

Gig Harbor City Council Meeting

**June 23, 2003
7:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 23, 2003 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

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 9, 2003.
2. Roundabout Feasibility Study – Consultant Services Contract.
3. Liquor License Renewals: The Keeping Room; Harbor Rock Café; Hunan Garden; Kinza Teriyaki; Spiro's Bella Notte' Pizza.
4. Liquor License Application: Tokyo Teriyaki.
5. Approval of Payment of Bills for June 23, 2003.
Checks #40409 through #40524 in the amount of \$204,067.52.

OLD BUSINESS:

1. Notice of Intention to Commence Annexation Proceedings – Hazen Request (ANX 03-02).
2. Requested Amendment to the Pierce County Comprehensive Plan.

NEW BUSINESS:

1. First Reading of Ordinance – Accepting a Donation from Evie and Gene Lynn for Purchase of an Original Oil Painting.
2. Notice of Intention to Commence Annexation Proceedings – North Donkey Creek (ANX 03-03).
3. Resolution Fixing a Time and Date for a Hearing on the Final Assessment Roll for Local Improvement District No. 99-1.
4. Proposed Kayak Dock – Consultant Services Contract.

STAFF REPORTS:

1. GHPD – May Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b) (action may be taken), and pending litigation per RCW 42.30.110(1)(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JUNE 9, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Oweil, Picinich, and Ruffo. Councilmember Dick acted as Mayor Pro Tem in Mayor Wilbert's absence.

CALL TO ORDER: 7:04 p.m.

PLEDGE OF ALLEGIANCE

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 May 27, 2003.
2. Correspondence / Proclamations: a) 2004 Clean Air Assessment Notice
3. Amendment to Agreement with the Department of Emergency Management
4. Adoption of 2003 Personnel Regulations.
5. Adoption of 2003 Job Descriptions.
6. Approval of Payment of Bills for June 9, 2003.
Checks #40279 through #40408 in the amount of \$280,736.44.
7. Approval of Payroll for the month of May:
Checks #2545 through #2600, and direct deposit entries, in the amount of \$232,198.50.

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

OLD BUSINESS:

1. Second Reading of Ordinance – Moorage Fees. Mark Hoppen, City Administrator, explained that Council could choose to eliminate moorage fees as a risk management tool, or allow them to remain as a revenue source. He stressed that significant staff time can be involved in a claim filed against the city, and that he agreed with the city attorney's recommendation to eliminate the fees.

Councilmember Young explained that he had asked for this item to be brought back to Council as he hadn't realized how much staff time was spent collecting the fees. He said that he had changed his mind and really felt that we should eliminate the fees.

Councilmember Ruffo said that he was in agreement. He further stated that the city should listen to their counsel's advice.

Councilmember Franich stated that he had a conversation with AWC Risk Management and they saw no problem with charging fees. The staff time adds up to less than \$5,000 per year and we are currently collect \$14,000 per year in fees. He further stated that if the fees were raised to .50 per foot the amount becomes \$28,000.

Councilmember Ekberg said that eliminating the fee is an inexpensive risk management tool that could help to avoid a nuisance suit and save on staff time. He said that it is an insurance premium well spent.

Councilmember Ruffo said that it is a sound business decision and that the revenue gained by .25 cents per foot is not worth the risk. Councilmember Franich suggested raising the fee to .50 cents. Councilmember Ruffo said that at some point, risk is equal to the reward, but not at .25 cents.

MOTION: Move that we take the city attorney's recommendation and pass Ordinance No. 929 eliminating the moorage fees at the city dock. Ekberg / Ruffo - a roll call vote was taken.

Ekberg - yes; Young - yes; Franich - no; Dick - no; Owel - yes; Picinich - no; Ruffo - yes.

The motion passed, four to three.

2. Request Amendments to the Pierce County Comprehensive Plan. Community Development Director John Vodopich gave a brief overview on the proposed amendments to the County Comprehensive Plan affecting properties adjacent to and within our Urban Growth Area.

T-18, Tacoma Narrows Airport & M-9 City of Tacoma
U-11, Watland
U-12, Miller and U-13, Roby & Campen

Councilmember Owel read from the minutes of the Council Meeting in February when the Council had made recommendations on these applications. She then asked for clarification on the applications.

Community Development Director John Vodopich answered that the Robey application had not met the County's timelines. Additionally, he stated that he was recommending that they be treated equally. The County had recommended denial of the Robey application and approval of Miller.

Mayor Pro-Tem Bob Dick asked if there was anyone in the audience who would like to speak on this topic.

Marian Berijikian, Friends of Pierce County, 8205 90th St Ct NW, P.O. Box 2084, Gig Harbor WA 98335. Ms. Berijikian referenced a staff report of 5/28 stating that it was premature to expand the UGA. She then referenced a letter of February 10th recommending denial of U-13. She further recommended that the Council make no recommendation and let the County process these application. Ms. Berijikian stated that the County will be holding a meeting on June 25th.

Helen Nupp, 9229 66th Ave NW, Gig Harbor WA 98332. Ms. Nupp stated that she was against the amendments due to significant environmental constraints against the property and saw no need until 2022 for these properties to be included in the UGA.

Councilmember Owel clarified that what staff was recommending basically was to not take a position.

Councilmember Franich stated that if we sent it as written, Pierce County may interpret it as being in favor of the application.

Councilmember Ruffo asked about the time element if the Council were to continue action, would there still be enough time to get comments to the County before their meeting on the 25th of June.

John Vodopich stated that yes, staff could bring it back to the meeting on the 23rd of June.

Councilmember Young said he did not see an irregular boundary being an issue. We have irregular boundaries throughout the UGA. Mr. Young spoke further to the fact that the Employment District is mostly wetland and the access point to this property is through an industrial park.

MOTION: Move that we continue this item to the June 23rd, 2003 City Council Meeting and invite the applicants.
Ruffo/Ekberg – passed unanimously

NEW BUSINESS:

1. Resolution – Skansie Resource Acquisition Team. City Administrator Mark Hoppen briefed the City Council on the structure of the acquisition team and explained that the team's main task would be the pursuit of grant money.

Councilmember Franich asked about the number of people on the team.

Mr. Hoppen replied that the number of team members is relative to an effective presentation. He further stated that the number of available grants is slim and that the team would probably pursue an ALEA grant from the state that would require matching funds, and several members of the team are involved in funding groups for grant match support.

Councilmember Franich asked if the 5th paragraph of the resolution would prohibit us from development.

Councilmember Young replied that this is simply a resolution and is therefore not binding.

Helen Nupp, 9229 66th St Ct NW, Gig Harbor WA. Mrs. Nupp stated that she thought the Council should approve this resolution.

MOTION: Move to approve Resolution 610 as written.
Motion carried with Councilmember Franich voting no.

2. Resolution – Declaration of Surplus Property. City Administrator Mark Hoppen gave a brief overview on this resolution to declare surplus property.

MOTION: Move to approve Resolution 611 as written.
Owel/Young – Approved unanimously

3. Notice of Intention to Commence Annexation Proceedings – Hazen. Community Development Director John Vodopich gave an overview of proposed annexation east of Soundview Drive and north of 64th adjacent to the existing City limits. He further explained that no later than sixty (60) days from receipt, the City Council is to meet with the initiating parties and staff is recommending setting a date of June 23, 2003.

Councilmember Bob Dick asked why one particular parcel was not included in the annexation when it is surrounded on three sides by city property.

Mr. Vodopich replied that the map reflects what the initiating parties have proposed and that staff will have their recommendation for the boundaries at the meeting on the 23rd.

Councilmember Young pointed out that some people avoid annexing into the city due to their fear of increased taxes when in fact, in our case, they typically go down and their level of service goes up.

City Administrator Mark Hoppen said that he usually holds neighborhood meetings with people intending to annex to let them know about services and taxes.

MOTION: Move to set June 23rd, 2003 to meet with initiating parties of the proposed annexation.
Owel/Ruffo – Motion carried with Franich voting no.

4. Recommendation from the Wilkinson Farm Ad Hoc Committee. Darrin Filand, a member of the Ad Hoc Committee, gave a short power point presentation outlining the group's mission statement and site design ideas. He then asked if there were any questions from the City Council.

Councilmember Ekberg complimented the committee on their concept and asked about parking.

Mr. Filand stated that there were some limited areas for parking and pointed those out. He further stated that parking would be more event specific and that they were hoping that most users would utilize surrounding parking opportunities and walk to the site.

Councilmember Young asked what the distance was from the Park and Ride. Mark Hoppen replied that it was approximately .5 miles.

Councilmember Ruffo stated that he felt that this park was really going to give the City an opportunity to work with some organizations that they had never dealt with before, such as the WSU Extension program, etc.

Mark Hoppen explained that grants would be sought for the development of the property. He further stated that the property borders a wetland, which can sometimes garner points in grant applications.

Helen Nupp, 9229 66th St Ct NW, Gig Harbor WA. Mrs. Nupp asked how many seats were in the proposed outdoor theatre.

Mr. Hoppen replied that no more than 150 seats were in the theatre due to the slope of the holly orchard.

STAFF REPORTS:

Community Development Department Update. John Vodopich handed out a flier on the upcoming Permit Process Workshop being presented by the Planning and Building Department. He also updated the council on the Request for Proposals for the building size analysis, noting that he had already received 3 or 4 proposals which he will be bringing to the Community Development Committee for recommendation to the City Council. Mr. Vodopich also handed out a preliminary drawing of the parking realignment at the Harborview Dr. Street End Park.

Councilmember Franich stated that he would like to see a study done on the economic impacts of rezoning the south side of Harborview Drive to RB-2 or B-2 as part of the building size analysis.

Mr. Vodopich replied that this would be a change to the scope of work and would have to be addressed separately.

PUBLIC COMMENT:

Lois McMahan, P.O. Box 422, Gig Harbor WA 98335. Ms. McMahan asked that the City Council consider delaying the deadline for the Gig Harbor Sportsman Club for another 6 months. She further stated that the Sportsman Club is currently renegotiating with Kitsap County and may be able to relocate if given the additional time.

Councilmember Ruffo stated that he was actually going to bring this item up to the council and suggest the same thing.

Several councilmembers complimented Ms. McMahan and her fellow representatives on their hard work and dedication to their community.

COUNCIL COMMENTS / MAYOR'S REPORT:

None.

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

MOTION: Move to adjourn to Executive Session for approximately ten minutes to discuss property acquisition at 8:15 p.m.
Ruffo / Young - unanimously approved.

MOTION: Move to return to regular session at 8:30 p.m.
Ruffo / Young - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:30 p.m.
Young / Ruffo - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 - 9
Disc #2 Tracks 1 - 4

Gretchen Wilbert, Mayor

City Clerk



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ROUNABOUT FEASIBILITY STUDY - CONSULTANT SERVICES CONTRACT
DATE: JUNE 23, 2003

INTRODUCTION/BACKGROUND

A budgeted street objective for 2003 includes completion of a feasibility study for construction of a roundabout at the intersection of Harborview Dr. and Stinson Ave.

Consultant services are needed for the completion of a feasibility study to investigate opportunities available to correct geometric deficiencies at this intersection. After reviewing the Consultant Services Roster, the consulting firm of HDR, Inc., was selected as best qualified to perform the work. Their selection was based on their experience in the design of modern day roundabouts, familiarity with the area, and ability to complete the work within the project schedule.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of (\$19,829.30) with HDR, Inc. for a roundabout feasibility study for the Harborview/Stinson intersection.

FISCAL CONSIDERATIONS

The project was identified in the 2003 Annual Budget, Street Operating Fund, Objective #19 (\$20,000).

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with HDR, Inc. for a feasibility study for the Harborview/Stinson intersection in an amount not to exceed nineteen thousand eight hundred twenty-nine dollars and thirty cents (\$19,829.30).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 2401 Bristol Court SW, Suite B-18, Olympia, Washington 98502 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the preliminary analysis of the Stinson Ave./Harborview Dr. Intersection 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 June 16, 2003 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Cost**, 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 nineteen thousand eight hundred twenty-nine dollars and thirty cents (\$19,829.30) 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**. 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 December 31, 2003; 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 Engineer and the City shall determine the term or provision's true intent or meaning. The 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 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
Larry Kyle, P.E., Principal
HDR Engineering Inc.
500 108th Ave NE
Bellevue, Washington 98004-5549
(425) 453-1523

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

Notices to be sent to:
CONSULTANT
Larry Kyle, P.E., Principal
HDR Engineering Inc.
500 108th Ave NE
Bellevue, Washington 98004-5549
(425) 453-1523

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ 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 _____ of _____ Inc., 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: _____

STATE OF WASHINGTON

COUNTY OF PIERCE

)
) ss.
)

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: _____



EXHIBIT A

SCOPE OF WORK AND COST

**City of Gig Harbor
Stinson Ave. / Harborview Dr. I/S Analysis**

Existing Intersection Analysis
Roundabout Development /
Conceptual Design
Proposed Traffic Analysis
Preliminary Design Report

Prepared by:

HDR Engineering, Inc.
2401 Bristol Court SW, Suite B-18
Olympia, Washington 98502

June 16, 2003

Exhibit A

SCOPE OF WORK

**City of Gig Harbor
Phase 1 – Preliminary Design**

Stinson Ave. / Harborview Dr. I/S Analysis

During the term of this Agreement, the engineering consultant (CONSULTANT) shall perform professional services for the CITY, including existing traffic analysis, alternatives development, preliminary design, and preparation of preliminary design report, in connection with the:

Stinson Avenue / Harborview Drive I/S Analysis

This document shall be used to plan, conduct and complete the work on the project.

I. INTRODUCTION

The City of Gig Harbor desires to investigate opportunities to correct geometric deficiencies currently located at the intersection of Stinson Avenue and Harborview Drive. This project will analyze the existing traffic at this intersection and predict future traffic increases and the corresponding result on the level of service at the intersection. The project will also develop an alternative for the installation of a modern roundabout. The results of the analysis and the roundabout alternative will be the incorporated into a preliminary design report.

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Gig Harbor (CITY) in connection with the Stinson Ave. / Harborview Dr. I/S Analysis. The work will be accomplished in five tasks:

- Task 1 - Existing Intersection Analysis
- Task 2 - Roundabout Development / Conceptual Design
- Task 3 - Proposed Traffic Analysis
- Task 4 - Preliminary Design Report

Task 1 – Existing Intersection Analysis will include an assessment of the intersection, as it exists today, and identification of existing deficiencies. The analysis will be based on existing traffic volumes, and geometry.

Task 2 – Roundabout Development will include the development of a conceptual geometric alternative for the intersection including realignment of two or more of the approach legs and the incorporation of a modern roundabout. The conceptual alternatives will be developed to provide solutions to the existing problems addressed in Task 1. Work will include the preparation of preliminary horizontal plans for the roundabout alternative and a conceptual level engineers cost estimate. The PW committee will evaluate the conceptual alternative and recommend development of the alternative in Phase 2.

Task 3 – Proposed Traffic Analysis will evaluate the traffic operations of the roundabout alternative.

Task 4 – Preliminary Design Report will include the preparation of the preliminary design report identifying the roundabout alternative together with the traffic analysis information and the preliminary plans and cost

estimate. The CITY will utilize this report to select the roundabout improvement for development of PS&E documents for construction in 2004.

II. DESIGN CRITERIA

Documents developed as part of this scope of work, to the extent feasible, will be in accordance with the latest edition and amendments to the following documents, as of the date the AGREEMENT is signed. Where existing standards are not available, the project will default to City of Gig Harbor and Pierce County Standards. Changes in any design standards or requirements after work has begun may result in the need for Extra Work.

City of Gig Harbor Publications:

- a) *Current Drainage and Design Standards. City of Gig Harbor standards will supercede any other standards identified below.*

WSDOT Publications:

- a) *Standard Specifications for Road, Bridge and Municipal Construction, English edition (1998) (M41-10)*
- b) *Standard Plans for Road, Bridge and Municipal Construction, English edition (M21-01)*
- c) *Design Manual, (M22-01)*
- d) *Hydraulic Manual, (M23-03)*
- e) *Plans Preparation Manual, (M22-31)*
- f) *Bridge Design Manual, (M23-50)*
- g) *Amendments and General Special Provisions*
- h) *Standard Item Table*
- i) *Traffic Manual, (M51-02)*
- j) *Highway Runoff Manual, (M31-16)*
- k) *Utilities Manual, (M22-87)*
- l) *Local CITY Guidelines, (M36-63(PA))*
- m) *Environmental Procedures Manual, (M31-11)*
- n) *EIS Format Standards, (M31-14)*

American Association of State Highway and Transportation Officials (AASHTO) Publications:

- a) *A Policy on Geometric Design of Highways and Street, (1994 - 'Green Book')*
- b) *Guide for the Design of High Occupancy Vehicles and Public Transfer Facilities, (1983)*
- c) *A Guide for Highway Landscape and Environmental Design, (1970)*
- d) *Highway Design and Operational Practices Related to Highway Safety, (1974 - 'Yellow Book')*

U.S. Department of Transportation (USDOT) Publications:

- a) *Manual of Uniform Traffic Control Devices for Streets and Highways*
- b) *Highway Capacity Manual, Special Report 209*

Other Publications/Design Guides:

- a) *American Public Works Association standards*
- b) *Americans With Disabilities Act (ADA)*
- c) *Pierce County Drainage Manual*
- d) *Department of Ecology*

III. PROJECT SCHEDULE

A detailed project schedule will be generated as part of Task 1.1 following notice to proceed. The preliminary project schedule with key milestones is outlined below:

<u>Milestone</u>	<u>Date</u>
Task 1 – Existing Traffic Analysis Consultant Notice to Proceed Gather Traffic Data Model Existing Traffic	July 2003
Task 2 – Roundabout Development Develop Conceptual Roundabout Layout Develop Preliminary Cost Estimates PW Committee Meeting	August 2003
Task 3 – Proposed Traffic Analysis Model Proposed Roundabout Operation	September 2003
Task 4 – Design Report Prepare Design Report Roundabout Improvement Receives Council Approval	October 2003

The duration of the reviews by the CITY, and by others, is given in the project schedule. Mutually agreeable changes to the project schedule, whether initiated by the CITY or CONSULTANT, may be the basis for adjustments in the project budget.

IV. ITEMS AND SERVICES TO BE FURNISHED BY CITY

The CITY will provide the following items and services to the CONSULTANT that will facilitate the studies and preparation of the documents for work within the limits of the PROJECT. The CONSULTANT is entitled to rely on the accuracy and completeness of this and other data furnished and represented by the CITY and others, including but not limited to, survey and traffic data. The CITY will provide GIS mapping with contours to be utilized by the CONSULTANT in development of the preliminary plans. Verification of the accuracy of the GIS data supplied by the CITY is not part of this scope. Any additional survey or changes to the preliminary design as a result of insufficient data shall be considered extra work.

1. Available as-built/record drawings and information on the current project and on other public works and/or private projects in the immediate vicinity, including bid tabs.
2. Timely reviews of CONSULTANT submittals at the mutually agreed upon times set forth in the project schedule and the consolidation of all review comments by others onto one review set prior to return to the CONSULTANT.
3. Codes and governing regulations for the project corridor area.
4. Lighting requirements and design criteria per CITY requirements.
5. Processes to be used on the project for the City, State, and Federal permitting and approvals.

