

Gig Harbor City Council Meeting

**August 11, 2003
7:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
August 11, 2003 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SWEARING IN CEREMONY: Officer Fred Douglas

PUBLIC HEARING:

1. Development Agreement with Olympic Property Group.
2. Ordinance Amending Design Review Procedures.

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 July 28, 2003.
2. Correspondence / Proclamations: Letter from AWC.
3. Vernhardson Street Pedestrian Improvement Project – Bid Award.
4. Vernhardson Street Pedestrian Improvement Project - Construction Survey Services.
5. Vernhardson Street Pedestrian Improvement Project – Geotechnical Materials Testing.
6. Grandview Forest Park Tank Repainting Project – Inspection Services.
7. Building Size Analysis - Consultant Services Contract.
8. 56th / Pt. Fosdick Drive Project – Consultant Services Contract Amendment No. 1.
9. 56th / Olympic Drive Project – Agreement for Dedication of Right of Way and Wetland Easement.
10. Pay Rate for Lateral Hire Police Officer.
11. Liquor License Application: Judson Street Café.
12. Approval of Payment of Bills for July 28, 2003.
Checks #40831 through #40946 in the amount of \$437,224.88.
13. Approval of Payroll for the month of July:
Checks #2664 through #2736 and direct deposits entries in the amount of \$254,881.23.

OLD BUSINESS:

1. Response to Nerin Letter.
2. Resolution - Adopting the Development Agreement with Olympic Property Group.
3. Continued Second Reading of Ordinance - Annual Comprehensive Plan Amendments.
4. Second Reading of Ordinance - LID 99-1 Final Assessment Roll.
5. Second Reading of Ordinance - Increasing Monthly Sewer Rates.
6. Second Reading of Ordinance - Increasing Monthly Water Rates.

7. Second Reading of Ordinance - Proposed Amendments to GHMC Chapter 17.72.030(F) – Parking Standards and 17.04.640 – Public Parking.
8. Second Reading of Ordinance - Annexing Property Owned by the City (ANX 03-05).
9. Revised Legal Description - Hazen Annexation (ANX 03-02).

NEW BUSINESS:

1. First Reading of Ordinance – Amending Design Review Procedures – GHMC 17.98.
2. First Reading of Ordinance - Amending Section 13.34.060 Utility Extensions.
3. Notice of Intention - Northwest Gig Harbor Employment Center Annexation (ANX 03-04).

STAFF REPORT:

Skatepark and BMX Use Profile.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JULY 28, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Dick, Picinich, Ruffo and Mayor Wilbert. Councilmember Owel was absent.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS:

1. **Final Assessment Roll LID 99-1.** Mayor Wilbert called the public hearing to order at 7:02 p.m. David Rodenbach, Finance Director, began the final assessment hearing on LID 99-1 by introducing Cynthia Weed of Prestin, Gates and Ellis. Ms. Weed, acting as the City's bond counsel, provided background information on LID 99-1. She explained that LID 99-1 was formed in accordance with very detailed statutory processes required when property owners are assessed for all or part of the costs of a special benefited improvement, in this case, Borgen Boulevard. In 1999, when the formation process began, a specific number of properties, generally business properties, were determined to receive a special benefit from these improvements and, therefore, would be responsible for a portion of the costs. In the same year, a hearing was held to form a local improvement district and identify the properties that were determined to benefit from these improvements. Following the formation process, city staff began the improvement process, using in part interim financing in the form of a short-term bond anticipation note from Key Bank. The note was subsequently renewed and extended and, as is routinely done, once the improvements were completed, the total costs were determined. A final assessment roll was then developed and allocated against the benefited properties using the same benefit assessment and methodology as was used by Macaulay and Associates at the start of the project. Notices of a public hearing on this matter were mailed to property owners and published in the local newspaper.

Ms. Weed reminded Council that the purpose of this public hearing is to take comments from the assessed property owners. She further stated that property owners with formal objections must submit their objections in writing, and that, to date, only one letter had been received. The letter, from Dale Pinney of SHDP Associates, raised three questions. The first question pertained to an incorrect legal description that has since been corrected. The second question referred to the lack of assessments on certain parcels belonging to other property owners. Ms. Leed contacted Mr. Macaulay for an explanation of why these parcels were not assessed, and passed this information on to Mr. Pinney.

Councilmember Picinich stated that he also has questions as to why some properties identified on Attachment A show no assessments, specifically, Map Nos. 1, 2, 3, 20, 26, 27, 28 and 29. Ms. Weed explained that, based on Mr. Macaulay's report, these properties were not assessed for a variety of reasons. Assessments are derived from looking at each parcel in terms of whether the improvement will increase the value of the property, taking into account existing zoning, the cost to connect to utility services, topography issues, wetland issues, distance and access from the street, and the ability and cost to develop the property. Consideration is then given to whether or not these factors outweigh the benefit.

The third question raised by SHDP Associates, Ms. Weed continued, had to do with an agreement between some of the property owners to reallocate the assessments if that would be

allowed. Ms. Weed explained that in order to reallocate, the property owners would have to go through considerable work to bring the agreement up to date, have all signatures notarized, and attach legal descriptions. According to Ms. Weed, the property owners indicated they do not want to go through the extra expense of having the agreement re-executed at this time, but she stated that if they do decide to reallocate in the future, they may legally do so through a re-allocation process or by private agreement.

Ms. Weed went on to say that at the conclusion of the public hearing and second reading of the ordinance, Council must decide whether to approve the final assessment roll or return it to be reassessed in which case the process will begin again. State law is very precise with regard to assessment roll procedures. Once the assessment roll ordinance is adopted, she said, it will proceed to the pre-payment phase where property owners can pay their assessment in full without penalty within thirty days of publication of notice. If they chose not to pay in full, assessed property owners may pay in ten equal annual installments. The amount remaining following the pre-payment period will be financed by the City through special assessment bonds expected to be sold following expiration of the pre-payment period. Property owners who chose to pay in installments will pay at a rate of ½ percent higher than the cost of the bond.

Mayor Wilbert thanked Ms. Weed for her presentation. Mr. Rodenbach added that the original study performed by Macaulay and Associates was \$60,000; the cost of a new study could reach approximately \$100,000, resulting in delay and additional interest costs for the property owners.

Laurie Bingham Miller – 16934 SE 47th, Bellevue, WA. Ms. Miller and her brothers are owners of one the assessed parcels. She stated that she was not notified of tonight's final assessment hearing and asked that the issue be postponed to allow her time to prepare a response. Ms. Miller indicated that their parcel is distinct from the others as they are small individual owners with 20 acres of undevelopable property. Further, she expressed disappointment that their plan to join up with SHDP Associates to develop their property will not go forward. Ms. Miller stated that the property is not even worth the proposed \$60,000 assessment. She asked for a chance to launch a formal objection and to be granted a more advantageous payment schedule due to the different nature of their property. Ms. Miller also asked for an opportunity to discuss possible zoning changes for the property with Council. Mayor Wilbert thanked Ms. Miller for her comments and advised her to submit her objections in writing as required. Councilmember Young asked Ms. Miller for clarification on the correct mailing address for the property. Ms. Bingham stated that the official mailing address had recently been changed to the North Hollywood address for tax assessment purposes, but that Gig Harbor has always had her Bellevue mailing address on file as well. Councilmember Dick asked Ms. Bingham if the notice was received by her brother at the North Hollywood address and she stated it was not. Councilmember Picinich inquired as to the current zoning of property. Ms. Bingham said that the current zoning is low-residential (R-1) and is surrounded by commercial zoning. She stated that the zoning should be at least high-density residential or a combined use with commercial property nearby. Mr. Rodenbach clarified for Council that the property in question is identified on "Attachment A" as "Map No. 16". He also asserted that the notice was, in fact, sent certified mail to the North Hollywood address on July 8, 2003 which met the fifteen day statutory requirement.

There were no further comments. The Mayor closed the public hearing on this item at 7:24 p.m. and opened the public hearing on the next item.

2. Proposed Amendments to GHMC Chapter 17.72.030(F) – Parking Standards and 17.04.640 – Public Parking. Steven Osguthorpe, Planning / Building Manager, introduced two

proposed text amendments to the city's parking standards. The proposed amendments come from two applicants: one from Mr. Buttorff and one from Chapel Hill Presbyterian Church. The changes proposed by Mr. Buttorff include deletion of Section 17.04.640(F) which defines "public parking". Mr. Osguthorpe asserted that the only part of the zoning code that uses this definition is Section 17.72.070. This section was adopted in 1996 and provides special parking provisions for the downtown buildings built prior to the adoption of our current parking standards and without adequate on-site parking. The provision allows for on-street parking that might be reasonably available within 200 feet of the site to be used as public parking. Therefore, the definition in Section 17.04.640(F) negates 17.72.070, is not used in any other part of zoning code, and should be deleted.

Mr. Osguthorpe explained that the amendment proposed by Chapel Hill Presbyterian Church pertains to Section 17.72.030 which includes parking provisions for houses of religious worship, among others. The current parking requirement is for one off-street parking space for every four possible seats as determined by the Uniform Building Code. The amendment proposes to modify that section and create a separate section for houses of religious worship. Mr. Osguthorpe described how staff did a recent site investigation during a typical Sunday service, finding that excessive parking would be required if the current parking provision were applied to all areas of the public assembly. Further, it was noted that many church attendees parked in the Century Tel parking lot likely because it is more convenient, while many parking spaces remained available in church lot. Mr. Osguthorpe continued by saying that, in the past, this provision was applied only to the main assembly area, and has since been advised by counsel that the section should be applied literally to include all assembly areas including classrooms, etcetera. He asserted that applying the provision literally in this case would mean that the current forested area near the lot would need to be cleared in order to create additional, and unnecessary, surplus parking. The proposed parking provision for houses of religious worship would call for one space per four seats in the largest assembly area. Mr. Osguthorpe added that at the public hearing before the Planning Commission on June 19, 2003, five individuals testified in favor of the proposed changes, and that this issue will be introduced as a first reading later in meeting.

