expenditure of impact fees only for public facilities which are addressed by a capital facilities element of a comprehensive land use plan adopted under the Growth Management Act; and

WHEREAS, the District has prepared and adopted a capital facilities plan, and authorization to collect and expend fees is contingent upon the City's adoption of the District's Capital Facilities Plan (CFP) as part of the City's Comprehensive Plan (RCW 36.70A.070) and on the Plan's adherence with the authorizing statutes; and

WHEREAS, as a prerequisite to the City's adoption of an ordinance describing the features of the school impact fee program, allowing the District to receive and expend school impact fees in conformance with the Authorizing Statutes, the City and District desire to enter into an interlocal agreement; and

WHEREAS, this interlocal agreement will set forth the duties and responsibilities of the parties with regard to implementation of the school impact fee program, as well as indemnification responsibilities for any legal challenges to the program;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

I. Responsibilities of the District.

The District, by and through its officials, officers, employees, agents and representatives, agrees to the following, if the City adopts a school impact fee ordinance:

A. Adopt a capital facilities plan, which meets the requirements of the Authorizing Statutes;

B. Submit information to the City to support the adoption of a school impact fee ordinance in the City for the imposition of school impact fees, including the District's capital facilities plan, a proposed impact fee schedule, and any other information required by the City's ordinance.

C. Annually submit to the City a six-year capital facilities plan or an update of the previously adopted plan, together with an impact fee schedule, which meets the requirements of the Authorizing Statutes and the school impact fee ordinance, on or before July 1st of each year. This shall include a list of all capital facilities funded or constructed by the District with school impact fees collected in the previous year(s) from any other city or Pierce County.

D. Handle all requests for consideration or appeals of the school impact fees or dedication in lieu of fee payment from initiation to final decision. The District's decision on reconsideration and/or appeal shall be final. The District shall be responsible for defending the school impact fee and/or the District's responsibilities as set forth herein regardless of whether an appeal of the school impact fee is filed with an appeal of the underlying permit or not. The details of the District's responsibility to defend and indemnify the City as set forth in Section IV below.

E. Establish and maintain school impact fee accounts, as required by RCW 82.02.070, as it now exists or may hereafter be amended.

F. Preparation of a report to the City to allow the City to meet the requirements of RCW 82.02.070(1) and submit such report to the City on or before July 1st of each year, showing the source and amount of all monies collected, earned or received and system improvements that were financed in whole or in part by impact fees.

G. Properly expend impact fees, as required by RCW 82.02.050(4) and 82.02.070(2), as these statutes now exist or may hereafter be amended.

H. Encumber or expend impact fees as required by RCW 82.02.070(3) and where the District has extraordinary and compelling reasons for noncompliance with this statute, the District shall identify such reasons in written findings delivered to the City Council.

I. Notification of property owners of refunds under RCW 82.02.080 and the processing and payment of any refunds, together with any interest which may be due.

J. Review of all covenants and declaration of restrictions for form, as these documents are required by the school impact fee ordinance to maintain exceptions from payment of impact fees. In the event that such covenants and/or declarations of restrictions are violated, the District will have the responsibility for enforcement of same.

K. Maintain all accounts and records necessary to ensure compliance with this Agreement, the school impact fee ordinance, the Authorizing Statutes and all other applicable law.

II. Responsibilities of the City.

The City, by and through its officials, officers, employees, agents and representatives, agrees to the following, in the event the City adopts a school impact fee ordinance:

A. Be responsible for the following aspects of the impact fee program:

1. Consideration of a school impact fee ordinance for adoption, which ordinance shall be reviewed and approved by the District;
2. Preparation of a school impact fee schedule to be adopted with the school impact fee ordinance, based on information submitted by the District, and prepared by the District in compliance with the Authorizing Statutes and all other applicable law.
3. Review of annually updated information from the District relating to the school impact fee schedule, and adoption of a new school impact fee schedule based on information submitted by the District and prepared by the District under the Authorizing Statutes and all other applicable law.
4. The determination, pursuant to the school impact fee ordinance, whether or not residential activity in the City is exempt from payment of school impact fees.
5. The receipt of fees from the applicant.
6. The transmittal of the applicant's fees to the District.
7. Timely notification and tender to the District of a judicial appeal of the school impact fees, as provided in Section IV herein.

B. Establish and maintain school impact fee accounts pursuant to RCW 82.02.070 (as the same now exists or may hereafter be amended), so that impact fees can be transferred to the District on a monthly basis.

C. Develop a report on the school impact fee account as required by RCW 82.02.0701(1), from a review of the District's report required by RCW 82.02.050(4) (as these statutes now exist or may hereafter be amended), detailing the fees received and the system improvements financed in whole or in part by the fees.

III. Audit.

A. The District's records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit, by the City or other appropriate state agency.

B. The District agrees to cooperate with any monitoring or evaluation activities conducted by the City that pertain to the subject of this Agreement. The District agrees to allow the City or appropriate state agencies and/or any of their employees, agents or representatives, to have full access to and the right to examine, audit, make excerpts or transcripts, during normal business hours, all of the District's records with respect to all matters covered by this Agreement. The City shall provide seven (7) days' advance notice to the District of fiscal audits to be conducted.

IV. Indemnification and Hold Harmless.

A. The District is a separate municipal corporation, with the authority to adopt its capital facilities plan and to spend the school impact fees collected from the City from property owners/developers in the City. The District acknowledges that because the District gathers, collects, creates and interprets the data used to develop its capital facilities plan, that the District, not the City, is in the best position to ensure that its capital facilities plan conforms to the Authorizing Statutes and all other applicable law. The District further acknowledges that because the District will make its own discretionary decisions about how to spend the school impact fees from the City, that the District, not the City, is in the best position to ensure that its related actions conform to the Authorizing Statutes and all other applicable law. With this in mind, the parties have agreed to indemnify the other as follows:

1. The District shall, at its own cost and expense, protect, defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all costs, claims, judgments or awards of damages, including attorneys' fees and expert witness fees, arising out of or in any way resulting from the acts or omissions of the District, its officers, employees or agents, relating to the District's implementation of the school impact fee program, performance of the duties set forth in Section I of this Agreement, or compliance with the school impact fee ordinance, the Authorizing Statutes or applicable law, all as may be amended from time to time. This indemnification by the District of the City shall include, but is not be limited to:

2. The District's responsibility to refund any fees with interest, which are determined by a court of competent jurisdiction to have been improperly paid, regardless of whether the City erroneously imposed and collected the school impact fee amount;

3. The District's agreement not to impose any liability on the City for the City's failure to collect the proper fee amount or any fee from an applicant conducting a development activity, provided that the City shall make reasonable attempts to collect such fee.

B. The District shall, at its own cost and expense, protect, defend, indemnify and hold harmless the City, its officers, officials, employees and agents, from any and all costs, claims, judgments or awards of damages, including attorneys' fees and expert witness fees, resulting from any challenge to the constitutionality or legality of the school impact fee ordinance or the fee schedule or determination for any individual permit application. Once the District assumes defense of any appeal relating to the school impact fee ordinance, fee schedule or individual determination, the District shall not be responsible to reimburse the City for any of the City's attorneys' fees or litigation costs incurred thereafter.

C. The District further agrees that the District shall, at its own cost and expense, defend, indemnify and hold harmless the City, its officers, officials, employees, and agents from any and all costs, claims, judgments or awards of damages, including attorneys' fees or expert witness fees arising out of or in any way resulting from the District's failure to refund impact fees, or interest on such impact fees, including but not limited to a determination that impact fees from development activity that was not completed are not refundable because the funds were expended or encumbered by the District, whether or not the District's determination was made in good faith; provided, however, that once the District assumes defense of any such claim or action, the District shall not be responsible to reimburse the City for any of the City's attorneys' fees or litigation costs incurred thereafter.

D. The City shall, at its own cost and expense, protect, defend, indemnify and hold harmless the District, its officers, employees, or agents from any and all costs, claims, judgments, awards, attorneys' fees or expert witness fees arising out of or in any way resulting from the acts or omissions of the City, its officers, officials or employees relating to the performance of the City's responsibilities as set forth in Section II of this Agreement. The City's decision to adopt a school impact ordinance using the information provided by the District (initially or annually) shall not be the basis for City liability, and the parties agree that if the City relies upon the information provided by the District (initially or annually) in the adoption of a school impact fee ordinance or any subsequent fee schedule, the City shall not be required to defend any appeal or challenge to the District's information, data, use of school impact fees, calculation of fees or decisions on

reconsideration/appeal. Once the City assumes defense of any claim or action, the City shall not be responsible to reimburse the District for any of the District's attorneys' fees or litigation cost incurred hereunder.

E. The duties of the parties to each other under this Section IV shall not be diminished or extinguished by the prior termination of this Agreement, pursuant to Section V.

V. Effective Date and Termination.

A. The District's authorization to receive impact fees under this Agreement may be terminated without cause by the City, in whole or in part, at any time, but only upon the repeal or invalidation of the school impact fee ordinance (or any fee schedules adopted hereunder). All other obligations under this Agreement shall remain in effect until both of the following conditions have been satisfied:

1. The City or the District provides written notice that this Agreement is being terminated;
2. The District no longer retains unexpended or unencumbered impact fees and interest earned thereon.

The obligations under Section IV, Indemnification, shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.

B. The District shall have the duty to ensure that upon termination of this Agreement, any remaining expended or unencumbered impact fees and interest earned thereon are either properly expended or refunded pursuant to chapter 82.02 RCW.

C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or by law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

VI. Modification.

No changes or modifications to this Agreement shall be valid or binding upon either party unless such changes or modifications are in writing and executed by both parties.

VII. Integration.

This Agreement, together with the school impact fee ordinance and any definitions adopted by the City to implement the ordinance, contains all of the terms and conditions agreed upon by the parties. No other understandings, oral

or otherwise, regarding the subject matter of this Agreement shall be deemed to bind either party.

VIII. Severability.

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

IX. Rights of Other Parties.

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

X. Disputes.

Jurisdiction of any dispute arising under this Agreement shall be in Pierce County Superior Court, or the U.S. District Court, Western District of Washington, and the substantially prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and expert witness fees.

XI. Governing Law and Filing.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The laws of the State of Washington shall govern the validity and performance of this Agreement. This Agreement shall become effective upon occurrence of the following:

A. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto;

B. Execution of the Agreement by the duly authorized representative of each of the parties hereto;

C. The filing of a copy of this Agreement with the following public officials:

1. The City Clerk of the City of Gig Harbor;
2. The Secretary of the Board of Directors of the Peninsula School District;
3. The Pierce County Auditor.

XII. Administration.

A. The City's representative for purposes of administering this Agreement is the City Administrator.

B. The District's representative for purposes of administering this Agreement is the Superintendent.

XIII. Waiver.

Waiver of any default in the performance of this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the year and date set forth below:

The City of Gig Harbor

Peninsula School District #401

By _____
Its Mayor Pro Tem

By Julia S. Johnson
Its School Board President

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris
Carol A. Morris, City Attorney

APPROVED AS TO FORM:



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR
FIRST READING OF AN ORDINANCE
REVISION TO FRONT STREET VACATION - STENBAK
DATE: JULY 12, 2004

INTRODUCTION/BACKGROUND

On June 28, 2004, City Council approved a resolution setting July 12, 2004 as the date to hear public testimony regarding the requested street vacation initiated by Mr. Glen Stenbak. The city received a petition on February 17, 2000 from Mr. Stenbak, to vacate portions of Front Street abutting his property at 8817 Prentice Avenue including parcel numbers 4009700-0020, -0250 and 0260 in accordance with GHMC 12.14.002C. The City Council approved the street vacation on March 12, 2001, Ordinance No. 877.

The Pierce County Office of the Assessor-Treasurer notified the city in a letter dated July 11, 2003, that street vacation Ordinance No. 877 that vacates a portion of Front Street in the Plat of Gig Harbor, did not include the portion abutting 8817 Prentice Avenue, parcel no. 410200-002-1 which lies within a different plat known as Gig Harbor Extension. This portion of the right-of-way will become part of a new ordinance and Ordinance 877 shall not be repealed.

Prior research on this right-of-way found that this portion of Front Street was platted in Pierce County in 1891 and was not opened or improved by 1905; therefore, it automatically was vacated by operation of law in 1896. The city's ability to open this portion of Front Street is barred by lapse of time and the city has no interest in the street. In order to ensure that this additional portion of Front Street is correctly placed on tax rolls and the ownership is formally recorded, the property owner has requested that the City vacate the street to include parcel no. 410200-002-1 under GHMC 12.14.

The right-of-way proposed for vacation along Front Street is surplus to the City's needs, and the City does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

FISCAL CONSIDERATIONS

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

I recommend that the City Council approve the ordinance as presented at the second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING A PORTION OF FRONT STREET, LYING NORTH OF AUSTIN STREET AND WEST OF BURNHAM DRIVE IN GIG HARBOR, WASHINGTON.

WHEREAS, on March 12, 2001, the City adopted Ordinance 877, which vacated a portion of Front Street in the Plat of Gig Harbor, which included Pierce County Assessor's parcel numbers 4009700-0020, 4009700-0250 and 4009700-0260; and

WHEREAS, on July 11, 2003, the City received notification from the Pierce County Office of the Assessor-Treasurer that Ordinance 877 did not include that portion abutting 8817 Prentice Avenue, which is Assessor's parcel 410200-002-1, which lies within the plat known as Gig Harbor Extension, and

WHEREAS, the legal description for Assessor's parcel 410200-002-1 was omitted due to a clerical error, and

WHEREAS, Parcel 410200-002-1 lies within a different plat known as Gig Harbor Extension, and

WHEREAS, the plat of Gig Harbor Extension was recorded in the records of Pierce County in 1891 in Book 6 of Plats at Page 74; and

WHEREAS, Assessor's parcel 410200-002-1, has never been opened or improved as a public street; and

WHEREAS, Assessor's parcel 410200-002-1 was located in Pierce County during the period of five years prior to 1909, and there is no evidence that it was opened or used as a street during such period; and

WHEREAS, the City Council passed Resolution No. 626 initiating the procedure for the vacation of Assessor's parcel 410200-002-1 and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on July 12, 2004, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Front Street right-of-way, which is Pierce County Assessor's Parcel number 410200-002-1, lying North of Austin Street and West of Burnham Drive and legally described in Exhibit A, attached hereto and incorporated herein by this reference, abutting the property owned by Mr. Glen Stenbak located at 8817 Prentice Avenue, Gig Harbor Washington, has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). The parcel vacated is also shown on Exhibit B, which is a portion of the plat known as Gig Harbor Extension.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area. Otherwise, this street

vacation ordinance does not affect any third-party rights, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____, 2004.

CITY OF GIG HARBOR

By: _____
Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney:

By: _____
Carol A. Morris

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

**SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington**

On _____, 2004 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING A PORTION OF FRONT STREET, LYING NORTH OF AUSTIN STREET AND WEST OF BURNHAM DRIVE IN GIG HARBOR, WASHINGTON.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

The full text of this ordinance will be mailed upon request.

APPROVED by the City Council at their regular meeting of _____, 2004

BY: _____

MOLLY M. TOWSLEE, CITY CLERK

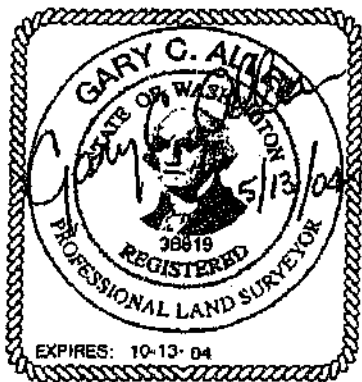
LEGAL DESCRIPTION

PROPERTY THAT WILL ATTACH TO ADJOINER
FOLLOWING VACATION OF PORTION OF FRONT STREET,
GIG HARBOR, WASHINGTON

THE NORTHERLY ONE HALF OF THAT PORTION OF FRONT STREET AS DEPICTED ON THE PLAT OF THE EXTENSION OF THE CITY OF GIG HARBOR ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6 OF PLATS AT PAGE 24, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN THE WESTERLY LINE OF SAID PLAT AND THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 14 OF SAID PLAT.

TOGETHER WITH AND SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD;

ALL SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON.



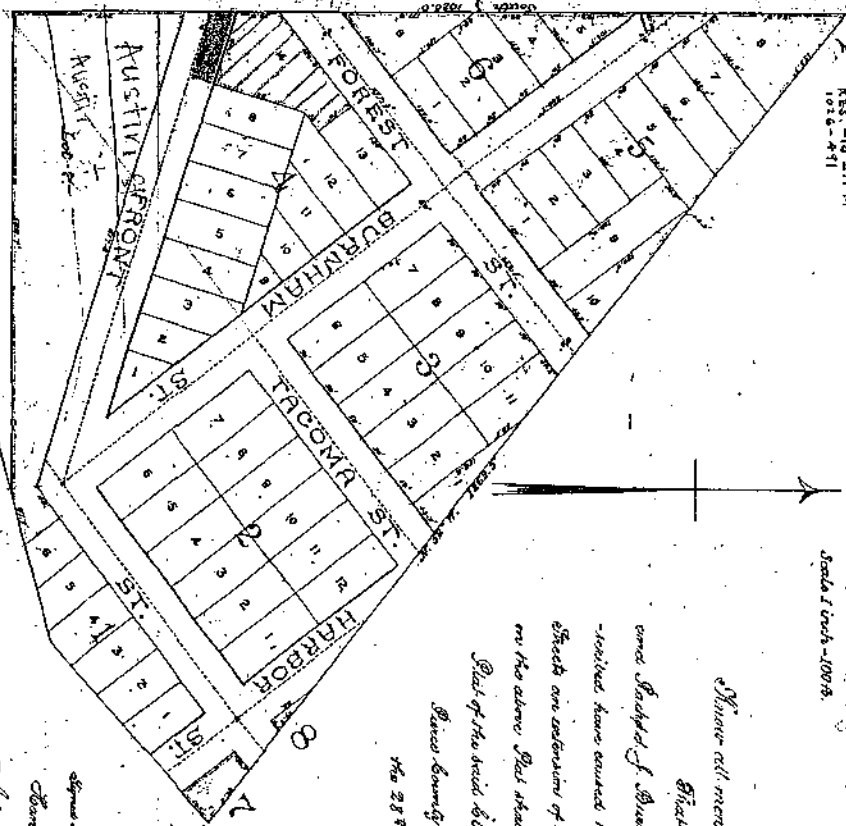
Prepared by **BASELINE** Engineering, Inc.
BASELINE Job No. 00-010
May 13, 2004
Filename: 00010_VAC_revA.doc

GIG HARBOR

EXTENSION OF THE CITY OF PIERCE COUNTY, WASHINGTON.

Scale 1 inch = 100 ft.

UNKNOWN ST. HAS NEVER BEEN OPENED BUT HAS BEEN VACATED BY THE TOWN COUNCIL 1056-4711



= ROW to be vacated
 = Special property

Shore cell, more by their present...