6. Past design review submittals of existing planning information within the project corridor area (i.e.: master plans, drawings, photographs).
7. Comprehensive plan for City of Gig Harbor and applicable Permit Requirements, and appropriate sensitive/critical area maps and supporting documentation.
8. Most recent aerial mapping for the project corridor.
9. Rights-of-entry upon all lands necessary for the performance of the work. Official notices to property owners and agencies.
10. Arrangements for the public meetings, including meeting place, announcements, etc.
11. Payment of all review and/or permit fees.
12. Pot-holing for utility locations (if existing data is insufficient for design purposes).
13. A list of utilities and other agencies having jurisdiction in the project area.
14. Assessor's maps and legal descriptions for affected properties as needed by the CONSULTANT.

V. ABBREVIATIONS

The following abbreviations are referred to throughout this scope of work:

AASHTO	American Association of State Highway and Transportation Officials
BDM	WSDOT Bridge Design Manual
BRAC	Bridge Replacement Advisory Committee
DCE	Documented Categorical Exemption
DFW	Washington State Department of Fish and Wild Life
DNR	Washington State Department of Natural Resources
DOE	Washington State Department of Ecology
EIS	Environmental Impact Statement
ESA	Endangered Species Act
FEMA	Federal Emergency Management CITY
FHWA	Federal Highway Administration
HBRRP	Highway Bridge Replacement and Rehabilitation Program
LOS	Level of service
NEPA	National Environmental Projection Act
NMFS	National Marine Fisheries Service
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
ROW	Right-of-way
PS&E	Plans, specifications, and estimates
SEPA	State Environmental Protection Act
TDM	Transportation Demand Management
TS&L	Type, Size and Location
WSDOT	Washington State Department of Transportation
USFWS	United States Fish and Wildlife Service

VI. PROJECT DOCUMENTATION

The documents listed as "*Deliverables*" in the Work Tasks, Section VII of this scope of work, and other exhibits or presentations for the work covered by this AGREEMENT and associated supplements, if necessary, will be furnished by the CONSULTANT to the CITY upon completion of the various tasks of work. Whether the documents are submitted in electronic media or in tangible format, any use of the materials on another project or on extensions of this project beyond the use for which they were intended, or any modification of the materials or conversion of the materials to an alternate system or format will be without liability or legal exposure to CONSULTANT. The CITY will assume all risks associated with such use, modifications, or conversions. The CONSULTANT may remove from the electronic materials delivered to the CITY, all references to the CONSULTANT involvement and will retain a tangible copy of the materials delivered to the CITY which will govern the interpretation of the materials and the information recorded. Electronic files are considered working files only; the CONSULTANT is not required to maintain electronic files beyond 90 days after the project final billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

VII. WORK TASKS

General Assumptions:

1. *The level of effort for each phase and task of work is limited to the amount of labor and expenses indicated in Exhibit A.2. These costs are itemized to aid in project tracking purposes only. The budget may be transferred between tasks, provided the total contracted amount is not exceeded. Additional services beyond these limits will be considered Extra Work.*
2. *The PROJECT duration is anticipated to be 1 month for Task 1, 1 month for Task 2, 1 month for Task 3, and 1 month for Task 4. The preliminary project schedule is as shown in Exhibit A.1. The CONSULTANT is responsible for meeting deadlines for their tasks only; having no control over those portions of the schedule related to the tasks performed by the CITY or any third party.*
3. *Subsurface investigation and remedial action associated with hazardous wastes located within the project limits are not within this scope of services. No hazardous, dangerous, or contaminated soil/ground water will be encountered on or within the project limits. Should any of these materials be encountered, it will be considered Extra Work.*
4. *The analyses, design, plans, specifications, and estimate performed or prepared as part of the PROJECT will be in English units. Metric units will not be used on this PROJECT.*
5. *The conceptual plans will be prepared in accordance with CITY drafting standards, with WSDOT/APWA standards being the default standards to follow, if CITY standards do not exist.*

Task 1 – Project Management / Existing Traffic Analysis

- Project Management / CONSULTANT Coordination

In this task are described those services necessary to plan, perform, and control the various elements of the project so that the needs and expectations of the CITY and other project stakeholders will be met or exceeded.

Assumptions:

- The CONSULTANT's project manager will meet with the CITY's project manager on a monthly basis throughout the project (assume 4 meetings).
- The CONSULTANT will submit monthly invoices with a written summary of project progress to-date and activities expected for the next month.

Task 1.1 Project Reporting/Project Management

Administer the project and coordinate with the CITY to facilitate efficient progress and timely completion.

Elements of work included in this task include:

- Development and Updating of Project Schedule
- Evaluate and Monitor Project Budget

Task 1.2 Meetings. In addition to attending specific meetings as described in other tasks, the CONSULTANT project manager will attend the following meetings:

Meetings	Purpose(Frequency)	Preparation/Documentation
CITY Engineer	Coordination meetings to discuss progress, action items, budget, schedule, upcoming issues (4 meetings)	<ul style="list-style-type: none"> ➤ Prepare agenda. ➤ Meeting minutes summarizing action items, decisions made and strategies
PW Committee	Provide PW Committee briefing on project issues and request input on roundabout (1 meeting)	<ul style="list-style-type: none"> ➤ Prepare agenda. ➤ Summary of decisions made and assigned action items

Task 1.3 Agency Coordination.

Coordination with affected stakeholders including the CITY

Deliverables:

- Monthly Progress Report, (1 copy)
- Meeting minutes, (1 copy each meeting)
- Project Schedule, (1 copy each update)

- Traffic Analysis

Task 1.4 Existing Data Collection and Review.

Review the existing data provided by the CITY. Review collected information against the assumptions made on the project. Categorize and prioritize the information as to the degree it specifically relates to the proposed PROJECT improvements. Document the major findings and determine what additional data or analysis is needed.

Assumption: The CITY will provide to the CONSULTANT existing information, including a.m. and p.m. peak hour traffic counts, and requirements relative to the PROJECT including, but not limited to, the items listed in Section IV of this Exhibit A.

Task 1.5 Site Reconnaissance.

The CONSULTANT team members will visit the site after reviewing the collected existing data taking photographs and video to assist in future corridor studies and for coordination purposes. The site visit will be used to check existing GIS data, aerial mapping data, and as-built maps; noting those features that visibly differ from the existing data collected and determining areas that need additional field survey in the later phases of the PROJECT. Transportation-related data to be collected during the site visit may include channelization inventory, lane widths, signal timing, and pedestrian and bicycle facilities inventory.

Task 1.6 Existing Traffic Analysis.

The CONSULTANT will perform an analysis of the existing traffic at the project intersection to determine existing level of services and other deficiencies associated with the existing intersection. A.M. and P.M. peak hour existing conditions operational analysis at the intersection of Stinson Avenue/Harborview Drive. The CONSULTANT shall use Synchro/SimTraffic to conduct analysis, and shall summarize delay and queues by lane. The analysis will be utilized in the following tasks as a benchmark to evaluate the roundabout alternative and the eventual selection of the roundabout improvement.

Task 2 – Roundabout Development

Assumptions:

- *A topographic survey is not included in this scope. The CONSULTANT shall rely solely on the survey and GIS data provided by the CITY for the development of a conceptual roundabout layout.*
- *The CITY will provide any legal documents or existing survey data available in the project vicinity.*
- *Does not include agency coordination, permit application writing, mitigation planning, or impact analyses. These tasks should be scoped at later phases of the project.*

Task 2.1 Supplemental Survey.

The scope of this project does not include any budget for survey of the existing intersection. If the City desires the Consultant to perform supplemental topographic survey as necessary to provide sufficient detail for use in preparation of the project design report, and final plans then this work shall be negotiated as extra work.

- Alternative Development

Assumptions:

- *One meeting with the PW committee is included in this task for review of the roundabout layout.*
- *The final roundabout alternative will be decided by the City appointed evaluation committee.*

Task 2.2. Conceptual Stage.

Through research and meetings with CITY staff, identify a roundabout alternative to be carried into Preliminary Engineering Stage. Conceptual Stage tasks will include the following:

1. Prepare conceptual level drawings for the roundabout alternative
 - Drawings set will include:
 - Cover sheet
 - Roundabout Layout
 - Roundabout Details
2. Prepare preliminary opinion of construction cost.

Deliverables: Conceptual-level design plans and description for roundabout alternative with cost estimate.

Task 3 – Proposed Traffic Analysis

Task 3.1 Roundabout Traffic Analysis.

The CONSULTANT shall analyze traffic data and perform operational analysis to develop 2009 design year intersection operation to satisfy Gig Harbor intersection standards. The CONSULTANT shall perform the following activities:

1. The CONSULTANT shall forecast 2009 a.m. and p.m. peak hour traffic volumes at the intersection of Stinson Avenue/Harborview Drive. Forecasts will be developed using historical growth trends and City Pipeline Development growth. Before proceeding with analysis, the CONSULTANT shall obtain approval of the growth factor used in forecasting by the CITY.
2. The CONSULTANT shall conduct 2009 a.m. and p.m. peak hour operational analysis at the intersection of Stinson Avenue/Harborview Drive for the roundabout alternative and 1 no action alternative. The CONSULTANT shall use Synchro/Simtraffic and/or SIDRA to conduct capacity analysis.
3. The CONSULTANT shall determine 2009 design year level of service for comparison to CITY's intersection standards.
4. The CONSULTANT shall document analysis in a Traffic Investigation and Analysis Report. The methodology and assumptions made in the analysis will be documented.

Deliverable: *A Traffic Investigation and Analysis Report documenting the traffic counts and analysis completed in this task—up to 30 pages, 1 paper copy and 1 electronic copy in Microsoft Word format.*

Task 4 – Preliminary Design Report

Task 4.1 Preliminary Design Report.

Consolidate all of the necessary information from the conceptual design work and preliminary engineering performed in preceding tasks. Write text for sections of the report as outlined below, prepare graphics, and coordinate the text editing, word processing, review and reproduction of the Stinson Avenue / Harborview Drive Preliminary Design Report. It is assumed that this task will not generate any additional discipline development work. Sections of the report are anticipated to include:

1. Introduction
2. Executive Summary
3. Project Description
 - Site Description
 - Project objectives and background
 - Project elements
 - Reference documents
4. Roundabout Studies
 - Roundabout Design Criteria
 - Roundabout Alternative Selection
5. Proposed Improvements for the Roundabout Alternative
 - Roundabout Features
6. Schedule and Costs

Appendices:

- Evaluation of Alternative
- Conceptual Layout Plans
- Engineer Cost Estimate

Deliverables: Stinson Avenue / Harborview Drive I/S Preliminary Design Report (2 Copies)

- Phase 2 Final Design Scope

Based on the CITY approved Stinson Avenue / Harborview Drive I/S Preliminary Design Report prepared in Task 4., the CONSULTANT will develop and negotiate with the CITY to establish the scope of services and associated budget for Phase 2 – Plans, Specifications and Estimate (PS&E).

Deliverables: Phase 2 – PS&E Scope of Work and Budget

Phase 2 – Final Design

The following tasks are not currently budgeted or included in this contract. The outline of services for Phase 2 – Final Design represents the CONSULTANT's present understanding of the work to be completed during phase 1 of the project, whether performed by the Consultant or CITY staff. Following the preparation of the Stinson Avenue / Harborview Drive I/S Preliminary Design Report (Task 1.12.), the level of effort for Phase 2 will be established and negotiated as part of completing Task 1.14, and the contract amended accordingly. The following task list is provided in this scope for clarification that Phase 1 does not represent the total services to be provided under this contract.

Task 1 - Project Management

Task 2 - Public Involvement

Task 3 - Surveying

Task 4 - Geotechnical

Task 5 - Environmental Documentation / Permitting

Task 6 - Civil

Task 7 - Site Drainage and Utilities

Task 9 - Structures (Walls)

Task 9 - Special Provisions

Task 10 - Quality Assurance

Task 11 - Quantities & Cost Estimate

Task 12 - Assemble & Submit Documents

Task 13- Respond to Review Comments

Task 14 - Assistance during Pre-Bid & Bid Periods

Task 15 - Prepare Phase 3 Construction Engineering Scope / Budget

Phase 3 - Construction Assistance

The following tasks are not currently budgeted in this contract. The outline of services for Phase 3 - Construction Assistance represents the CONSULTANT's present understanding of the potential services to be provided. Following the preparation of the contract documents (Phase 2), the level of effort for Phase 3 will be established and negotiated as part of completing Task 15., and the contract amended accordingly. The task listing is provided in this scope for clarification that Phase 1 does not represent the total services to be provided under this contract.

Task 1 - Project Administration

Task 2 - Preconstruction Conference

Task 3- Construction Review Services

Task 4 - Construction Observation

Project Name: Stinson Avenue/Harborview Drive
 Client Name: Gig Harbor.
 Client No.
 Project No.

Exhibit B

Prepared by: DRS
 Date: 6/16/2003
 Checked by: MJT
 Date: 6/17/2003

TASK NO.	TASK	HOURS/ DOLLARS	TR	DRS	BVL	M/S	SD	DM	DG	
			Senior PM \$52.10	Senior PM \$47.12	Professional \$31.74	Jr. Professional \$27.50	Word Proc. \$20.00	Graphic illus. \$23.50	Controller \$23.80	Program Assistant \$18.00
1.1	Project Management	12 \$378.88		4 \$189.48				8 \$190.40		
1.2	Meetings	12 \$585.44		12 \$585.44						
1.3	Agency Coordination	2 \$94.24		2 \$94.24						
1.4	Existing Data Collection and Review	5 \$157.12		1 \$47.12		4 \$110.00				
1.5	Site Reconnaissance	10 \$300.44			6 \$190.44	4 \$110.00				
1.8	Existing Traffic Analysis	6 \$181.96			4 \$126.96	2 \$55.00				
2.1	Supplemental Survey									
2.2.1	Conceptual Level Drawings	40 \$1,413.82		16 \$753.92		24 \$660.00				
2.2.2	Preliminary Cost Estimate	5 \$157.12		1 \$47.12		4 \$110.00				
3.1.1	2008 Forecasts	10 \$368.12	2 \$104.20		8 \$253.92					
3.1.2	2008 Analysis	21 \$636.90	1 \$52.10		20 \$634.80					
3.1.3	LOS Determination	4 \$182.70	1 \$52.10	1 \$47.12	2 \$63.48					
3.1.4	Documentation	46 \$1,271.32	2 \$104.20	1 \$47.12	20 \$534.80		12 \$282.00	4 \$95.20	8 \$108.00	
4.1	Preliminary Design Report	28 \$872.72		6 \$282.72		20 \$550.00	2 \$40.00			
	QA/QC	6 \$297.66	3 \$156.30	3 \$141.36						
TOTALS		208 \$6,708.14	9 \$468.80	47 \$2,214.64	60 \$1,904.40	68 \$1,595.00	2 \$40.00	12 \$282.00	4 \$95.20	8 \$108.00

Direct Salary	\$6,708.14
Overhead @ 173.15%	\$11,614.84
Subtotal	\$18,323.08
Fee @ 15.00 %	\$1,908.22
Outside Reimbursables	\$500.00
Subconsultants	
GRAND TOTAL =	\$19,828.30

OUTSIDE REIMBURSABLES	
Per Diem	
Lodging	
Mileage/pers. Vehicle (\$0.365/mile)	\$300.00
Travel	
Meals	
Supplies	
Reproduction	\$200.00
Telephone	
Postage/Delivery	
Other	
Markup for Reimb. =	
Total:	\$500.00

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on SEPTEMBER 30, 2003. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and SEPTEMBER 30, 2003, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LORRAINE LEE, Director
Regulatory Services
Enclosures

RECEIVED

JUN - 5 2003

CITY OF GIG HARBOR

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR, WA 98335

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20030930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THE CAPTAIN'S MATE, INC.	THE KEEPING ROOM, CANDLES & WINE ETC. 3306 HARBORVIEW DR GIG HARBOR WA 98332 2126	083190	BEER/WINE SPECIALTY SHOP
2 STILE, INC.	HARBOR ROCK CAFE' 6565 KIMBALL DR GIG HARBOR WA 98335 0000	081255	BEER/WINE REST - BEER/WINE
3 PANDA INC.	HUNAN GARDEN RESTAURANT 5500 OLYMPIC DR GIG HARBOR WA 98335 0000	076567	SPIRITS/BR/WN REST SERVICE BAR
4 JU, SUN WOO	KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000	077031	BEER/WINE REST - BEER/WINE
5 SPIRO'S BELLA NOTTE', INC.	SPIRO'S BELLA NOTTE' PIZZA & PASTA 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000	363055	SPIRITS/BR/WN REST LOUNGE +

RECEIVED
JUN - 5 2003
CITY OF GIG HARBOR

NOTICE OF LIQUOR LICENSE APPLICATION

0

RETURN TO:

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

TO: CITY OF GIG HARBOR
RE: NEW APPLICATION

DATE: 6/09/03

CORRECTED

UBI: 602-247-871-001-0001

License: 085327 - IJ County: 27

Tradename: TOKYO TERIYAKI

Address: 3111 JUDSON ST
GIG HARBOR

WA 98335-1221

APPLICANTS:

STOUT, PYONG SUK

1956-08-15 254-37-0648

KIM, JAE YOU

(Spouse) 1963-12-15 534-15-7452

Phone No.: 253-853-3232 PYONG SUK STOUT

Privileges Applied For:
BEER/WINE REST - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time.

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBER'S
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS – HAZEN REQUEST (ANX 03-02)
DATE: JUNE 23, 2003

INFORMATION/BACKGROUND

The City has received a 'Notice of Intention to Commence Annexation Proceedings' for approximately 8.39 acres of property located east of Soundview Drive and north of 64th Street within the City's Urban Growth Area (UGA). Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is Single-Family Residential (R-1).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment on June 5, 2003. Pierce County had not commented on the legal description or boundary related issues as of June 17, 2003.

Additionally, this request was distributed to the City Administrator, Chief of Police, Director of Operations, Engineer, Building Official/Fire Marshal, Finance Director and Pierce County Fire District #5 for review and comment on June 9, 2003.

The Council is required to meet with the initiating parties within sixty (60) days of the filing of the request to commence annexation proceedings to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

The Council set the date of June 23, 2003 for such a meeting on June 9, 2003. Notice of the June 23, 2003 meeting was sent to property owners of record within the area proposed for annexation on June 10, 2003.

If accepted, the process will then move forward with the circulation of a formal petition for annexation. The petition must be signed by the owners of a majority of the acreage and a majority of the registered voters residing in the area considered for annexation.

POLICY CONSIDERATIONS

The Chief of Police has identified no public safety related impacts and has no opinion on the annexation as proposed.

Pierce County Fire District #5 had no comment on the annexation as proposed.

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and did not identify any building or fire code related reasons to object to the request.

The City of Gig Harbor Engineer reviewed this request and had no comment on the annexation as proposed.

It should be noted that the Hazen's have submitted an application for a short subdivision (4 lots) of their property and submitted a proposed amendment to the February 2002 Wastewater Comprehensive Plan for the extension of sanitary sewer from Cascade Avenue to serve this area.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation.

RCW 36.93.180

Objectives of boundary review board.

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

Comment: The proposed annexation area is developed residentially with single-family and duplex residential dwellings.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

Comment: The proposed annexation is bounded by 64th Street to the south and the existing City limits to the north and west.

- (3) Creation and preservation of logical service areas;

Comment: The proposed annexation would not alter any service area boundaries.