Councilmember Ekberg asked if research had been done at other churches and why staff is proposing to change the provision by city ordinance rather than doing a variance for this particular case. Mr. Osguthorpe answered that the code has been applied consistently to churches in the past, such as during times of remodels, and he believes this case fails to meet site-specific hardship criteria for a variance. He presumes this provision likely creates the same problem for other churches and that they would benefit from change as well. Mr. Osguthorpe answered a few additional questions from Council, including an assertion that he was not aware of any complaints about off-site parking from area residents or businesses.

Michael Kattermann – AHBL Inc., 316 Occidental Ave, Ste 320, Seattle, WA 98126.

Mr. Kattermann is a planner with AHBL, Inc. and spoke on behalf of Chapel Hill Presbyterian Church in favor of the proposed ordinance. He gave some background information on the church's desire for the text amendment to the parking code, explaining that it was triggered during their permit application process for an addition to the church facility. Mr. Kattermann reiterated that, based on the current code, the church would be required to have approximately double their current parking capacity. This amount of parking is more than what is currently needed and, furthermore, the church would still have surplus parking even under the proposed amendment. Mr. Kattermann went on to say that he looked at the parking codes of nine other cities in Western Washington and all are based on the capacity in the main sanctuary. Their parking provisions range anywhere from one space per four seats to one space per eight seats.

Mr. Katterman requested a separate section in the code for houses of religious worship, to retain the one space per four seats ratio, and to avoid additional, unnecessary parking. He reiterated that there was no opposition to the change at the Planning Commission hearing and that there have been no complaints from neighboring residents or businesses. Mr. Katterman offered to answer any questions.

Councilmember Franich asked Mr. Kattermann for an estimate of how many vehicles utilize the Century Tel parking lot and how many spaces remain available in the church parking lot during a typical Sunday. Mr. Kattermann answered that he believed about 40-50 cars utilize the Century Tel lot and approximately 200 spaces are available in the church lot.

Mayor Wilbert asked Mr. Osguthorpe to clarify the filing fee for appeal as described in the Determination of Nonsignificance. He stated that the correct filing fee should read "one hundred fifty dollars (\$150)". The Mayor also asked if the amended public parking provision pertains only to the downtown business area and not other business areas such as the Finholm Marketplace. Mr. Osguthorpe made clear that this provision pertains only to the downtown business area (DB) at this time.

Frank Carnovra – 3119 Judson Street, Gig Harbor. Mr. Carnovra spoke on behalf of the owners of a new restaurant located at 3119 Judson Street and in favor of the proposed amendment. Mr. Carnovra explained that the deletion of the public parking definition would increase available on-street parking near their business, thereby increasing the number of allowable seats in their restaurant from 14 to 27.

There were no further comments, and the Mayor closed the public hearing on this item at 7:46 p.m. and opened the public hearing on the next item.

3. Development Agreement – Olympic Property Group. John Vodopich, Community Development Director, began the public hearing by introducing a draft of the negotiated Development Agreement between the City of Gig Harbor and the Olympic Property Group (OPG). Mr. Vodopich summarized the events leading up to the development of this agreement, as it resulted from proposed amendments to the Comprehensive Plan, and stated that final action on the Development Agreement cannot take place until after the comment/appeal period expires on August 11, 2003. He added that it must be approved prior to final action on the annual Comprehensive Plan amendments.

Janice Piercy – 14001 132nd Street NW, Gig Harbor, WA. Ms. Piercy spoke in favor of the "village center" vision included in the Development Agreement and believes the proposed development will be convenient and a welcome addition to the area.

John Rose – Olympic Property Group, 19245 10th Ave NE, Poulsbo, WA, 98370. Mr. Rose offered to answer questions on the Development Agreement and complimented staff on crafting the proposed agreement on such short notice. He added that it had been a positive experience working with the staff.

Scott Schenks – SHDP, 1359 N 205th St, Shoreline, WA. Mr. Schenks stated that, as adjacent property owners, they are excited to see progress at this site and would like to participate in the planning of any future activities there. He reminded Council that SHDP submitted Comprehensive Plan amendments for the properties across the street from the OPG proposed development, which they have under contract with Logan and Bingham. These properties surround SHDP's existing commercial project and the OPG Development Agreement could

have a specific impact on these properties. Mr. Schenks expressed SHDP's concern with the existing zoning of the properties under contract, and asked that there be some sort of transitional zoning for the property designated as low-density residential, especially where it fronts onto Borgen Boulevard. He asked Council to direct staff to develop some sort of master plan for that area given the fact that Borgen Boulevard will become a major arterial road. Mr. Schenks offered to answer questions.

Councilmember Young admitted that the current low-density residential zoning of the Bingham property is a bit odd, but asked why an increase in the zoning to a higher density use could not be accomplished with a rezone application rather than a Comprehensive Plan amendment. Mr. Schenks responded by saying that in addition to zoning issues, he feels the time is right to develop a plan to make these properties work with the surrounding development.

Councilmember Franich agreed that the zoning seems odd and asked Mr. Schenks if he could shed any light on how this zoning came was originally determined. Mr. Schenks stated that he was not involved during the originally zoning, but in doing research, believes it was due to meeting current zoning percentage requirements.

Charles Keating – 12409 98th Ave Ct NW, Gig Harbor, WA. Mr. Keating explained that he is a member of Kitsap Regional Economic Development Council who has been very involved in telecommunications in Kitsap County and how it impacts traffic patterns. He asked Council to consider the role of telecommunications when they consider possible traffic impacts to the area as a result of the proposed Development Agreement. Mr. Keating described how telecommunication trends have had a beneficial impact on traffic patterns because technology has affected the number and times of day people make trips to commercial areas. Furthermore, because of increased technology, people are lacking beneficial social interaction and so when considering the village center concept, he encouraged Council to keep in mind that the village center will appeal to people and will facilitate interaction.

There were no further comments, and the Mayor closed the public hearing on this item at 8:06.

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 July 14, 2003.
2. Acceptance of Loss Control Grant Funds – AWC RMSA.
3. Burnham Drive Sidewalk – Contract Authorization.
4. Liquor License Renewals: GH Yacht Club.
5. Liquor License Assumption: Jekyll and Hydes Pub.
6. Approval of Payment of Bills for July 28, 2003.
Checks #40636 through #40830 in the amount of \$503,400.11.

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

OLD BUSINESS:

1. Proposed Annexation – North Donkey Creek (ANX 03-03). John Vodopich gave an overview of the proposed annexation for North Donkey Creek. He stated that the inclusion of this item at tonight's meeting is part of the statutory requirement to meet with the initiator within 60 days. Mr. Vodopich explained that In order to proceed with the intent to commence

annexation, Council would need to 1) require that the property owner(s) assume all of the existing indebtedness of the area being annexed; 2) decide whether Council will accept, reject, or geographically modify the proposed annexation (as is the case here as the legal description and map need revision to reflect a modification to the proposed area removing the Tacoma City Light parcel #02-22-31-3-068 as requested by Tacoma Power); and 3) require the simultaneous adoption of Medium-Density Residential (R-2) zoning with the Mixed Use District Overlay (MUD) applied to those properties lying east of Donkey Creek for the proposed area in substantial compliance with the Comprehensive Plan as adopted by city of Gig Harbor Ordinance No. 686. Mr. Vodophich then clarified some procedural questions for Council.

Phil Canter – 13915 52nd Ave NW, Gig Harbor, WA. Mr. Canter, the initiator of the annexation proposal, explained that the necessary modifications to the legal description could be completed by simply changing the text to read “east” of the Tacoma-Lake Cushman power line rather than “west” to define the boundary line.

MOTION: Move to modify the legal description included as part of the proposed annexation of North Donkey Creek and require that R-2 zoning be imposed.
Dick / Picinich – unanimously approved.

2. Resolution – Surplus Equipment, GHPD. City Administrator Mark Hoppen presented a Declaration of Surplus Property for police department radio equipment determined to be of no value and eligible for donation.

Councilmember Dick thanked City Attorney Carol Morris and staff for researching and clarifying the actual value of the equipment as directed by Council at the July 14th Council meeting.

MOTION: Move to adopt Resolution No. 611
Picinich / Ruffo - unanimously approved.

3. Second Reading of Ordinance – Annual Comprehensive Plan Amendments. John Vodophich gave an overview of the annual amendments to the Comprehensive Plan. He explained that, at this time, each item may be deliberated and voted on separately, but that no action may be taken on any amendment, specifically 03-01 and 02-01R, which is tied to the OPG Development Agreement still under consideration. On August 11, 2003, staff will return for Council’s consideration the second half of the ordinance for final adoption.

Bill Nerin – 11221 35th Ave Ct NW, Gig Harbor, WA. Mr. Nerin expressed implied opposition to further development at Gig Harbor North/South and presented a series of questions pertaining to the Comprehensive Plan amendments for Council’s consideration. He then passed out written copies of these questions to the Council and staff.