That use the undesignated streets to... some blocks of Burnham for use, corner of the land, below... facilities have caused to be laid out and placed with...

Streets are extension of the City of Gig Harbor, comprising the sections on the above plat shown in red, which is an extension of the original...

Plat of the said City, recorded at our request in the Records of Pierce County, Washington, Plat Book No. 2 Page 16, on the 28th day of April 1888.

That use hereby dedicate as highways in the use of the public forever all the streets shown upon the above Plat...

in witness whereof we have hereunto set our hands and affixed our seals this 20th day of July 1891.

Attest: J. B. Burnham, Mayor of Gig Harbor, Pierce County, Washington.

Signatures in the foregoing: Richard J. Burnham, Mayor of Gig Harbor, Pierce County, Washington.

State of Washington, County of Pierce, ss: I, J. B. Burnham, Mayor of Gig Harbor, do hereby certify that...



"THE MARITIME CITY"

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: JULY 6, 2004
SUBJECT: FIRST READING OF ORDINANCE – PROVIDING FOR THE ISSUANCE AND SALE OF TWO SEPARATE UNLIMITED TAX GENERAL OBLIGATION (UTGO) BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION OF REAL ESTATE AND TO CONSTRUCT A MARITIME PIER

BACKGROUND

This is the first reading of two ordinances.

The first ordinance asks voter approval for \$1 million to finance purchase of the Ancich property; and the second ordinance asks voter approval for \$2.2 million to finance construction of a maritime pier.

FISCAL CONSIDERATIONS

The proposed bonds will each have a 20-year term. The annual debt service is approximately \$81,500 per \$1 million borrowed.

	Additional Annual Property Tax Required For Debt Service	Additional Annual Property Tax Required For Debt Service
Property Value	\$1,000,000 Bond	\$2,200,000 Bond
\$200,000	\$ 17.75	\$ 21.20
\$300,000	26.63	31.81
\$400,000	35.50	42.41
\$500,000	44.38	53.01
\$600,000	53.25	63.61
\$700,000	62.13	74.21
\$800,000	71.00	84.82
\$900,000	79.88	95.42
\$1,000,000	\$ 88.75	\$ 106.02

RECOMMENDATION

Staff recommends adoption of the ordinance after second reading.

CITY OF GIG HARBOR, WASHINGTON

GENERAL OBLIGATION BONDS

ORDINANCE NO. ###

AN ORDINANCE of the City Council of the City of Gig Harbor, Washington, providing for a form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the city at a special election to be held therein on September 14, 2004 for the issuance of its general obligation bonds in the aggregate principal amount of \$1,000,000, or so much thereof as may be issued under the laws governing the indebtedness of cities, for the purpose of providing funds for the acquisition of waterfront open space and land for the City.

ADOPTED: JULY __, 2004

Prepared by:

PRESTON GATES & ELLIS LLP
Seattle, WASHINGTON

ORDINANCE NO. ###

A ORDINANCE of the City Council of the City of Gig Harbor, Washington, providing for a form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the city at a special election to be held therein on September 14, 2004 for the issuance of its general obligation bonds in the aggregate principal amount of \$1,000,000, or so much thereof as may be issued under the laws governing the indebtedness of cities, for the purpose of providing funds for the acquisition of waterfront open space and land for the City.

WHEREAS, the City of Gig Harbor, Washington (the "City") has need to acquire waterfront open space and land (the "Project"); and

WHEREAS, in order to provide all or a part of the funds to enable the City to undertake the Project, it is deemed necessary and advisable that the City issue and sell its unlimited tax general obligation bonds to provide funds for such purposes; and

WHEREAS, the Constitution and laws of the State of Washington provide that the question of whether or not such bonds may be issued and sold for such purposes must be submitted to the qualified electors of the City for their ratification or rejection;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR DOES ORDAIN, as follows:

Section 1. Findings. This City Council (the "Council") hereby finds and declares that the best interest of the residents and property owners of the City requires the City to carry out the plans hereinafter provided at the time or times and in the order deemed most necessary and advisable by the Council.

Section 2. Capital Improvements. The City shall purchase waterfront open space from [property address] to [property address] and acquire the property on Harborview Drive known as the Ancich Property (the "Project").

The cost of all necessary consulting services, inspection and testing, administrative and relocation expenses, on and off-site utilities, related improvements and other costs incurred in connection with the Project shall be deemed a part of the costs of the Project.

If available funds are sufficient from the proceeds of bonds authorized for the above purposes, and state or local circumstances require, the City shall acquire, construct, equip and make other capital improvements, all as the Council may determine.

Section 3. Authorization of Bonds. For the purpose of providing all or a part of the funds necessary to pay the cost of the Project, together with incidental costs and costs related to the sale and issuance of the bonds, the City shall issue and sell its unlimited tax general obligation bonds in the principal amount of not to exceed \$1,000,000. The balance of the cost of the Project shall be paid out of any money which the City now has or may later have on hand which are legally available for such purposes. None of said bond proceeds shall be used for the replacement of equipment or for any other than a capital purpose. Such bonds shall be issued in an amount not exceeding the amount approved by the qualified electors of the City as required by the Constitution and laws of the State of Washington or exceeding the amount permitted by the Constitution and laws of the State of Washington. After voter approval of the bond proposition and in anticipation of the issuance of such bonds, the City may issue short term obligations as authorized and provided by Chapter 39.50 RCW.

Section 4. Details of Bonds. The bonds provided for in Section 3 hereof shall be sold in such amounts and at such time or times as deemed necessary and advisable by this Council and as permitted by law, shall bear interest at a rate or rates not to exceed the maximum rate permitted by law at the time the bonds are sold, and shall mature in such amounts and at such times within a maximum term of twenty (20) years from date of issue, but may mature at an

earlier date or dates, as authorized by this Council and as provided by law. Said bonds shall be general obligations of the City and, unless paid from other sources, both principal thereof and interest thereon (including original issue discount) shall be payable out of annual tax levies to be made upon all the taxable property within the City without limitation as to rate or amount and in excess of any constitutional or statutory tax limitations. The exact date, form, terms and maturities of said bonds shall be as hereafter fixed by ordinance of the Council. After voter approval of the bond proposition and in anticipation of the issuance of such bonds, the City may issue short term obligations as authorized and provided by Chapter 39.50 RCW.

Section 5. Bond Election. It is hereby found and declared that an emergency exists requiring the City to submit to the qualified electors of the City the proposition of whether or not the City shall issue such bonds for the Project, at a special election to be held therein on the 14th day of September, 2004.

The Pierce County Auditor as ex officio supervisor of elections is hereby requested also to find the existence of such emergency and to call and conduct said special election within the City on said date. The Clerk of the City is hereby authorized and directed to certify said proposition to said official in the following form:

PROPOSITION NO. 2

CITY OF GIG HARBOR, WASHINGTON

LAND ACQUISITION GENERAL OBLIGATION BONDS - \$1,000,000

The City Council of the City of Gig Harbor adopted Ordinance No. ### concerning a proposition for bonds. This proposition authorizes the City to acquire waterfront space and land, to issue \$1,000,000 of general obligation bonds maturing within a maximum term of 20 years to finance such acquisitions, and to levy property taxes annually in excess of regular property tax levies to repay such bonds, all as provided in Ordinance No. ###. Should this proposition be:

APPROVED ?

REJECTED ?

Section 6. Effective Date. This ordinance shall be effective from and after its passage and publication as required by law.

APPROVED by the City Council of the City of Gig Harbor, Washington, at a regular meeting thereof held the __ day of July, 2004.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE

I, the undersigned, City Clerk of the City of Gig Harbor, Washington (the "City"), and keeper of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. ### of the Council (herein called the "Ordinance"), duly approved at a regular meeting thereof held on the ___ day of July, 2004.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the adoption of said Ordinance; that all other requirements and proceedings incident to the proper adoption of said Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of July, 2004.

City Clerk

OFFICIAL BALLOT
CITY OF GIG HARBOR, WASHINGTON
September 14, 2004

INSTRUCTIONS TO VOTERS: To vote in favor of the following proposition, place a cross (X) in the square opposite the word "APPROVED"; to vote against the following proposition, place a cross (X) in the square opposite the word "REJECTED."

PROPOSITION NO. 2

CITY OF GIG HARBOR, WASHINGTON

LAND ACQUISITION GENERAL OBLIGATION BONDS - \$1,000,000

The City Council of the City of Gig Harbor adopted Ordinance No. ### concerning a proposition for bonds. This proposition authorizes the City to acquire waterfront space and land, to issue \$1,000,000 of general obligation bonds maturing within a maximum term of 20 years to finance such acquisitions, and to levy property taxes annually in excess of regular property tax levies to repay such bonds, all as provided in Ordinance No. ###. Should this proposition be:

APPROVED ?

REJECTED ?

OFFICE OF THE PIERCE COUNTY AUDITOR

WHEREAS, the undersigned, as the duly elected, qualified and acting Auditor of Pierce County, Washington, has jurisdiction of and is required by law to conduct all special elections for cities within the County; and

WHEREAS, the City of Gig Harbor, Washington, lies entirely within the boundaries of Pierce County; and

WHEREAS, the City Council of said City by ordinance adopted July __, 2004, a certified copy of which has been delivered to the undersigned, has found that an emergency exists requiring the holding of a special election on September 14, 2004; and

WHEREAS, said City by said ordinance has authorized and directed the undersigned to assume jurisdiction of and conduct said special election within Pierce County;

NOW, THEREFORE, it is hereby authorized and ordered as follows:

The undersigned concurs in the finding of an emergency and does hereby assume jurisdiction within Pierce County of the above-mentioned special election of the City of Gig Harbor, Washington, authorized and ordered by ordinance of its City Council adopted July __, 2004, and will conduct said special election to be held September 14, 2004.

DATED at Tacoma, Washington, this ____ day of _____, 2004.

Pierce County Auditor

NOTICE
CITY OF GIG HARBOR, WASHINGTON

September 14, 2004

NOTICE IS HEREBY GIVEN that on September 14, 2004, a special election will be held in the above-named city for the submission to the qualified electors of said city of the following proposition:

PROPOSITION NO. 2

CITY OF GIG HARBOR, WASHINGTON

LAND ACQUISITION GENERAL OBLIGATION BONDS - \$1,000,000

The City Council of the City of Gig Harbor adopted Ordinance No. ### concerning a proposition for bonds. This proposition authorizes the City to acquire waterfront space and land, to issue \$1,000,000 of general obligation bonds maturing within a maximum term of 20 years to finance such acquisitions, and to levy property taxes annually in excess of regular property tax levies to repay such bonds, all as provided in Ordinance No. ###. Should this proposition be:

APPROVED ?

REJECTED ?

Pierce County Auditor

CITY OF GIG HARBOR, WASHINGTON

GENERAL OBLIGATION BONDS

ORDINANCE NO. ###

AN ORDINANCE of the City Council of the City of Gig Harbor, Washington, providing for a form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the city at a special election to be held therein on September 14, 2004 for the issuance of its general obligation bonds in the aggregate principal amount of \$2,200,000, or so much thereof as may be issued under the laws governing the indebtedness of cities, for the purpose of providing funds for the design and construction of a maritime pier for the City.

ADOPTED: JULY __, 2004

Prepared by:

PRESTON GATES & ELLIS LLP
Seattle, WASHINGTON

ORDINANCE NO. ###

A ORDINANCE of the City Council of the City of Gig Harbor, Washington, providing for a form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the city at a special election to be held therein on September 14, 2004 for the issuance of its general obligation bonds in the aggregate principal amount of \$2,200,000, or so much thereof as may be issued under the laws governing the indebtedness of cities, for the purpose of providing funds for the design and construction of a maritime pier for the City.

WHEREAS, the City of Gig Harbor, Washington (the "City") is in need of a new maritime pier; and

WHEREAS, in order to provide all or a part of the funds to enable the City to design and construct such a capital improvement, it is deemed necessary and advisable that the City issue and sell its unlimited tax general obligation bonds to provide funds for such purposes; and

WHEREAS, the Constitution and laws of the State of Washington provide that the question of whether or not such bonds may be issued and sold for such purposes must be submitted to the qualified electors of the City for their ratification or rejection;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR DOES ORDAIN, as follows:

Section 1. Findings. This City Council (the "Council") hereby finds and declares that the best interest of the residents and property owners of the City requires the City to carry out the plans hereinafter provided at the time or times and in the order deemed most necessary and advisable by the Council.

Section 2. Capital Improvements. The City shall complete the construction design and construct a maritime pier for open public access to the water (the "Project").

The cost of all necessary consulting services, inspection and testing, administrative and relocation expenses, on and off-site utilities, related improvements and other costs incurred in connection with the Project shall be deemed a part of the costs of the Project.

If available funds are sufficient from the proceeds of bonds authorized for the above purposes, and state or local circumstances require, the City shall acquire, construct, equip and make other capital improvements, all as the Council may determine.

Section 3. Authorization of Bonds. For the purpose of providing all or a part of the funds necessary to pay the cost of the Project, together with incidental costs and costs related to the sale and issuance of the bonds, the City shall issue and sell its unlimited tax general obligation bonds in the principal amount of not to exceed \$2,200,000. The balance of the cost of the Project shall be paid out of any money which the City now has or may later have on hand which are legally available for such purposes. None of said bond proceeds shall be used for the replacement of equipment or for any other than a capital purpose. Such bonds shall be issued in an amount not exceeding the amount approved by the qualified electors of the City as required by the Constitution and laws of the State of Washington or exceeding the amount permitted by the Constitution and laws of the State of Washington. After voter approval of the bond proposition and in anticipation of the issuance of such bonds, the City may issue short term obligations as authorized and provided by Chapter 39.50 RCW.

Section 4. Details of Bonds. The bonds provided for in Section 3 hereof shall be sold in such amounts and at such time or times as deemed necessary and advisable by this Council and as permitted by law, shall bear interest at a rate or rates not to exceed the maximum rate permitted by law at the time the bonds are sold, and shall mature in such amounts and at such times within a maximum term of twenty (20) years from date of issue, but may mature at an

earlier date or dates, as authorized by this Council and as provided by law. Said bonds shall be general obligations of the City and, unless paid from other sources, both principal thereof and interest thereon (including original issue discount) shall be payable out of annual tax levies to be made upon all the taxable property within the City without limitation as to rate or amount and in excess of any constitutional or statutory tax limitations. The exact date, form, terms and maturities of said bonds shall be as hereafter fixed by ordinance of the Council. After voter approval of the bond proposition and in anticipation of the issuance of such bonds, the City may issue short term obligations as authorized and provided by Chapter 39.50 RCW.

Section 5. Bond Election. It is hereby found and declared that an emergency exists requiring the City to submit to the qualified electors of the City the proposition of whether or not the City shall issue such bonds for the Project, at a special election to be held therein on the 14th day of September, 2004.

The Pierce County Auditor as ex officio supervisor of elections is hereby requested also to find the existence of such emergency and to call and conduct said special election within the City on said date. The Clerk of the City is hereby authorized and directed to certify said proposition to said official in the following form:

PROPOSITION NO. 1

CITY OF GIG HARBOR, WASHINGTON

MARITIME PIER GENERAL OBLIGATION BONDS - \$2,200,000

The City Council of the City of Gig Harbor adopted Ordinance No. ### concerning a proposition for bonds. This proposition authorizes the City to design and construct a maritime pier, to issue \$2,200,000 of general obligation bonds maturing within a maximum term of 20 years to finance such improvements, and to levy property taxes annually in excess of regular property tax levies to repay such bonds, all as provided in Ordinance No. ###. Should this proposition be:

APPROVED ?

REJECTED ?

Section 6. Effective Date. This ordinance shall be effective from and after its passage and publication as required by law.

APPROVED by the City Council of the City of Gig Harbor, Washington, at a regular meeting thereof held the __ day of July, 2004.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE

I, the undersigned, City Clerk of the City of Gig Harbor, Washington (the "City"), and keeper of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. ### of the Council (herein called the "Ordinance"), duly approved at a regular meeting thereof held on the __ day of July, 2004.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the adoption of said Ordinance; that all other requirements and proceedings incident to the proper adoption of said Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of July, 2004.

City Clerk

OFFICIAL BALLOT
CITY OF GIG HARBOR, WASHINGTON
September 14, 2004

INSTRUCTIONS TO VOTERS: To vote in favor of the following proposition, place a cross (X) in the square opposite the word "APPROVED"; to vote against the following proposition, place a cross (X) in the square opposite the word "REJECTED."

PROPOSITION NO. 1

CITY OF GIG HARBOR, WASHINGTON

MARITIME PIER GENERAL OBLIGATION BONDS - \$2,200,000

The City Council of the City of Gig Harbor adopted Ordinance No. ### concerning a proposition for bonds. This proposition authorizes the City to design and construct a maritime pier, to issue \$2,200,000 of general obligation bonds maturing within a maximum term of 20 years to finance such improvements, and to levy property taxes annually in excess of regular property tax levies to repay such bonds, all as provided in Ordinance No. ###. Should this proposition be:

APPROVED ?

REJECTED ?

OFFICE OF THE PIERCE COUNTY AUDITOR

WHEREAS, the undersigned, as the duly elected, qualified and acting Auditor of Pierce County, Washington, has jurisdiction of and is required by law to conduct all special elections for cities within the County; and

WHEREAS, the City of Gig Harbor, Washington, lies entirely within the boundaries of Pierce County; and

WHEREAS, the City Council of said City by ordinance adopted July __, 2004, a certified copy of which has been delivered to the undersigned, has found that an emergency exists requiring the holding of a special election on September 14, 2004; and

WHEREAS, said City by said ordinance has authorized and directed the undersigned to assume jurisdiction of and conduct said special election within Pierce County;

NOW, THEREFORE, it is hereby authorized and ordered as follows:

The undersigned concurs in the finding of an emergency and does hereby assume jurisdiction within Pierce County of the above-mentioned special election of the City of Gig Harbor, Washington, authorized and ordered by ordinance of its City Council adopted July __, 2004, and will conduct said special election to be held September 14, 2004.

DATED at Tacoma, Washington, this ____ day of _____, 2004.

Pierce County Auditor

NOTICE
CITY OF GIG HARBOR, WASHINGTON

September 14, 2004

NOTICE IS HEREBY GIVEN that on September 14, 2004, a special election will be held in the above-named city for the submission to the qualified electors of said city of the following proposition:

PROPOSITION NO. 1

CITY OF GIG HARBOR, WASHINGTON

MARITIME PIER GENERAL OBLIGATION BONDS - \$2,200,000

The City Council of the City of Gig Harbor adopted Ordinance No. ### concerning a proposition for bonds. This proposition authorizes the City to design and construct a maritime pier, to issue \$2,200,000 of general obligation bonds maturing within a maximum term of 20 years to finance such improvements, and to levy property taxes annually in excess of regular property tax levies to repay such bonds, all as provided in Ordinance No. ###. Should this proposition be:

APPROVED ?

REJECTED ?