(4) Prevention of abnormally irregular boundaries;

Comment: The proposed annexation would create an abnormally irregular boundary to the east. It is recommended that the City Council geographically modify the eastern boundary of the proposed area to include five (5) additional lots to prevent the creation of an abnormally irregular boundary. This geographic modification to the boundary would increase the size of the area proposed for annexation from approximately 8.39 acres to approximately 11.03 acres (Exhibit A & B).

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

Comment: Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the City's Urban Growth Boundary.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Comment: The proposed annexation is of an unincorporated area with lot sizes ranging from 0.19 to 1.27 acres in size, consistent with lots that are of urban character. The area is developed with seven (7) duplex residential units and five (5) single-family residential units. The proposed annexation area is within the City's Urban Growth Boundary and is planned for urban levels of development.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Comment: The proposed annexation does not involve designated agricultural or rural lands.

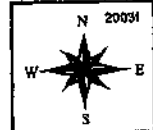
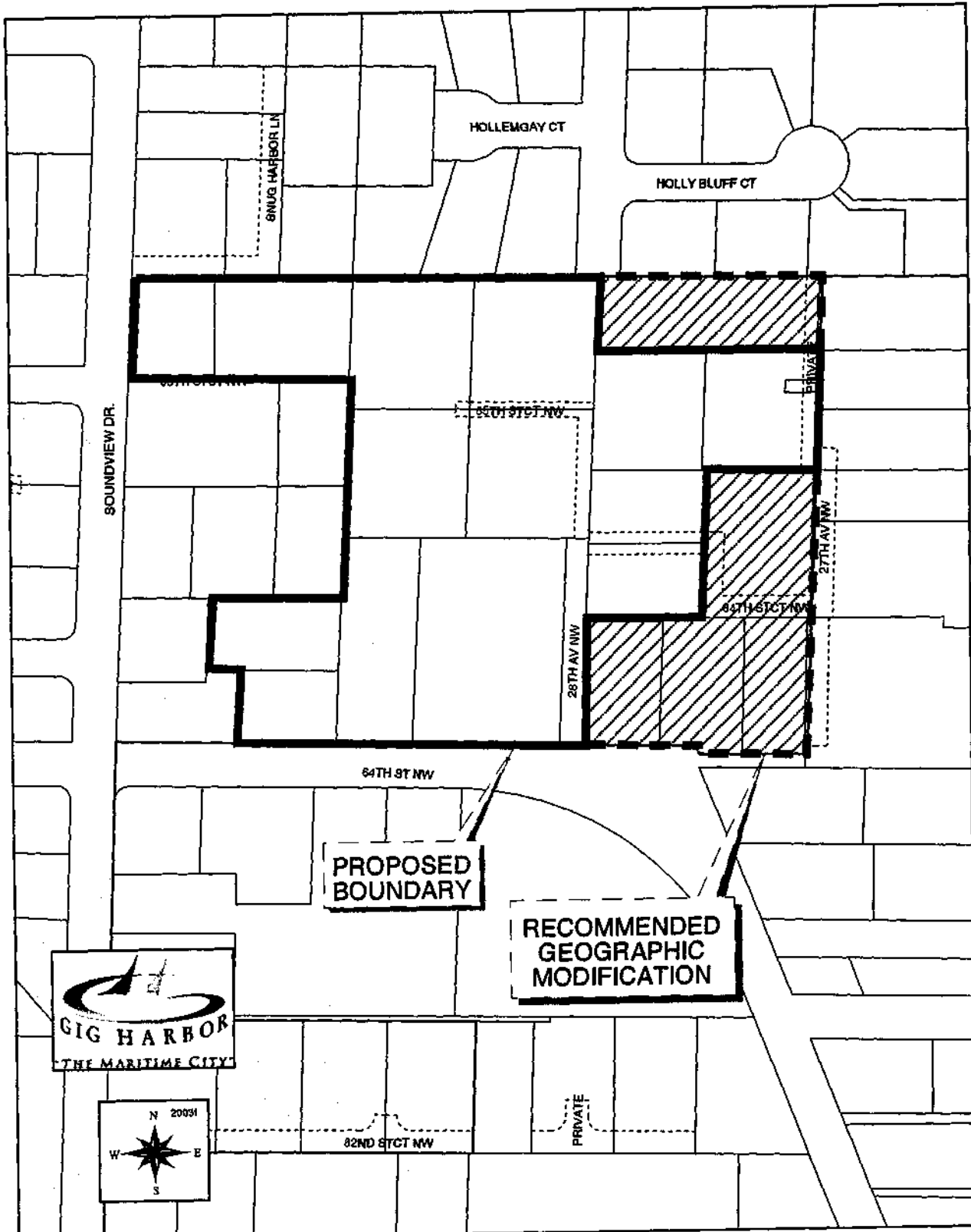
FISCAL CONSIDERATIONS

The Finance Director has noted that financial impacts from this proposed annexation would not be significant to the City.

RECOMMENDATION

I recommend that the Council accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed;
2. The City shall require that the legal description and map be revised to reflect a modification of the eastern boundary of the proposed area by inclusion of an additional five (5) lots to prevent the creation of an irregular boundary (Exhibit A & B); &
3. The City will require the simultaneous adoption of Single-Family Residential (R-1) zoning for the proposed area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686.



PROPOSED BOUNDARY

RECOMMENDED GEOGRAPHIC MODIFICATION

EXHIBIT A
PROPOSED ANNEXATION (HAZEN ANX 03-02)
PAGE

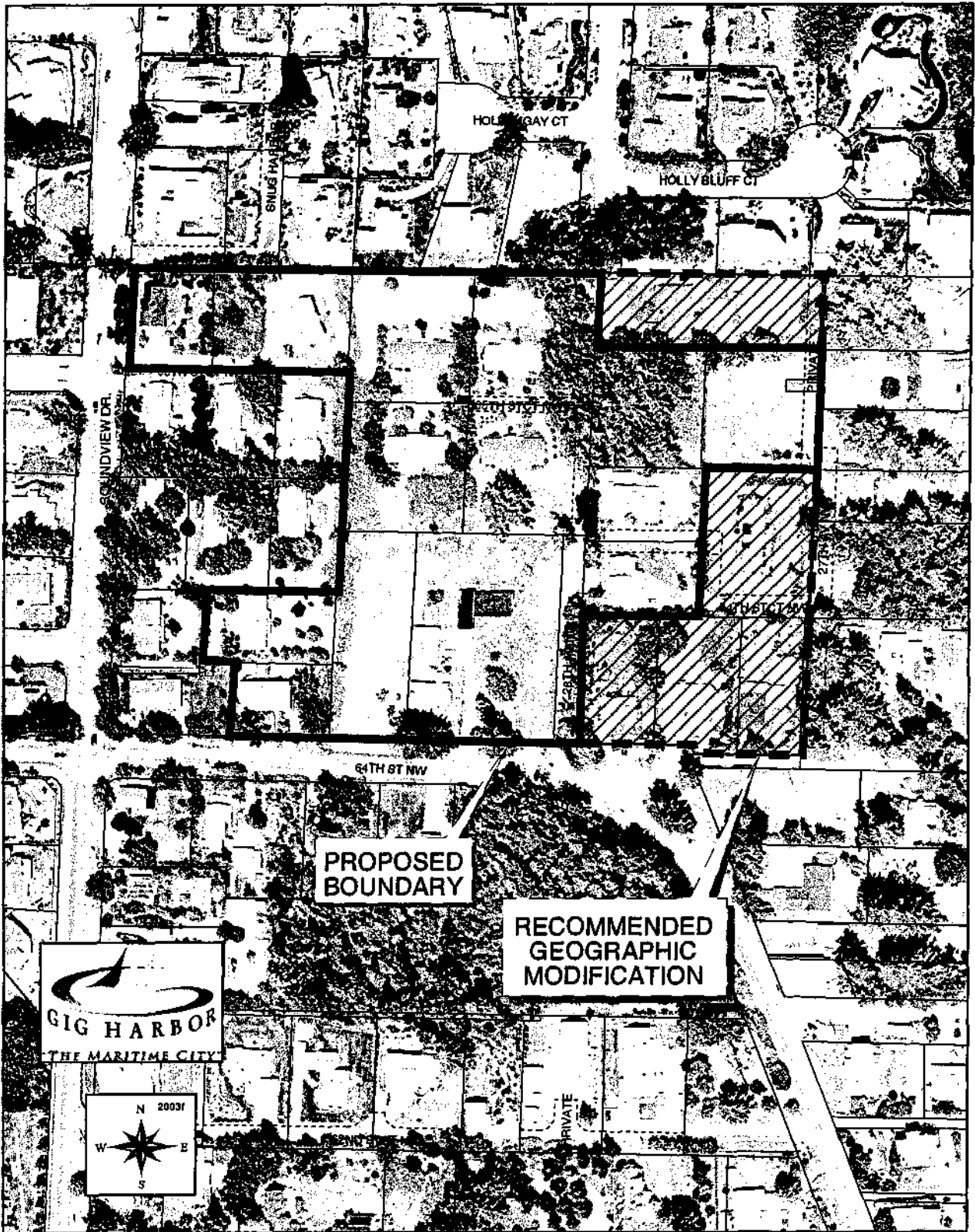


EXHIBIT B
 PROPOSED ANNEXATION (HAZEN ANX 03-02)
 PAGE

Joe & Linda Hazen
2811 64th ST NW
Gig Harbor, WA 98335
253-858-9009

RECEIVED
CITY OF GIG HARBOR
JUN 04 2003
COMMUNITY
DEVELOPMENT

June 4, 2003

John Vodopich
Community Development
3510 Grandview Street
Gig Harbor, WA 98335

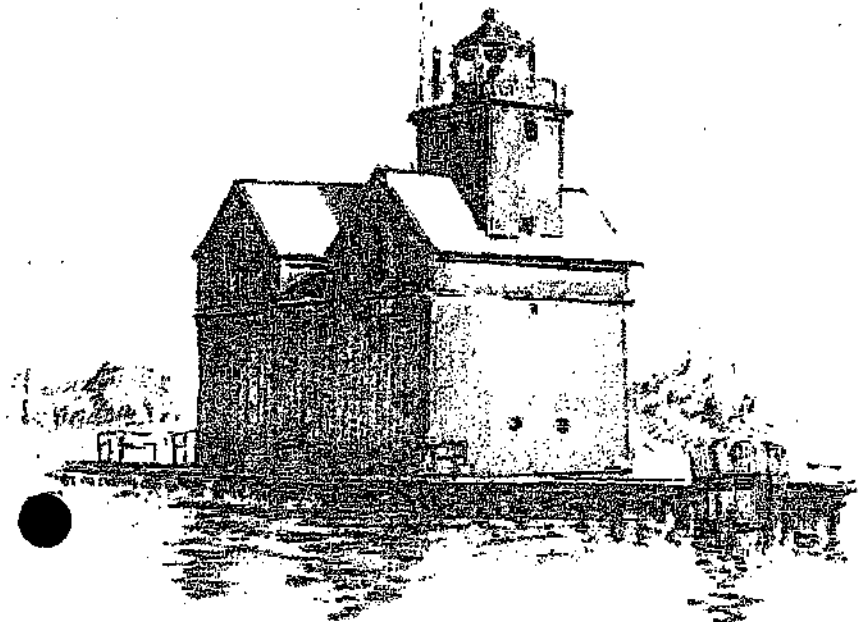
Dear Mr. Vodopich;

The following pages are the forms and information necessary to begin the annexation process. If I am missing anything else required please let me know as soon as possible.

As we are racing the fall weather on our building project, we would appreciate an appointment with the City Council as soon as possible. Thank you for your help in this and our development process.

Sincerely,


Linda Hazen



NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS

RECEIVED
CITY OF GIG HARBOR
JUN 04 2003
COMMUNITY
DEVELOPMENT

The Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>Linda Hazen</i>	Linda Hazen	2811 64 th ST NW 0221084080 0221084105	6/2/03
<i>Carlene Johnson</i>	Carlene Johnson	64 th ST NW 0221084082	6/02/03

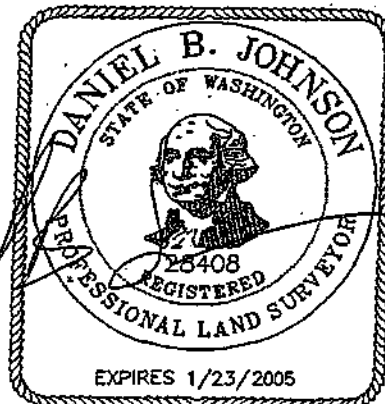
RECEIVED
CITY OF GIG HARBOR
JUN 04 2003
COMMUNITY
DEVELOPMENT

LEGAL DESCRIPTION
of
PROPOSED ANNEXATION TO GIG HARBOR
for
Joe & Linda Hazen

A parcel of land in the Southwest Quarter of the Southeast Quarter of Section 8, Township 21 North, Range 2 East, W.M., in Pierce County, Washington, described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of Section 8, Township 21 North, Range 2 East, W.M., in Pierce County, Washington; thence S 88°48'46" E along the south line of said southeast quarter, 200.64 feet; thence N 2°27'47" E, 30.00 feet to the north margin of 64th Street NW and the TRUE POINT OF BEGINNING; thence N 2°27'47" E, 104.03 feet; thence N 88°48'46" W, 49.93 feet; thence N 2°27'47" E, 96.02 feet; thence S 88°48'46" E, 179.96 feet; thence N 2°27'47" E, 294.94 feet to the southeast corner of Short Plat 79-531; thence N 88°48'46" W, 300.00 feet to the easterly margin of Soundview Drive; thence N 2°27'47" E along said margin, 135.00 feet; thence S 88°48'46" E along the north line of Short Plat 79-531 and Short Plat 75-356 a distance of 630.00 feet; thence S 2°27'47" W along the east line of Short Plat 75-356, a distance of 101.64 feet; thence S 88°48'46" E, 300 feet; thence S 2°27'47" W, 160.00 feet to the northeast corner of Lot 3, Short Plat 77-309; thence N 88°48'46" W, 150.00 feet to the northwest corner of said Lot 3; thence S 2°27'47" W, 198.00 feet to the southwest corner of said Lot 3; thence N 88°48'46" W, 150.00 feet to the southwest corner of Lot 2, Short Plat 77-309; thence S 2°27'47" W, 170.75 feet, more or less, to the north margin of 64th Street NW; thence N 88°48'46" W, along said margin, 460.03 feet to the True Point of Beginning.

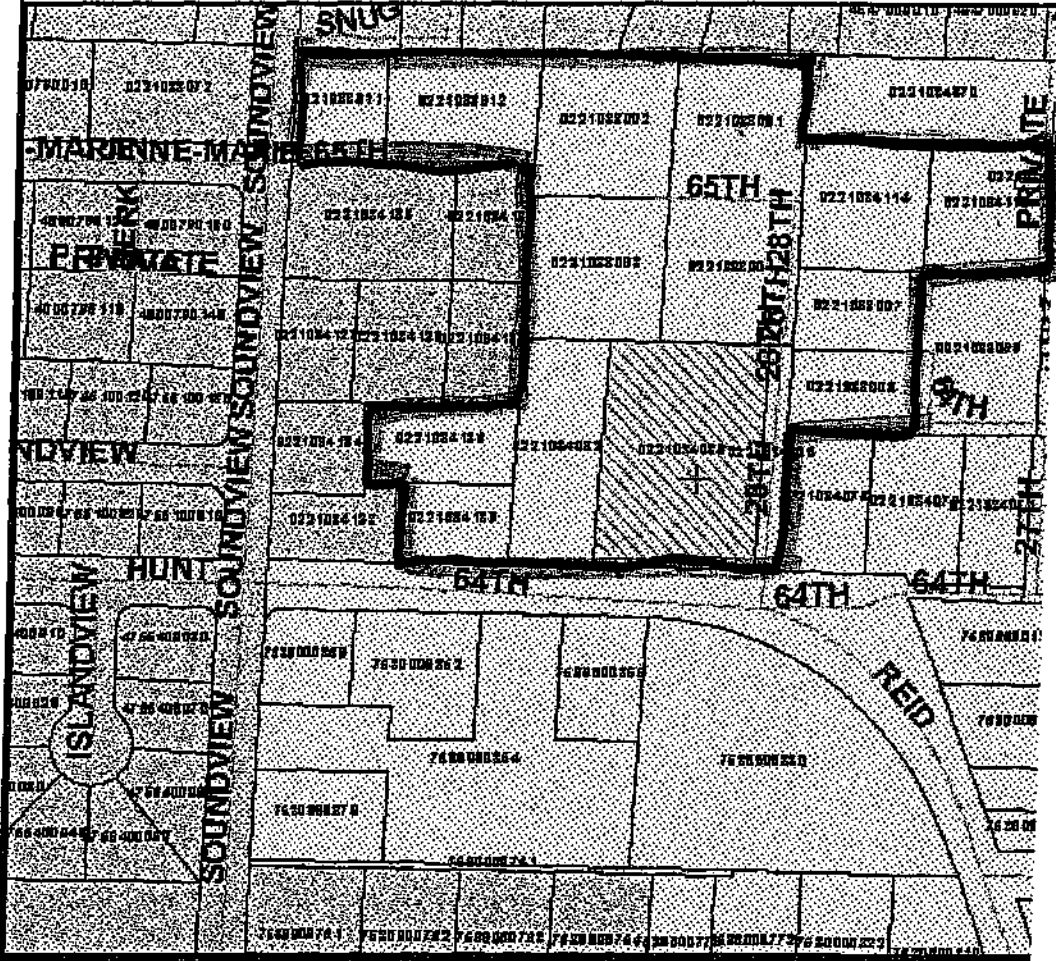
Daniel B. Johnson
6/4/03





- Points of Interest
- Streets
- Major Highways
- Parks
- Property
- Cities
 - Cities
 - Pierce County

1 Inch = 0.06 miles
Scale 1:3,504



Tax Parcels Report

Identify results for Tax Parcels.

Tax Parcel	Acres	Land Value	Improvement Value	Land Use	More Information	More Information
0221084080	1.27	83100	129900	SINGLE FAMILY DWELLING.	Click here for owner name and other Assessor-Treasurer information.	Click here for Auditor recorded documents.

This page was last updated on April 16, 2003.
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'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBER'S
FROM: JOHN P. VODOPICH, AICP
SUBJECT: REQUESTED AMENDMENTS TO THE PIERCE COUNTY
DATE: JUNE 23, 2003
COMMUNITY DEVELOPMENT DIRECTOR
COMPREHENSIVE PLAN

INTRODUCTION/BACKGROUND

In January 2003, the City received notice from the Pierce County Council that they had received six (6) applications from individuals requesting amendments to the County Comprehensive Plan affecting properties adjacent to and within our Urban Growth Area (UGA). At the February 10, 2003 meeting, the City Council reviewed these applications and submitted a letter responding to the County Council on February 11, 2003 (enclosed).

After consideration of the applications, Pierce County decided to review applications T-18, Tacoma Narrows Airport; M-9, City of Tacoma; U-11, Watland; U-12, Miller; and U-13, Roby/Campen. The City Council has previously considered and recommended approval of the Watland (U-11) and Miller (U-12) requests.

It is appropriate for the City Council to review and comment on all of the applications now under consideration by the County. I have enclosed a copy of the background materials on each of these applications provided by Pierce County.

Notice of the June 23, 2003 meeting at which the Council would be considering these applications was sent to each of the proponents on June 11, 2003.