Anne Nerin – 11221 35th Ave Ct NW, Gig Harbor, WA. Mrs. Nerin is a 14-year resident of Gig Harbor and voiced her opposition to the possible addition of a Costco. She stated that while Gig Harbor North has been very well developed, she feels Costco would create further traffic congestion. She voiced concern over the ability of ambulances to maneuver through traffic should the proposed hospital be built nearby. Mrs. Nerin said she was also concerned about how additional development is not worth the increased tax dollars it would bring and implored Council to preserve the current quality of life in Gig Harbor.

Mr. Vodopich gave an overview of Comprehensive Plan amendment application #02-01 Olympic Property Group.

MOTION: Move to deny Comprehensive Plan amendment application #02-01 Olympic Property Group.
Ekberg / Ruffo – five voted in favor. Councilmember Picinich voted no.

Mr. Vodopich reviewed Comprehensive Plan amendment application #02-01 SHDP Associates, LLC.

MOTION: Move to deny Comprehensive Plan amendment application #02-02 SHDP Associates, LLC.
Ruffo / Ekberg – unanimously approved.

MOTION: Move to postpone action on Comprehensive Plan amendment application #02-01R Olympic Property Group until the August 11, 2003 Council meeting.
Ekberg / Young – five voted in favor. Councilmember Picinich voted no.

MOTION: Move to deny Comprehensive Plan amendment application #02-02R SHDP Associates, LLC.
Ekberg / Ruffo –

Mr. Vodopich reviewed Comprehensive Plan amendment application #02-02R SHDP Associated, LLC.

Councilmember Young explained that his decision to deny this application is based on his desire to preserve the existing residential buffer area to the surrounding neighborhoods like Canterwood, Woodridge, and other outlying areas. He added that this does not preclude the possibility of some minor zoning changes, however, making changes to accommodate commercial development in this case is inappropriate given the proximity to existing neighborhoods. This situation is different from planning buffers for future residential developments.

Councilmember Dick stated that this is his concern as well. He stated that some changes would be more appropriate than others in order to preserve the buffering for existing neighborhoods and in order to accommodate the existence of the surrounding commercial development. Though consideration should be given to some type of zoning changes, particularly for the Bingham property, he believes this particular application is inappropriate for approval.

CALL FOR QUESTION: Move to deny Comprehensive Plan amendment application #02-02R SHDP Associates, LLC.
Ekberg / Ruffo – unanimously approved.

Mr. Vodopich explained that Comprehensive Plan amendment application #03-01 City of Gig Harbor is predicated upon approval of application #02-01R Olympic Property Group and, therefore, must be postponed until the next Council meeting on August 11, 2003.

MOTION: Move to postpone action on Comprehensive Plan amendment application #03-01 City of Gig Harbor until the August 11, 2003 Council meeting.
Ekberg / Picinich –

Councilmember Franich expressed his appreciation of the time devoted by the Planning Commission in their consideration of long-term goals for Gig Harbor North. While he realizes the need for and convenience of commercial services on this side of the Narrows Bridge as well as the benefit of additional tax revenue, he feels that an appropriate amount of time should be given to the Planning Commission's vision for Gig Harbor North.

CALL FOR QUESTION: Move to postpone action on Comprehensive Plan amendment application #03-01 City of Gig Harbor until the August 11, 2003 Council meeting.
Ekberg / Picinich – unanimously approved.

Mr. Vodopich gave an overview of the proposed amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (System Expansion C-7 (Olympic Drive) and System Expansion C-8 (Hazen Short Plat)).

MOTION: Move to approve the proposed amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan.
Ruffo / Picinich – unanimously approved.

Mr. Vodopich reviewed the staff recommendation for incorporation of the adopted March 2001 Park, Recreation, and Open Space Plan by reference as the park and recreation element of the City's Comprehensive Plan.

MOTION: Move to approve incorporation of the adopted March 2001 Park, Recreation, and Open Space Plan.
Ruffo / Picinich – unanimously approved.

MOTION: Move to continue the second reading of the Annual Comprehensive Plan Amendments until the August 11, 2003 Council meeting.
Picinich / Ruffo – unanimously approved.

4. Second Reading of Ordinance – Uddenberg Property Rezone – REZ 03-01.

Mr. Osguthorpe gave a brief overview of the Uddenberg Property Rezone ordinance. He stated that the Hearing Examiner approved the rezone and, therefore, approval of the ordinance would make the rezone effective.

MOTION: Move to adopt Ordinance No. 932 approving the Uddenberg Property Rezone.
Picinich / Ekberg – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Adopting the Assessment Roll for LID 99-1. Mr. Rodenbach summarized the total project costs associated with LID 99-1. There was some discussion on how assessments are determined. There will be a second reading of this ordinance at the next Council meeting.

2. First Reading of Ordinance – Proposed Amendments to GHMC Chapter 17.72.030(F) – Parking Standards and 17.04.640 – Public Parking. Mr. Osguthorpe presented the ordinance

for two proposed text amendments to the Gig Harbor parking standards; one relating to church parking and the other to delete the definition of public parking in order to implement the downtown parking provisions. Mr. Vodopich answered questions from Council on how these parking provisions will be applied in the downtown area and how the number of on-street parking places used by area businesses will be tracked. Mr. Vodopich described how spreadsheets and GIS systems will be utilized to avoid parking-related conflicts and ensure complimentary uses. He added that each situation will have to be reviewed on a case by case basis. This ordinance will return for a second reading at the next Council meeting.

The Mayor called for a five minute recess at 9:07 p.m.

3. First Reading of Ordinance – Increasing Monthly Sewer Rates. Mr. Rodenbach introduced Ashley Emery of Gray & Osborne, the firm hired to conduct a water and sewer rate study on behalf of the City, who in turn introduced Tom Zerkel, the president of Gray & Osborne. Mr. Emery noted that this study has been a two-year process and that working the city staff during this time has been a pleasure. Mr. Emery then began a detailed Powerpoint presentation including a brief overview of the history behind this rate study, the final step in the process. He explained that the study was done, in part, because of certain changes including the need for debt restructuring and capital improvements. Mr. Emery outlined their Cost of Service Rate Analysis and described upcoming sewer capital improvement projects. He presented a comparison of our current sewer rates with the rates of surrounding communities, noting that our rates are significantly lower than the state average and lower than surrounding communities. Mr. Emery presented recommendations for a graduated annual increase in sewer rates and illustrated how this revenue will affect the projected sewer utility cash flows. He added that capital project costs are high in order to maintain the health of the system. Mr. Rodenbach and Mr. Hoppen answered questions from Council. This item will return at the next Council meeting for a second reading.

4. First Reading of Ordinance - Increasing Monthly Water Rates. Mr. Emery continued his rate study presentation as it related to water service rates. He outlined upcoming water capital improvement projects and compared our current water rates to those in surrounding communities. Again, our rates were shown to be right in line with the others, and the recommendation was for a more modest, graduated increase in water rates. These rate increases represent current trends and, primarily, will keep up with inflationary costs. Mr. Emery then reviewed projected water utility cash flows, again describing how capital improvement project costs will remain high for the next few years to maintain the health of system. Mr. Hoppen answered questions from Council regarding capital improvements, trendline data, and how this spreadsheet data will serve as a progressively accurate tool for future capital projects and cash-flow analysis. Mr. Hoppen added that rather than supplementing operational shortfalls with connection fees, increased rates will aid immediate needs, leaving connection fees to generate revenue for a variety of much needed capital improvement projects. Councilmember Ruffo said its obvious that creative financing will be needed to cover these many projects. This item will return at the next meeting for a second reading.

5. First Reading of Ordinance – Annexing Property Owned by the City (ANX 03-05). Mr. Vodopich presented the first reading of this ordinance on the proposed annexation of the property located at the intersection of Vernhardsen Street and Crescent Valley Drive for the purpose of satisfying the 2003 budget objective of a BMX bike park. Though not a requirement, the ordinance was also sent to Pierce County for review and comment which Mr. Vodopich hopes to have back in time for the second reading of this ordinance. Mayor Wilbert asked Mr.

Hoppen to ensure that the Masonic Temple is informed of the proposed ordinance. This ordinance will return at the next Council meeting for a second reading.

6. Development Agreement with Olympic Property Group. Mr. Vodopich presented the ordinance pertaining to the Development Agreement with Olympic Property Group as discussed at the public hearing earlier this evening. He requested direction from Council to proceed on this matter.

MOTION: Move to direct staff to prepare resolution for the adoption of the Development Agreement as proposed for consideration at the August 11, 2003 Council meeting.
Ruffo / Picinich –

At Council's request, Mr. Vodopich provided clarification on the residential, office and retail requirements of the Development Agreement. Councilmember Young thanked staff and stated that he was impressed with the contract document.

CALL FOR QUESTION: Move to direct staff to prepare resolution for the adoption of the Development Agreement as proposed for consideration at the August 11, 2003 Council meeting.
Ruffo / Picinich – five voted in favor. Councilmember Franich voted no.

7. Street Pavement Marking – Contract Award. Mr. Vodopich presented the annual contract for the street pavement marking contract award. He explained that it is listed on the agenda under new business because it exceeds by \$3,021.97 the budgeted amount of \$20,000, primarily due to an unanticipated increased cost for pavement markings.