Pierce County Auditor

ORDINANCE NO. 965 *Urban*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING AN IMMEDIATE EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT OR CERTAIN TYPES OF RE-DEVELOPMENT WITHIN THE HEIGHT RESTRICTION AREA AS SHOWN ON THE OFFICIAL HEIGHT RESTRICTION MAP, UNTIL THE CITY FINISHES THE PROCESS OF CODE REVIEW AND AMENDMENT RELATING TO BUILDING SIZE LIMITATIONS, SUCH MORATORIUM TO BE EFFECTIVE IMMEDIATELY, DEFINING THE APPLICATIONS SUBJECT TO THE MORATORIUM, SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM, ESTABLISHING SIX MONTHS AS THE TENTATIVE EFFECTIVE PERIOD UNTIL THE COUNCIL PUBLIC HEARING ON THE CONTINUED MAINTENANCE OF THE MORATORIUM, AND DECLARING AN EMERGENCY NECESSITATING IMMEDIATE ADOPTION OF A MORATORIUM.

WHEREAS, the City Council of the City of Gig Harbor commissioned a report from an independent consultant on the issue of building size limitations; and

WHEREAS, after the report was issued, the City Council decided to hold public hearings and workshops to obtain testimony and evidence from the public on the issue of building sizes, especially in the height restriction area of the City; and

WHEREAS, while the workshops were underway, the City Council decided that the issue of building size limitations should be addressed while a moratorium is in place, to prevent any property owners from submitting applications for development or re-development under the existing codes; and

WHEREAS, the City Council may adopt an immediate moratorium for a period of up to six months on the acceptance of certain development permit applications as long as the City Council holds a public hearing on the proposed moratorium within sixty days after adoption (RCW 35A.63.220, RCW 36.70A.390); and

WHEREAS, the City desires to impose an immediate six-month moratorium on the acceptance of development applications for any "development activity" or "development permit" as defined in Gig Harbor Municipal Code Section 19.14.010(24) and (26), for any property within the height restriction area of the City, unless the development is actually a remodel of an existing structure and will not increase the size of the existing structure; Now, therefore,

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

Section 1. Definitions. For the purpose of this Ordinance, the following definitions shall apply:

A. **"Exempt Development Permits"** shall include all of the following permit applications for "development" or "development activity" defined in GHMC Section 19.14.010(24) and 19.14.010(26), a copy of which is attached to this Ordinance as Exhibit B, which:

1. are not subject to any other moratorium in the City;
2. were determined complete by City staff and submitted to the City on or before the effective date of this Ordinance;
3. propose development or a development activity on property located outside the City height restriction area (see, Subsection B below); and
4. are project(s) located on publicly owned property and which building(s) do not exceed one thousand (1,000) square feet in size.

"Exempt development permits" shall also include any permits meeting all of the above criteria and which involve interior remodeling of existing structures anywhere in

the City, as long as the remodeling will not increase the size of the existing structure in footprint, height, bulk and scale.

B. **“Non-Exempt Development Permits”** shall include any permits or permit applications for any “development activity” as defined in GHMC Section 19.14.010(24) and 19.14.010(26) proposed to take place on property located within the City’s height restriction area, submitted after the effective date of this Ordinance. Any permits meeting this description that were submitted to the City but not determined complete by City staff on or before the effective date of this Ordinance, are also “non-exempt development permits.” The “height restriction area” is that area shown on the City’s official height restriction area map, as adopted in GHMC Section 17.62.020, a copy of which is attached to this Ordinance as Exhibit A.

Section 2. Purpose. The purpose of this moratorium is to allow the City to continue the process of analyzing the issue of building size limitations without the possibility that developers will flood the City with applications for development under the existing codes. The City Council is currently engaged in a workshop process to determine whether building size limitations should be imposed in Gig Harbor, and if so, on which area(s) of the City. Additional time is needed to fully explore the options available to the City.

Section 3. Moratorium Imposed. The City Council hereby imposes an immediate six-month moratorium on the acceptance of all non-exempt development permit applications for development activities on property located within the height restriction area, as shown in the map attached hereto as Exhibit A. All such non-exempt applications shall be rejected and returned to the applicant. With regard to the City’s

acceptance of any exempt development application, such acceptance shall only allow processing to proceed, but shall not constitute an assurance that the application will be approved.

Section 4. Duration of Moratorium. The moratorium imposed by this Ordinance shall commence on the date of the adoption of this Ordinance. As long as the City holds a public hearing on the moratorium and adopts findings and conclusions in support of the moratorium (as contemplated by Section 5 herein), the moratorium shall not terminate until six (6) months after the date of adoption, or at the time all of the tasks described herein have been accomplished, whichever is sooner. The Council shall make the decision to terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 5. Public Hearing on Moratorium. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within sixty (60) days of its adoption, or before September 10, 2004. The Council shall hold this hearing on August 9, 2004. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium and either justify its continued imposition or cancel the moratorium.

Section 6. 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 7. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon

passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of non-exempt development applications for property, such applications could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of applications to the City in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permits, those with previously obtained approvals for development or redevelopment of the type identified as "exempt" may proceed with processing and development, as the case may be.

Section 8. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 9. Effective Date. This Ordinance shall take effect and be in full force and effect immediately upon passage, as set forth in Section 7, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor,
this 12th day of July, 2004.

CITY OF GIG HARBOR

Mayor Pro Tem, Jim Franich

ATTEST/AUTHENTICATED:

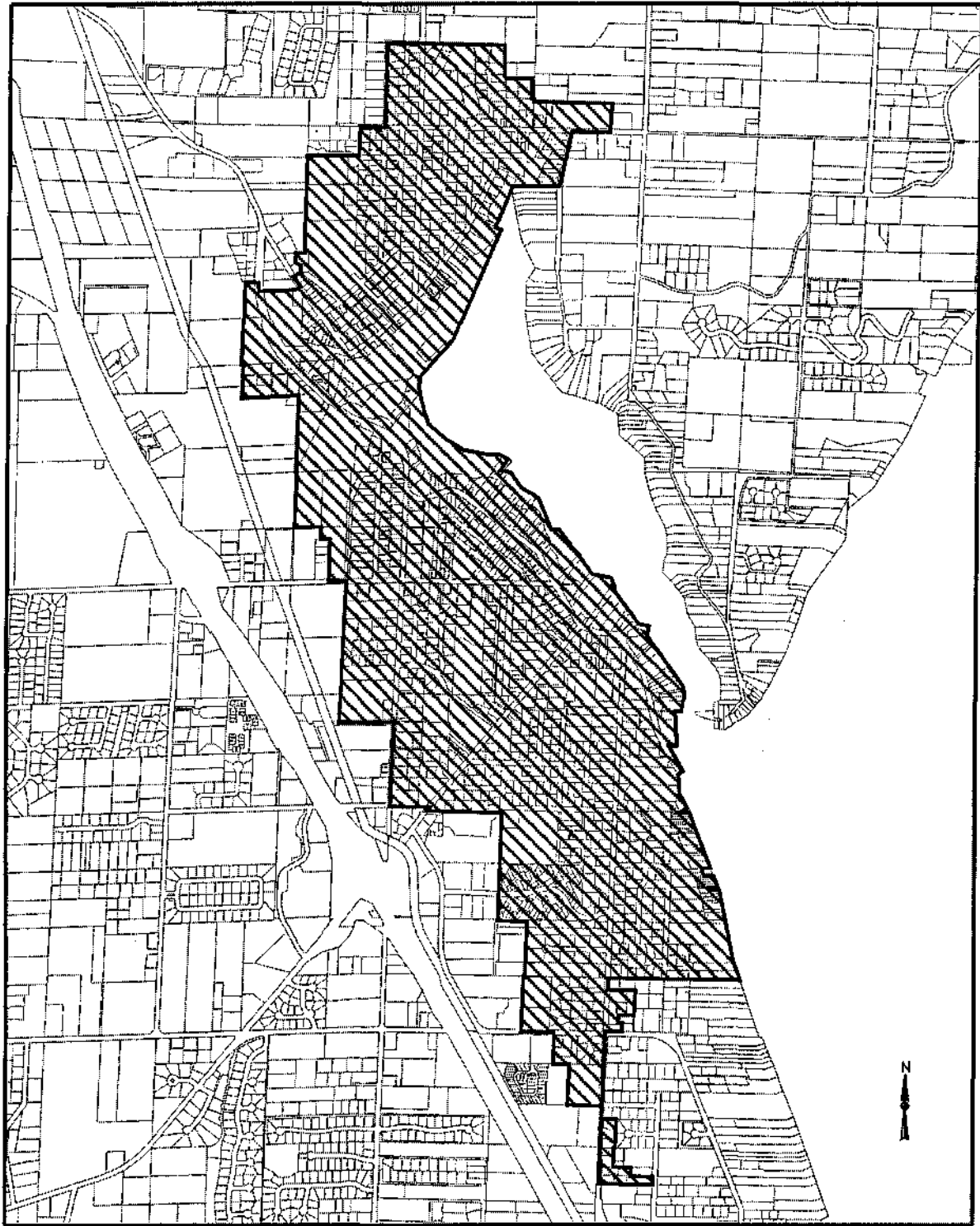
Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

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

Exhibit "A"



Height Restriction Area

Exhibit "B"

Gig Harbor Municipal Code

Chapter 19.14

CONCURRENCY AND IMPACT FEE PROGRAM DEFINITIONS

19.14.010 Definitions.

24. "Development activity" or "development" means any construction or expansion of a building, structure, or use; any change in the use of a building or structure; or any changes in the use of the land that creates additional demand for public facilities (such as a change which results in an increase in the number of vehicle trips to and from the property, building or structure) and requires a development permit from the city.

26. "Development permit" or "project permit" means any land use permit required by the city for a project action, including but not limited to building permits, subdivisions, short plats, binding site plans, planned unit developments, conditional uses, shoreline substantial developments, site plan reviews, or site specific rezones, and, for purposes of the city's concurrency ordinance, shall include applications for amendments to the city's comprehensive plan which request an increase in the extent or density of development on the subject property.

**SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington**

On July 12, 2004 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. , the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING AN IMMEDIATE EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT OR CERTAIN TYPES OF RE-DEVELOPMENT WITHIN THE HEIGHT RESTRICTION AREA AS SHOWN ON THE OFFICIAL HEIGHT RESTRICTION MAP, UNTIL THE CITY FINISHES THE PROCESS OF CODE REVIEW AND AMENDMENT RELATING TO BUILDING SIZE LIMITATIONS, SUCH MORATORIUM TO BE EFFECTIVE IMMEDIATELY, DEFINING THE APPLICATIONS SUBJECT TO THE MORATORIUM, SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM, ESTABLISHING SIX MONTHS AS THE TENTATIVE EFFECTIVE PERIOD UNTIL THE COUNCIL PUBLIC HEARING ON THE CONTINUED MAINTENANCE OF THE MORATORIUM, AND DECLARING AN EMERGENCY NECESSITATING IMMEDIATE ADOPTION OF A MORATORIUM.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

The full text of this ordinance will be mailed upon request.

APPROVED by the City Council at their regular meeting of July 12, 2004.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



"THE MARITIME CITY"

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

DATE: July 12, 2004
TO: Mayor Wilbert and the City Council
FROM: Chief of Police Mike Davis *MD*
SUBJECT: Gig Harbor Police Department Activity Report for the Month of June 2004

DEPARTMENT ACTIVITIES:

Activity statistics for the month of June 2004 indicate continued increases in felony arrests and traffic accidents. We are also seeing a continued rise in the number of warrant arrests by our officers.

The Marine Services Unit (MSU) had over 46 hours of enforcement time for the month of June. They were instrumental in catching suspects in a boat theft rig that PCSO was working on this last month. The Bike Patrol Unit logged 7 hours of patrol duty. This unit will increase activity now that we have entered the summer season.

The Reserve Division supplied over 150 hours of volunteer time assisting our officers for the month of June. One long time reserve, Carson Abell has submitted a request for a one year leave of absence, so we will be down to four active reserves. I have authorized the recruitment and background investigation on a lateral reserve from Mukilteo. We plan on bringing on additional reserves after the first of the year.

I have been conducting private interviews with staff. These meetings have been averaging about two hours in length and have provided a tremendous amount of information and insight on the challenges and priorities that staff within the department feel we need to address. It also gives them an opportunity to learn about my leadership style and expectations.

I have provided each of you a copy of the survey that I used to guide these meetings. Councilman Dick has completed the survey he received at a recent Chamber meeting. Please take the time to complete the survey and send it back to me. The surveys have been providing a tremendous amount of insight. After I complete the internal interviews, I would like to meet with each of you to share ideas on the future of our police department.

We initiated a lateral employment recruitment in anticipation of the retirement of Officer Mark Galligan in August.

We have received over 110 applications for the Community Services Officer position due to close on July 15th.

TRAVEL/TRAINING:

Officer Dahm cross-trained with the West Sound Narcotics Enforcement Team (WestNET) for three weeks in June. This is an organized effort to bring drug enforcement and investigative awareness and expertise into our department. Additional officers will be provided the opportunity to train with the task force in the future as time permits.

All employees attended the recent sexual harassment training on June 22, 2004. In addition, Officer Welch attended SWAT training in Minnesota. (we paid the tuition and Officer Welch paid for his travel, per diem and lodging) Officer Cabacungan attended Field Sobriety Training from June 17th thru the 19th. Detective Entze and Officer Douglas attended an Economic Crime Summit in Portland for two days.

Both of our recent lateral hires (Allen and Cabacungan) have completed their Field Training Programs and are working solo.

SPECIAL PROJECTS:

Last week I met with Lynn Drake who is a Program Director for the Washington Traffic Safety Commission. I want to develop a comprehensive traffic safety program and Lynn has offered \$10,000 in grant money to get started. I envision an education component using the "Drive Friendly" theme and the possibility of leasing a motorcycle for traffic enforcement. Harley Davidson has a police motorcycle lease program that charges only \$50.00 a month for a new Harley. Lynn has offered assistance in the outfitting of the bike and officer if we delegate a portion of our enforcement efforts at school speed zones. I am also looking at ways to purchase a portable radar trailer that we can set up in high risk/ complaint areas. We will have a comprehensive program outline soon for your review. Drake also offered to fund the replacement of outdated pedestrian crosswalk and school speed zone signs with the new reflective models. As soon as an inventory is completed we will order the new signs. John Vodopich's crew will then complete the installation.

I am assisting in facilitating the development of a contract with the Kitsap County Jail to use their correctional facilities for misdemeanor arrests. Convenience and costs are the two driving forces with this potential agreement.

We recently met with school officials and presented an outline of an outreach program with city schools. I have provided a rough outline on the project for your review. A pilot program is being considered for the fall.

PUBLIC CONCERNS:

We continue to get complaints on speeders, especially on the main roads leading into the city. When staffing allows, we have assigned officers to work the specific areas. A portable radar trailer would be an effective tool to use in many of these situations.

Received a complaint about over due boats (violations of the 48-hr moorage ordinance) at the city dock. The individual was also concerned that the signage dealing with the 48-hour restriction was not prominent enough and that the life preserver signage was inadequate. Sgt. McDougal checked the signage and found it to be prominent and readable. We are reviewing several possible options in dealing with the overdue boats. Seems the ordinance may need clarification. We are exploring the possibility of bringing on a citizen volunteer group that could monitor the dock and be used for other duties such as vacation checks. This will be a great project for the new Community Services Officer.

FIELD CONTACTS:

I have been attending the Chamber Public Forum meetings on Thursday mornings. I was a presenter on June 17th. The meetings are a very effective way to stay up on current events within our community.

I'm currently being proposed as a member of the Gig Harbor Rotary.

I'm also considering getting involved in the redesign of the Juvenile Justice Program by serving on a related committee. A former associate of mine named Ron Hanna is the consultant conducting the review.

I attended a meeting of the Franciscan Hospital system. Subsequently, an appeal was not submitted so a new hospital named St. Anthony's will become a reality. I plan on serving as an advisor on the project assisting with emergency facility design and traffic issues.

I met with Pierce County Sergeant Ross Heberholz and discussed ways our agencies can continue to share resources. I plan on meeting with WSP Chief Lowell Porter on July 14th to discuss expanding our alliances with the Washington State Patrol.

This week I will be meeting with Pierce County Sheriff Paul Pastor and Bonney Lake Chief Bryan Jeter in an effort to forge partnerships aimed at sharing resources.

On June 22, 2004 I attended a cooperative cities meeting at Bonney Lake. We are currently working with Carol Morris on developing an interlocal agreement for special services.

OTHER COMMENTS:

I am continually impressed with the caliber of staff in city government and the support of community members.

Police-School Liaison Project

The goal of this program is to encourage rapport and communication between city schools and our department. Students will develop a positive attitude toward their community and the law through constructive, non-confrontational contact with police. Nurturing relationships with students, staff and parents will enhance information sharing and support our image as a service-oriented agency.

Role of Liaison Officer

- Interact with and be a resource for the school district staff and students.
- Interact with and be a resource for parents of students.
- Develop close police-student relationships.
- Attend meetings and be a resource for the PTA and other parent groups.
- Address students in classrooms, assemblies, and special interest clubs on subjects, directly and indirectly, related to law enforcement.
- Make him/herself available to discuss personal problems with students and parents.
- Develop a rapport and camaraderie with staff, students, and parents.
- Work with school officials and parent groups to safeguard the safety of students and staff on and around school campuses.

Work to Do

- Meet with district administrators
- Present to school administration and PTA's
- Identify other department members interested in project, if any.
- Identify the incoming CSO's level of participation
- Clarify what the school liaison officer is not; i.e., school disciplinarians, hall monitors, or security officers.

Suggested Training Topics

Kindergarten-Grade Three

- Pedestrian/Car Safety
- Bicycle Safety/Security
- Personal Safety Awareness

Grades 4-6

- Vandalism
- Bicycle Safety
- The Law and Drugs
- Runaways
- Personal Safety
- Gun Safety
- Home Alone Safety
- Bullying

Grades 6-12

- Intro to Law Enforcement
- Runaways
- The Law and Drugs
- Personal Safety for Teens
- Shoplifting
- Vandalism
- Leadership Skills
- Peer Mediation
- Conflict Resolution
- Bullying
- Anger management

Grades 10-12

- Traffic Laws/Safety
- The Law
 - Ages of Responsibility
 - Rights and the role of the police

**Gig Harbor Staff Survey
FEEDBACK FOR THE CHIEF OF POLICE**

Name: _____ (optional)

What do you believe are the three greatest strengths of the Gig Harbor Police Department?

- 1.
- 2.
- 3.

What do you believe are the three greatest challenges facing the Gig Harbor Police Department?

- 1.
- 2.
- 3.

Who is one police department staff member whose opinion you respect and to whom you'd turn to for advice and help in dealing with a problem?

Who is one community member whose opinion you respect?

What are your expectations for Mike Davis, the new Chief of Police?

What is the one thing you hope the new Chief will do?

What is the one thing you hope the new Chief of Police will leave alone or not do?

If you were to move away from Gig Harbor and return five years from now, what is one change in the police department you hope you'd see? If you continue to work at the Gig Harbor Police Department, where do you see yourself in 5 years?