I have drafted a response to the Pierce County for your review and consideration.

POLICY CONSIDERATIONS

T-18, Tacoma Narrows Airport & M-9, City of Tacoma - These proposals request reclassification of the Tacoma Narrows Airport from the Rural Airport (RA) designation to a new Essential Public Facility - Airport (EPF-A) designation. The proposal would also reclassify all properties surrounding the airport in the Rural Airport Overlay (RAO) to a new Airport Area of Influence (AAI) designation. The City of Gig Harbor has maintained a position that any change, physically or policy related, should not result in the ability of the airport to accommodate larger aircraft. A statement made by the City of Tacoma supports this position that the proposed runway safety project will not include any paving or extension of the existing runway or taxiway north of Stone Road.

It is appropriate that the City of Gig Harbor comment on these proposals and reiterate our position of opposition to physical improvements or policy amendments that would result in the ability of the airport to accommodate larger aircraft.

U-11, Watland - This proposal is to add an additional 12.6 acres to the City Urban Growth Area (UGA). The request has come before Council on several previous occasions and has been supported. The May 28, 2003 Pierce County Draft Staff Report recommends denial of the proposed amendment due to the proximity of the property to the Tacoma Narrows Airport. While in the vicinity of the airport, the property does not appear to be within the Federal Aviation Administration (FAA) Clear Zone unless the runway is extended north of Stone Road. It is appropriate that the City reiterate our support of this proposed amendment.

U-12, Miller - This proposal is to add an additional 25 acres to the City Urban Growth Area. This property was historically included in the Urban Growth Area (UGA) but was recently removed with the adoption of the Gig Harbor Peninsula Community Plan. Initially, staff recommended removal of the property based on apparent presence of wetlands on-site. The Council reviewed this request in February 2003 and recommended inclusion of the property in the UGA. The May 28, 2003 Pierce County Draft Staff Report recommends approval of the proposed amendment based on the support of the City of Gig Harbor.

U-13, Roby/Campen - This proposal is to add an additional 40 acres to the City Urban Growth Area. The policy implications of this request have not been fully assessed. If approved, various City Comprehensive Plans would need to be amended (i.e. Land Use Comprehensive Plan, Transportation Plan, Wastewater Plan, etc.). The May 28, 2003 Pierce County Draft Staff Report recommends denial of the proposed amendment based on the present lack of need for additional urban residential or employment lands and the lack of commitment to provide adequate public facilities by the City of Gig Harbor.

The Miller (U-12) and Roby/Campen (U-13) requests are for the inclusion of properties adjacent to one another. Wetland constraints are similar to all properties in this area. The present lack of need for additional urban residential or employment lands as identified in the September 2002 Buildable Lands Report would apply equally to both proposals. Finally, in general terms it is preferable to have regular, rather than abnormally irregular boundaries. The staff recommendation is that both proposals be treated equally.

FISCAL IMPACTS

Fiscal impacts associated with these requests would be minimal until such a time as these areas requested annexation to the City.

RECOMMENDATION

I recommend that Council submit the attached letter to the Pierce County in response to these requested comprehensive plan amendments.



June 23, 2003

Pierce County
Planning and Land Services
ATTN: C.E. "Chip" Vincent
2401 South 35th Street
Tacoma, WA 98409-7460

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

DRAFT FOR COUNCIL CONSIDERATION

Dear Mr. Vincent:

This letter is in response to your request that the City comment on the proposed amendments to the County Comprehensive Plan affecting properties adjacent to and within our Urban Growth Area. The City appreciates Pierce County's willingness to solicit our input prior to taking action.

The City Council considered these requests at the June 23, 2003 City Council meeting and offers the following comments for your consideration:

- **T-18, Tacoma Narrows Airport & M-9, City of Tacoma** – The City is extremely concerned that these amendments not be used as future justification to expand the capability of the Tacoma Narrows Airport to accommodate larger aircraft. The City has previously provided comment on the proposed Tacoma Narrows Airport Runway Safety Project and supports the improvement of general aviation safety at the Tacoma Narrows Airport. It has been noted that the runway safety project will not include any paving or extension of the existing runway or taxiway north of Stone Road. Nonetheless, we are concerned that these safety related improvements not be constructed in such a manner that would justify the future extension of the runway or taxiway north of Stone Road. Any such future proposals to extend the length of either the runway or taxiway north of Stone Road will be strenuously opposed by the City of Gig Harbor.
- **U-11, Watland** - As part of the process to update the Gig Harbor Peninsula Community Plan, the City previously recommended that this area be added to the Urban Growth Area. It is our understanding that this property is not within the Federal Aviation Administration (FAA) Clear Zone for the Tacoma Narrows Airport and therefore should not be excluded from consideration due to aviation related concerns. The City recommends that this request be granted.
- **U-12, Miller & U-13, Roby & Campen** – The City recommends that these applications be treated in a similar manner. Environmental (wetland) conditions and the adequacy of public facilities would be similar for either property. The present lack of need for additional urban residential or employment lands as identified in the September 2002 Buildable Lands Report would apply equally to

both proposals and should not be used as justification for denial of one proposal but not the other. Approval or denial of one application but not the other, as recommended by Pierce County staff (May 28, 2003 Draft Staff Report) would create an irregular Urban Growth Area boundary.

Thank you again for the opportunity to review and comment on these applications. If you have any questions or comments regarding the City of Gig Harbors position on these applications, please do not hesitate to contact Mr. John Vodopich, Community Development Director. Mr. Vodopich can be reached by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,

Gretchen A. Wilbert
Mayor



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

February 11, 2003

Pierce County
Office of the County Council
ATTN: Anna S. Graham
930 Tacoma Avenue South, Room 1046
Tacoma, WA 98402-2176

Dear Ms. Graham:

This letter is in response to your January 14, 2003 correspondence requesting that the City comment on the six (6) applications received from individuals requesting amendments to the County Comprehensive Plan affecting properties adjacent to and within our Urban Growth Area. The City appreciates Pierce County's willingness to solicit our input prior to taking action.

Regrettably, the City has no formalized process for considering proposals such as these. We anticipate that such a process could be developed and implemented by mid 2003. However, this does not fit with your proposed timeline. Nonetheless, the City Council did consider these requests at the February 10, 2003 City Council meeting and offers the following comments for your consideration:

- Public notification of these applications is essential. The City has heard many comments that County residents did not realize that their property was under consideration for re-designation in the Gig Harbor Peninsula Community Plan. Direct mailing to the property owners within these areas to inform them of these requests should be done by Pierce County.
- **PA-31, Root** - The City has designated property in this vicinity as mixed use and employment center. The requested designation of neighborhood center is much more intensive than the current pre-annexation zoning of this property as Residential and Business (RB-2). The request is inconsistent with the City pre-annexation zoning of this property. The City recommends that this request not be approved;
- **PA-10, Watland** - As part of the process to update the Gig Harbor Peninsula Community Plan, the City previously recommended that this area be added to the Urban Growth Area. While the southern half of the property appears to be constrained by wetlands, the northern portion appears to be developable. The City recommends that this request be granted;
- **PA-13, Chidester** - As part of the process to update the Gig Harbor Peninsula Community Plan, the City previously recommend that this area be removed from the Urban Growth Area due to the presence of wetlands. The City recommends that this request not be approved;
- **PA-18, Miller** - The City recommends that this request be approved;
- **PA-38, Godulas** - Withdrawn by the applicant.

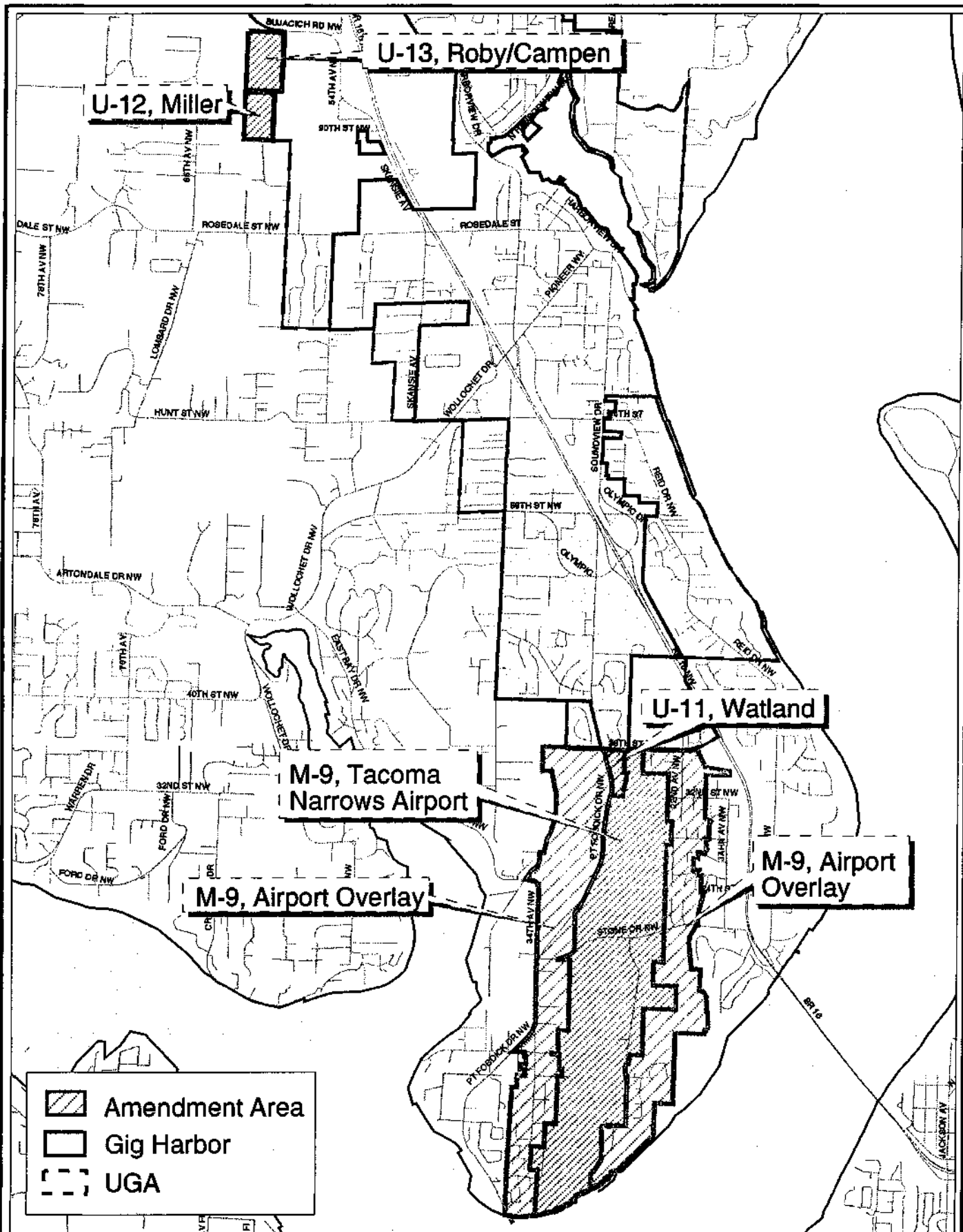
- **PA-44, Fisher & Leahy** - As part of the process to update the Gig Harbor Peninsula Community Plan, the City previously considered and opposed a similar request for property located to the north (Cyr/Paulson). The City recommends that this request not be approved.




Thank you again for the opportunity to review and comment on these applications. If you have any questions or comments regarding the City of Gig Harbors position on these applications, please do not hesitate to contact Mr. John Vodopich, Community Development Director. Mr. Vodopich can be reached by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,

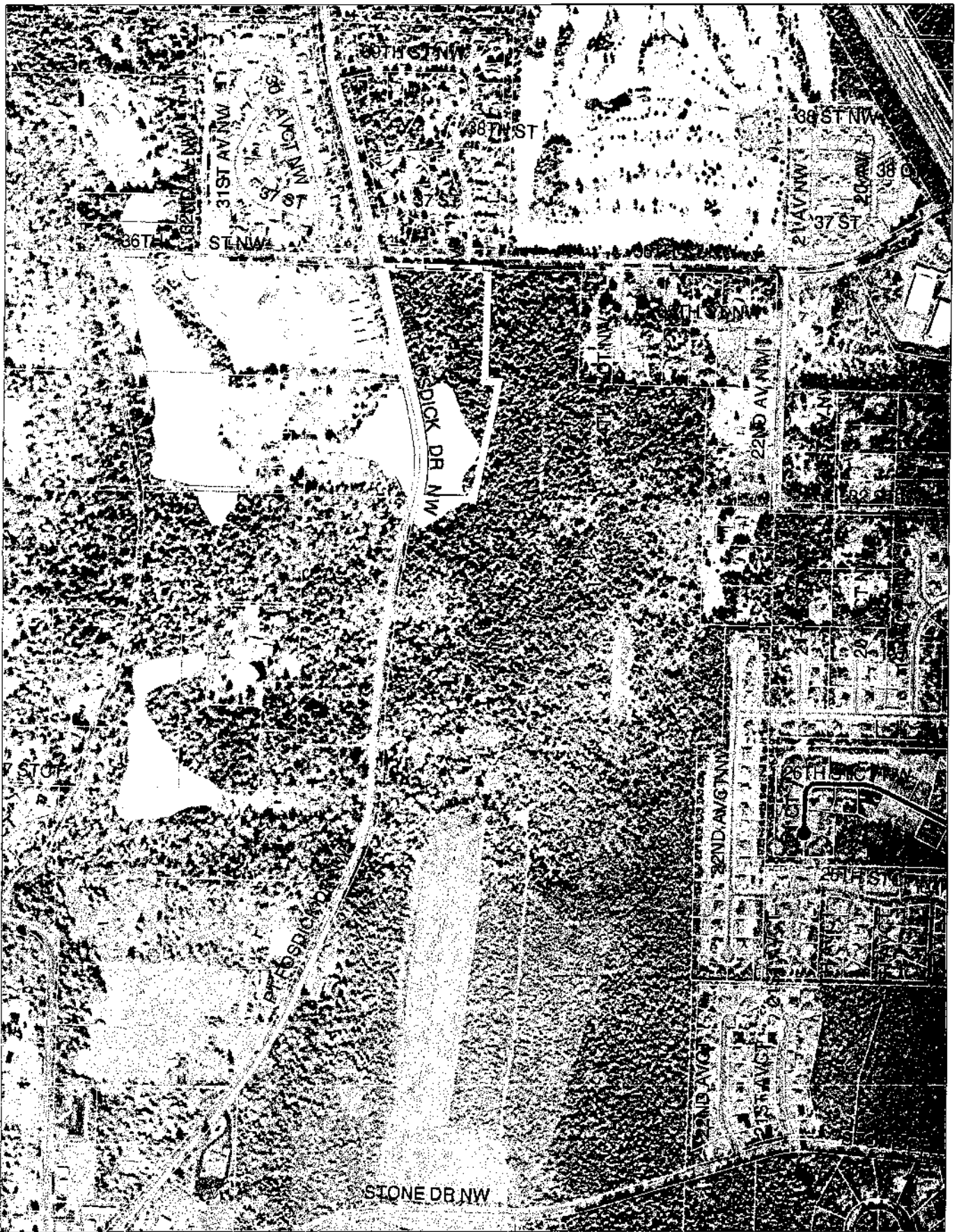


Gretchen A. Wilbert
Mayor



	Amendment Area
	Gig Harbor
	UGA

2003 Pierce County Comprehensive Plan Amendments



U-11, Watland

Wetlands



U-13, Roby/Campen and U-12, Miller Wetlands

Amendment T-12, Planning and Land Services Department: Community Plans

This amendment amends the Community Plans Element to stipulate that provisions in community plans may be more restrictive, but not less restrictive than in the Comprehensive Plan.

Amendment T-13, Planning and Land Services Department: Village Center in Upper Nisqually Community Plan

This amendment amends the Upper Nisqually Community Plan to change the Village Center designation to provide for employee housing and emergency shelter, and to make technical changes.

Amendment T-14, Planning and Land Services Department: Master Planned Resorts

This amendment adds policies to the Land Use Element to include existing MPRs, and changes the land use designation from Forest Land and Rural 20 to Master Planned Resort at Crystal Mountain resort and the adjacent Gold Hills subdivision.

Amendment T-15, Planning and Land Services Department: Institution Master Overlay

This amendment establishes a new overlay on the Land Use Map, called Institution Master Overlay. This overlay could be placed over universities and other educational sites, and other institutions. It would include areas included in the institution's master plan. As part of this amendment, the overlay would be placed over the area included in the Master Plan for Pacific Lutheran University.

Amendment T-16, Planning and Land Services Department: Title 19 Update

This amendment makes changes to the History and Background portion of Comprehensive Plan (PCC Title 19). This technical amendment is needed to update information from the original 1994 Plan.

Amendment T-17, Planning and Land Services Department: Title 19A Update

This amendment makes changes to the Policies and Maps portion of Comprehensive Plan (PCC Title 19A). This technical amendment is needed to update information from the original 1994 Plan, and to change the name of the Land Use Map.

Amendment T-18, City of Tacoma: Tacoma Narrows Airport

This amendment makes changes to the Comprehensive Plan and Gig Harbor Peninsula Community Plan regarding the Tacoma Narrows Airport, the Essential Public Facility designation, and the associated overlay, and modifies the relationship of Tacoma and the County in permitting for the designation.

F:\WPFILES\LONG\2003\AMEN\FORMS\LIST.TEXT.DOC

Subject: Area-Wide Map Amendment - M-7, Snelson, Richard: High Density Residential District (HRD), Spanaway area, NE corner of 176th Street E. and 22nd Avenue E.

This proposal is to reclassify ten parcels on 11.2 acres from Moderate Density Single Family (MSF) to High Density Residential District (HRD). The HRD designation would permit concentrations of high density residential uses and limited retail and commercial uses. The MSF designation permits a density of two to six dwelling units per acre.

Subject: Area-Wide Map Amendment - M-8, Chantry, Corey & Nadine: Mixed Use District (MUD), Spanaway area, 161st and 162nd Street E., one block east of Pacific Avenue

This proposal is to reclassify 3 parcels on 1.3 acres from High Density Residential District (HRD) to Mixed Use District (MUD). The MUD designation would permit concentrations of commercial, office and multi-family development. The HRD designation permits concentrations of high density residential uses and limited retail and commercial uses.

Subject: Area-Wide Map Amendment - M-9, City of Tacoma: Essential Public Facility - Airport (EPF-A), Gig Harbor area, Tacoma Narrows Airport

This proposal is to reclassify two parcels on 567 acres from Rural Airport (RA) to a new designation, Essential Public Facility - Airport (EPF-A). The EPF-A designation would permit uses consistent with airport functions. The proposal would also reclassify all property surrounding the airport that contains the Rural Airport Overlay (RAO) to a new overlay, Airport Area of Influence (AAI). Currently, the RAO designation places restrictions on the use of land, to protect the airport from neighboring land uses that are incompatible with aviation activities, and to provide buffering between uses. The proposed map amendment would change the names used to describe the designation at the airport and the overlay classification adjacent to the City owned lands.

Subject: Area-Wide Map Amendment - M-10, Pierce County Council: Technical Amendment to reclassify properties defined as technical map amendments.