MOTION: Move to authorize the Mayor to execute the contract with Apply-A Line for Street Pavement Markings on City Streets 2003 in an amount not to exceed \$23,021.97.
Ruffo / Picinich - unanimously approved.

8. Resolution – Surplus Office Furniture. Mark Hoppen introduced the Declaration of Surplus Property for several pieces of old furniture stored at the Bogue Volunteer Center. The furniture has been determined to have minimal value and eligible for donation to the City of Roy. The City of Roy lost their city hall and most of its contents to a fire last year and would appreciate the donation.

MOTION: Move to adopt Resolution No. 612
Picinich / Ruffo - unanimously approved.

STAFF REPORTS:

1. David Rodenbach, Finance Director - Quarterly Finance Report. Mr. Rodenbach gave a brief financial report noting that general fund revenues are ahead of pace and expenditures are lagging. He noted that all funds have adequate cash at this time.

PUBLIC COMMENT:

Mr. R.W. Menzel – 3842 Snyder Lane, Gig Harbor. Mr. Menzel has lived in the Gig Harbor

community for seven years. He expressed his opposition to the location and design of the new BDR office building on Tarabochia Street. Mr. Menzel commended staff on their handling of most community development issues, but opposes the addition of new "box type" office buildings in the historic downtown area of Gig Harbor. Mr. Menzel expressed that he wants to see the beauty and history of Gig Harbor preserved.

Mr. Vodopich responded to his questions and concerns.

COUNCIL COMMENTS / MAYOR'S REPORT: None.

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

MOTION: Move to adjourn to Executive Session for approximately five minutes at 10:40 for the purpose of discussing pending litigation per RCW 42.30.110(1)(i).
Picinich / Franich - unanimously approved.

MOTION: Move to return to regular session at 10:45 p.m.
Picinich / Ruffo - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 10:46 p.m.
Picinich / Ruffo - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 - 3
Disc #2 Tracks 1 - 7
Disc #3 Tracks 1 - 7

Gretchen Wilbert, Mayor

Jaci Parrish, Administrative Receptionist



July 28, 2003

RECEIVED
JUL 30 2003
BY: _____

Gretchen Wilbert
City of Gig Harbor
3510 Grandview St
Gig Harbor, WA 98335

Gretchen
Dear Mayor Wilbert:

1076 Franklin St. SE
Olympia, WA 98501-1346

Phone: 360-753-4137
Toll Free: 1-800-562-8981
Fax: 360-753-0149

Website: www.awcnet.org

On behalf of the Association of Washington Cities' Board of Directors, I want to thank you for your support and assistance during the past year. We are very proud to say that once again every city and town chose to be a member of the Association in 2003. You and your colleagues clearly recognize the value of our partnership to present a unified "city voice" to the citizens of Washington, the Legislature, Congress, and a host of other parties.

AWC remains steadfast in the belief that our cities and towns continue to have the leadership, the perseverance, and the resiliency necessary to overcome the challenges facing them. Because city service is a difficult task that is growing in complexity, AWC is committed to help you meet these challenges and serve your citizens effectively. We will continue to work effectively with the Legislature and strive to offer you programs and services that enhance your ability to provide outstanding service to your citizens.

As we look forward to 2004, we hope you will again join with city officials across the state and participate with your Association. Your commitment to the Association of Washington Cities will help us to help you address the difficult issues faced by cities throughout the state. Whether it is advocating municipal interests in the Legislature, providing insurance programs, or coordinating professional development and training opportunities, AWC is dedicated to providing outstanding service to the City of Gig Harbor, as well as to all the cities and towns of our state.

To assist you with your budgeting process, we have calculated your 2004 **AWC service fee**. Your fee is \$3,380.07, based upon the Office of Financial Management's most recent population figure of 6,655. The AWC Board of Directors recently voted to remove the 2003 discount for the cities most impacted by I-695 and to freeze the service fee rate at the 2003 level for **all cities**. The per capita service fee rate for your size city is 0.5079. **This is simply a notice of your 2004 service fee; we will send you an invoice in December.**

Thank you again for your support and participation. Please feel free to contact me or Mike McCarty at (360) 753-4137 or toll-free (800) 562-8981 if you have any questions regarding this notice or AWC services.

Sincerely,

Stan Finkelstein
AWC Executive Director

Cc: David Rodenbach, Finance Director



"THE MARITIME CITY"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: VERNHARDSON STREET PEDESTRIAN IMPROVEMENT PROJECT
CSP-0208 BID AWARD
DATE: AUGUST 11, 2003

INTRODUCTION/BACKGROUND

A budgeted objective for 2003 calls for the construction of curb, gutter, and sidewalk improvements along the north side of Vernhardson adjacent to City Park.

In accordance with the small works roster process, the City recently requested proposals from seven contractors. Four responsive bids were received and opened on July 31, 2003. The lowest responsive bid being submitted by Dennis R. Craig Construction, Inc. in the amount of \$148,942.19. Summarized below are the bid results:

Dennis R. Craig Construction, Inc.	\$148,942.19
Active Construction	\$160,809.50
M.B. Diddy Construction	\$162,925.00
Harlow Construction	\$199,092.00

ISSUES/FISCAL IMPACT

While the lowest responsive bid exceeded the budgeted allocation of \$140,000 in the Street Operating Fund, Objective No. 17, sufficient funds are available within the street operating account to complete this work. Specifically, the City did not receive state grant funding for the Skansie Avenue Pedestrian Improvement Project. Consequently, the \$95,000 budgeted for construction will not be used and is available to fund the Vernhardson Street Pedestrian Improvement Project overage.

RECOMMENDATION

I recommend that the Council authorize the award and execution of the contract to Dennis R. Craig Construction, Inc. for the Vernhardson Street Pedestrian Improvement Project in the amount not to exceed one hundred forty eight thousand nine hundred forty-two dollars and nineteen cents (\$148,942.19) inclusive of state sales tax.

**VERNARDSON STREET PEDESTRIAN IMPROVEMENT PROJECT
CSP- 0208**

CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, 2003, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Dennis R. Craig Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the construction of the Vernardson Street Pedestrian Improvement Project, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Vernardson Street Pedestrian Improvement Project, CSP-0208," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of one hundred forty eight thousand nine hundred forty-two dollars and nineteen cents (\$148,942.19), including state sales tax, and subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within twenty (20)-working days.
3. The Contractor agrees to pay the City the sum of \$1,117.07 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2002 Standard Specifications for Road, Bridge, and Municipal

VERNHARDSON STREET PEDESTRIAN IMPROVEMENT PROJECT

Construction," including the American Public Works Association (APWA) Supplement to Division 1.

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

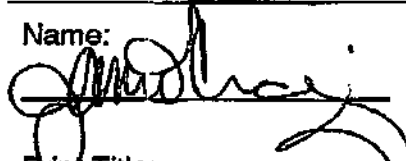
IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Dennis R. Craig Construction, Inc.

Gretchen A. Wilbert, Mayor
City of Gig Harbor

Name: 
Print Title: **Dennis Craig, President**

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney



"THE MARITIME CITY"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: VERNHARDSON STREET PEDESTRIAN IMPROVEMENT PROJECT
CONSTRUCTION SURVEY SERVICES - CONSULTANT SERVICES
CONTRACT
DATE: AUGUST 11, 2003

INTRODUCTION/BACKGROUND

Budgeted objectives for 2003 include the construction of the street improvements along the north side of Vernhardson Street adjacent to City Park. Construction survey staking and related work is needed to provide vertical and horizontal grades, and other information necessary to construct the improvements.

After reviewing the Consultant Services Roster, the City initially contacted the design engineer and requested a quotation to provide the above services. A response was never received by the City. Subsequently, the City then reviewed the Roster and the engineering/survey firm of David Evans and Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, extensive municipal survey experience, and outstanding past performance with the City of Gig Harbor.

The scope includes construction surveying along the project limits.

POLICY CONSIDERATIONS

David Evans and Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

Sufficient funds are available within 2003 Street Operating Fund to cover this expenditure.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey work in the amount not to exceed five thousand sixty dollars and zero cents (\$5,060.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business 3700 Pacific Highway East, Ste. 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of Vernhardson Street Pedestrian Improvement Project, 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 August 4, 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 B**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed five thousand sixty dollars and no cents (\$5,060.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by 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 Services 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 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.

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. It is the intent of this contract for the Consultant's insurance to 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 in respect to the City. 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
Randy Anderson, P.E.
David Evans and Associates, Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

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

David Evans and Associates, Inc.
 3700 Pacific Highway East, Ste. 311
 Tacoma, WA 98424
 (253) 922-9780

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.

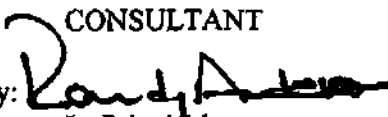
XVIII. Modification

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 4TH
 day of AUGUST, 2003.

CONSULTANT
 By: 
 Its Principal
 SERVICE ASSOCIATE

CITY OF GIG HARBOR
 By:
 Mayor

Notices to be sent to:
 CONSULTANT

Stephen Misiurak, P.E.

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)
) 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

CITY OF GIG HARBOR

VERNHARDSON STREET NW PEDESTRIAN IMPROVEMENTS PROJECT

CSP 0208

SCOPE OF SERVICES

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (CITY) for construction survey work for the Vernhardson Street NW Pedestrian Improvements Project.

This project involves providing construction survey staking for approximately 813 Lineal Feet of pedestrian improvement work on Vernhardson Street NW.