"THE MARITIME CITY"

POLICE DEPARTMENT

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

June 2004

	<u>JUNE</u> <u>2004</u>	<u>YTD</u> <u>2004</u>	<u>YTD</u> <u>2003</u>	<u>% chg</u>
CALLS FOR SERVICE	472	2653	2924	-09%
CRIMINAL TRAFFIC	2	52	58	-10%
TRAFFIC INFRACTIONS	72	547	477	15%
DUI ARRESTS	2	23	25	-08%
FELONY ARRESTS	10	85	35	143%
MISDEMEANOR ARRESTS	12	144	128	13%
WARRANT ARRESTS	6	48	37	30%
CASE REPORTS	84	651	655	-1%
REPORTABLE VEHICLE ACCIDENTS	18	121	89	36%
SECONDARY OFFICER ASSIST	60	324	409	-21%

**Gig Harbor Police Department
Monthly Activity Stats 2004**

Category	Jan-04				February 2004				March 2004				April 2004				May 2004				June 2004			
	Jan 2004	YTD 2004	YTD 2003	% Change	Feb 2004	YTD 2004	YTD 2003	% Change	Mar 2004	YTD 2004	YTD 2003	% Change	Apr 2004	YTD 2004	YTD 2003	% Change	May 2004	YTD 2004	YTD 2003	% Change	Jun 2004	YTD 2004	YTD 2003	% Change
Calls for Service	401	401	458	-12%	419	820	892	-8%	428	1,248	1,404	-11%	431	1,679	1,838	-9%	502	2,181	2,346	-7%	472	2,653	2,924	-9%
Criminal Traffic	7	7	5	40%	10	17	20	-15%	9	26	29	-10%	9	35	39	-10%	15	50	48	4%	2	52	58	-10%
Traffic Infractions	63	63	55	15%	76	139	129	8%	76	215	209	3%	63	278	283	-2%	197	475	391	21%	72	547	477	15%
DUI Arrests	4	4	5	-20%	5	9	7	29%	4	13	12	8%	5	18	16	13%	3	21	22	-5%	2	23	25	-8%
Felony Arrests	22	22	7	214%	12	34	13	162%	19	53	16	231%	7	60	20	200%	15	75	27	178%	10	85	35	143%
Misdemeanor Arrests	34	34	18	89%	24	58	33	76%	23	81	51	59%	23	104	71	46%	28	132	108	22%	12	144	128	13%
Warrant Arrests	2	2	5	-60%	6	8	7	14%	7	15	10	50%	14	29	16	81%	13	42	24	75%	6	48	37	30%
Case Reports	116	116	97	20%	128	244	210	16%	126	370	312	19%	91	461	397	16%	106	567	523	8%	84	651	655	-1%
Reportable Vehicle Accidents	20	20	16	25%	24	44	27	63%	24	68	40	70%	23	91	56	63%	12	103	74	39%	18	121	89	36%
Second Officer Assist	44	44	64	-31%	51	95	135	-30%	48	143	210	-32%	45	188	259	-27%	76	264	326	-19%	60	324	409	-21%

Category	July 2004				August 2004				September 2004				October 2004				November 2004				December 2004			
	Jul 2004	YTD 2004	YTD 2003	% Change	Aug 2004	YTD 2004	YTD 2003	% Change	Sep 2004	YTD 2004	YTD 2003	% Change	Oct 2004	YTD 2004	YTD 2003	% Change	Nov 2004	YTD 2004	YTD 2003	% Change	Dec 2004	YTD 2004	YTD 2003	% Change
Calls for Service	2,653	3,427	-23%	2,653	3,965	-33%	2,653	4,450	-40%	2,653	4,922	-46%	2,653	5,311	-50%	2,653	5,728	-54%	2,653	5,728	-54%	2,653	5,728	-54%
Criminal Traffic	52	68	-24%	52	79	-34%	52	84	-38%	52	88	-41%	52	105	-100%	0	105	-100%	0	105	-100%	0	119	-100%
Traffic Infractions	547	552	-1%	547	635	-14%	547	698	-22%	547	753	-27%	547	848	-100%	0	848	-100%	0	848	-100%	0	901	-100%
DUI Arrests	23	30	-23%	23	38	-39%	23	39	-41%	23	40	-43%	23	50	-100%	0	50	-100%	0	50	-100%	0	58	-100%
Felony Arrests	85	40	113%	85	48	85%	85	54	57%	85	61	39%	85	63	-100%	0	63	-100%	0	63	-100%	0	76	-100%
Misdemeanor Arrests	144	153	-6%	144	166	-13%	144	194	-26%	144	215	-33%	144	238	-100%	0	238	-100%	0	238	-100%	0	251	-100%
Warrant Arrests	48	40	20%	48	48	0%	48	54	-11%	48	62	-23%	48	71	-100%	0	71	-100%	0	71	-100%	0	78	-100%
Case Reports	651	770	-15%	651	896	-27%	651	1,023	-36%	651	1,125	-42%	651	1,214	-100%	0	1,214	-100%	0	1,214	-100%	0	1,315	-100%
Reportable Vehicle Accidents	121	101	20%	121	112	8%	121	132	-8%	121	156	-22%	121	177	-100%	0	177	-100%	0	177	-100%	0	199	-100%
Second Officer Assist	324	468	-31%	324	575	-44%	324	621	-48%	324	638	-49%	324	720	-100%	0	720	-100%	0	720	-100%	0	760	-100%

Year to Date Stats

June 2004 - Call Types by Officer

Category	H-3	H-4	H-7	H-8	H-9	H-10	H-11	H-12	H-13	H-14	H-15	H-16	Reserves	Totals
Dispatched Calls	55	41	77	0	27	0	72	19	39	70	48	12	12	472
F.I.R.'S	2	0	0	0	0	0	0	0	0	1	0	0	0	3
General Reports	4	7	19	2	7	0	5	2	3	17	10	5	3	84
Supplemental Report	1	0	1	46	1	12	2	0	0	3	0	0	0	66
Traffic Reports	0	1	13	0	1	0	0	0	1	1	1	0	0	18
Criminal Traffic	0	0	0	0	0	0	0	0	0	2	0	0	0	2
N.O.I. Traffic	2	4	10	4	5	1	5	11	3	13	7	4	3	72
Verbal Warnings	13	0	0	5	17	0	12	11	2	27	7	5	16	115
Parking Violations	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DUI Arrests	0	0	0	0	0	0	1	0	1	0	0	0	0	2
Felony Arrests	2	0	0	1	1	2	1	2	0	0	1	0	0	10
Misdemeanor Arrests	2	0	1	1	0	0	2	0	2	4	0	0	0	12
Warrant/Other Arrest	2	1	0	1	1	0	0	0	0	0	0	1	0	6
Criminal Citations	1	0	2	0	0	0	0	0	2	0	0	0	0	5
Assists	6	6	0	2	2	0	8	2	9	11	10	3	1	60

MEMORANDUM

DATE: July 6, 2004

TO: Chief Davis H-1
Sgt Emmett H-3

FROM: Sgt M. Dougil H-4

SUBJECT: MSU STATS: June 2004

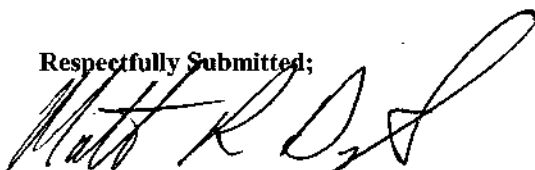
During the month of June 2004, the GHPD MSU accounted for the following activity:

Patrol Hours:	46.5
Admin Hours:	2.0
Maint. Hours:	.5
Training Hours:	0

TOTAL HOURS: 49.0

Dispatched Calls:	2
Boating Citations:	0
Marine Inspections:	12
Search & Rescue:	0
Boater Assists:	3
Boating Complaints:	2

Respectfully Submitted;



Matthew R. Dougil H-4

Memo



To: Mike Davis, Chief of Police
From: Officer Dan Welch
Date: 7/5/2004
Re: Reserve time sheets

The Reserves volunteered a total of 150.75 hours for the month of June. The breakdown is as follows:

Officer Abell	25 hours
Officer Menday	38 hours
Officer Langhelm	31.75hours
Officer Myers	30 hours
Officer Goller	26 hours

Officer Goller and Officer Myers volunteered as role-players at the Reserve Academy in Fife. Attached is Officer Abell's request to be placed on a leave of absence effective June 3, 2004.

Reserves had the following stats:

Dispatched calls	12
Reports	02
NOI	03
VW	16
Misd Arrests	00
Warrant Arrests	00
Criminal Cites	00
Assists	01

Time sheets are attached are turned in to the Lt.

DOR's are as per the individual Officer's FTO.


Dan Welch
Reserve Advisor

July 7, 2004

Gig Harbor City Council
Gig Harbor, WA.


Subject: School Impact Fees

Dear Council Members:

I am unable to attend the July 12, 2002 meeting to give public testimony regarding this subject so I am writing this letter to give my view.

I strongly urge the Gig Harbor City Council to adopt school impact fees comparable to those that other fast growing communities have. I feel that \$3,000 - \$4,000 per building site or home would be a fair fee.

Thank you.


Beth Pedersen
5107 47th Ave. NW
Gig Harbor, WA 98335
253-851-8217

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
Thursday, May 6, 2004
Gig Harbor Civic Center**

PRESENT: Commissioners Kathy Franklin, Carol Johnson, Theresa Malich, Bruce Gair, Scott Wagner and Chairman Paul Kadzik. Commissioner Dick Allen was absent. Staff present: Steve Osguthorpe and Diane Gagnon.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of April 1, 2004
Franklin/Johnson – unanimously approved.

NEW BUSINESS

WORK-STUDY SESSION

Dale Pinney, Proposed text amendments reducing setback requirements in the PCD-BP (ZONE 04-03)

Planning Manager Steve Osguthorpe briefly outlined the staff report and stated that the setbacks, when applied to a smaller lot, seem restrictive. They are, however, more reasonable for the remainder of the property in the PCD-BP.

Dale Pinney then distributed maps of all the sites affected by his proposal with the setback areas highlighted in blue.

The Planning Commission invited the applicant, Mr. Dale Pinney to address the commission regarding his proposal.

Dale Pinney, 1359 N 205th, Shoreline WA - Mr. Pinney stated that his biggest concern with his parcel was road access to the residential development on lot 4 and how that would impact the setbacks. Other buildings in the area (i.e., Washington Mutual, etc.) are on 1-2 acre lots. This parcel should support more than one building. Mr. Pinney questioned why such a burden was being placed on the PCD-BP area with setbacks so much larger than in the rest of the city with really no benefit.

Planning Manager Steve Osguthorpe stated that if Mr. Pinney felt that his parcel was different than other lots and more encumbered he should consider applying for a variance. Mr. Pinney acknowledged that that may be necessary.

Mr. Pinney went on to state that the setbacks they are asking for are comparable to other business park zones. He said that the price of this property dictates higher end uses rather than industrial and asked what we are buffering from if surrounded by commercial.

Commissioner Johnson suggested that perhaps the text could specify different setbacks for smaller lots and additionally stated that the buffer has a higher function to provide ambience and green space.

Planning Manager Steve Osguthorpe replied that it would be highly unusual to base setbacks on lot size as no matter what the size of lot you would still want residential buffered from a commercial use.

Chairman Paul Kadzik commented that when this area was annexed it was all forested and that it was the intent to maintain some of the green space.

Commissioner Scott Wagner asked why there are different setbacks for parking lots versus buildings.

Mr. Osguthorpe read from the intent section of the PCD-BP Chapter 17.54 and stated that the increased setbacks were to protect surrounding residential uses from industrial uses, however, it was adopted prior to the design manual.

Mr. Pinney added that the design manual dictates all these issues such as location of buildings, landscaping and setbacks. He pointed out that the setback behind Target and Albertsons is only 30' and that he felt that the city had all the tools in place in the design manual to accomplish the goals of the PCD-BP.

Discussion followed on the possibility of getting a variance for Mr. Pinney's site. Mr. Osguthorpe read the variance criteria and Mr. Pinney expressed his doubt that he could meet the "reasonable use of the land" criteria.

Planning Manager Osguthorpe suggested to the Planning Commission that they go back to the intent of the zone and use that as a guide and decide what they want to encourage in this zone.

Commissioner Johnson then asked if other cities have attached setbacks to use. Mr. Osguthorpe answered that he believed that reasonably you could assume that.

Mr. Pinney asked why heavy industrial uses were even allowed in the PCD-BP zone.

Commissioner Wagner added that he agreed that larger warehouse uses won't go into Gig Harbor North because they don't pencil financially. Mr. Wagner further stated that he felt a 30' buffer between residential and commercial is more reasonable and supported the idea to make it use specific.

Commissioner Malich pointed out that one of the sites that this amendment would affect borders on residential low which is what we really want to protect.

Commissioner Gair stated that the difference between 30' and 40' is hard to tell and cautioned the Planning Commission to not depend on the design manual as it has a lot of flexibility.

Discussion followed on the road placement and the applicant's concern that if they put in a private road and develop the site as a PRD (which requires 30% open space) the road placement would obliterate the lot.

Mr. Pinney stated that he felt that he could solve the road issue and asked which uses the Planning Commission would consider for reduced setbacks.

Mr. Osguthorpe read the allowed uses in the PCD-BP zone and then the Planning Commission went through the list one at a time and came to an agreement on those that they would consider for a reduced setback.

- A. Research and development facilities – Not reduce
- B. Light assembly and warehousing – Not reduce
- C. Light manufacturing – Not reduce
- D. Service and retail uses which support and are ancillary to the primary uses allowed in the business park district – Reduce
- E. Professional offices and corporate headquarters – Reduce
- F. Distribution facilities – Not reduce
- G. Vocational, trade and business schools – Not reduce
- H. Book and magazine publishing and printing – Not reduce
- I. Financial and investment institutions – Reduce
- J. Commercial Photography, cinematography and video productions facilities – Reduce
- K. Reprographic, computer, courier services, mail and packaging facilities – Not reduce
- L. Trails, open space, community centers – Not reduce
- M. Schools, public and private – Not reduce
- N. Public facilities – Not reduce
- O. Adult family homes and family day care – Reduce

As a conditional use:

- A. Hospitals – Not reduce

Planning Manager Steve Osguthorpe asked what the Planning Commission was proposing for the reduction and pointed out the Design Review Board is recommending a proposed definition of a dense vegetative buffer which may work in this instance also and provide continuity between the regulations.

Discussion followed on the buffers for parking lots.

Chairman Kadzik suggested a 75' setback for those uses allowing the reduction along with 30' of that being retained landscaping.

Mr. Pinney stated that he felt that 40' was a reasonable compromise and would bring back a proposal maintaining the current parking lot setback and allowing a reduced setback of 40' for those uses listed.

It was decided that this item would be brought back for a public hearing on June 3rd, 2004.

NEXT REGULAR MEETING:

May 20, 2004
June 3, 2004

Meeting Cancelled
Public Hearing

ADJOURN:

MOTION: Move to adjourn at 8:00 p.m.
Johnson/Malich – unanimously approved

CD recorder utilized:
Disc #1 Track 1

**City of Gig Harbor Planning Commission
Minutes of Public Hearing
Thursday, July 1, 2004
Gig Harbor Civic Center**

PRESENT: Commissioners Carol Johnson, Kathy Franklin, Bruce Gair, Dick Allen, Chairman Paul Kadzik. Staff present: Steve Osguthorpe .

CALL TO ORDER: 7:00 p.m.

APPROVAL OF MINUTES:

Deferred until the next meeting as not everyone had a copy.

The Chairman opened the public hearing at 7:02.

PUBLIC HEARING

Dale Pinney, Proposed text amendments reducing setbacks requirements in the PCD-BP (ZONE 04-03) –

Planning Manager Steve Osguthorpe gave a staff report giving the history of the PCD-BP zone and the current proposal. He stated that in 1997 Gig Harbor North Development regulations were adopted. The idea at that time was a planned approach to the entire area coordinate uses amongst uses, carefully mixed and integrated. Large setbacks where intended for where intense uses were abutting residential zones. The current proposal is to create two categories of uses which place more impacting type of uses in one, less in another. The proposal defines different setbacks for each category with more impacting uses having a larger setback. Staff is recommending that the Planning Commission conduct the public hearing and forward a recommendation for approval to the City Council.

Chairman Paul Kadzik opened the Public Hearing

Dale Pinney, First Western Development, 1359 N 205th, Shoreline

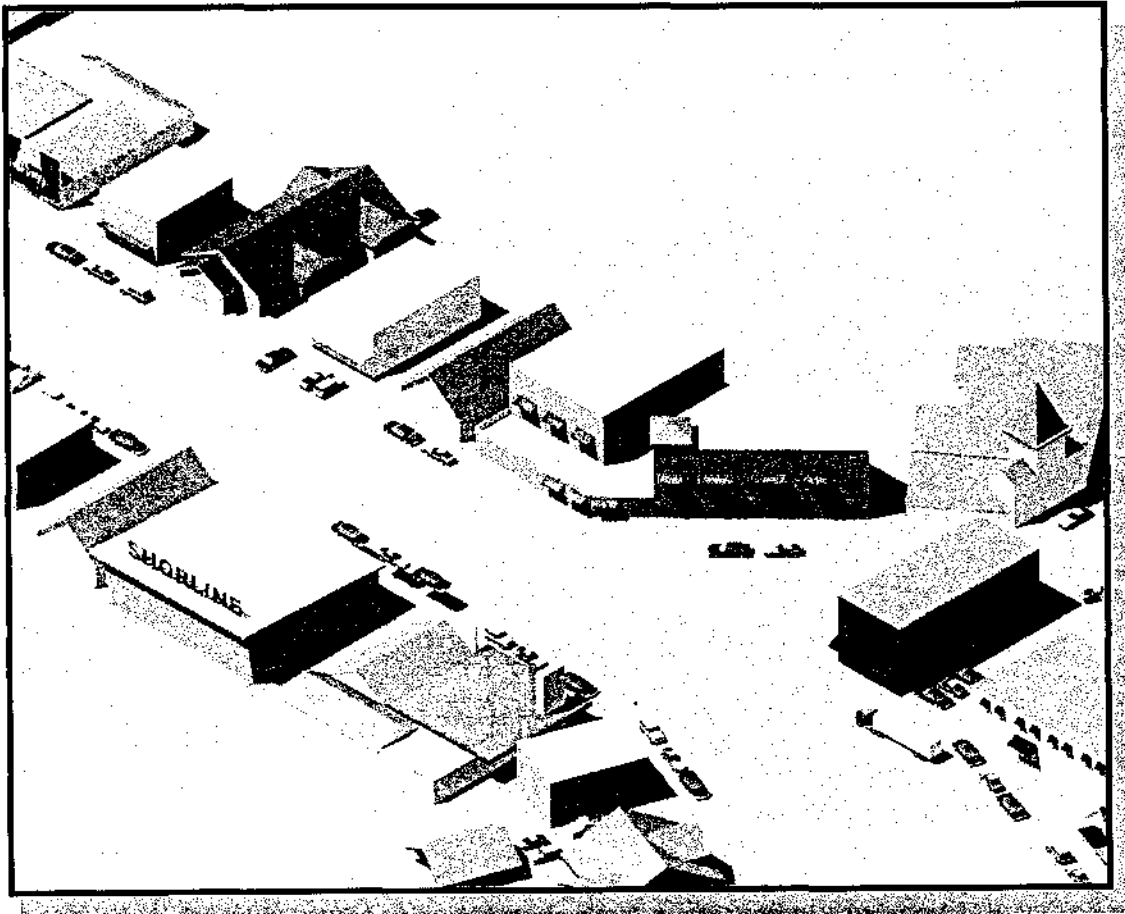
Mr. Pinney stated that he felt that the ordinance as drafted meets with what was discussed in the work session with the Planning Commission and that the proposed setbacks were more appropriate and accomplished the city's goals.