This proposal is a technical amendment to reclassify and rezone properties defined as technical map amendments: corrections of cartographic and clerical errors, addressing annexations and incorporations, and requests for agricultural conversions where the property no longer meets the definition of agriculture pursuant to PCC 19A.30.070 A. and is being reclassified to the surrounding rural designation. This includes proposed agricultural conversions by Dunning, Rozgowski, and The Buttes, plus others to be identified.

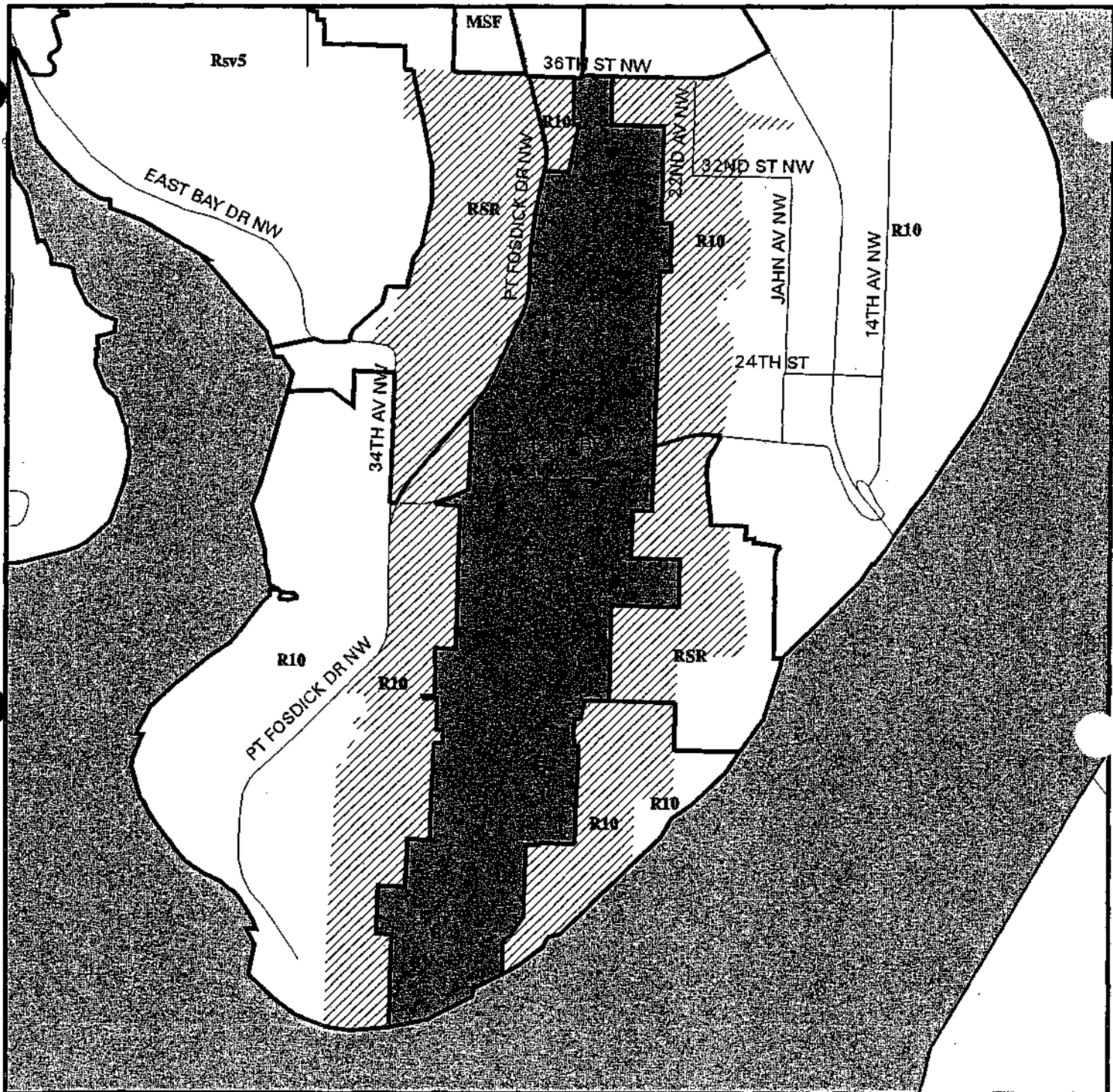
URBAN GROWTH AREA AMENDMENTS

Subject: Urban Growth Area Amendment - U-1, Planning and Land Services Department: Urban Service Area (USA) boundary between the cities of Fife and Milton

This proposal is to adjust Urban Service Area (USA) boundaries to resolve an overlap between the Fife and Milton USAs. The amendment reflects an administrative interpretation issued by the Planning and Land Services Director on April 4, 2002.

Subject: Urban Growth Area Amendment - U-2, City of Puyallup: Moderate Density Single Family (MSF) and Employment Center (EC)

This proposal is to add 186 acres to the City of Puyallup's Urban Service Area (USA) and to remove 17.8 acres from its USA, to avoid having the USA boundary split parcels, and to include properties within the City's USA that obtain their access only through the current USA and/or City limits, and to remove some properties from the City's USA, as they are only accessible via roads that lie outside the current USA. The proposal would also result in minor changes to the Comprehensive Urban Growth Area. The proposal is at three locations: along the southeast border of the City's USA; along the east border of the City's USA at Pioneer Way E.; and west of the City and USA between Pioneer Way and Clark's Creek. If approved, the affected parcels would be designated MSF, except for parcels along Pioneer Way, which would be designated EC. The MSF designation would permit single-family and two-family residential uses at a density of two to six dwelling units per acre. The EC designation would permit a concentration of office parks, corporate office campuses, manufacturing, assembly, warehousing and other industrial development.



2003 PROPOSED AREA-WIDE MAP AMENDMENT

Amendment #M-9 Tacoma Narrows Airport

Initiated by City of Tacoma



Reclassify from RA to Essential Public Facility- Airport (EPFA)



Overlay of 'Airport Area of Interest' (AAOIO)

Department of Planning & Land Services

March 7, 2003

Scale = 1:24,000



Pierce County

Geographic Information System

**Pierce County**

Department of Planning and Land Services

CHUCK KLEEBERG
Director2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7210 • FAX (253) 798-3680

May 28, 2003

REVISED DRAFT STAFF REPORT

TO: Pierce County Planning Commission

FROM: C.E. "Chip" Vincent, Principal Planner, Planning & Land Services Department

**SUBJECT: URBAN GROWTH AREA AMENDMENT U-11
WATLAND - GIG HARBOR MSF/SF**

U-11 WATLAND - GIG HARBOR MSF/SF
Initiated by: Pierce County Council, R2003-8s
Applicant: Jay W. Watland

General Description

This proposal is to add 12.6 acres to the City of Gig Harbor's Urban Growth Area. If approved the affected parcel would be changed from the Rural-10 designation to the Moderate Density Single-Family (MSF) designation. The MSF designation would be implemented through the Single Family (SF) zone. The R-10 designation allows agricultural uses and residential uses at a density of one dwelling unit per ten acres with incentives to increase density to 2.5 dwelling units per ten acres. The MSF designation would permit single-family and two-family residential uses at a density up to six dwelling units per acre. The SF zone would limit those MSF uses to single-family residences at a density of three to four dwelling units per acre.

Impact Analysis

Procedures for Amendments to the Comprehensive Plan, PCC 19C.10, requires all amendments to the Plan to be reviewed against nine criteria (PCC 19C.10.060.B.). Those criteria, and staff evaluation, are as follows:

Effect on rate of growth, development, and conversion of land as envisioned in the Plan

The amendment site is currently designated Rural-10 with a Rural Airport Overlay. The Rural-Ten zone is intended to provide for rural land uses at low densities. The Rural Airport Overlay functions as a safety buffer adjacent to the Tacoma Narrows Airport and includes limitations on the use of land. Land uses that are incompatible with airport operations are prohibited within the overlay. The proposed amendment would add additional residential land to the City of Gig Harbor's UGA. The site is located at the intersection of Point Fosdick Drive and 36th Street NW. 36th Street is currently under construction and will serve as an east bound on and off ramp from



Pierce County Planning Commission Draft Staff Report
May 28, 2003
Page 2 of 6

SR-16. Once the connection to SR-16 is completed, traffic is expected to increase in this area. Land uses in the area include the Lighthouse Christian School and the Madrona Links Golf Course. Several moderate density urban residential developments are located directly north of the amendment proposal and the Tacoma Narrows Airport is located south of the proposal. This proposed amendment would result in moderate density residential development on this site, which would be consistent with surrounding land uses.

Effect on the County's capacity to provide adequate public facilities

Pierce County does not provide water or sanitary sewer service within the Gig Harbor Urban Growth Area. This amendment will not impact the County's capacity to provide capital facilities in the area. The State DOT will be constructing transportation improvements in the area associated with the 2nd Narrows Bridge project. The amendment site is located within the Washington water service area. The City of Gig Harbor has included this site in their Capital Facility Plan and intend to provide sewer service to the area.

Effect on the rate of population and employment growth

The proposed MSF designation would be zoned "Single Family" (SF) to correspond with the City of Gig Harbor's R-1 zone. This zone allows a base density of 3 dwelling unit per acre with a maximum density of 4 dwelling units per acre. Assuming 25 percent of the site would be utilized by roads and constrained by critical areas, approximately 38 new homes could be accommodated on the amendment site. At an average of 2.1 persons per household, it is expected that 80 residents could ultimately live on the amendment site. This amendment is not expected to have an effect on employment growth.

Whether Plan objectives are being met as specified or remain valid and desirable

The following policies from the land use element of the Pierce County Comprehensive Plan are relevant to satellite city and town UGA amendments.

19A.30.010 Urban Growth Areas

C. LU-UGA Objective 2. Provide efficient government facilities and services.

1. Contain and direct growth within the designated Comprehensive Urban Growth Area or satellite city and town UGAs where adequate public facilities exist or can be efficiently provided.

This policy from the Pierce County Comprehensive Plan requires that towns direct new growth to their urban growth areas where adequate public facilities and services can be efficiently provided. The City of Gig Harbor has committed to provide adequate public facilities within the proposed UGA.

G. LU-UGA Objective 6. Provide criteria and priorities for the expansion of urban growth areas.

Pierce County Planning Commission Draft Staff Report
 May 28, 2003
 Page 3 of 6

3. *Expansions of the Urban Growth Area (UGA) of a specific satellite city or town, shall be approved by the County Council through a Comprehensive Plan amendment process as established in Chapter 19C.10 PCC, only if the following criteria are met:*
 - a. *Land capacity within the city or town's UGA is evaluated and the need for additional land capacity is clearly demonstrated.*
 - b. *The housing affordability and density objectives of the applicable city or town Comprehensive Plan have been monitored and evaluated.*
 - c. *Documentation that adequate public facilities and services can be provided within the 20-year planning horizon is provided.*

This policy from the Pierce County Comprehensive Plan requires that three criteria be satisfied prior to expansion of a town's UGA. The most recent information regarding the capacity of the Gig Harbor UGA (based on the Buildable Lands Study) show that additional residential capacity will not be necessary until after the year 2022. The housing affordability objectives of Gig Harbor's plan have not been evaluated at this time. The City of Gig Harbor is planning for adequate densities to satisfy their state mandated population allocation. The City has shown that adequate public facilities can be provided within the 20-year planning horizon.

The following policies from the land use element of the Gig Harbor Peninsula Community Plan are relevant to UGA amendments.

- Objective 1** *Coordination between Pierce County and the City of Gig Harbor. Pierce County shall participate in joint planning and interjurisdictional cooperation with the City of Gig Harbor.*
- Std 1.1.4** *Work with the City of Gig Harbor when developing recommendations for proposed amendments to the Urban Growth Area boundary, comprehensive plan map, and zoning map*
- Std 1.2.5** *Urban Growth Area boundaries, comprehensive land use map designations and implementing zone classifications should coincide with maps adopted by Pierce County and those adopted by the City of Gig Harbor.*
- Std 1.2.6** *A relationship between the County and city land use designations shall exist within the Urban Growth Area. The range of uses and densities should be the same in corresponding zones.*

Pierce County and the City of Gig Harbor as a matter of policy work closely regarding land use planning in the UGA. A significant goal of the Gig Harbor Peninsula Plan is to implement zone classifications within the Gig Harbor UGA consistent with the City's objectives. The City of Gig Harbor provided a letter dated February 11, 2003 that recommends this plan amendment be approved.

Principle 4. *Provide a process for Urban Growth Area boundary amendments, area-*

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wide rezones, and annexations that are based on a demonstrated public or community need.

Standards

- 1.4.1** *Ensure that sufficient developable lands are available within the Urban Growth Area to provide housing sufficient to meet the current and future needs of the projected population. The Urban Growth Area should be sized to accommodate the population anticipated during a 20-year planning period.*
- 1.4.4** *The Urban Growth Area boundary shall not extend beyond the lands classified as Reserve-5 until all those Reserve-5 lands adjoining the UGA boundary are absorbed into the UGA, except when it is determined that there are severe environmental constraints or severe constraints to providing urban level facilities and services in a defined and significant portion(s) of the Reserve-5 designation.*

The proposed amendment is inconsistent with these policies. Pierce County completed the State mandated buildable lands study in 2002. Based on the results of this study, the City of Gig Harbor's UGA had a total population of 6,239 in 2000. The 2022 population allocation requires a total population capacity of 9,450, which results in a need to provide housing for an additional population of 3,211 by 2022. The buildable land report shows that the current capacity within the Gig Harbor UGA is 5,958 today. Based on this analysis, additional residential capacity is not necessary at this time. Finally, the property is designated Rural Ten. The Gig Harbor Peninsula Plan area currently contains approximately 3,600 acres of Reserve-Five designated land. Based on standard 1.4.4, these Reserve-Five properties should be converted for urban growth prior to conversion of Rural-Ten designated land.

Effect on general land values or housing costs

The proposed UGA will add land to the residential land supply surrounding the city. Generally, when land is redesignated from rural to urban, the land value increases commensurate with the increase in development potential. The effect on housing costs typically result in more affordable housing in that the land supply for urban housing is increased at densities that allow for cost effective service delivery. It is estimated that the amendment area could potentially accommodate 38 new dwelling units based upon the availability of public sanitary sewer.

Whether capital improvements or expenditures are being made or completed as expected

The City of Gig Harbor included this land within its Capital Facilities Plan and intends to provide urban services to the property. The City of Gig Harbor Capital Facilities Plan contains a planned project for sanitary sewer along 36th Street. The State DOT is planning to construct a variety of

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transportation improvement projects along 36th Street NW near the amendment site. The City of Gig Harbor's transportation plan contains a traffic signal and turn lane at the intersection of Point Fosdick Drive and 36th Street NW.

Consistency with GMA, the Plan and County-Wide Planning Policies

The GMA, applicable County Plans and the County-Wide Planning Policies promote cooperation and coordination between the County and local jurisdictions when amending urban growth area boundaries. The City of Gig Harbor has recommended approval of this amendment and has the capability of providing the necessary urban facilities and services. By designating this land as MSF, the consistency goals of the GMA, applicable plans and County-Wide Planning policies will be met.

The GMA, applicable plans and the Countywide Planning Policies also discourage expansion of urban areas until such time as the additional capacity is needed. This amendment is inconsistent with this goal as it appears additional residential capacity is not necessary at this time.

Effect on critical areas and natural resource lands

The Planning and Land Services Department staff has reviewed information regarding critical areas and designated resource lands and has determined that there are no fish and wildlife habitat, seismic hazards, volcanic hazards or floodplains within the proposed amendment area. A wetland analysis report prepared for this site in 1996 identifies a 1/2 acre forested wetland along Pt. Fosdick Drive near the center of the amendment area. This wetland appears to be associated with a wetland system that has been delineated on the west side of Point Fosdick Drive. The southern portion of the amendment area contains slopes which range from between 15 and 30 percent. Any development project on this site will be subject to an updated critical area studies. The site is also located within a designated open space corridor. There are no implementing regulations associated with the open space corridor.

Effect on other considerations

The City of Gig Harbor considered this request in 2001. At that time the City Council took action to support the request to include this property in the UGA.

Staff Recommendation

Staff recommends denial of the proposed amendment. The proposal to expand the Urban Growth Area into the Rural Airport Overlay in the vicinity of the Tacoma Narrows Airport raises issues of compatibility between the general aviation airport and the high density residential uses and other high intensity uses that are allowed in the UGA. Based on ongoing discussions with other affected agencies and municipalities, PALS' position is that it is not appropriate to expand the UGA into the Rural Airport Overlay due to compatibility issues related to the Tacoma Narrows Airport.

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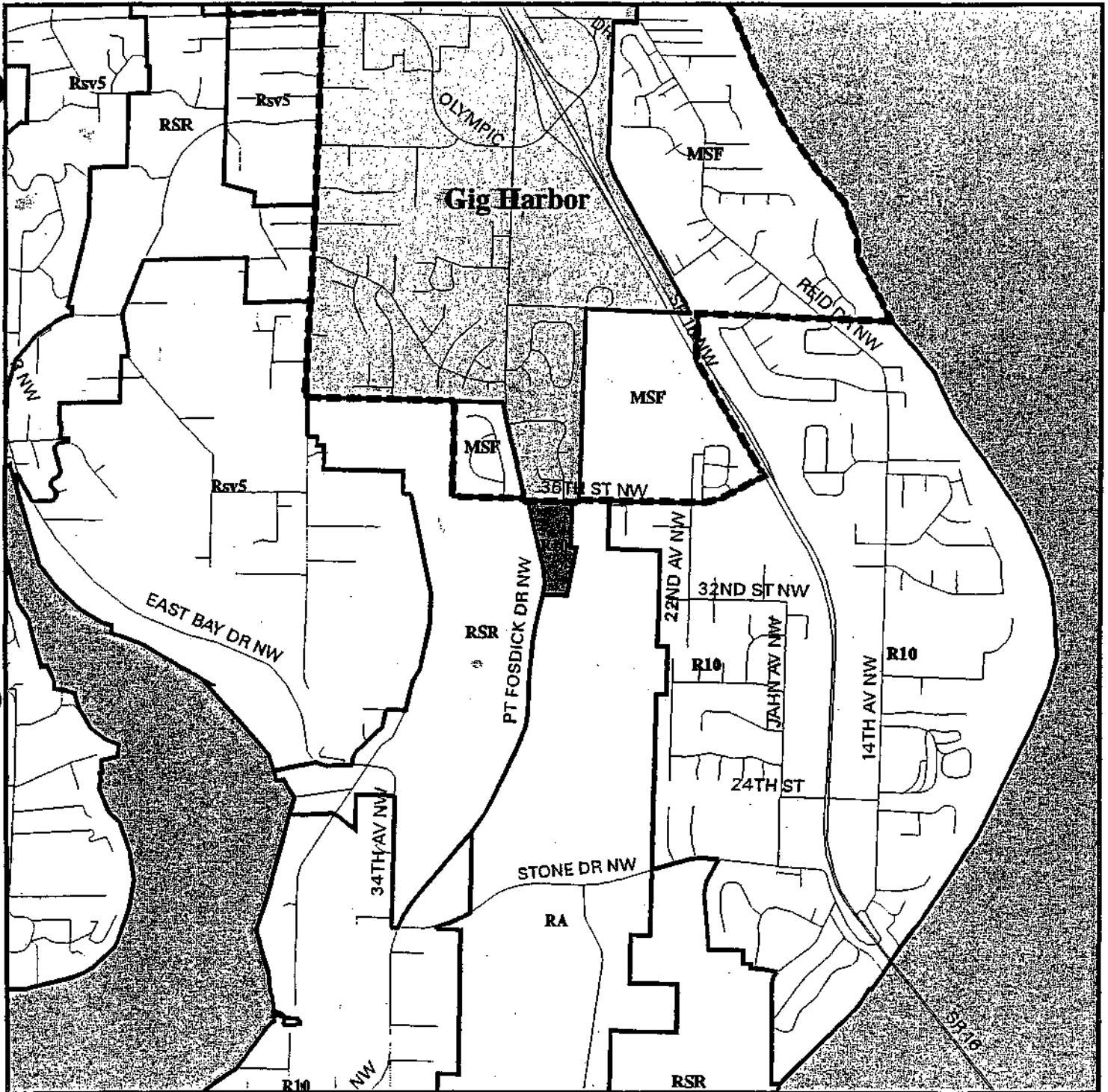
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Implementation Requirements

Implementation of this UGA amendment would require revisions to the various GIS maps that portray the Pierce County Comprehensive Plan, the Gig Harbor Peninsula Community Plan and applicable zoning maps. Hard copies of these maps would need to be created and distributed. Quarter section zoning maps would need to be updated and distributed as well.