This scope of services is based on unsigned plans provided to DEA by the City and titled Vernhardson Street NW Pedestrian Improvements, Project CSP 0208. The plans were developed by Parametrix, Inc. and are undated.

The road centerline information, project design, and other topographic information shown in these plans will be used by DEA to provide the city with construction staking for the project. DEA takes no responsibility for the location of existing utilities shown on the plans or as they exist in the field.

A preliminary estimate of effort for this project is as follows:

1. Horizontal and Vertical Control	1 Day	\$1040.00
2. Station Centerline	1 Day	\$1040.00
3. Offset and Grade New Curb	1 Day	\$1040.00
4. Stake Wall, New Storm CB and Saw Cuts	1 Day	\$1040.00
5. Office Calculations and Administration	1 Day	\$600.00
6. Miscellaneous Expenses		\$300.00
Total		\$5060.00

All work on this project will be done by the hour on an on-call basis as requested by the CITY. The hourly rates are shown on the attached Exhibit B. The CITY will request all work 48 hours prior to needing the work done in the field.

SERVICES PROVIDED BY THE CITY

- The CITY will obtain permission to access onto adjoining private properties or on easement areas or rights- of-way not belonging to the City of Gig Harbor if necessary.
- Final plans used for performing the construction survey work for this project will be provided to DEA in electronic format. The CITY and/or the contractor will be responsible for locating all utilities for the project.

- The CITY will provide DEA with any plan change information three (3) business days prior to the request to have that particular item field staked. However, DEA will make every reasonable effort to minimize that time to allow the Contractor's work to proceed without delay.
- The CITY will provide all needed traffic control for DEA's survey effort.
- The CITY will have the Contractor provide a "line of sight" for all survey work if needed. This includes initial brush and vegetation clearing and moving any obstructions that would impair DEA's survey work.

CONDITIONS OR EXCLUSIONS OF WORK

- DEA will use the existing road alignment information developed in the project plans as the basis for all construction staking work done on this project. DEA assumes no responsibility for the correctness or accuracy of this information. DEA assumes no responsibility for the location of utilities either shown on the plans or as they exist in actual location.
- All construction staking is on a one-time basis only. Re-staking work will be done on a time and expense basis.
- No property survey work or staking of right-of-way lines that will require the filing of a Record of Survey will be done as part of this project. If so requested by the CITY, property corners or right-of-way corners can be set and will be done on a time and expense basis.
- Existing monuments that will be removed or destroyed and reset by DEA will be done in accordance with the Public Land Survey Office, Department of Natural Resources permitting requirements and regulations.
- All requests for construction survey work by the Contractor will be presented to DEA through the CITY not less than three (3) business days before completed staking of the requested item is required.
- DEA will set construction stakes, offset stakes, or hubs needed to do the construction work. The Contractor shall be fully responsible for all data, dimensions, elevations, and data measured or taken from these provided stakes or hubs.

REIMBURSABLES

- Fees for reprographics and postage
- Mileage
- Brassies (If so requested by the CITY)

PROJECT SCHEDULE

DEA is available to begin work within 48 hours after written authorization of this Scope of Work is received from the CITY.

GIGHARVERNHARDSON-1
8/4/2003

DAVID EVANS AND ASSOCIATES, INC.
 3700 PACIFIC HIGHWAY EAST
 TACOMA, WA 98424

EXHIBIT B
CITY OF GIG HARBOR
VERNHARDSON STREET NW PEDESTRIAN IMPROVEMENTS PROJECT
SCHEDULE OF RATES AND ESTIMATED HOURS

	Project	Office/Clerical	Survey	Professional	Survey	2-Person	Task Sums
	Manager		Manager	Land Surveyor	Technician	Survey Crew	
	\$ 129.00	\$ 43.50	\$ 121.00	\$ 96.10	\$ 79.05	\$ 130.00	
ALL WORK ON THIS PROJECT WILL BE DONE BY THE HOUR ON AN ON-CALL BASIS AS REQUESTED BY THE CITY OF GIG HARBOR. HOURLY RATES ARE AS SHOWN ON THIS EXHIBIT.							
CONTINGENCIES/WORK TO INCLUDE							
1. Horizontal and Vertical Control							
2. Station Centerline							
3. Offset and Grade New Curb							
4. Stake Wall, New Storm CB and Saw Cuts							
5. Office Calculations and Administration							
Total Estimate							4,760.00
EXPENSES							
Mileage at \$.36 per mile							\$ 100.00
Brass Monuments (Estimate, If Requested by the City)							\$ 100.00
Reprographics/Postage							\$ 100.00
TOTAL PROJECT COST							\$ 5,060.00

Higher rates have been used for estimating. Actual rate of person doing the work will be used for billing purposes.



"THE MARITIME CITY"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: VERNARDSON STREET PEDESTRIAN IMPROVEMENT PROJECT,
CSP-0208 GEOTECHNICAL MATERIALS TESTING CONSULTANT
SERVICES CONTRACT
DATE: AUGUST 11, 2003

INTRODUCTION/BACKGROUND

Materials testing assistance is necessary for the Vernhardson Street Pedestrian Improvement Project to ensure the materials used in the project meet the requirements of the plans and specifications. All materials testing must be performed in accordance with the requirements and procedures of the Washington State Department of Transportation (WSDOT).

The materials testing firm of Krazan & Associates, Inc was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive past testing experience with the City.

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

Krazan & Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contract.

FISCAL CONSIDERATIONS

Sufficient funds are available in the 2003 Street Operating Fund to cover this expenditure.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Krazan & Associates, Inc. for materials testing services for the Vernhardson Street Pedestrian Improvement Project in the amount not to exceed three thousand five hundred six dollars and no cents (\$3,506.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN & ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan & Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business 20714 State Hwy. 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of Vernhardson Street Pedestrian Improvement Project, 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 August 1, 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 three thousand five hundred six dollars and no cents (\$3,506.00) 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 – Scope of Work**. 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 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 Services 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 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.

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. It is the intent of this contract for the Consultant's insurance to 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 in respect to the City. 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
Jeff Bowers, Construction Services Manager
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Suite 3C
Poulsbo, WA 98370
(360) 598-2126

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT

CITY OF GIG HARBOR

By: Jeff Bowers
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Jeff Bowers, Construction Services Manager
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Suite 3C
Poulsbo, WA 98370
(360) 598-2126

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

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

 **Krazan** & ASSOCIATES, INC.

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

August 1, 2003

KA Proposal No.:

P03-118P

Client: City of Gig Harbor
MR. STEVE MISIURAK
3510 Grandview St.
Gig Harbor, WA 98335

Telephone: (253) 851-6170
Fax: (253) 853-7597

Project: **Vernhardson St. Project/Gig Harbor, WA**

Dear Mr. Misiurak:

Per our conversation, attached please find the rates for the above mentioned project. Should these terms and conditions meet with your approval, please sign and return **no later than August 15, 2003.** Upon receipt we will forward a fully executed to you for your records.

Thank you for the opportunity to submit this proposal for construction testing and inspection services for the above referenced project. We propose to perform the necessary services on a time and material basis.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.

Jeffrey M. Bowers
Construction Services Manager
Pacific Northwest Division

With Eleven Offices Serving The Western United States

20714 State Hwy. 305 N E Ste. 3C – Poulsbo, WA 98370 (360) 598-2126 Fax: (360) 598-2127

Page 10 of 11

ANTICIPATED SERVICES

DESCRIPTION	UNIT	RATES		AMOUNT
Soils Compaction Inspection	25	\$38.00	hr.	\$950.00
Nuclear Densometer Rental/Security Fee	5	\$9.00	ea.	\$45.00
Asphalt Inspection	6	\$38.00	hr.	\$228.00
Reinforced Concrete Inspection	20	\$38.00	hr.	\$760.00
Compressive Strength Samples {concrete, grout, mortar}	15	\$17.00	ea.	\$255.00
Sample Pick Up	1	\$40.00	ea.	\$40.00
Mileage	300	0.36	mile	\$108.00
Moisture Density Relationship {ASTM D1557}	2	\$180.00	ea.	\$360.00
Soil Sieve Analysis {ASTM C136}	3	\$95.00	ea.	\$285.00
Asphalt Rice Analysis	1	\$100.00	ea.	\$100.00
Asphalt Extraction/Gradation {ASTM D2172}	1	\$225.00	ea.	\$225.00
Project Management	2	\$55.00	hr.	\$110.00
Report Preparation/Processing	1	\$40.00	hr.	\$40.00
CONSULTING SERVICES IF REQUIRED				
Field Geologist/Field Engineer		\$60.00	hr.	\$0.00
Senior Engineering Geologist		\$75.00	hr.	\$0.00
Senior Environmental Geologist		\$80.00	hr.	\$0.00
Staff Engineer		\$85.00	hr.	\$0.00
Senior Engineer		\$95.00	hr.	\$0.00
Principle Engineer		\$110.00	hr.	\$0.00
TOTAL ESTIMATED PROJECT BUDGET:				\$3,506.00

NOTES:

All inspections performed will be billed on a portal-to-portal basis unless specifically noted otherwise. Overtime charges will be billed more than the estimated amount. The standard turn around time for proctor/sieve analyses will be three (3) business days from the time the soil sample is delivered to the lab. A four-hour minimum charge applies to structural steel inspection services. Additional services requested in addition to the quantities above will be billed at our current rates. Please sign the attached CONTRACT to set prices for this project. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.

Krazan & Associates, Inc.