Commissioner Allen asked staff at what point would each site be classified. Mr. Osguthorpe replied that a site would not be classified, it depends on the use and that the use would be classified more or less at the time of application.

There being no further comment Chairman Kadzik closed the public hearing at 7:07

Motion: Move we recommend adoption of the ordinance as written.
Johnson/Franklin – motion carried unanimously.

Gig Harbor Downtown Building Size Assessment



GIG HARBOR
"THE MARITIME CITY"

Gig Harbor Downtown Building Size Assessment

TABLE OF CONTENTS

Introduction	Page 3
Project Description	Page 4
Proposed Zoning Designations	Page 5
Survey Instructions & 3D Model Information	Page 6
3D Models & Survey Forms	Pages 7-26



Above: Looking west from today's Harbor Inn Restaurant (pg 17).
Left: Looking west from about 200 feet from the intersection of Pioneer and Harborview. The Gilich Building (far right) can be seen on page 14.

This project was prepared by:

Rob White, Senior Planner
City of Gig Harbor
Community Development Department

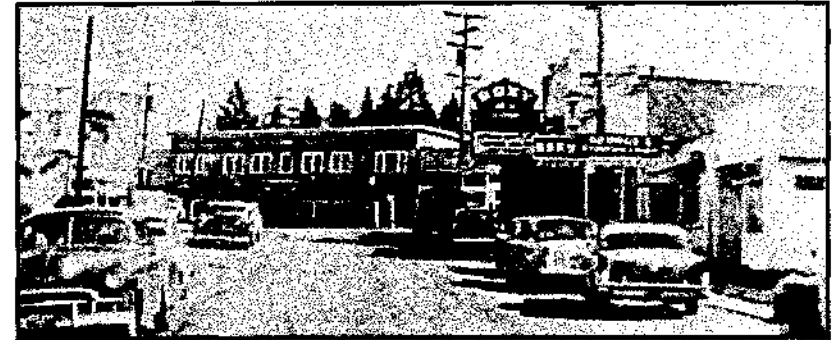
Special Thanks to the Gig Harbor - Peninsula
Historic Society for the use of the historic photos.

Gig Harbor Downtown Building Size Assessment

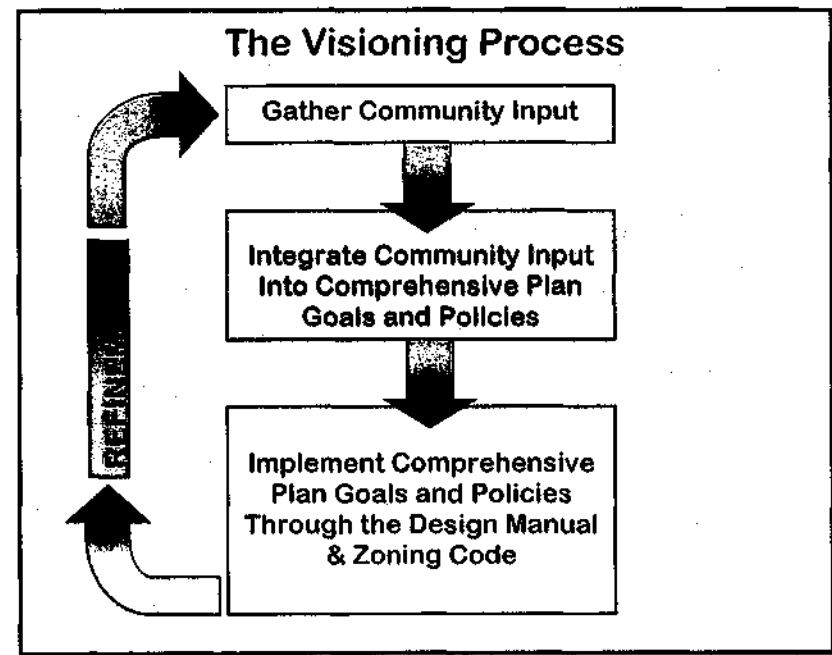
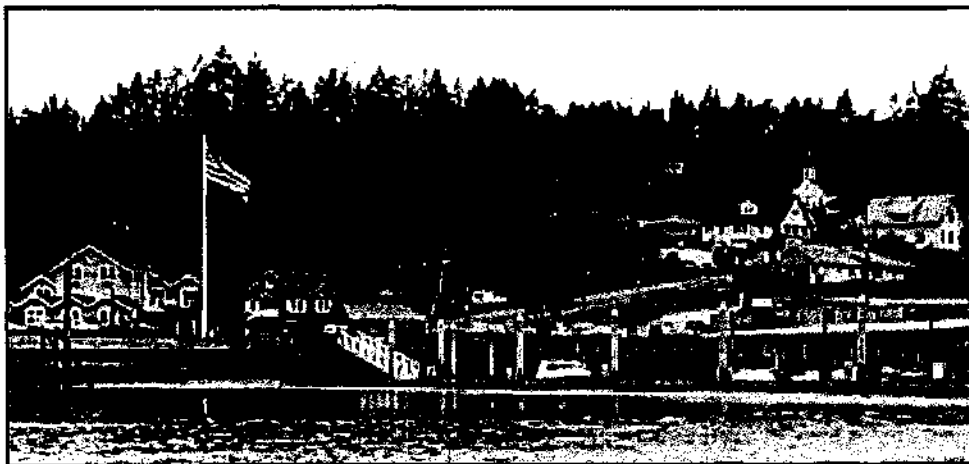
INTRODUCTION

In 1991 and 1992 the Gig Harbor community participated in a series of workshops aimed at defining the character of Gig Harbor. The results of what was titled the "Urban Design Visioning Project" were integrated into the City's Comprehensive Plan, (adopted 1994), and then fully implemented in the Design Manual, (adopted 1996). Since then, a number of sites have been developed under these new codes, both within the downtown, and outlying commercial areas.

Recently, a few of these projects have raised concern over whether or not previously adopted requirements are adequate to protect and enhance the character of Gig Harbor. This building size analysis is one of the tools the City is using to determine if further refinement is necessary.



Above: Looking east toward Pioneer and Harborview.
Left: Jerisich Dock and Rosedale Street from the Harbor.



Gig Harbor Downtown Building Size Assessment

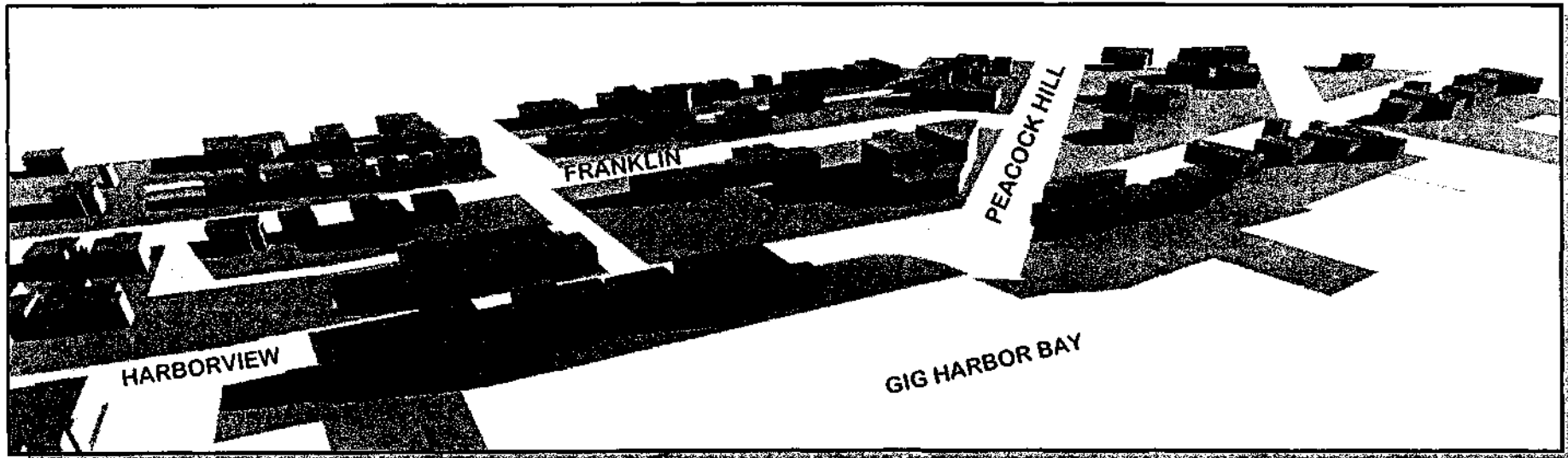
PROJECT DESCRIPTION

On the following pages, participants in the Gig Harbor Downtown Maximum Building Size Analysis will express their opinion about specific buildings that exist in the view basin area. Once the surveys are complete and the data is gathered, buildings receiving a score indicating consensus will be placed into their respective zones, (see page 5), within a 3D model like the sample shown below. Once the 3D model is constructed, any number of virtual “fly over” or “walk-through” simulations may be created and saved to video format.

Through these simulations, we will gain a better understanding of the effects of specific Design Manual and Zoning Code requirements, enabling the refinement process to occur prior to development of new buildings.



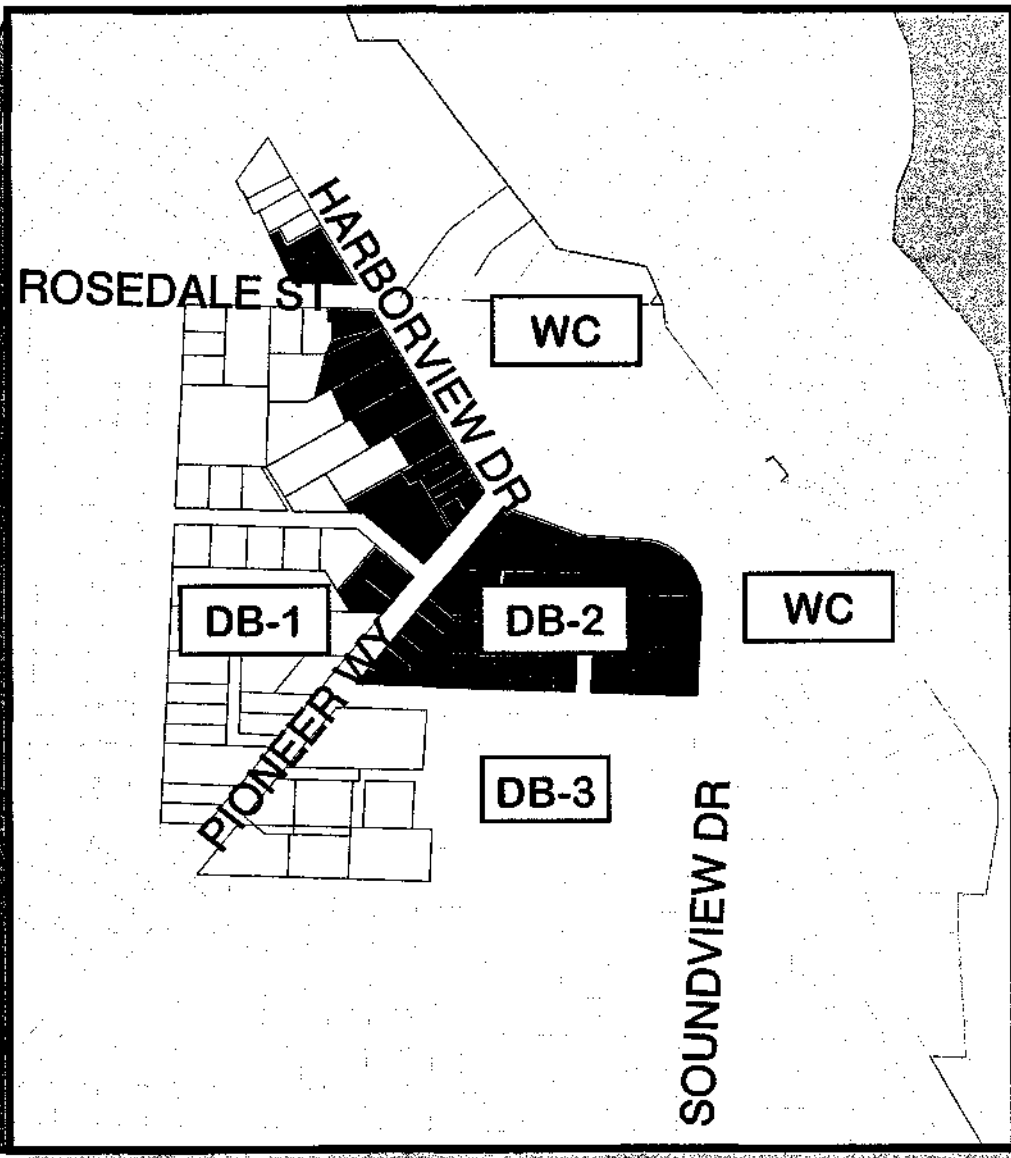
Above: New development at the corner of North Harborview and Peacock Hill is nearing completion.
Below: Sample 3D model of Finholm's Marketplace.



Gig Harbor Downtown Building Size Assessment

PROPOSED ZONING

- DB-1: Transition to residential zones
- DB-2: Downtown Core
- DB-3: Retail Large Enough for Grocery Store
- WC: Downtown core on waterfront side of Harborview Drive



Gig Harbor Downtown Building Size Assessment

Survey Instructions & 3D Model Information

On the following pages you will have the opportunity to compare several buildings located within the Gig Harbor view basin. In order to compare them objectively please review the following information regarding the methods of data collection and model creation.

3D Model

The images used in this section were created by combining the technology of the City's Geographic Information System (GIS) with Computer Aided Design (CAD) software to create accurate and comparable three dimensional models of familiar buildings. All the images have been printed at the same scale, allowing actual comparison of bulk building dimensions by simply flipping pages.


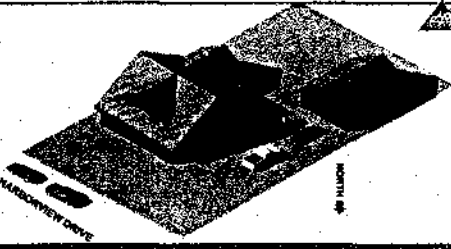
Building Name and Address

Site and Structural Data for Comparing Buildings

Footprint represents the outline of the structure in square feet.
Total includes the footprint plus any basement or second floor space.
Lot Size indicates the size of the parcel in acres. One acre is equal to 43,560 sq/ft.
Impervious indicates the total percentage of "hard" surfaces such as pavement or the roof of buildings.


**Gig Harbor Downtown
Maximum Building Size Analysis**

The Rose B&B 3202 Harborview Drive	
Footprint	2,200 sq/ft
Total	4,300 sq/ft
Lot Size	0.32 Acres
Impervious	51%

Which of the following zones should include this type of building? (select all that apply)

DB-1
 DB-2
 DB-3
 WC



Locator Map

Find the red arrow to determine the location of the building shown.

Appropriate Location Indicator Box

Check these boxes to indicate which zones you feel the building shown is appropriate within. Be sure to mark all the boxes that apply. If you feel that the building shown is not appropriate within the downtown then check none. Descriptions and locations of the zones can be found on page 5.

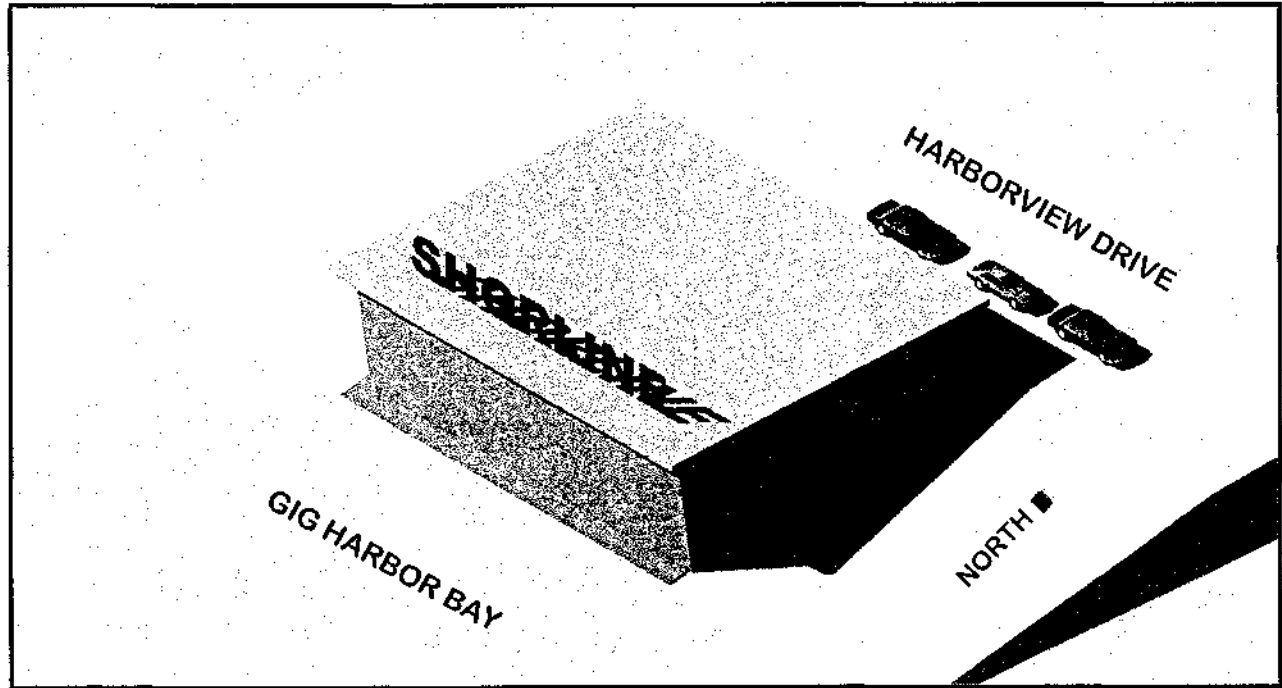
Building Photo

All photos were taken in July, 2004. In order to accurately compare buildings, special attention was paid to ensure that the aspect ratios of the photos used in this study were not modified, thus eliminating any unintentional skewing of width or height.