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2003 PROPOSED URBAN GROWTH AREA AMENDMENT

Amendment #U-11 Watland

Initiated by Pierce County Council

- Existing UGA Boundary
- ▨ Proposed Addition to Gig Harbor UGA
Reclassify from R10 to MSF/SF

Department of Planning & Land Services
March 7, 2003

Scale = 1:24000



Pierce County
Geographic Information System



Pierce County

Department of Planning and Land Services

CHUCK KLEBERG
Director

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Tacoma, Washington 98409-7460
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May 28, 2003

DRAFT STAFF REPORT

TO: Pierce County Planning Commission

FROM: C.E. "Chip" Vincent, Principal Planner, Planning & Land Services Department

**SUBJECT: URBAN GROWTH AREA AMENDMENT U-12
MILLER INVESTMENT - GIG HARBOR EC/CE**

U-12 MILLER INVESTMENT - GIG HARBOR EC/CE

Initiated by: Pierce County Council, R2003-8s
Applicant: Miller Investment Partnership

General Description

This proposal is to reclassify 4 parcels on 25 acres from Reserve Five (Rsv-5) to the Employment Center (EC) designation, and Community Employment (CE) zone. The EC designation would permit a concentration of office parks, manufacturing and other industrial development. The CE zone would permit low to moderate intensity industrial activities, research activities, and/or office park development. The CE zone corresponds to the City of Gig Harbor's Employment District (ED) zone. The current Rsv-5 designation allows low density residential uses with required clustering of lots, at a density of one dwelling unit per five acres.

Impact Analysis

Procedures for Amendments to the Comprehensive Plan, PCC 19C.10, requires all amendments to the Plan to be reviewed against nine criteria (PCC 19C.10.060.B.). Those criteria, and staff evaluation, are as follows:

Effect on rate of growth, development, and conversion of land as envisioned in the Plan

This amendment site is currently designated Reserve-5. Reserve-5 is a rural designation that is intended to provide lands for potential future inclusion in the urban area when the need for additional urban land is needed. Previously, this property had been designated Employment Center in Pierce County's 1994 Comprehensive Plan. Pursuant to a request from the City of Gig Harbor in December 2000, together with a variety of factors including the lack of transportation infrastructure and the extensive wetlands on the site, the Gig Harbor Community Planning Board recommended the Employment Center designation be removed. The City of Gig Harbor's 1994 Comprehensive Plan designated this property as an Employment Center, however, the City zoned



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the property "Low Density Single-Family Residential". This amendment would re-designate employment lands that were specifically removed from the urban growth area through the community planning process.

Effect on the County's capacity to provide adequate public facilities

Pierce County does not provide water or sanitary sewer service within the Gig Harbor Urban Growth Area. The County is not currently planning for transportation improvements in the amendment area. This amendment will not impact the County's capacity to provide capital facilities in the area. The amendment to an Employment Center designation with CE zoning would allow a variety of industrial and manufacturing uses including light industrial developments and office parks. The amendment will likely increase the need for water, sanitary sewer, surface water/stormwater drainage, fire, and police to support industrial developments that are permitted in the CE zone.

Effect on the rate of population and employment growth

This amendment would add approximately 25 acres of Community Employment zoning adjacent to the existing unincorporated Gig Harbor employment center. It is not anticipated that the amendment would result in an increase in the rate of employment growth in the area. The properties within the unincorporated employment center have been designated as such for 8 years but remain largely undeveloped. Residential uses are prohibited in the CE zone and therefore no population growth would be expected.

Whether Plan objectives are being met as specified or remain valid and desirable

The following policies from the land use element of the Pierce County Comprehensive Plan are relevant to UGA amendments.

19A.30.010 Urban Growth Areas

C. LU-UGA Objective 2. Provide efficient government facilities and services.

1. *Contain and direct growth within the designated Comprehensive Urban Growth Area or satellite city and town UGAs where adequate public facilities exist or can be efficiently provided.*

This policy from the Pierce County Comprehensive Plan requires that towns direct new growth to their urban growth areas where adequate public facilities and services can be efficiently provided. The City of Gig Harbor has committed to provide adequate public facilities within its UGA. The City of Gig Harbor's Capital Facilities plan includes a planned sewer line along the southern boundary of the amendment site.

G. LU-UGA Objective 6. Provide criteria and priorities for the expansion of urban growth areas.

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3. *Expansions of the Urban Growth Area (UGA) of a specific satellite city or town, shall be approved by the County Council through a Comprehensive Plan amendment process as established in Chapter 19C.10 PCC, only if the following criteria are met:*
 - a. *Land capacity within the city or town's UGA is evaluated and the need for additional land capacity is clearly demonstrated.*
 - b. *The housing affordability and density objectives of the applicable city or town Comprehensive Plan have been monitored and evaluated.*
 - c. *Documentation that adequate public facilities and services can be provided within the 20-year planning horizon is provided.*

This policy from the Pierce County Comprehensive Plan requires that three criteria be satisfied prior to expansion of a town's UGA. The most recent information regarding the capacity of the Gig Harbor UGA (based on the Buildable Lands Study) show that additional capacity for employment lands will not be necessary until after the year 2022. The housing affordability and density objectives of Gig Harbor's plan are not applicable this proposal. The City's March 2002 Transportation Plan update does not include these properties in the study area. The June 2001 Water System Plan and the February 2002 Wastewater System Plan includes the amendment area in the 20 year planning horizon, however there are no plans to extend utilities to the site. Any utility extension would need to be developer funded and would require an outside utility extension agreement approved by the City.

The following policies from Objective 1 in the land use element of the Gig Harbor Peninsula Community Plan address coordination between Pierce County and the City of Gig Harbor and are relevant to UGA amendments:

Principle 4. *Provide a process for Urban Growth Area boundary amendments, area-wide rezones, and annexations that are based on a demonstrated public or community need.*

Standards

- 1.4.3** *The Urban Growth Area boundary may move into the Reserve-5 designation through a Comprehensive Plan amendment if the following criteria are met:*
- 1.4.3.1 *Land capacity within the city limits and the unincorporated Urban Growth Area is evaluated and the need for additional land capacity is clearly demonstrated.*
 - 1.4.3.3 *It must be demonstrated that adequate public facilities and services can be provided within the 20-year planning horizon. The Capital Facilities Plan Element shall demonstrate that there will be sufficient services to ensure a high quality of life.*
 - 1.4.3.4 *A capital facilities plan should demonstrate that adequate public facilities and services can be provided for each facility*

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- and service prior to moving the Urban Growth Area boundary.*
- 1.4.3.5 *The level of service for services and facilities shall not be reduced below the most recently adopted level of service standards in either the city's or County's capital facility plans.*
- 1.4.5 *The Reserve-5 lands may be absorbed into the Urban Growth Area either in full or in part, depending upon a demonstrated need for additional land capacity.*

Pierce County has not received information that demonstrates additional employment lands are necessary at this time. Based on the available information, it appears the City has an excess capacity of undeveloped employment land within their municipal boundaries.

Prior to designating new employment lands, it is important to be certain that specific public facilities and services can be provided for the existing UGA based upon planned development patterns and projected growth rates. This analysis has not occurred. Information regarding the current level of service for public facilities is available, however to determine the level of service needed for this amendment site, a specific development proposal would need to be analyzed. The City has included the amendment site within their Capital Facilities Plan therefore the City is committing to have adequate capacity for this site as well as the other employment lands throughout the 20-year planning horizon.

- 1.4.6 *The boundaries of commercial or employment areas shall be expanded only if:*
- 1.4.6.1 *There is a demonstrated need to provide for more land in the center or district based on an evaluation of underdeveloped lands, vacant lands and market demands.*
- 1.4.6.2 *The shortage of developable lands in a center or district can be resolved by adding lands that have adequate public facilities and services or if adequate public facilities and services can be provided efficiently.*
- 1.4.6.3 *The expansion of an existing center or district is compatible with the community plan.*

The City of Gig Harbor's UGA contains 227 acres of vacant employment land. These vacant parcels have been available for a variety of employment uses since adoption of the Pierce County Comprehensive Plan in 1994. Currently, there are no proposals to develop light industrial or manufacturing business on the within the unincorporated employment lands on the Gig Harbor Peninsula. Demand for developable land employment lands appears to be low. At this time there is no need to provide additional developable employment land in this part of Pierce County.

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- 1.4.7 *In order to maintain efficiencies in the provision of urban services and facilities, to maintain a high quality urban environment, to prevent the negative market impacts associated with premature expansion of existing commercially and industrially zoned land or the designation of any new commercial and industrial centers, any expansion or designation of commercial and industrial designations/zones must be carefully controlled.*
- 1.4.7.1 *Prior to creating new commercial and industrial centers or allowing the expansion of existing centers, it should be determined that a shortage of commercially and industrially zoned lands exist and that existing commercially or industrially zoned lands have been fully developed or redeveloped as appropriate. The Pierce County buildable lands inventory should be utilized in any evaluation of available commercial or industrial lands.*
- 1.4.7.2 *When determining the availability of developable industrial and commercial lands, lands within the corporate limits of the City of Gig Harbor must also be considered.*
- 1.4.7.3 *Existing sites should be fully developed or redeveloped prior to designating new commercially and industrially zoned lands in order to avoid creating an excessive surplus of such lands.*

The Pierce County buildable lands inventory included an analysis of employment needs. Currently, the Gig Harbor UGA contains 92 parcels that are zoned for Community Employment. Of these 92 parcels, 45 are currently vacant. At this time there does not appear to be a shortage of industrially zoned lands in the City of Gig Harbor or within the UGA.

The following policies from Objective 4 in the land use element of the Gig Harbor Peninsula Community Plan address employment areas and are relevant to UGA amendments.

Principle 1. *Designate areas suitable for the development of intensive commercial, office, or light industrial uses as Employment Centers.*

Standards

- 4.1.1 *Suitability of a site as an Employment Center shall be determined based upon: 1) the availability of the adequate infrastructure such as sanitary sewer, potable water, and roads; 2) presence or absence of critical areas or environmentally sensitive areas; and 3) the ability of adjacent land uses to exist in harmony with potential commercial, office, and light industrial uses.*
- 4.1.1.1 *New Employment Centers shall be designated only where adequate sanitary sewer and potable water supplies are available to meet anticipated demand for these services.*

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- 4.1.1.2 Areas designated as Employment Centers shall be accessed via an arterial roadway and shall be located in close proximity to State Route 16. Heavy truck traffic should be directed away from residential neighborhoods.*
- 4.1.1.3 Employment Centers should avoid lands significantly constrained by critical areas or environmentally sensitive areas. Where critical areas or environmentally sensitive areas cannot be avoided, buffering, increased setbacks, lighting control, stormwater control, and other techniques shall be used to protect the critical area or environmentally sensitive area from adverse impacts.*
- 4.1.1.4 Employment Centers should be separated from incompatible uses such as residential neighborhoods. Buffering, lighting control, transitional zoning, and other techniques shall be used to protect the Employment Center and adjacent uses from land use conflicts.*

The proposed amendment site is not currently served by adequate public facilities such as sewer, water or roads. Sewer is located approximately 1/2 mile to the NE of the site at the intersection of Bujcich Drive and 54th Street. The proposed amendment site is not served by an arterial road as required by standard 4.1.1.2. Current transportation plans do not include road projects to service the amendment properties. The eastern 1/2 of the amendment site is constrained by wetlands. If this amendment is approved, design standards for employment centers will dictate appropriate mitigation to protect existing uses for impacts associated with new employment uses.

Effect on general land values or housing costs

If re-designated, the land values of the four parcels would increase due to more intense uses allowed under the EC designation. The land values of surrounding properties to the west of the amendment would likely decrease due to their proximity to more intense industrial developments that would negatively impact the existing rural neighborhoods.

Whether capital improvements or expenditures are being made or completed as expected

No major capital improvements or expenditures are currently proposed for this area. Currently sewer service is not available at the amendment site. The nearest sewer line is located at the intersection of Bujcich Road and 54th Avenue NW. The City of Gig Harbor's Capital Facilities plan includes a potential sewer line along the southern boundary of the amendment site, however, based on information provided by Gig Harbor City staff this project is not funded or anticipated to be constructed by the City. Any utility extension would need to be developer funded and would require an outside utility extension agreement approved by the City.

In a letter from Pierce County Water Programs dated April 25, 2003 concerns were raised about the City of Gig Harbor's ability to provide adequate water to the amendment site. The Department of Ecology has stated that the City will need to attain additional water rights for the

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expected growth in the existing UGA in the next 20 years. The City of Gig Harbor should justify its ability to provide water service (including fire flow) to any new employment center lands.

A private road appears to access the amendment site from the south to the southern boundary of the amendment site. An unimproved public road appears to be located along the western boundary of the amendment site.

Consistency with GMA, the Plan and County-Wide Planning Policies

The GMA, applicable County Plans and the County-Wide Planning Policies promote cooperation and coordination between the County and local jurisdictions when amending urban growth area boundaries. The City of Gig Harbor has recommended approval of this amendment and has included the property in its Capital Facilities Plan. By designating this land as EC, the consistency goals of the GMA, applicable plans and County-Wide Planning policies will be met.

The GMA, applicable plans and the Countywide Planning Policies also discourage expansion of urban areas until such time as the additional capacity is needed. This amendment is inconsistent with this goal as it appears additional employment lands are not necessary at this time.

Effect on critical areas and natural resource lands

A significant wetland system is inventoried within the amendment area. This wetland appears to take up the majority of the eastern half of the amendment site. No other critical areas appear to be located within the amendment area.

Effect on other considerations

The land within this amendment area was designated Employment Center (EC) under the 1994 Comprehensive Plan for Pierce County. The property was removed for the EC designation pursuant to a request from the City of Gig Harbor in December 2000. The City's made this request based on concerns about wetlands and the ability of the site to accommodate urban levels of development.

City had designated the area ED with a R-1 zone, however the property was removed from the City's UGA and USA for consistency with the Gig Harbor Peninsula Community Plan.

Staff Recommendation

Staff recommends approval of the proposed amendment. The City of Gig Harbor supports this amendment request and has committed to provide adequate public facilities and services for this amendment proposal.

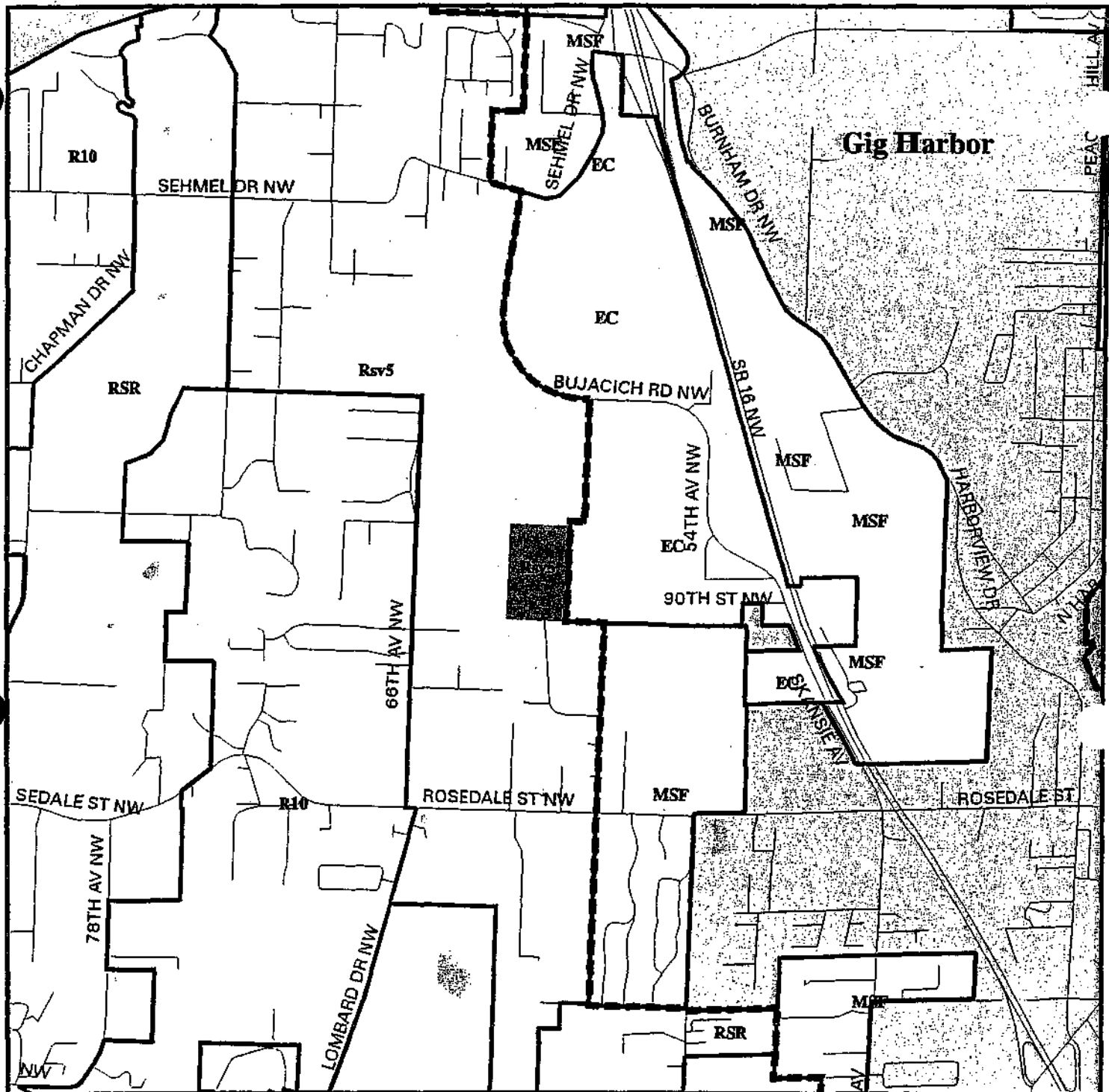
Implementation Requirements

Implementation of this UGA amendment would require revisions to the various GIS maps that portray the Pierce County Comprehensive Plan, the Gig Harbor Peninsula Community Plan and

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applicable zoning maps. Hard copies of these maps would need to be created and distributed.
Quarter section zoning maps would need to be updated and distributed as well.