"THE MARITIME CITY"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: GRANDVIEW FOREST PARK TANK REPAINTING PROJECT
INSPECTION SERVICES CONSULTANT SERVICES CONTRACT
DATE: AUGUST 11, 2003

INTRODUCTION/BACKGROUND

The repainting of the Grandview Forest Park water tank requires highly specialized inspection services to ensure that the sandblasted tank surface and the application of the epoxy coatings are applied in compliance with the project specifications. Currently, it is unknown whether the tank paint contains lead. In order to ensure accurate bid results, it is essential the City perform the lead testing, and provide the results to all bidders prior to submittal of their bids.

After reviewing the Consultant Services Roster, the firm of Krazan & Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, past City performance, and extensive specialized tank testing experience.

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

Krazan & Associates, Inc. meets all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was identified in the adopted 2003 Water Operating Budget, Objective No. 9 with \$71,500 allocated to this project. Adequate funds exist in the adopted 2003 Budget to perform the work.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Krazan & Associates, Inc. for testing services related to the Grandview Forest Park Tank Repainting Project in an amount not to exceed four thousand two hundred twenty-eight dollars and no cents (\$4,228.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN & ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan & Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business 20714 State Hwy. 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the repainting of Grandview Forest Park Tank Repainting Project, 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 August 1, 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 twenty-eight dollars and no cents (\$4,228.00) 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 – Scope of Work**. 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 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.

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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 Services 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.

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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.

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

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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 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.

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. It is the intent of this contract for the Consultant's insurance to 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 in respect to the City. 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
Jeff Bowers, Construction Services Manager
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Suite 3C
Poulsbo, WA 98370
(360) 598-2126

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT

CITY OF GIG HARBOR

By: Jeffrey M. Bowers
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT

Jeff Bowers, Construction Services Manager
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Suite 3C
Poulsbo, WA 98370
(360) 598-2126

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)
) 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

 **Krazan** & ASSOCIATES, INC.

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

August 1, 2003

KA Proposal No.:

P03-115P

Client: City of Gig Harbor
MR. STEVE MISIURAK
3105 Judson St.
Gig Harbor, WA 98335-1221

Telephone: (253) 851-8145
Fax: (253) 853-7597

Project: **Gig Harbor City Hall Tank Retrofit/Gig Harbor, WA**

Dear Mr. Misiurak:

As per your request, attached are the rates for the above-mentioned project. Should these terms and conditions meet with your approval, please sign and return **no later than August 15, 2003.** Upon receipt we will for a fully executed copy for your records.

Thank you for the opportunity to submit this proposal for construction testing and inspection services for the above referenced project. We propose to perform the necessary services on a time and material basis.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.

Jeffrey M. Bowers
Construction Services Manager
Pacific Northwest Division

With Eleven Offices Serving The Western United States

20714 State Hwy. 305 N E Ste. 3C – Poulsbo, WA 98370 (360) 598-2126 Fax: (360) 598-2127

ANTICIPATED SERVICES

DESCRIPTION	UNIT	RATES	AMOUNT
Structural Steel Tank Substrate Inspection	42	\$60.00	\$2,520.00
Epoxy Coat Thickness Inspection	20	\$60.00	\$1,200.00
Lead Based Paint Testing - In & Out	4	\$17.00/ea.	\$68.00
Mileage		.365/mile	
Sample Pick Up	2	\$40.00/ea.	\$80.00
Lab Technician	2	\$50.00	\$100.00
Report Prep.	1	\$40.00	\$40.00
Project Management	4	\$55.00	\$220.00
CONSULTING SERVICES - IF REQUIRED			
Field Geologist/Field Engineer		\$60.00/hr.	
Senior Engineering Geologist		\$75.00/hr.	
Senior Environmental Geologist		\$80.00/hr.	
Staff Engineer		\$85.00/hr.	
Senior Engineer		\$95.00/hr.	
Principle Engineer		\$110.00/hr.	
TOTAL ESTIMATED PROJECT BUDGET:			\$4,228.00

NOTES:

The mileage charges as stated above are an Industry Standard and are slightly higher than the Federal Government allowed **employee** reimbursable rate, as KAI has fees associated with paying and collecting the funds. A four-hour minimum charge applies to structural steel inspection services. All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Overtime charges will be billed more than the estimated amount. Additional services requested in addition to the quantities above will be billed at our current rates. Please sign the attached CONTRACT to set prices for this project. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.

Scope of services

Inspection services for this project will include: Measurement of the post-sandblasted substrate surface for compliance to project specifications. Wet film and dry film coating thickness measurements as required will be conducted. (The coating contractor will supply the Dry Film Thickness gauge or KAI can rent one at the owner's expense.) A final letter will be prepared presenting our findings and delivered to the City within one week of the final inspection. Daily reports can be faxed and mailed to the owner weekly or daily if requested.

Krazan & Associates, Inc.



"THE MARITIME CITY"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: BUILDING SIZE ANALYSIS - CONSULTANT SERVICES CONTRACT
DATE: AUGUST 11, 2003

INFORMATION/BACKGROUND

A 2003 Planning Budget Objective called for a 'Building Size Analysis':

Building size analysis. *Solicit professional consultant services for the purposes of conducting a comprehensive review of the issue of building sizes limitations. Such a review would take in to consideration the local environment, and economics, and result in a written report/presentation that would outline alternatives and recommendations for consideration. \$25,000 December*

Staff prepared and issued an RFP for this project on June 3, 2003. The RFP was posted on the City website; published in the Peninsula Gateway and The Daily Journal of Commerce; and directly sent to consultants with expertise in this area. Four (4) proposals were received by the submission deadline - Perteet Engineering, Inc.; Hebert Research, Inc.; Beckwith Consulting Group; and Johnson Braund Design Group, Inc.

The Community Development Advisory Committee (Council Members Dick, Ekberg, & Young) met on June 26, 2003 to review and discuss the proposals with staff. The group unanimously agreed that Perteet Engineering appeared to be best suited to accomplish the task at hand.

The standard consultant services contract is being utilized for this project.

I have also enclosed for your consideration a July 10, 2003 memorandum from Council Member Franich regarding the scope of the project.

RECOMMENDATION

I recommend that the Council approve the consultant services contract with Perteet Engineering, Inc. for the Building Size Analysis project in an amount not to exceed twenty-five thousand dollars (\$25,000.00).

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM:
SUBJECT:
DATE: JULY 10, 2003

In light of the city moving forward with the economic study of the downtown area I believe it is important to be as comprehensive as possible. Part of this should include various scenarios.

If a scenario that moves forward includes a vision of encouraging the public to enjoy our downtown area in a more intense way the property owners of both sides of Harborview Drive should be allowed to help facilitate these goals.

I am asking the council and staff to include in this study the results of changing the zoning on the south side of Harborview Drive to RB-1 or RB-2.

I would like to make it clear I do not necessarily support this idea but think it is important to include this element to have a comprehensive report.

Thank you for your consideration,



James M. Franich

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Perteet Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business in the county of Snohomish, city of Everett, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the analysis of building sizes, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated July 31, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

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 Twenty Five Thousand Dollars (\$25,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. . The parties agree that the work described in **Exhibit A** shall be completed by December 18th, 2002; 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 one 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 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.

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. It is the intent of this contract for the Consultant's insurance to 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 in respect to the City. 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.

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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 Director of Planning and Building Services and the City shall determine the term or provision's true intent or meaning. The City Director of Planning and Building Services 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 Director of Planning and Building Services 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
John Hoffman
Perteet Engineering, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201
(425) 252-7700
(425) 339-6018 Fax
johnh@perteet.com

John P. Vodopich, AICP
Community Development Director
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278
(253) 858-6408 Fax
vodopichj@lesa.net

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

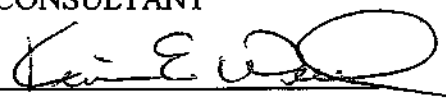
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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 _____, 2003.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
John Hoffman
Perteet Engineering, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201
(425) 252-7700
(425) 339-6018 fax
johnh@perteet.com

John P. Vodopich, AICP
Community Development Director
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278
(253) 858-6408 Fax
vodopichj@lesa.net

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Kevin E. Wood 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 President of Perceat Engineering Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7-31-03

Janice Kramer

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

9-1-2006
STATE OF WASHINGTON
JANICE KRAMER
COMMISSION EXPIRES

My Commission expires: 9-1-2006

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 she signed this instrument, on oath stated that 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 Services
Building Size Analysis
City of Gig Harbor
July 31st, 2003

Project Description and Purpose

The project will provide the City of Gig Harbor with an analysis and recommendations for building size limitations in the WM; RB-1; B-1; B-2; C-1; and the WR; R-1; R-2; R-3; RB-2; WC and DB zoning categories. The purpose of the project is to provide an understanding of the size and visual characteristics of future development that can provide economic viability while retaining the architectural and environmental characteristics desired in Gig Harbor.

Task Force Formation

- Meet with Planning Director and selected City Council to establish a “taskforce” of six to eight stakeholders and city staff.
- Schedule and conduct up to five meetings with the task force through the course of the project.

Stakeholder Interviews

- Using a standardized questionnaire, interview selected business and property owners, residents, planning commissioners and City Council members to gather issues, concerns, and opinions regarding building size issues. Up to six interviews will be conducted.
- Summarize the stakeholder interviews into a summary memo.