Gig Harbor Downtown Building Size Assessment

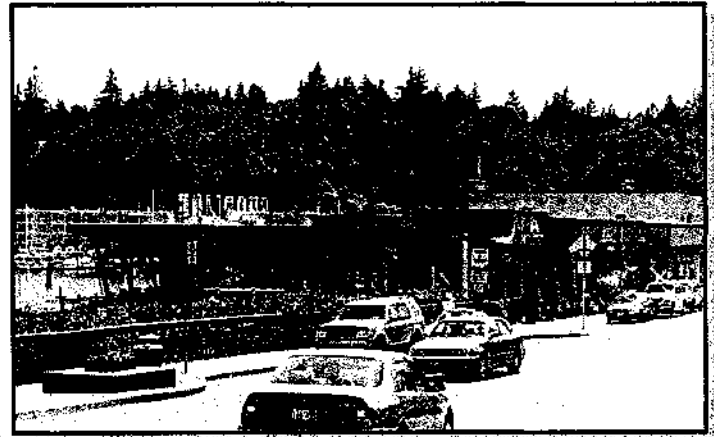
Anthony's
8827 Harborview Drive

Footprint	5,625 sq/ft
Total	11,250 sq/ft
Lot Size	0.45 Acres
Impervious	99%



Please check YES or NO to indicate which zones you think this building is appropriate within.

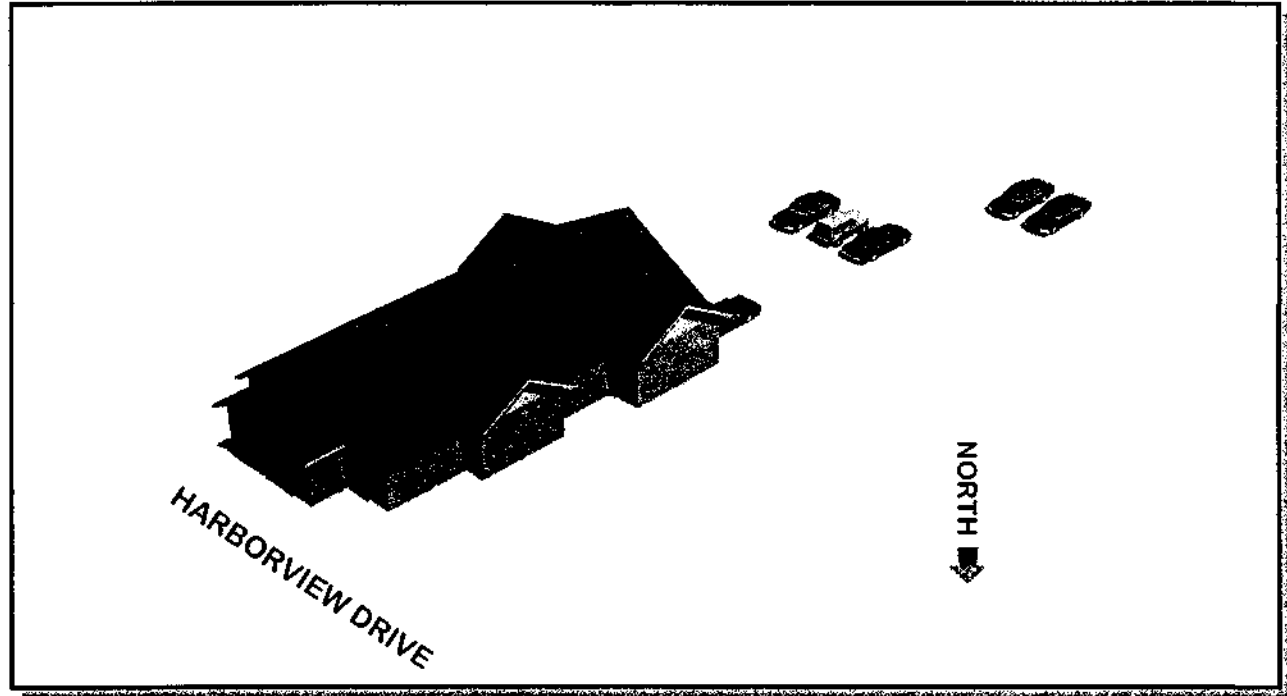
- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Art & Soul
3210 Harborview Drive

Footprint	4,250 sq/ft
Total	4,250 sq/ft
Lot Size	0.33 Acres
Impervious	88%



Please check YES or NO to indicate which zones you think this building is appropriate within.

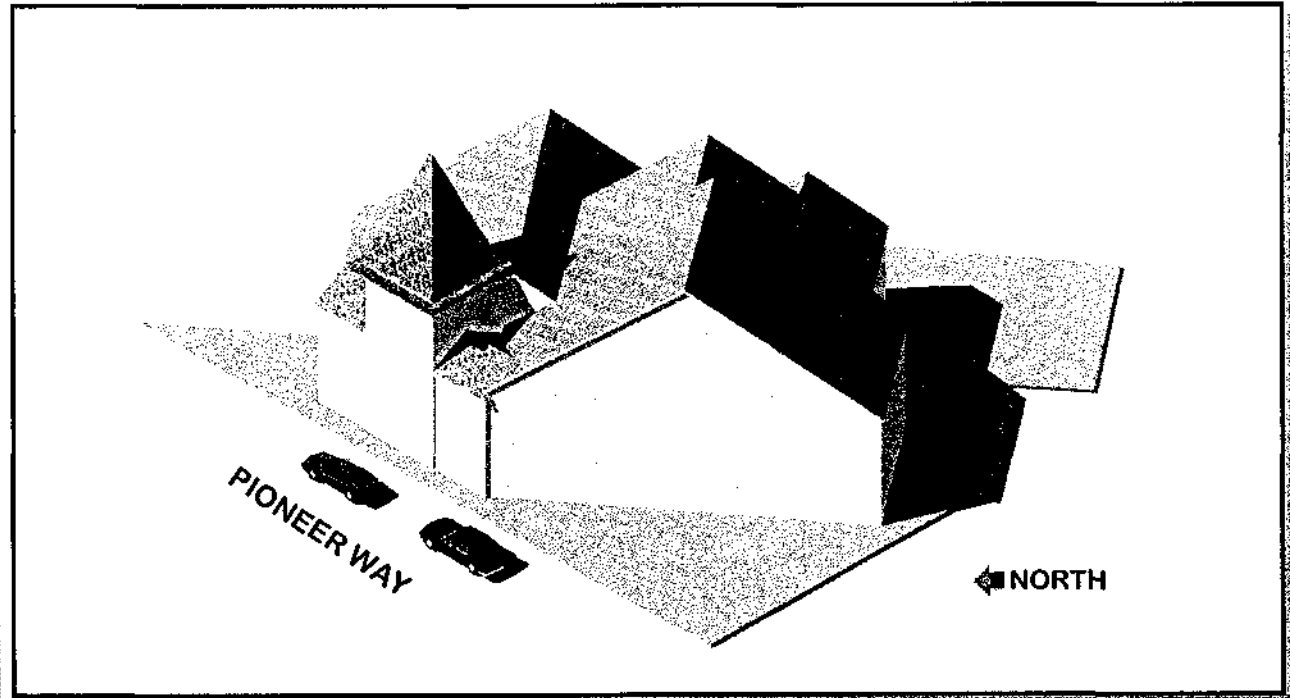
- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

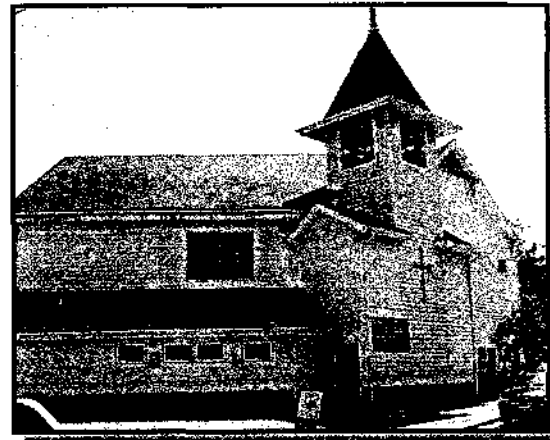
Baptist Church
7721 Pioneer Way

Footprint 5,250 sq/ft
Total 10,500 sq/ft
Lot Size 0.24 Acres
Impervious 75%



Please check YES or NO to indicate which zones you think this building is appropriate within.

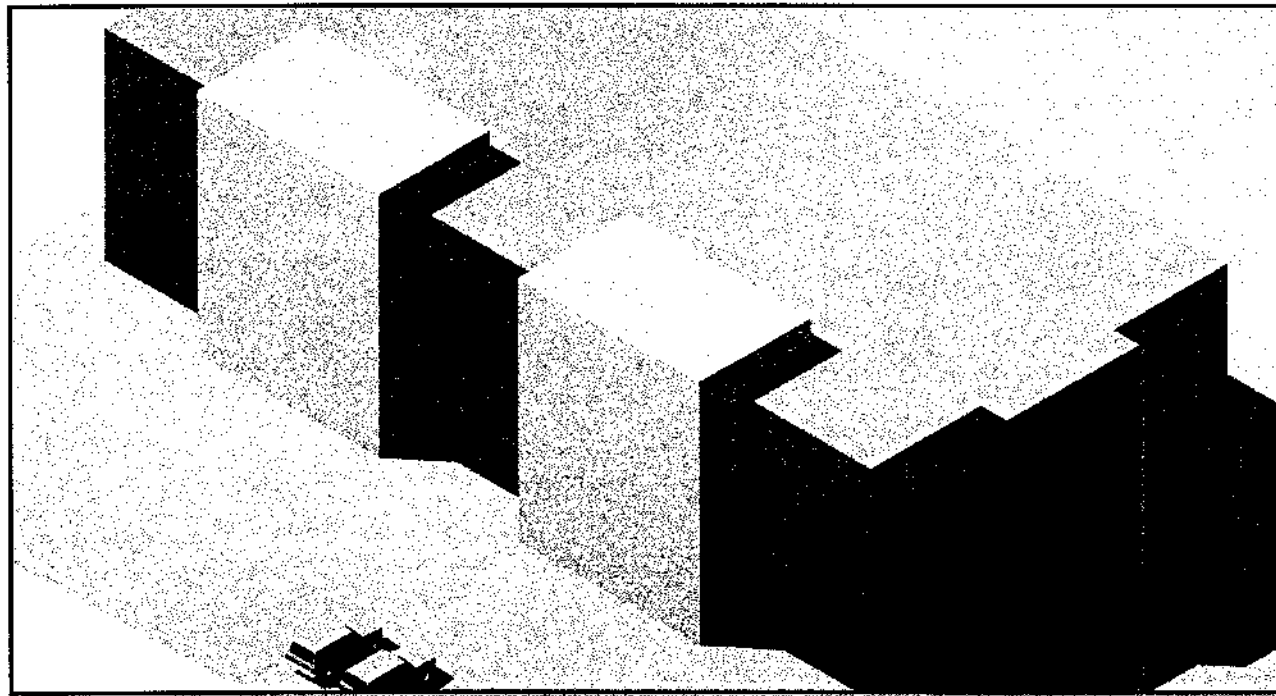
- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

BDR Building
3310 Tarabochia

Footprint 11,338 sq/ft
Total (including garage) 32,747 sq/ft
Lot Size 1.00 Acres
Impervious 80%



Please check YES or NO to indicate which zones you think this building is appropriate within.

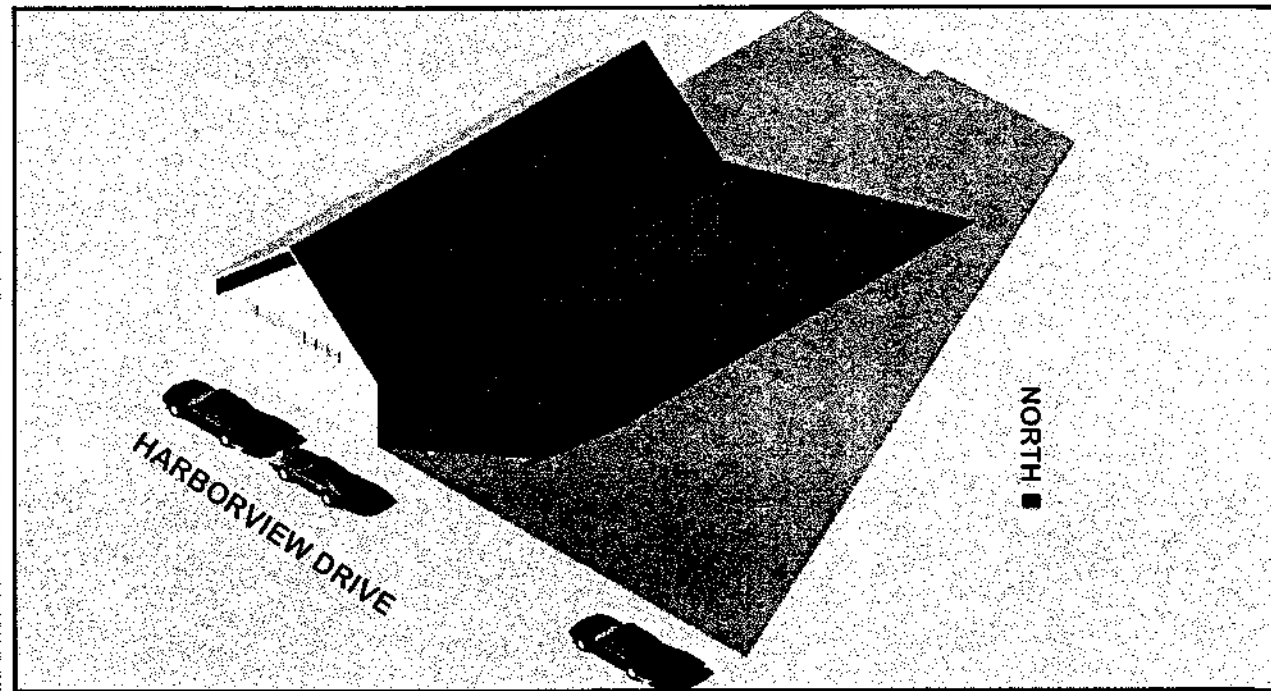
- | YES | NO | |
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| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Beehive
3306 Harborview Drive

Footprint 2,200 sq/ft
Total 2,800 sq/ft
Lot Size 0.28 Acres
Impervious 85%



Please check YES or NO to indicate which zones you think this building is appropriate within.

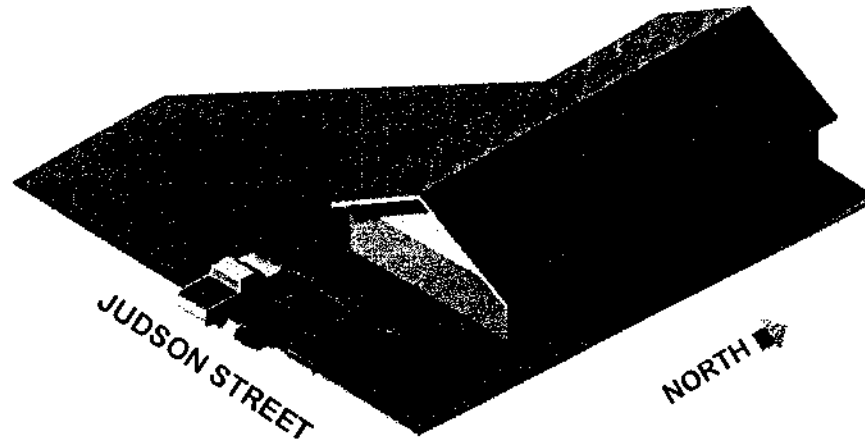
- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Bogue Volunteer Center
3125 Judson Street

Footprint	1,800 sq/ft
Total	1,800 sq/ft
Lot Size	0.14 Acres
Impervious	69%



Please check YES or NO to indicate which zones you think this building is appropriate within.

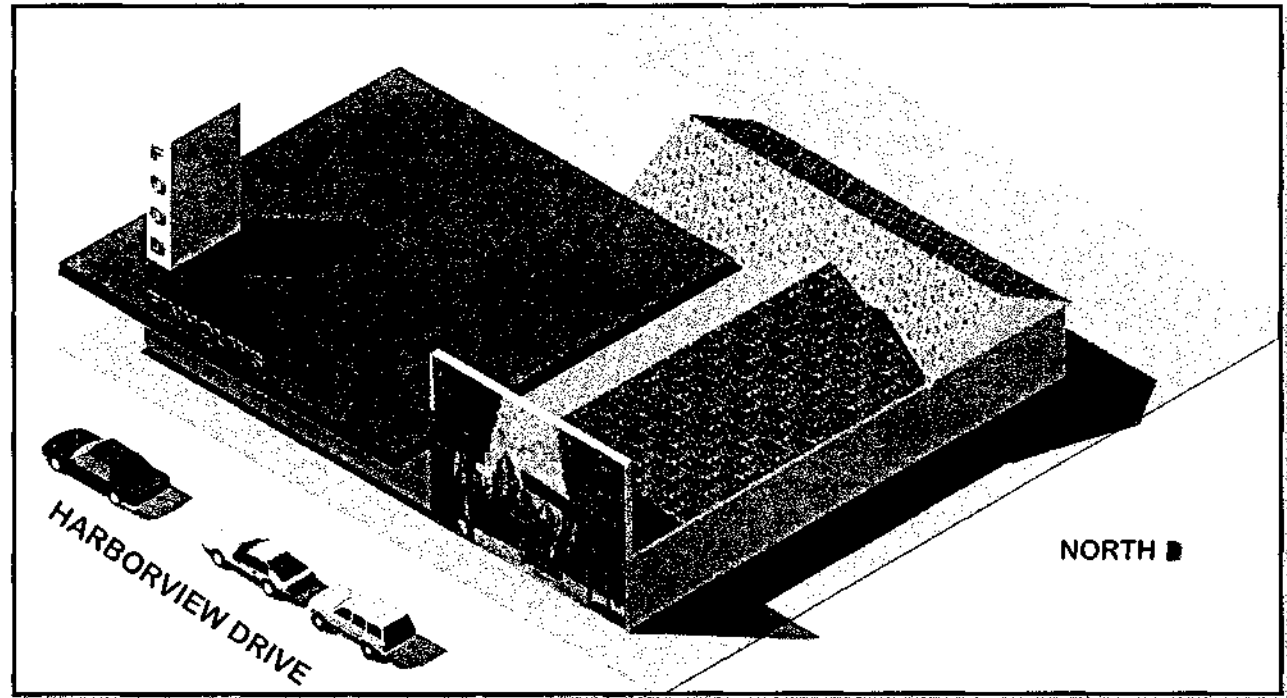
- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
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| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

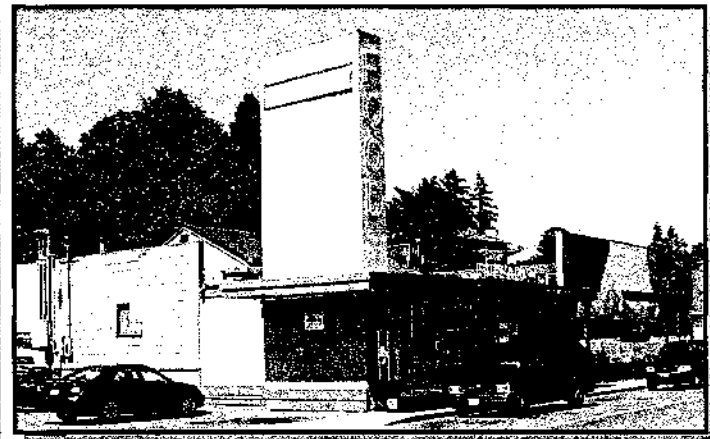
Finholm's Market
8812 North Harborview

Footprint 7,100 sq/ft
Total 7,100 sq/ft
Lot Size 0.24 Acres
Impervious 65%



Please check YES or NO to indicate which zones you think this building is appropriate within.