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2003 PROPOSED URBAN GROWTH AREA AMENDMENT

Amendment #U-12 Miller
 Initiated by Pierce County Council

- Existing UGA Boundary
- █ Proposed Addition to Gig Harbor UGA
 Reclassify from Rsv5 to EC/CE

Department of Planning & Land Services
 March 7, 2003

Scale = 1:24000



Pierce County
 Geographic Information System



Pierce County

Department of Planning and Land Services

CHUCK KLEBERG
Director

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7210 • FAX (253) 798-3680

May 28, 2003

DRAFT STAFF REPORT

TO: Pierce County Planning Commission

FROM: C.E. "Chip" Vincent, Principal Planner, Planning & Land Services Department

**SUBJECT: URBAN GROWTH AREA AMENDMENT U-13
ROBY AND CAMPEN - GIG HARBOR EC/CE, MSF OR MSF/SF**

U-13 ROBY AND CAMPEN - GIG HARBOR EC/CE, MSF OR MSF/SF
Initiated by: Pierce County Council, R2003-8s
Applicant: Josephine Roby and Carl & Jeanne Campen

General Description

This proposal is to reclassify 2 parcels on 40 acres from Reserve Five (Rsv-5) to the Employment Center (EC) designation with a Community Employment (CE) zone or Moderate Density Single Family (MSF) designation with the Single Family (SF) zone. The EC designation would permit a concentration of office parks, manufacturing, assembly, and other industrial development. The CE zone would permit low to moderate intensity industrial activities, research activities, or office park development. The MSF designation would permit single-family and two-family residential uses at a density of two to six dwelling units per acre. The SF zone would limit those MSF uses to single-family residences at a density of three to four dwelling units per acre. The current Rsv-5 designation allows low density residential uses with required clustering of lots, at a density of one dwelling unit per five acres.

Impact Analysis

Procedures for Amendments to the Comprehensive Plan, PCC 19C.10, requires all amendments to the Plan to be reviewed against nine criteria (PCC 19C.10.060.B.). Those criteria, and staff evaluation, are as follows:

Effect on rate of growth, development, and conversion of land as envisioned in the Plan

This amendment site is currently designated Reserve-5. Reserve-5 is a rural designation that is intended to provide lands for potential future inclusion in the urban area when the need for additional urban land is needed. The City of Gig Harbor's 1994 Comprehensive Plan did not include this land within its urban growth area. Inclusion of this amendment within the City's UGA either as employment lands or residential lands would pre-maturely increase the supply of



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employment or residential land. Conversion of rural land for urban residential or employment purposes should not occur until additional capacity is necessary. It does not appear that additional capacity for urban residential or employment lands will be necessary until after 2022.

Effect on the County's capacity to provide adequate public facilities

Pierce County does not provide water or sanitary sewer service within the Gig Harbor Urban Growth Area. The County is not currently planning for transportation improvements in the amendment area. This amendment will not impact the County's capacity to provide capital facilities in the area. The amendment to an Employment Center designation with CE zoning would allow a variety of industrial and manufacturing uses including light industrial developments and office parks. The amendment to the Moderate Density Single-Family designation with SF zoning would allow residential uses between 3 and 4 dwelling units per acre. The amendment would likely increase the need for water, sanitary sewer, surface water/stormwater drainage, fire, and police to support these urban developments that are permitted in the UGA.

Effect on the rate of population and employment growth

This amendment would add approximately 40 acres of Community Employment zoning adjacent to the existing unincorporated Gig Harbor employment center. It is not anticipated that the amendment would result in an increase in the rate of employment growth in the area. The properties within the adjacent unincorporated employment center have been designated as such for 8 years but remain largely undeveloped.

The proposed MSF designation would be zoned "Single Family" (SF) to correspond with the City of Gig Harbor's R-1 zone. This zone allows a base density of 3 dwelling unit per acre with a maximum density of 4 dwelling units per acre. Assuming 25 percent of the site would be utilized by roads and constrained by critical areas, approximately 120 new homes could be accommodated on the amendment site. At an average of 2.1 persons per household, it is expected that 252 residents could ultimately live on the amendment site.

Whether Plan objectives are being met as specified or remain valid and desirable

The following policies from the land use element of the Pierce County Comprehensive Plan are relevant to UGA amendments.

19A.30.010 Urban Growth Areas

C. LU-UGA Objective 2. Provide efficient government facilities and services.

1. *Contain and direct growth within the designated Comprehensive Urban Growth Area or satellite city and town UGAs where adequate public facilities exist or can be efficiently provided.*

This policy from the Pierce County Comprehensive Plan requires that towns direct new growth to

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their urban growth areas where adequate public facilities and services can be efficiently provided. The City of Gig Harbor has not committed to provide adequate public facilities within the proposed UGA.

G. LU-UGA Objective 6. *Provide criteria and priorities for the expansion of urban growth areas.*

3. *Expansions of the Urban Growth Area (UGA) of a specific satellite city or town, shall be approved by the County Council through a Comprehensive Plan amendment process as established in Chapter 19C.10 PCC, only if the following criteria are met:*
 - a. *Land capacity within the city or town's UGA is evaluated and the need for additional land capacity is clearly demonstrated.*
 - b. *The housing affordability and density objectives of the applicable city or town Comprehensive Plan have been monitored and evaluated.*
 - c. *Documentation that adequate public facilities and services can be provided within the 20-year planning horizon is provided.*

This policy from the Pierce County Comprehensive Plan requires that three criteria be satisfied prior to expansion of a town's UGA. The most recent information regarding the capacity of the Gig Harbor UGA (based on the Buildable Lands Study) show that additional capacity for residential or employment lands will not be necessary until after the year 2022. The housing affordability and density objectives of Gig Harbor's plan are anticipated to be reviewed as mandated by the state by December 2004. The amendment site is not included in the City's capital facilities plan.

The following policies from Objective 1 in the land use element of the Gig Harbor Peninsula Community Plan address coordination between Pierce County and the City of Gig Harbor and are relevant to UGA amendments.

Principle 4. *Provide a process for Urban Growth Area boundary amendments, area-wide rezones, and annexations that are based on a demonstrated public or community need.*

Standards

1.4.3

The Urban Growth Area boundary may move into the Reserve-5 designation through a Comprehensive Plan amendment if the following criteria are met:

- 1.4.3.1 *Land capacity within the city limits and the unincorporated Urban Growth Area is evaluated and the need for additional land capacity is clearly demonstrated.*
- 1.4.3.3 *It must be demonstrated that adequate public facilities and services can be provided within the 20-year planning horizon. The Capital Facilities Plan Element shall demonstrate that*

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- there will be sufficient services to ensure a high quality of life.*
- 1.4.3.4 A capital facilities plan should demonstrate that adequate public facilities and services can be provided for each facility and service prior to moving the Urban Growth Area boundary.*
- 1.4.3.5 The level of service for services and facilities shall not be reduced below the most recently adopted level of service standards in either the city's or County's capital facility plans.*
- 1.4.5 The Reserve-5 lands may be absorbed into the Urban Growth Area either in full or in part, depending upon a demonstrated need for additional land capacity.*

Pierce County has not received information that demonstrates additional residential or employment lands are necessary at this time. Based on the available information, it appears the City has an excess capacity of undeveloped employment land within their municipal boundaries. Pierce County completed the State mandated buildable lands study in 2002. Based on the results of this study, the City of Gig Harbor's UGA had a total population of 6,239 in 2000. The 2022 population allocation requires a total population capacity of 9,450, which results in a need to provide housing for an additional population of 3,211 by 2022. The buildable land report shows that the current capacity within the Gig Harbor UGA is 5,958 today. Based on this analysis, additional residential capacity is not necessary at this time.

Prior to designating new urban lands, it is important to be certain that specific public facilities and services can be provided for the existing UGA based upon planned development patterns and projected growth rates. This analysis has not occurred. Information regarding the current level of service for public facilities is available, however to determine the level of service needed for this amendment site, a specific development proposal would need to be analyzed.

- 1.4.6 The boundaries of commercial or employment areas shall be expanded only if:*
- 1.4.6.1 There is a demonstrated need to provide for more land in the center or district based on an evaluation of underdeveloped lands, vacant lands and market demands.*
- 1.4.6.2 The shortage of developable lands in a center or district can be resolved by adding lands that have adequate public facilities and services or if adequate public facilities and services can be provided efficiently.*
- 1.4.6.3 The expansion of an existing center or district is compatible with the community plan.*

The City of Gig Harbor's UGA contains 227 acres of vacant employment land. These vacant parcels have been available for a variety of employment uses since adoption of the Pierce County

Pierce County Planning Commission Draft Staff Report
 May 28, 2003
 Page 5 of 7

Comprehensive Plan in 1994. Currently, there are no proposals to develop light industrial or manufacturing business on the Gig Harbor Peninsula. Demand for developable employment land appears to be low. At this time there is no need to provide additional developable employment land in this part of Pierce County.

- 1.4.7 In order to maintain efficiencies in the provision of urban services and facilities, to maintain a high quality urban environment, to prevent the negative market impacts associated with premature expansion of existing commercially and industrially zoned land or the designation of any new commercial and industrial centers, any expansion or designation of commercial and industrial designations/zones must be carefully controlled.*
- 1.4.7.1 Prior to creating new commercial and industrial centers or allowing the expansion of existing centers, it should be determined that a shortage of commercially and industrially zoned lands exist and that existing commercially or industrially zoned lands have been fully developed or redeveloped as appropriate. The Pierce County buildable lands inventory should be utilized in any evaluation of available commercial or industrial lands.*
- 1.4.7.2 When determining the availability of developable industrial and commercial lands, lands within the corporate limits of the City of Gig Harbor must also be considered.*
- 1.4.7.3 Existing sites should be fully developed or redeveloped prior to designating new commercially and industrially zoned lands in order to avoid creating an excessive surplus of such lands.*

The Pierce County buildable lands inventory included an analysis of employment needs. Currently, the Gig Harbor UGA contains 92 parcels that are zoned for Community Employment. Of these 92 parcels, 45 are currently vacant. At this time there does not appear to be a shortage of industrially zoned lands in the City of Gig Harbor or within the UGA.

The following policies from Objective 4 in the land use element of the Gig Harbor Peninsula Community Plan address employment areas and are relevant to UGA amendments.

Principle 1. *Designate areas suitable for the development of intensive commercial, office, or light industrial uses as Employment Centers.*

Standards

- 4.1.1 Suitability of a site as an Employment Center shall be determined based upon: 1) the availability of the adequate infrastructure such as sanitary sewer, potable water, and roads; 2) presence or absence of critical areas or environmentally*

Pierce County Planning Commission Draft Staff Report
May 28, 2003
Page 6 of 7

sensitive areas; and 3) the ability of adjacent land uses to exist in harmony with potential commercial, office, and light industrial uses.

4.1.1.1 New Employment Centers shall be designated only where adequate sanitary sewer and potable water supplies are available to meet anticipated demand for these services.

4.1.1.2 Areas designated as Employment Centers shall be accessed via an arterial roadway and shall be located in close proximity to State Route 16. Heavy truck traffic should be directed away from residential neighborhoods.

4.1.1.3 Employment Centers should avoid lands significantly constrained by critical areas or environmentally sensitive areas. Where critical areas or environmentally sensitive areas cannot be avoided, buffering, increased setbacks, lighting control, stormwater control, and other techniques shall be used to protect the critical area or environmentally sensitive area from adverse impacts.

4.1.1.4 Employment Centers should be separated from incompatible uses such as residential neighborhoods. Buffering, lighting control, transitional zoning, and other techniques shall be used to protect the Employment Center and adjacent uses from land use conflicts.

The proposed amendment site is not currently served by adequate public facilities such as sewer, water or roads. Sewer is located approximately 1/2 mile to the E of the site at the intersection of Bujeich Drive and 54th Street. Current transportation plans do not include road projects to service the amendment properties. An uninventoried wetland exists on the western 20 acre lot. If this amendment is approved as an employment center, design standards for employment centers will dictate appropriate mitigation to protect existing uses for impacts associated with new employment uses. If this amendment is approved for residential use, it would be adjacent to undeveloped employment lands to the east. Any residential development would be subject to mitigation for projects adjacent to employment areas pursuant to the Gig Harbor Peninsula Community Plan.

Effect on general land values or housing costs

The proposed UGA amendment would add property to the residential or employment land supply surrounding the city. Generally, when land is redesignated from rural to urban, the land value increases commensurate with the increase in development potential. The effect on housing costs typically result in more affordable housing in that the land supply for urban housing is increased at densities that allow for cost effective service delivery. It is estimated that the amendment area could potentially accommodate 120 new dwelling units based upon the availability of public sanitary sewer. If designated employment center, the land values of the two parcels would increase due to more intense uses allowed under the EC designation. The land values of surrounding properties to the west of the amendment would likely decrease due to their proximity

Pierce County Planning Commission Draft Staff Report
May 28, 2003
Page 7 of 7

to more intense industrial developments that would negatively impact the existing rural neighborhoods.

Whether capital improvements or expenditures are being made or completed as expected

No major capital improvements or expenditures are currently proposed for this area. The City of Gig Harbor's Capital Facilities plan does not include sanitary sewer or water service to this amendment site. No transportation improvement projects are planned for the area.

In a letter from Pierce County Water Programs dated April 25, 2003 concerns were raised about the City of Gig Harbor's ability to provide adequate water to the amendment site. The Department of Ecology has state that the City will need to attain additional water rights for the expected growth in the existing UGA in the next 20 years. The City of Gig Harbor should justify its ability to provide water service (including fire flow) to any new employment center lands.

Consistency with GMA, the Plan and County-Wide Planning Policies

The GMA, applicable plans and the Countywide Planning Policies discourage expansion of urban areas until such time as the additional capacity is needed. This amendment is inconsistent with this goal as it appears additional residential or employment lands are not necessary at this time.

Effect on critical areas and natural resource lands

A wetland area is inventoried on the western most of the two lots within the amendment area. No other critical areas appear to be located within the amendment area.

Effect on other considerations

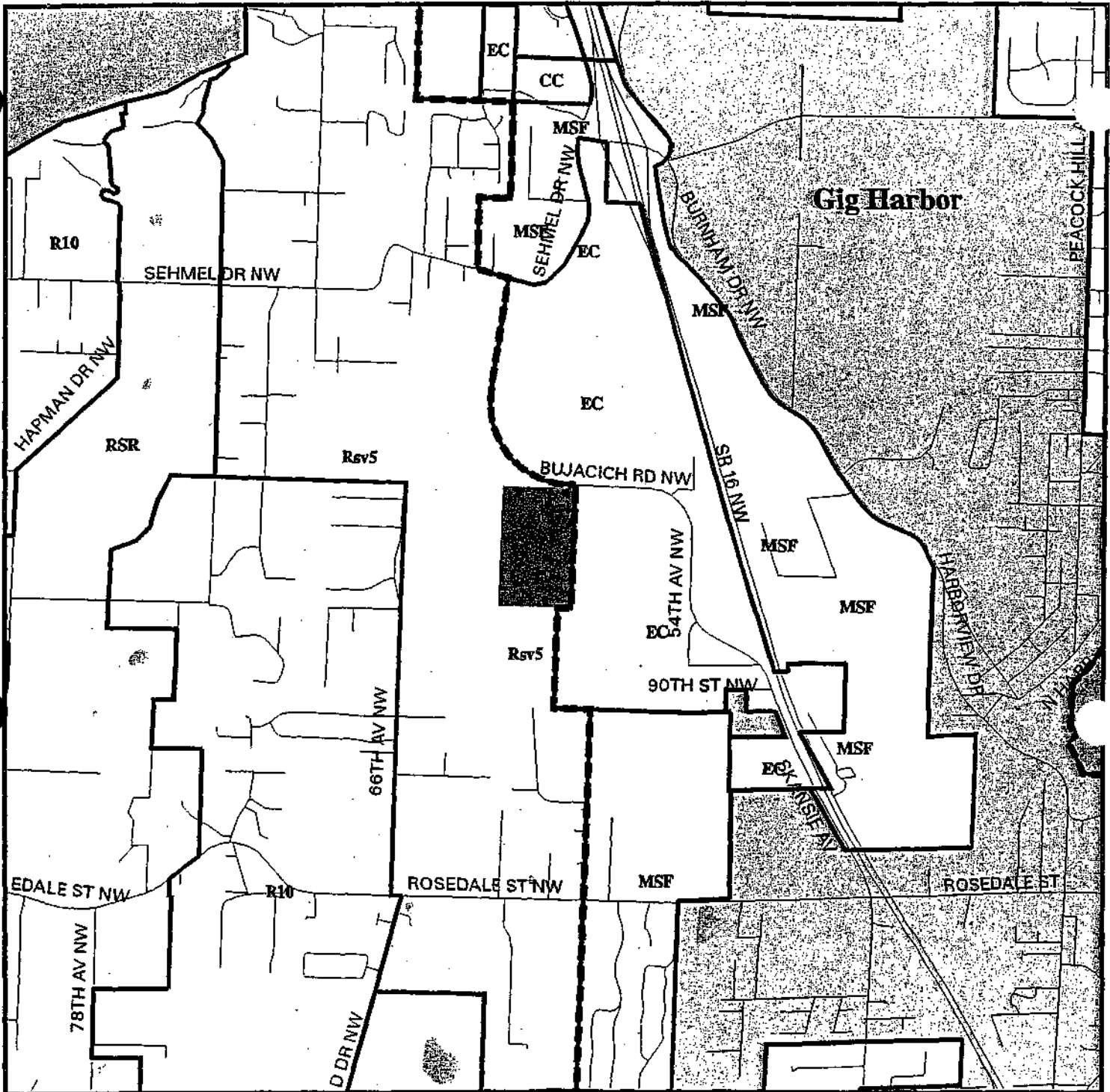
No effects on other considerations have been identified.

Staff Recommendation

Staff recommends denial of the proposed amendment. It is anticipated that additional capacity for urban residential or employment lands will not be necessary until after 2022. In addition, the City of Gig Harbor has not committed to provide adequate public facilities within the proposed UGA.

Implementation Requirements

Implementation of this UGA amendment would require revisions to the various GIS maps that portray the Pierce County Comprehensive Plan, the Gig Harbor Peninsula Community Plan and applicable zoning maps. Hard copies of these maps would need to be created and distributed. Quarter section zoning maps would need to be updated and distributed as well.



2003 PROPOSED URBAN GROWTH AREA AMENDMENT

Amendment #U-13 Roby and Campen

Initiated by Pierce County Council

- Existing UGA Boundary
- Proposed Addition to Gig Harbor UGA
Reclassify from Rsv5 to MSF or EC

Department of Planning & Land Services
March 7, 2003

Scale = 1:24000



Pierce County
Geographic Information System



'THE MARITIME CITY'

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
**SUBJECT: FIRST READING OF ORDINANCE - ACCEPTING A DONATION FROM
EVIE AND GENE LYNN FOR PURCHASE OF AN ORIGINAL OIL
PAINTING**
DATE: JUNE 18, 2003

BACKGROUND

Evie and Gene Lynn donated \$1,200.00 to the City to purchase a Marshall Johnson original oil painting of the Bujacich Net Shed. In order to accept a donation, the City must pass an ordinance accepting the donation. This ordinance accepts the donation.

The donation has been receipted and placed in the General Fund.