Visual Setting Analysis

Document existing building size characteristics present in the WM; RB-1; B-1; B-2; C-1; and the WR; R-1; R-2; R-3; RB-2; WC and DB zoning categories within Gig Harbor

Develop a presentation that:

- documents these architectural precedents.
- demonstrates existing views from public properties.
- creates a “visual structure” diagram.
- identifies public open space and rights of way that contribute to the “view shed”.
- demonstrates current building types for uses allowed within the subject zoning districts.

Conduct a “Building and Visual Setting Workshop” to present the above material and to garner public comment about:

- view opportunities.
- architectural context studies.
- architectural issues such as height, bulk modulation, cornice, etc.
- contemporary building solutions.

Prepare a “Visual Issues Summary” memo will be produced to document issues, opinions and consensus.

Building Form Studies

- Prepare an analysis of the building size issues, potential building types and parking requirements
- Prepare and conduct a public workshop that includes:
 - a short presentation of project examples that fit the stakeholder visions.
 - an interactive “charrette” with stakeholders to develop prototype building concepts that meet the size limitations and other “fit” criteria for business provision and minimum visual impacts.
 - explores various architectural means to reduce the apparent bulk of larger buildings.
- Summarize the results of the Building Size/Form charrette in an illustrated memo: “*Building Form and Size Alternatives for Gig Harbor*”.

Recommendations and Final Presentation

- Prepare and submit draft recommendations for building form and size limitations for staff review.
- Review staff comments and submit final recommendations for the size and form of future buildings in Gig Harbor.
- Present the overall findings and recommendations to the planning commission.

Required documents from the City of Gig Harbor

The City will provide Pertee Engineering, Inc, with available reports, data and studies pertinent to the Building Size Analysis project. The requested reports, data and studies include, but are not limited to:

- Gig Harbor Comprehensive Plan.
- Gig Harbor Zoning Code.
- GIS data (to be returned after project completion).
- Other pertinent data, council findings and studies.

Products

The consultant shall provide the City of Gig Harbor with 6 copies of the following:

- Stakeholder Interview summary memo.

- Visual Issues summary memo.

- Final recommendations report.

The consultant shall conduct the following:

- Up to five task force meetings.

- Stakeholder interviews.

- Building and visual setting workshop.

- Public Workshop: Building Size/Form.

- Presentation of recommendations to Planning Commission or City Council.

Exhibit B
Schedule of Rates and Estimated Hours: Building Size Analysis
City of Gig Harbor
July 31st, 2003
PERTEET ENGINEERING, INC.
Schedule of 2003 Billing Rates

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$165.00
Senior Associate / Branch Manager / Principal Surveyor	140.00
Senior Project Manager / Senior Professional Land Surveyor	120.00
Professional Land Surveyor	90.00
Project Manager / Urban Design Manager	105.00
Project Engineer / Field Observer	90.00
Design Engineer II	75.00
Design Engineer I	70.00
Designer / Technician	75.00
Project Surveyor	80.00
CADD Operator / Drafter / Survey Technician	70.00
Clerical / Survey Assistant	55.00
One Person Survey Crew	85.00
Two Person Survey Crew	140.00
Three Person Survey Crew	190.00
Expert Witness:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates
<u>Direct Expenses</u>	<u>Rate</u>
CADD Station	\$10.00 per hour
Traffic Modeling	\$15.00 per hour
Xerox Black & White Copies	No Charge
Xerox Color Copies	\$.80 each
Plan Sheet Prints	\$1.50 each
Final Plotting Fee	\$30.00 per sheet
Mileage	0.40 per mile



PERTEET ENGINEERING, INC.
Schedule of 2003 Billing Rates
Page 2

Dual Freq. GPS Receiver	\$200.00 per day
Total Station Data Collection System	\$100.00 per day
Robotic Total Station Data Collection System	\$200.00 per day
Automatic Level	\$10.00 per day
Digital Level	\$50.00 per day
Survey monuments & cases	Cost plus 10 percent
Outside Reproduction Services	Cost plus 10 percent
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent

Callison Architecture (Subconsultant) Schedule of Hourly Rates

Callison Architecture's current hourly rate schedule is as follows:

Principal Level 1	\$250.00/Hour
Principal Level 2	\$200.00/Hour
Principal Level 3	\$175.00/Hour
Principal Level 4/ Staff Level 1	\$150.00/Hour
Staff Level 2	\$125.00/Hour
Staff Level 3	\$110.00/Hour
Staff Level 4	\$100.00/Hour
Staff Level 5	\$ 90.00/Hour
Staff Level 6	\$ 80.00/Hour
Staff Level 7	\$ 70.00/Hour
Staff Level 8	\$ 60.00/Hour
Staff Level 9	\$ 50.00/Hour
Staff Level 10	\$ 40.00/Hour

Schedule of Estimated Hours

Perteet Engineering

Senior Associate	4-8 hours
Urban Design Manager	150-180 hours
CADD Operator	16-24 hours
Clerical	8-12 hours

Callison Architecture

Principal Level 2	4-6 hours
Staff Level 2	12-16 hours



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: 56TH STREET/POINT FOSDICK DRIVE PROJECT CSP-0202
CONSULTANT SERVICES CONTRACT AMENDMENT NO. 1
DATE: AUGUST 11, 2003

INTRODUCTION/BACKGROUND

On May 28, 2002, the City Council approved a consultant services contract for the topographic survey and base map creation for the above-mentioned project to the engineering firm of David Evans and Associates, Inc. (DEA) in the amount of \$19,689.00. This amendment provides for the development of a design report and generation of approximately 50 percent construction plans.

The tasks to be completed under this amendment include the following:

- Project Management,
- Public Notification and Meetings,
- Development Project Design Report,
- Horizontal and Vertical Alignment,
- Cross Sections, Slopes and Retaining Walls,
- Signal and Channelization Plan,
- Utilities Coordination,
- Storm Drainage Report and 30 % Drainage Plans,
- Right of Way Review and Coordination,
- Cost Estimate,
- Geotechnical Sub consultant Services,
- Contingency Work as authorized by the City of Gig Harbor,
- And miscellaneous expenses.

Upon completion of this work, a future amendment will be taken before council for approval for the completion of the final plans and specifications.

FISCAL CONSIDERATIONS

This is a budgeted item from the 2003 Street Operating Fund, Objective No. 3, within the \$170,000 allocated for this project.

Council approval is requested to execute a contract amendment to the engineering services contract with David Evans and Associates, Inc.

MAYOR WILBERT AND CITY COUNCIL

August 11, 2003

Page 2

The consultant services contract with DEA for engineering services is currently in the amount of \$19,689.00; Amendment No. 1, in the amount of \$124,571.30, revises the total contract with DEA to \$144,260.30.

RECOMMENDATION

I recommend that the Council authorize execution of Amendment No. 1 to the consultant services contract for additional final design services between the City of Gig Harbor and David Evans and Associates, Inc. in the not to exceed amount of one hundred forty four thousand two hundred sixty dollars and thirty cents (\$144,260.30).

**AMENDMENT NO. 1 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated May 28, 2002, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of 56th Street/Point Fosdick Drive Project and desires that the Consultant perform engineering services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on May 28, 2002 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: one hundred twenty four thousand five hundred seventy-one dollars and thirty cents (\$124,571.30). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. Effectiveness of all Remaining Terms of Agreement. All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2003.

THE CITY OF GIG HARBOR

By: Michael Clark
Its Principal
Senior Associate

By: _____
Mayor

Notices to be sent to:

CONSULTANT
David Evans and Associates, Inc.
Attn: Randy Anderson, P.E.
3700 Pacific Highway East, Ste. 311
Tacoma, Washington 98424
(253) 922-9780

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

Peter D. [Signature]
Vice President

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)
) 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 SERVICES

CITY OF GIG HARBOR

for

PREPARATION OF A DESIGN REPORT

AND PRELIMINARY PROJECT DESIGN

for

POINT FOSDICK DRIVE NW

from

56TH STREET NW

to

OLYMPIC DRIVE NW

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City). Exhibit A describes the Scope of Services that will be performed by DEA for the preparation of a design report and preliminary design information for this project. The final product will be a document that establishes project design criteria on which to base the preparation of the final project plans and specifications. A geotechnical report will also be prepared for the project which will determine soil stability, roadway cross section information, and other engineering design criteria.

PROJECT DESCRIPTION

The road project will involve the widening and improvement of approximately 2,900 lineal feet of Point Fosdick Drive NW from 56th Street NW to the Olympic Drive NW intersection. The north-leg of the Point Fosdick Drive NW/Olympic Drive NW intersection will also be improved.

The roadway section for the project will be established as part of the preliminary engineering work. Generally it will consist of two 11-foot through lanes, a 12-foot two-way left-turn lane, two 5.5-foot bicycle lanes, cement concrete curb and gutter, a 2-foot landscape strip on the west and south side of the road, and 5.5-foot sidewalks on both sides of the road. The project will include illumination using city standard ornamental lighting standards. Approximately 24 commercial road approaches will be designed for the project. Cross-sections will be developed and the location and elevation of retaining walls will be determined.

PROJECT DESIGN CRITERIA

The project will be designed in accordance with the American Association of State and Highway Transportation Officials (AASHTO) green book, the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor

Public Works Standards as guidelines for the development of the project. The project's storm drainage system will be designed following criteria established in the City's storm drainage manual and regulations. DEA will use AutoCAD 2000 and Softdesk software for its engineering applications.