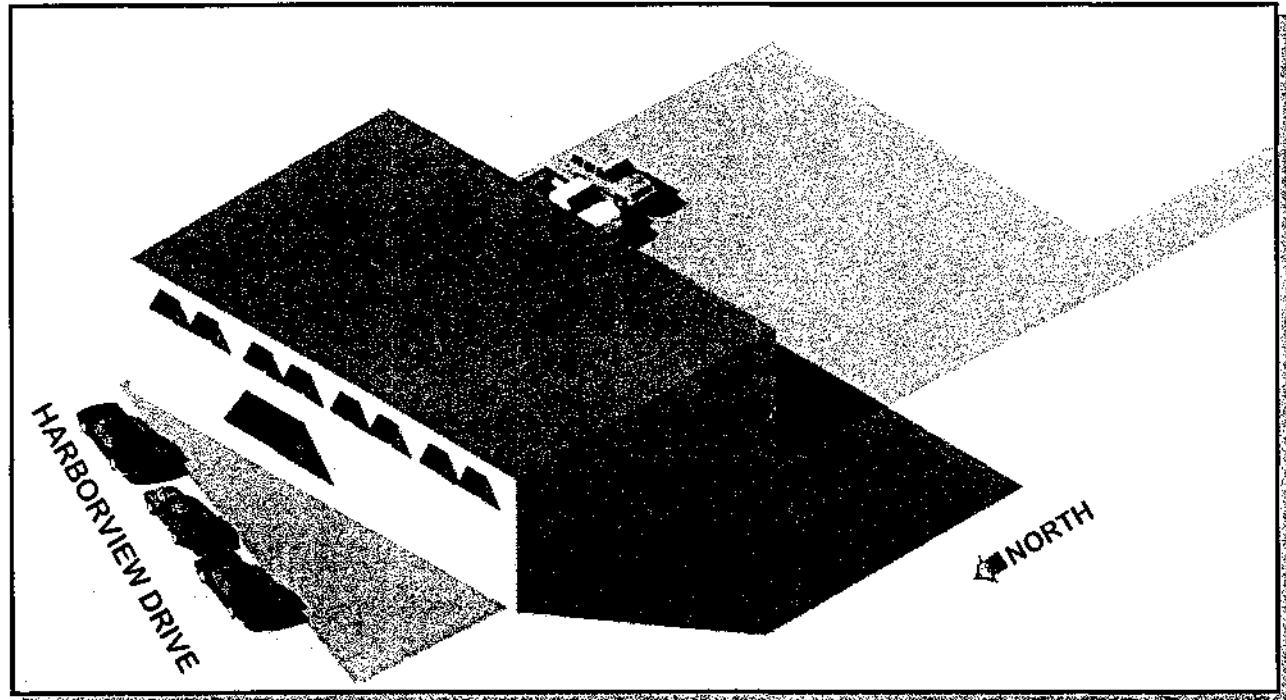
- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Gilich Building
3108 Harborview Drive

Footprint	4,325 sq/ft
Total	12,975 sq/ft
Lot Size	0.24 Acres
Impervious	95%



Please check YES or NO to indicate which zones you think this building is appropriate within.

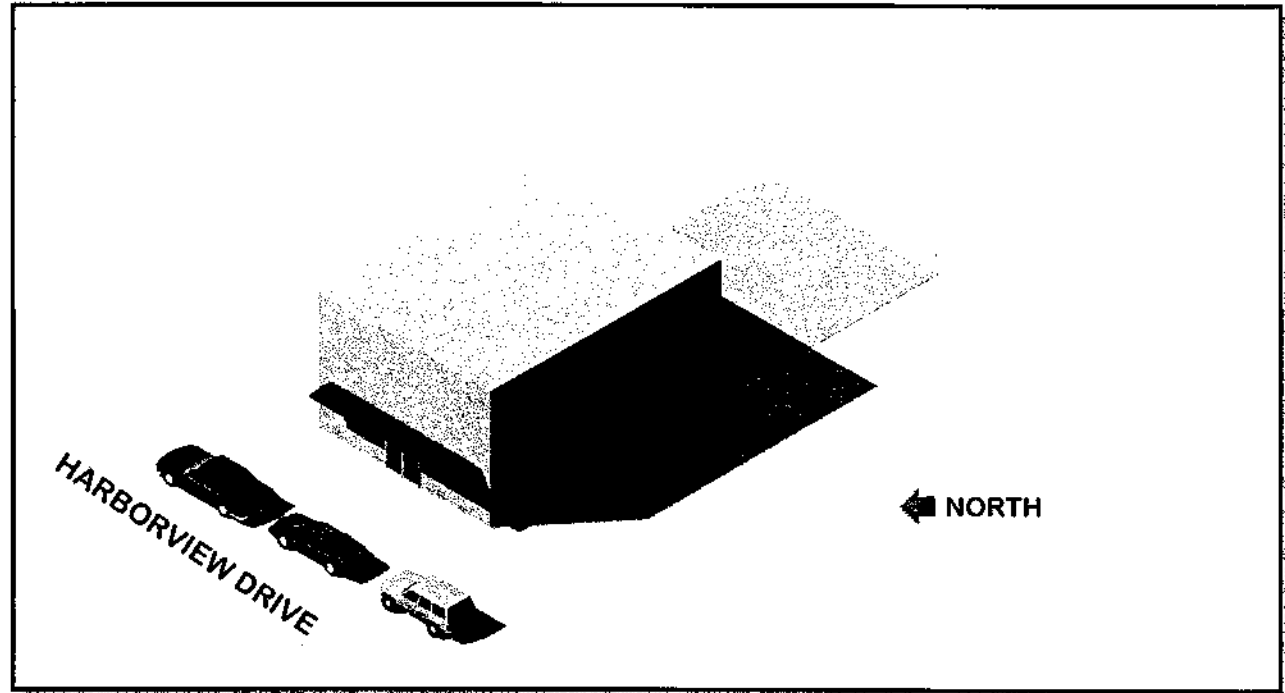
- | YES | NO | |
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| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Harbor Photography
8815 North Harborview

Footprint 1,400 sq/ft
Total 2,800 sq/ft
Lot Size 0.14 Acres
Impervious 99%



Please check YES or NO to indicate which zones you think this building is appropriate within.

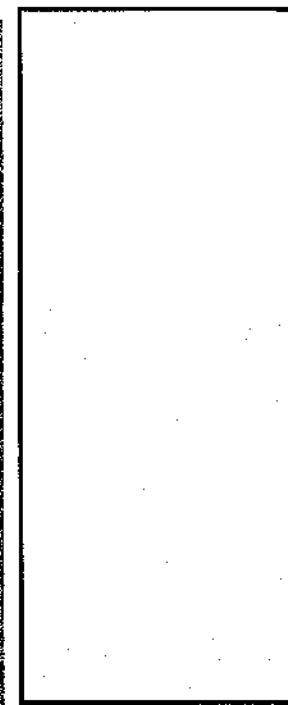
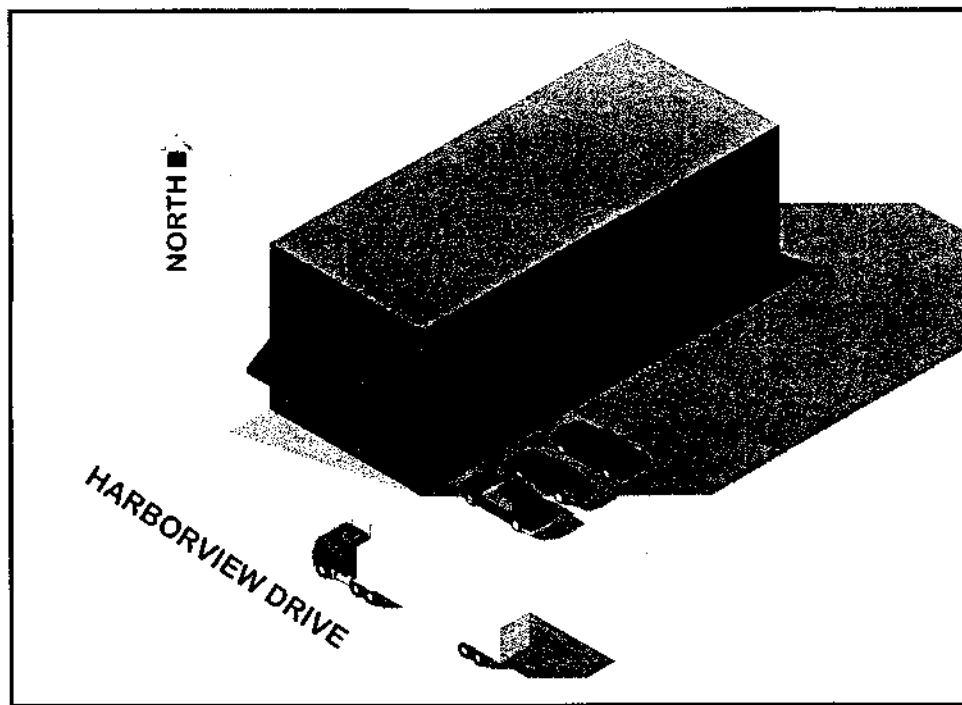
- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
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| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

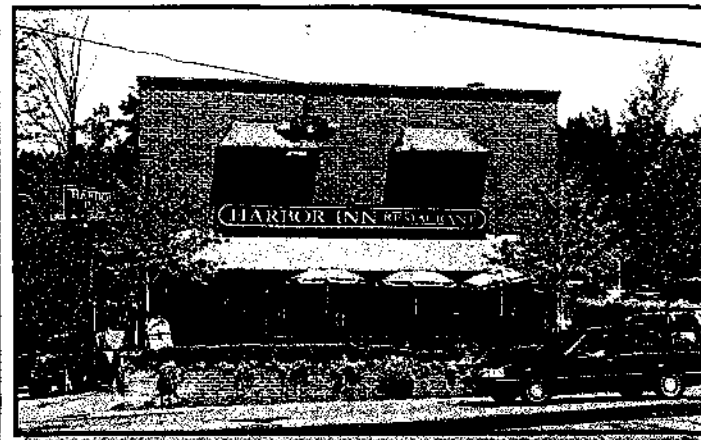
Harbor Inn
3111 Harborview Drive

Footprint 3,050 sq/ft
Total 8,150 sq/ft
Lot Size 0.07 Acres
Impervious 99%



Please check YES or NO to indicate which zones you think this building is appropriate within.

- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |

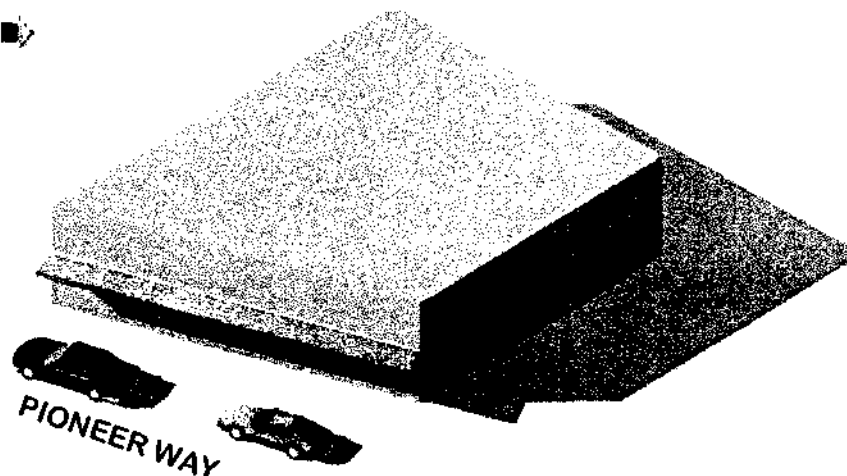


Gig Harbor Downtown Building Size Assessment

Kelly's
7806 Pioneer Way

Footprint	2,725 sq/ft
Total	5,450 sq/ft
Lot Size	0.05 Acres
Impervious	100%

NORTH 



Please check YES or NO to indicate which zones you think this building is appropriate within.

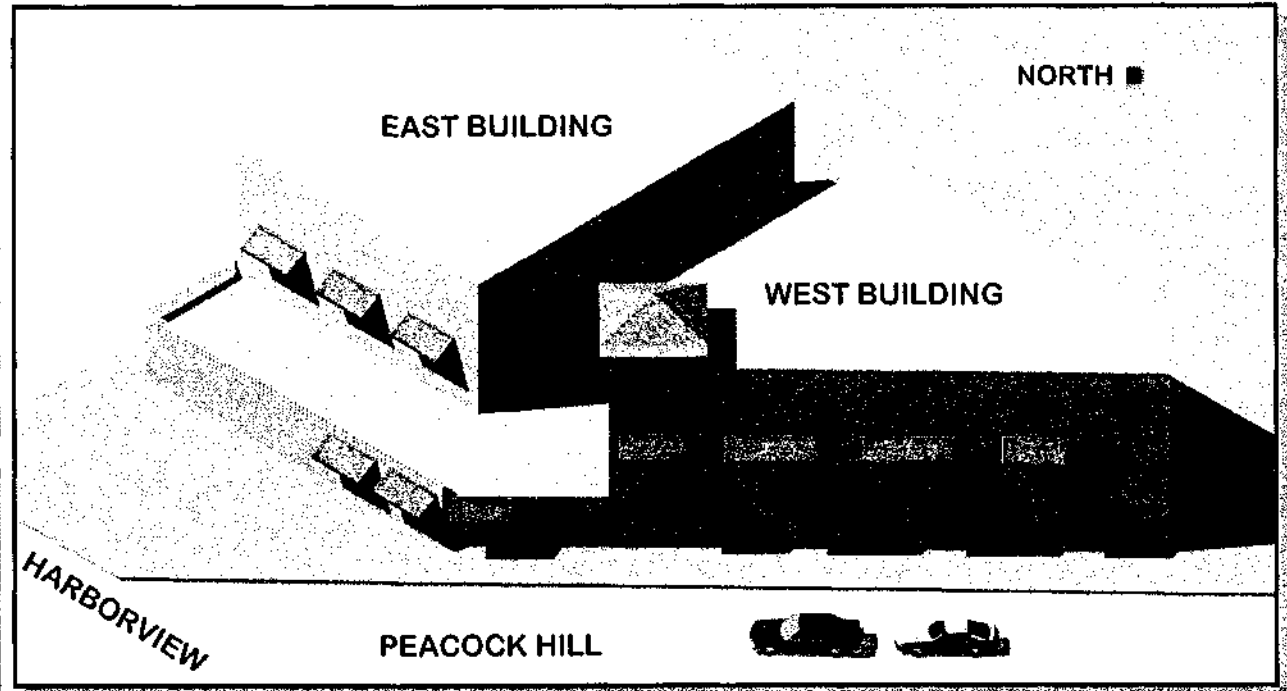
- | YES | NO | |
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| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Luengen Building
9014 Peacock Hill

Footprint east bldg 3,125 sq/ft
 Footprint west bldg 3,000 sq/ft
 Footprint garage 9,075
Total (including garage) 15,200 sq/ft
 Lot Size 0.93 Acres
 Impervious 55%



Please check YES or NO to indicate which zones you think this building is appropriate within.

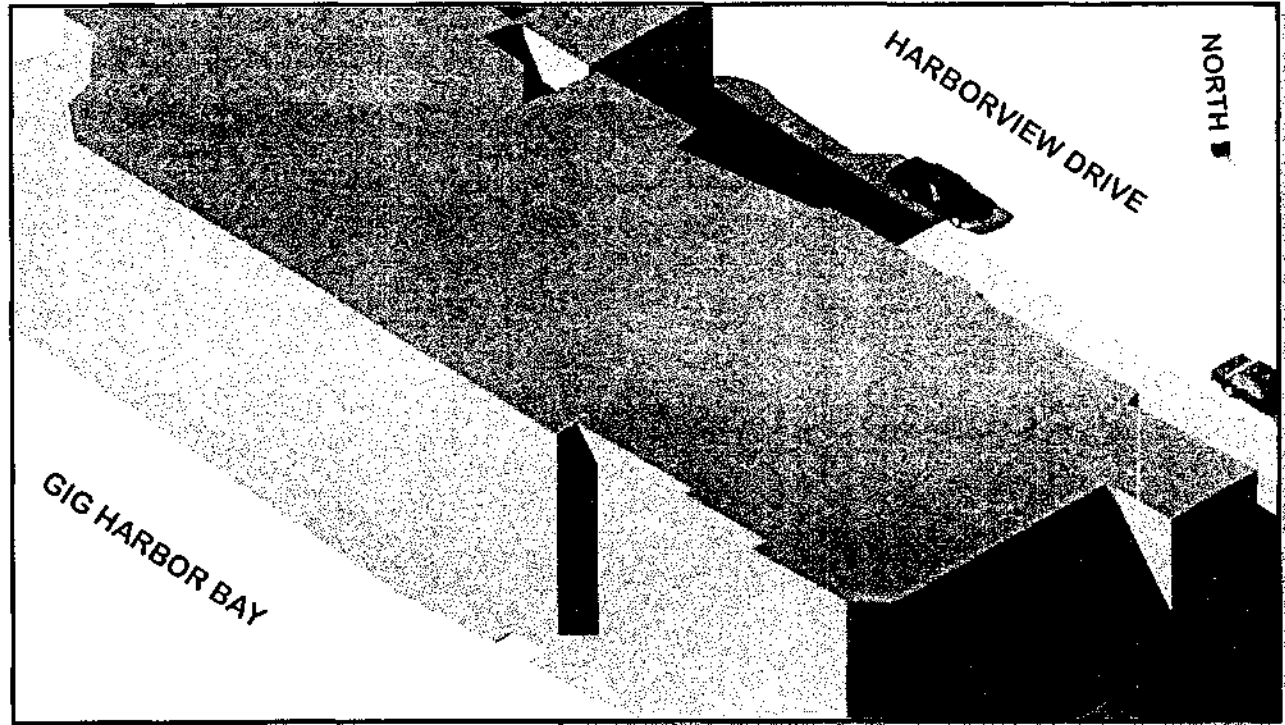
- | YES | NO | |
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| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Murphy's Landing
3802 Harborview Drive

Footprint	12,500 sq/ft
Total	35,625 sq/ft
Lot Size	0.63 Acres
Impervious	85%



Please check YES or NO to indicate which zones you think this building is appropriate within.