RECOMMENDATION

Staff recommends adoption of the ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF ONE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$1,200.00) FROM EVIE AND GENE LYNN FOR THE PURPOSE OF PURCHASING ARTWORK

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a check in the amount of One Thousand Two Hundred Dollars (\$1,200.00) from Evie and Gene Lynn, to be used to purchase artwork; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
DO ORDAIN AS FOLLOWS:

Section 1. Acceptance of Donation. The City Council hereby accepts the One Thousand Two Hundred Dollars (\$1,200.00) donation from Evie and Gene Lynn to be used only to purchase an original Marshall Johnson Oil painting of the Bujacich Net Shed.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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

WARNING: THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A TRUE WATERMARK ON THE REVERSE SIDE.

GENE E. LYNN

P.O. BOX 1969
Gig Harbor, WA 98335
(253) 853-4457

BELLEVUE BRANCH
BANK OF AMERICA
BELLEVUE, WASHINGTON

19-2/1250

No. **016215**

*****One thousand two hundred dollars and no cents*

DATE CHECK NO. AMOUNT
June 16, 2003 16215 \$**1,200.00**

PAY
TO THE
ORDER
OF

City of Gig Harbor

GENE E. LYNN
INVESTMENT ACCOUNT

BY *Gene E. Lynn*

⑈016215⑈ ⑆125000024⑆ 5016 811⑈

Marshall Johnson Graphics

paintings / prints / posters

30088 24th Avenue Southwest

Federal Way, Washington 98023-2318

Seattle 253.686.4095 Tacoma 253.927.5082

Fax 253.661.6585

City of Sea Harbor

June 18, 2003

Invoice

*Original oil painting by
Marshall Johnson*

"Bujacich Net Shed"

\$1,200.00 ✓

tax included

Bujacich

*picture received
Robert M. Moke*



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBER'S
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS – NORTH DONKEY CREEK (ANX 03-03)
DATE: JUNE 23, 2003

INTRODUCTION/BACKGROUND

The City has received a Notice of Intention to Commence Annexation Proceedings from Phil Canter for a proposal to annex property west of Burnham Drive, east of the west boundary of the Tacoma-Lake Cushman power line and north of 96th adjacent to the existing City limits.

After the filing of the request, no later than sixty (60) days from receipt, the City Council is to meet with the initiating parties to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

If accepted, the process will then move forward with the circulation of a formal petition for annexation.

RECOMMENDATION

I recommend that Council set a date of July 28, 2003 to meet with the initiating parties of the North Donkey Creek Notice of Intention to Commence Annexation Proceedings.

CANTER DEVELOPMENT COMPANY
13915 52nd Avenue NW
Gig Harbor, WA 98332
(253) 857-4888 Fax: (253) 858-6752

RECEIVED
CITY OF GIG HARBOR
JUN 05 2003
COMMUNITY DEVELOPMENT

June 5, 2003

Mr. John Vodopich
Director of Community Development
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: North Donkey Creek - Notice of Intent for Annexation

Dear John:

This letter is a request for the annexation to the City of Gig Harbor of approximately 15.23 acres, triangular in shape, lying north of 96th Street, east of the west boundary of the Tacoma-Lake Cushman power line, and west of Burnham Drive. The property lies within the City of Gig Harbor Urban Growth area and is located immediately adjacent to, and entirely along, the city limits on the west side of Burnham Drive.

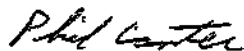
Attached please find a parcel map; petition; legal description; and a breakdown of the area and valuation. Please note this Notice of Intent has been signed by three of the six owners, representing 55.81% of the area and 86.48% of the valuation. Please note two significant ownerships are the Pierce County right-of-way and the Tacoma-Lake Cushman power line.

I believe this is a good opportunity for the City to incorporate the upper reaches of Donkey Creek as the annexation area includes both sides of approximately 600 linear feet of stream course. The majority of this annexation area will likely be maintained in some form of conservancy and stormwater facilities.

The official City of Gig Harbor zoning map designates the east side of Donkey Creek the underlying zoning of R-2 with Mixed Use District Overlay. The west side of the creek is zoned R-2. The Pierce County zoning for all of the properties included is Moderate-density Single Family (MSF). We request assignment of these designations for zoning within the unincorporated Urban Growth Area upon annexation.

Thank you for your assistance.

Sincerely,



Phil Canter, Owner

RECEIVED
CITY OF GIG HARBOR
JUN 05 2003
PIERCE COUNTY
ASSessor's OFFICE

NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS

The Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

RECEIVED
JUN 05 2003

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>Philip C. Carter</i>	PHILIP C. CARTER	022231-3-027	6/2/03
<i>Del Statz</i>	DEL STATZ	022231-3-020	6/2/03
<i>Richard Golden</i>	RICHARD GOLDEN	022231-3-063	6/3/03

RECEIVED
COUNTY CLERK

JUN 05 2003

PIERCE COUNTY
PUBLIC AFFAIRS

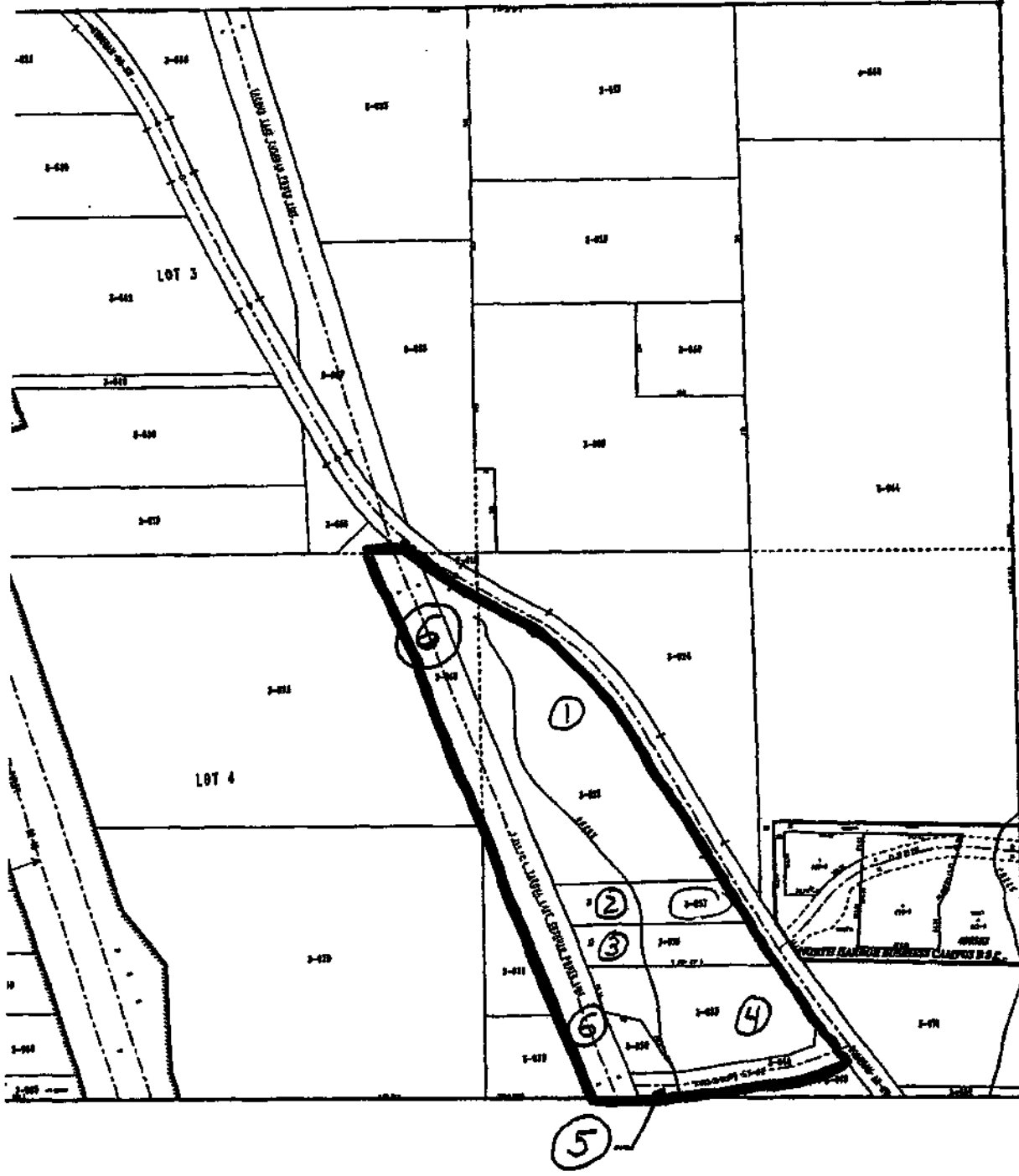
LEGAL DESCRIPTION

NORTH DONKEY CREEK ANNEXATION AREA

That portion of the southwest quarter of Section 31, Township 22 North, Range 2 East, Willamette Meridian, lying north of the south right-of way line of 96th Street, east of the west property line of the Tacoma-Lake Cushman Power Lines, and west of Burnham Drive.

Situate in the County of Pierce, State of Washington.

EXHIBIT "A"



Scale 1" = 200'



2-401-01	2-401-02	2-401-03
2-401-04	2-401-05	2-401-06
2-401-07	2-401-08	2-401-09



RATE OF GWP PRODUCTION 04/20/03
03-27-03

Public Services Building
1001 S. 210 Street, Room 402
Tacoma, Washington 98409

Washington State Plan Book, Book 700, Order 6872-01

Pierce County
Assessor-Treasurer

THIS IS NOT A SURVEY
DO NOT USE DATA FROM OR THIS MAP
BE ASSURE TO OBTAIN THE NECESSARY
INFORMATION AT NEARLY EVERY
FOR ASSISTANCE SEE ONLY

EXHIBIT B

RECEIVED
JUN 05 2003
COUNTY
CLERK'S OFFICE

RECEIVED
JUN 05 2003
COMMUNITY
DEPARTMENT

North Donkey Creek Annexation Area

Parcel List

Parcel Map ID#	Parcel Number	Acreage	Valuation	Owner * = signed
1	022231-3-020	5.44	\$32,700	*Stutz
2	022231-3-027	.92	\$27,900	*Canter
3	022231-3-018	.92	\$27,900	MC West
4	022231-3-063	2.14	\$162,000	*Golden
5	022231-3-048	1.95	\$1,700	Pierce Co
6	022231-3-068	3.86	\$5,200	Tacoma City Light
Total		15.23	\$257,400	

Representation of Signatory Owners (MC West has not responded as of this submittal):

By Area: 8.5 acres/15.23 acres = 55.81%

By valuation: \$257,400 - \$27,900 - \$1,700 - \$5,200 = \$222,600/\$257,400 = 86.48%



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: JUNE 11, 2003
**SUBJECT: RESOLUTION FIXING A TIME AND DATE FOR A HEARING ON THE
FINAL ASSESSMENT ROLL FOR LOCAL IMPROVEMENT DISTRICT
NO. 99-1**

INTRODUCTION

This resolution establishes July 28, 2003 7 p.m. as the date and time for the hearing on the final assessment roll for Local Improvement District No. 99-1. Required notices will be published July 2 and July 9, 2003. In addition, the hearing notice will be mailed to all participants 15 days prior to the hearing. We expect the prepayment period to run from August 21 through September 20, 2003.

FINANCIAL

Total project costs, including all design, were \$3,528,861. City and Pierce County contributions were \$1,850,000, leaving a balance of \$1,678,861 to be financed through the LID. Additional expenses totaling \$227,000 are: LID Guaranty Fund - \$150,000; Bond issuance costs - \$30,000; Interim financing costs - \$22,000; Estimated payment due Tacoma Public Utilities for wire height adjustment - \$20,000; LID billing and administrative costs - \$5,000. Including the additional financing expenses the LID total assessment will be \$1,905,861.

RECOMMENDATION

Staff recommends passage of this resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON FIXING A TIME AND DATE FOR A HEARING ON THE FINAL ASSESSMENT ROLL FOR LOCAL IMPROVEMENT DISTRICT NO. 99-1.

WHEREAS, the City Council of the City of Gig Harbor, Washington (the "City") adopted Resolution No. 538 on October 11, 1999, declaring its intention to order certain local improvements within the City and to create a local improvement district; and

WHEREAS, on December 13, 1999 a hearing was held and after due consideration the Council adopted Ordinance No. 833, ordering the improvements and creating Local Improvement District No. 99-1 ("LID No. 99-1"); and

WHEREAS, the improvements within LID No. 99-1 have now been completed and the assessment roll for LID No. 99-1 has been filed with the City Clerk;

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

A hearing on the final assessment roll shall be held at 7:00 p.m. on July 28, 2003, in the Council Chambers in the City Hall at 3510 Grandview Street, Gig Harbor, Washington. All persons who may desire to object to the assessments are hereby notified to appear and present such objections at such hearing. The City Clerk is hereby directed to give notice of said hearing once a week for two consecutive weeks, with the date of the last publication to be at least fifteen days prior to the date of said hearing, and to mail a notice of such hearing at least fifteen days before the date thereof, to each owner or reputed owner of any lot, tract, parcel of land, or other property in LID No. 99-1, at the address shown on the tax rolls of the Pierce County Treasurer.

Adopted by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor this 23rd day of June, 2003.

APPROVED:

MAYOR, GRETCHEN WILBERT

●
ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE



COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR
PROPOSED KAYAK DOCK
CONSULTANT SERVICES CONTRACT- COSMOPOLITAN
ENGINEERING GROUP (SUBMERGED VEGETATION SURVEY)
DATE: JUNE 23, 2003

INTRODUCTION/BACKGROUND

A budgeted objective for 2003 included the design and construction of a kayak/canoe float at Jerisich Park Dock. This project requires the preparation of a preliminary Submerged Vegetation Survey required under SEPA.

Because Cosmopolitan Engineering Group is conducting the same survey for the wastewater outfall extension project, they were selected to perform this work at the same time.

POLICY CONSIDERATIONS

Cosmopolitan Engineering Group is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2003 Budget but will exceed the 2003 Parks, Objective No. 13 budgeted allocation of \$15,000. These are the anticipated costs as follows, not including mitigation:

Float	\$18,280.00
Vegetation Survey	\$ 4,204.00
(Restroom)Time Locks	<u>\$ 1,450.00</u>
For a total of	\$23,934.00

RECOMMENDATION

I recommend that the Council deny execution of this contract and transfer these funds to be utilized for replacement of the roof for the Skansie Net Shed and the Wilkinson Farm House.

Shoreside Construction

4110 Bakerview Spur
Bellingham, WA 98226

Fax Transmission

Date: 1/3/03

Tel: 360-734-0735
Fax: 360-734-2038
From: Kevin Sluys
Pages: 1

To: Dave
Company: City of Gig Harbor
Phone: 253-851-6170
Fax: 253-853-7599

PRICE QUOTATION**LOW FREEBOARD FLOAT FOR ROWING OR KAYAK DOCK**

Shoreside Construction proposes to provide the following:

- 1) 6' x 40' precast concrete float with low freeboard.
- 2) Treated wooden walers.
- 3) Galvanized thru rods and connecting hardware.
- 4) 3' x 40' galvanized transition ramp.
- 5) Delivery to Gig Harbor City Dock.
- 6) Installation and connection to existing city dock.

Our price for the above is \$18,280.00.

Excluded from the above are:

1. Sales tax, bonds or permits.
2. Piles or pile driving.
3. Utilities or any upland work.

Please call me if you have any questions.

Sincerely,

Kevin Sluys

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 117 South Eighth Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design and installation of a kayak float 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 June 18, 2003 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

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 four thousand two hundred four dollars and zero cents (\$4,204.00) 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 A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section 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 July 31, 2003; 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 Engineer and the City shall determine the term or provision's true intent or meaning. The 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 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
Bill Fox, P.E., Principal
Cosmopolitan Engineering Group
117 South Eighth Street
Tacoma, Washington 98402
(253) 272-7220

David Brereton
Director of Operations
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
By: William Fox
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Bill Fox, P.E., Principal
Cosmopolitan Engineering Group
117 South Eighth Street
Tacoma, Washington 98402
(253) 272-7220

David Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON

COUNTY OF Kitsap Pierce ss.)

I certify that I know or have satisfactory evidence that William Fox 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 Principal of Cosmopolitan Eng. Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-18-03



Patricia M. McCallian

Patricia M. McCallian

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

Kitsap County

My Commission expires: 1-22-2005

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: _____

**EXHIBIT A – SCOPE OF WORK
FOR AMENDMENT TO CONTRACT**

**SCOPE OF WORK FOR A PRELIMINARY SUBMERGED VEGETATION SURVEY FOR A
PROPOSED KAYAK DOCK**

The Washington Department of Fish and Wildlife (WDFW) requires a preliminary submerged marine vegetation (SMV) survey for a Hydraulic Project Approval for the proposed "Jerisich Park Dock Float Addition." Golder Associates we will be conducting a Preliminary SMV survey for the proposed Gig Harbor wastewater outfall extension. During this survey we will likely be using the facilities at Jerisich Park for daily staging and transferring personnel and equipment. Thus, the SMV survey will be conducted by Golder and appended to the work for the outfall. This scope does not include an ESA Biological Evaluation, which may be required in the future.

The survey will follow WDFW guidelines for a "Preliminary Eelgrass/Macro Algae Habitat Survey."¹ The only modification of the guidelines will be a more complete examination of the footprint of the proposed dock than what would be obtained by following the guidelines exactly. In other words, the entire 6 foot by 40 foot footprint will be examined rather than two transects 40 feet apart.

The letter from Mr. Molenaar did not indicate that a study plan is required prior to the survey. Because of the relative small size of this project and the survey, we will not prepare a formal study plan. Instead, we will conduct the examination during the outfall alignment survey using the same team, equipment, and methods and prepare a separate report.

The proposed location for the kayak dock will be examined using scuba diving. Benthic habitat and relative percent cover and species assemblage composition of SMV will be documented. In addition to SMV, information on substrate characteristics, depth contours, and associated fauna (e.g., fish and shellfish) will be collected as directed by the WDFW guidelines.

We will rely on the City to supply the exact location of the proposed dock. Fiberglass survey tapes and marker buoys will be used to guide the survey team during the examination.

A written report of the survey results will be submitted to the City for inclusion with other permit materials required by WDFW. Appropriate underwater digital photographs will be included to illustrate conditions in the project area.

BUDGET

A budget for the SMV survey is a lump sum of \$4,204. This budget assumes that the survey for the kayak dock will be conducted during outfall work. Thus, it does not include mobilization or demobilization costs. In addition, the budget does not allow for any meetings with City or WDFW personnel.

¹ Guidelines included with the letter from Dave Molenaar.



'THE MARITIME CITY'

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE
SUBJECT: MAY INFORMATION FROM PD
DATE: JUNE 9, 2003

The May activity statistics are attached for your review.

Our two Reserve Officers volunteered 91 hours in May. This was split between patrol and training time. We have processed eight applications for Reserve Officer positions. We have pared that down to three. Two of the applicants are starting the Reserve Officer Basic Academy. The third applicant already has his Academy time and is with another agency. We will be completing his background investigation during June.

The bike unit was used for 32.5 hours of patrol time in May.

The Marine Services Unit logged 41.5 hours of service in May. This was divided between 32 hours of patrol, ½ an hour for administrative purposes, four hours of maintenance and five training hours. The unit responded to one dispatched call, performed eight marine inspections, one search and rescue call and responded to one boating complaint.