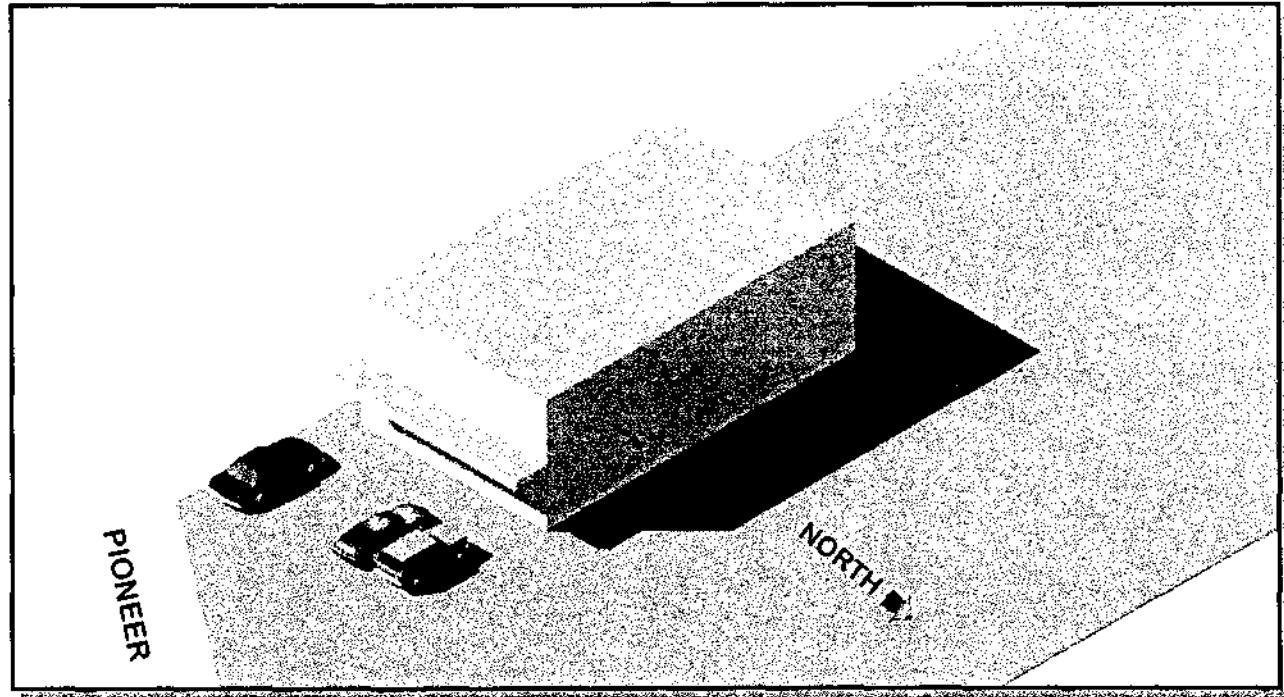
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|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Mustard Seed
7706 Pioneer Way

Footprint 2,150 sq/ft
Total 4,300 sq/ft
Lot Size 1.2 Acres
Impervious 15%



Please check YES or NO to indicate which zones you think this building is appropriate within.

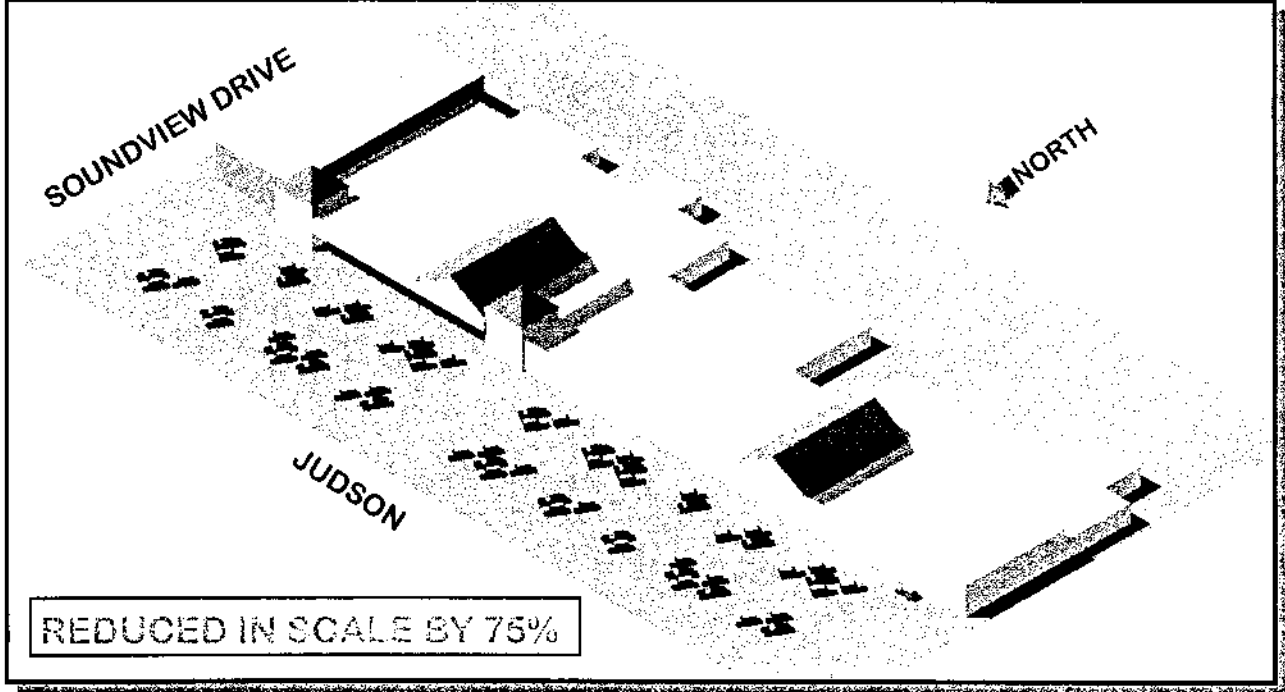
- | YES | NO | |
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| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Downtown QFC
3110 Judson Street

Footprint	85,000 sq/ft
Total	91,000 sq/ft
Lot Size	5.47 Acres
Impervious	85%



Please check YES or NO to indicate which zones you think this building is appropriate within.

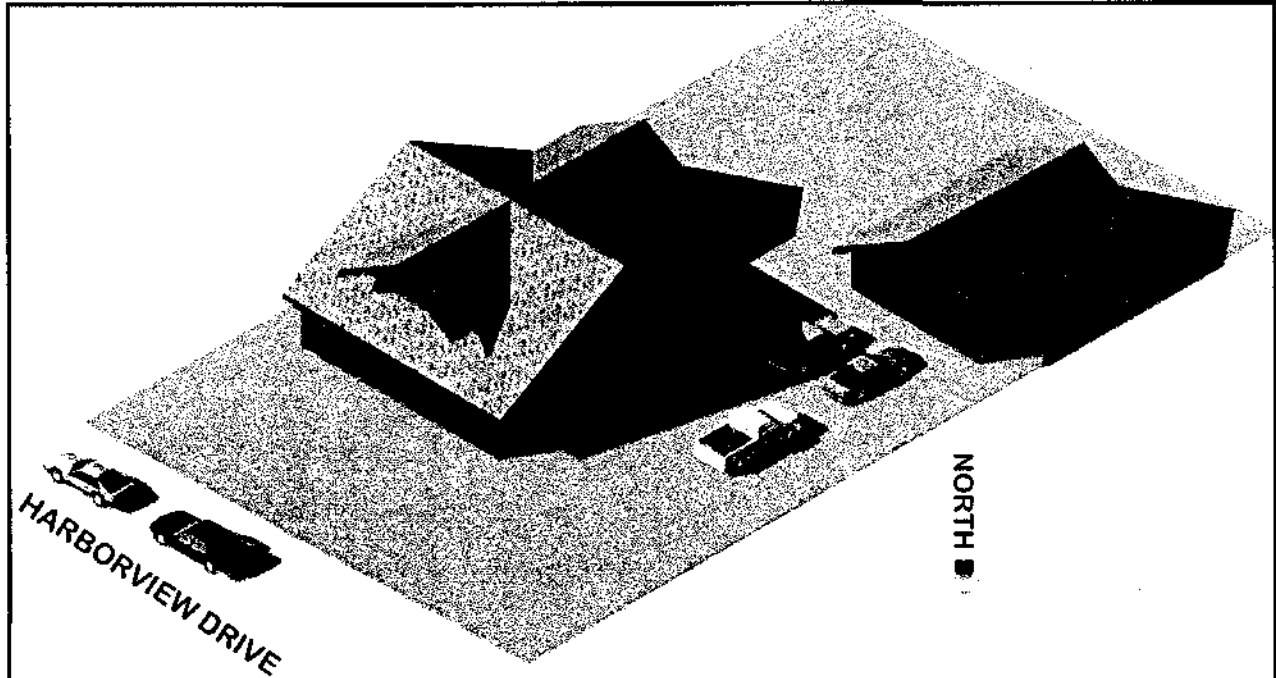
- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

The Rose B&B
3202 Harborview Drive

Footprint 2,200 sq/ft
Total 4,300 sq/ft
Lot Size 0.32 Acres
Impervious 51%



Please check YES or NO to indicate which zones you think this building is appropriate within.

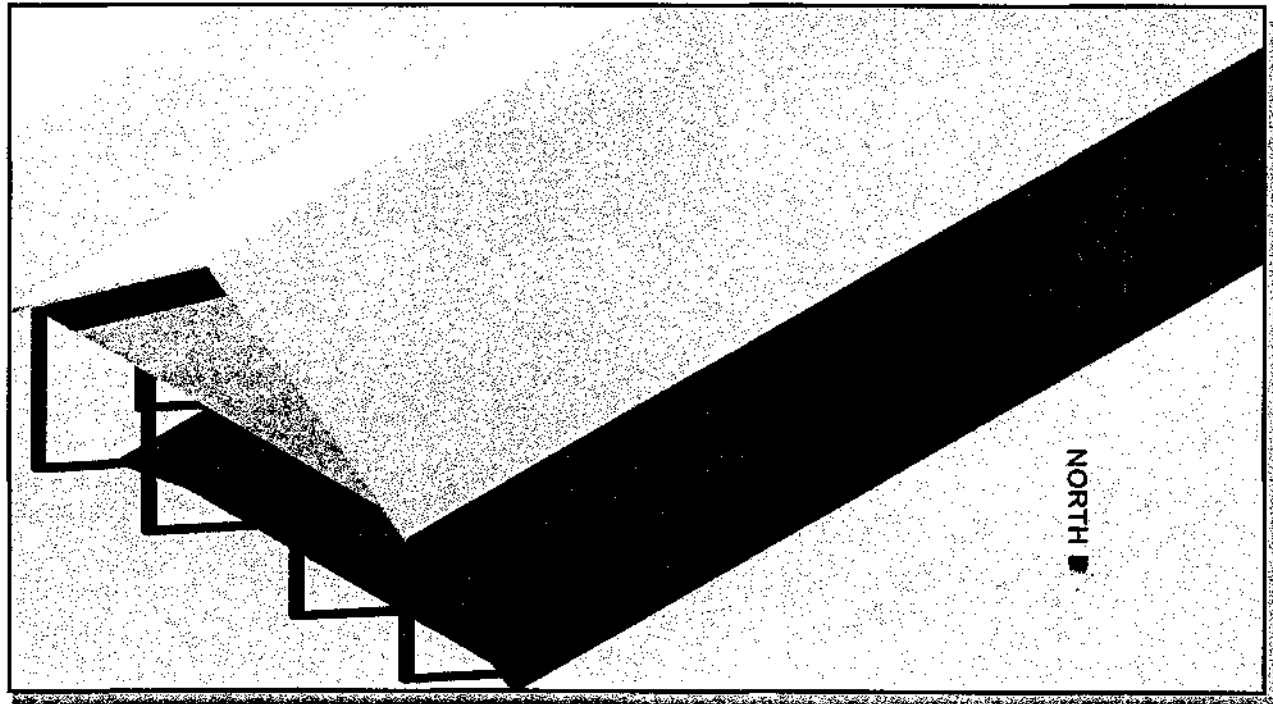
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| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
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| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

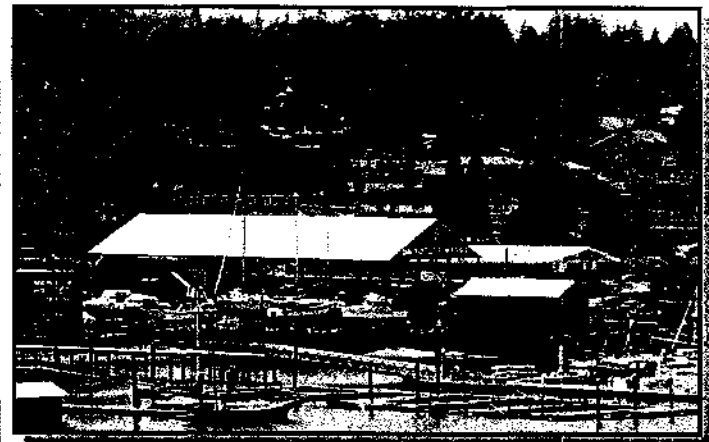
Skansie Boat Building
3117 Harborview Drive

Footprint 10,750 sq/ft
Total 10,750 sq/ft
Lot Size 2.77 Acres
Impervious 80%



Please check YES or NO to indicate which zones you think this building is appropriate within.

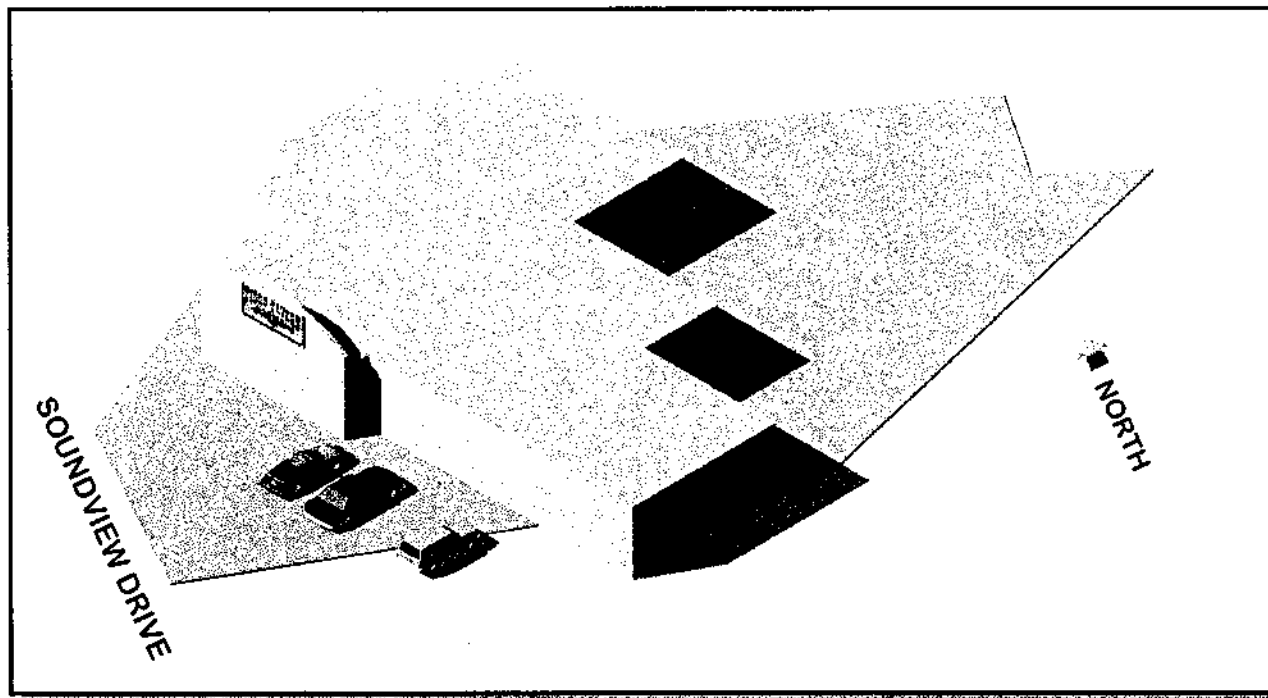
- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

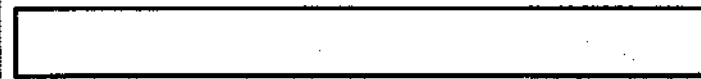
**The Tides Tavern
2925 Harborview Drive**

Footprint 5,650 sq/ft
 Total 5,650 sq/ft
 Lot Size 0.37 Acres
 Impervious 49%



Please check YES or NO to indicate which zones you think this building is appropriate within.

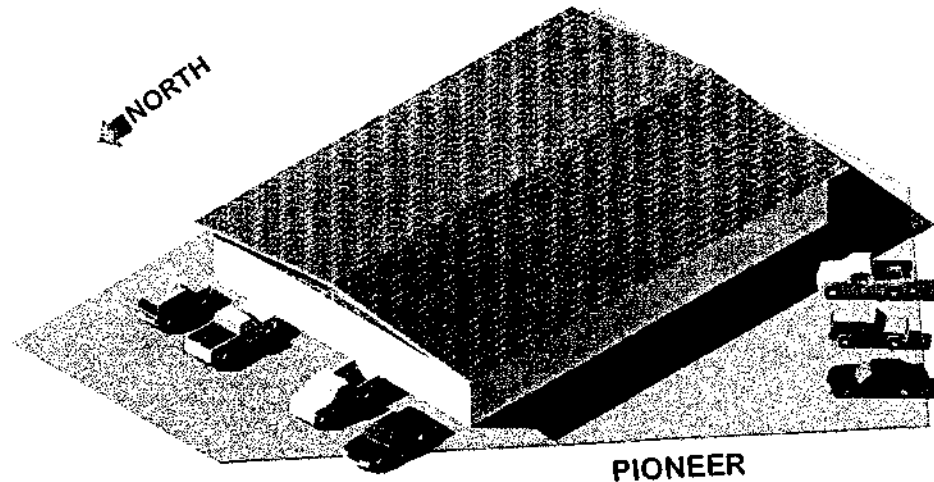
- | YES | NO | |
|--------------------------|--------------------------|------|
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| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |



Gig Harbor Downtown Building Size Assessment

Westbay Auto
3302 Uddenberg Lane

Footprint 5,250 sq/ft
Total 5,250 sq/ft
Lot Size 0.45 Acres
Impervious 99%



Please check YES or NO to indicate which zones you think this building is appropriate within.

- | YES | NO | |
|--------------------------|--------------------------|------|
| <input type="checkbox"/> | <input type="checkbox"/> | DB-1 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-2 |
| <input type="checkbox"/> | <input type="checkbox"/> | DB-3 |
| <input type="checkbox"/> | <input type="checkbox"/> | WC |