TASK 1 - PROJECT MANAGEMENT

Work on this task provides for the preparation, attendance, follow-up, and documentation of project management coordination meetings between DEA and City throughout the duration of the project. They will be used to discuss project issues, approve submittals, and develop potential solutions. In addition, DEA will attend other meetings as described within this scope. Where possible, meetings with utilities, property owners, WSDOT, developers, or other agencies and the City will be combined for efficiency.

For budgeting purposes, DEA shall prepare for, attend, and document up to six (6) project meetings. Meetings may be required for coordination with the City, WSDOT, adjacent property owners and potential developers, and utility representatives. The meetings will be held in a location acceptable to the City and DEA.

For this project task, DEA will:

- Attend up to 4 two-hour project meetings with the City at the City's request. DEA will document the results of these meetings for the project files and meeting notes will be submitted to the City if so requested.
- Provide project status reports to the City every two weeks either verbally or in written form documenting key issues and decisions made for the project. When applicable, tasks that must be performed by DEA and/or the City in the future will be documented for project scheduling purposes.
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project
- Provide project management, administration, and engineering supervision for the project to assure that the work is being done in conformance with the project's established design guidelines and the overall project goals. Coordinate sub-consultant work as required.
- Make site reviews and inspections as necessary to determine whether design concepts can be practically implemented in the field.
- Provide internal QA/QC review throughout the design process

Task Deliverables:

DEA will attend four meetings, provide updates to the City as requested, prepare and submit invoices, provide project management and oversight and engineering supervision, and perform internal QA/QC for the project.

TASK 2 - PUBLIC NOTIFICATION AND MEETINGS

Work on this task will be done in cooperation with the City and will involve two meetings with the public and/or adjacent property owners. The City will arrange the meetings and will provide a meeting place with necessary accommodations. This task will involve meetings with the public and/or property owners to discuss project details, right-of-way issues, access, and similar issues. DEA will respond to public inquires regarding the project or prepare correspondence for the City if so requested.

This work task includes:

- Attend two meetings with property owners regarding project details and impacts of the project to their property or prepare and/or participate in public meeting(s) to discuss project design issues.
- Prepare necessary sign-in sheets, meeting agendas, displays, handouts, maps, and plans for the meetings.
- Respond to public inquires about the project and prepare correspondence for the City regarding outcomes or decisions made at the meetings.

Task Deliverable:

DEA will prepare meeting materials, attend two public meetings, and respond to public inquires regarding the project.

TASK 3--DEVELOP PROJECT DESIGN REPORT

DEA will develop a Design Report for the project. This report will establish design criteria that will be used for the development of the project plans and specifications. The Design Report will be a written document that will address pertinent geometric and project criteria. As a first order of work, DEA will assist the City with developing a roadway section for the project. It will include information on the following subjects:

- Roadway Section Development---Assist the City with the development of a roadway section(s) for the project.
- Design Speed---Project design speed will be established.
- Design Vehicle---A project design vehicle will be established and turning radii for that vehicle will be determined.
- Horizontal Alignment---Maximum and minimum horizontal curve criteria will be established.
- Vertical Alignment---Maximum and minimum vertical curve criteria will be established.
- Intersection Geometry for Three Public Roads (34th Avenue Court NW, 32nd Avenue NW, and Narrows Way)---Turning radii for the design vehicle will be established for public road intersections and compared to city standards. Turning radius templates for the design vehicle will be run at critical locations and included in the report.
- Intersection Geometry for Undefined Private Road Approaches---There are approximately six undefined commercial accesses that have unlimited access off of Point Fosdick Drive NW. DEA will propose one road approach access scheme for these driveways and revise them one time at the direction of the City. After the locations have been established turning radii for the design vehicle will be established

for private road approaches and compared to city standards. Turning radius templates will be run at critical locations and included in the report.

- Intersection Geometry for Defined Private Road Approaches---There are approximately 18 defined commercial accesses off of Point Fosdick Drive NW. Turning radii for the design vehicle will be established for private road approaches and compared to city standards. Turning radius templates will be run at critical locations and included in the report.
- Lane Configuration---A preliminary channelization plan showing taper lengths will be developed.
- Roadway Cross Section---Typical roadway cross sections will be developed for the project. The paving sections will be based on the results of the geotechnical report prepared for the project.
- Superelevation Rates and Superelevation Diagram---An appropriate superelevation rate will be selected and a superelevation diagram for the project will be developed.
- Entering Sight Distance Criteria and Review of Accesses---Applicable entering sight distance criteria will be determined by development of sight line diagrams. Access locations entering onto Point Fosdick Drive NW will be reviewed one time only to determine that adequate entering sight distance is available. Conflicts regarding entering sight distance will be documented and included in the Design Report. Designs to resolve the entering sight distance problems are not included in this phase of work.
- Decorative Crosswalks---Crosswalk locations will be determined and applicable decorative crosswalk details provided by the City will be included in the design report.
- Right-of-Way and/or Slope Easement Issues---Potential right-of-way and/or slope easement issues will be addressed in the report. This will be information in nature only and resolution of encroachment issues is not included in this task.
- Develop a tentative schedule for the project.

DEA will submit the Design Report to the City in draft form for review and comment. DEA will revise the draft document one time only based on City comments. The CITY agrees to promptly review this document, note desired changes or revisions, and return to DEA for finalization.

Task Deliverable:

DEA will submit two final Design Reports to the City bound in a three-ring binder. The report will be stamped and signed by a professional civil engineer licensed in the State of Washington.

TASK 4---HORIZONTAL AND VERTICAL ALIGNMENT

DEA will establish the project's horizontal and vertical alignment for the project. This will be based on the topographic survey work previously done by DEA in 2002. A draft horizontal and vertical alignment will be submitted to the City one time for their review and comment. The horizontal and vertical alignment will be revised one time based on city review comments. A draft superelevation diagram will be prepared and submitted to the City one time for review and comment. The superelevation diagram will be revised one time based on city review comments. A memorandum will be prepared for the City

based on criteria found in AASHTO and/or the WSDOT justifying the selected superelevation rate and superelevation diagram.

For this work project, DEA will:

- Develop a draft and final horizontal alignment for the project.
- Develop a draft and final vertical alignment for the project.
- Develop a draft and final superelevation diagram for the project.
- Prepare a memorandum justifying the selected superelevation rate and diagram.

Task Deliverable:

DEA will prepare and submit to the City one draft and one final horizontal, and one draft and one vertical alignment plan and one draft and one final superelevation diagram. A final alignment plan will be submitted to the City in hard copy format on 22" x 34" size plan sheets and also in electronic format. DEA will prepare and submit to the City a memorandum justifying the selected superelevation rate and diagram.

TASK 5---CROSS SECTIONS, SLOPES, AND RETAINING WALL DESIGN

DEA will develop typical roadway cross sections for the project and show slope catch points and define locations where retaining walls may be needed. Preliminary retaining wall heights and lengths will be established. This task will be done after the project's Design Report and horizontal and vertical alignment has been finalized and approved by the City.

For this project task, DEA will:

- Prepare the applicable electronic roadway cross-section program for the project.
- Run one preliminary set of project cross sections for the length of the project at 50-foot stations.
- Run one final set of project cross sections for the length of the project at 50-foot stations.
- Prepare a plan showing catch points and tentative retaining wall locations.
- Prepare a spreadsheet showing wall stationing and heights.

Task Deliverable:

DEA will prepare typical roadway cross-sections for the project. DEA will submit one set of project cross sections to a scale of 1" = 10' horizontal and 1" = 5' vertical. DEA will submit on set of plan sheets showing catch point locations and wall locations and a spreadsheet showing retaining walls by station and providing wall heights.

TASK 6--SIGNAL AND CHANNELIZATION PLAN

The north leg of the traffic signal system at the intersection of Point Fosdick Drive NW/Olympic Drive NW will be revised and upgraded to accommodate traffic projections for the 2023 design year. The traffic report done by DEA for the 56th Street NW/Olympic Drive NW project will be updated to develop new traffic volumes for the

north leg of this intersection only. Channelization lengths for the north leg of the intersection will be developed. A revised timing scheme will be prepared for the existing traffic signal systems. New traffic count information and data will be developed for this intersection. A traffic report addressing traffic issues for the intersection will be developed for this work task. Actual design information and details for the intersection will be limited to the north leg of the intersection only. The report will note what existing poles or other infrastructure will need to be relocated to accommodate 2023 traffic volumes.

A signal warrants analysis and study will be prepared for the intersections of Narrows Way NW and 32nd Avenue NW. Traffic count information and data will be collected for these intersections.

A traffic counting firm will be retained to collect traffic volume and turning information for the intersections of Point Fosdick Drive NW and Olympic Drive NW, Narrows Way NW, and 32 Avenue NW.

For this project task, DEA will:

- Prepare a traffic report and study for the intersection of Point Fosdick Drive NW and Olympic Drive NW for the year 2023. Summarize channelization and level of service issues for the north leg of the intersection in report.
- Prepare a preliminary design for the north leg of the Point Fosdick Drive NW intersection and show what modifications to this leg of the intersection will be needed to accommodate 2023 traffic volumes.
- Prepare a traffic warrant analysis and study for the intersections of Narrows Way NW and 32nd Avenue NW.

Task Deliverable:

DEA will submit a traffic report to the City that describes the proposed new level of service for the north leg of the intersection, a channelization plan, and identify what existing facilities will need to be moved or relocated to accommodate the new design criteria.

TASK 7---UTILITIES COORDINATION

DEA will provide applicable utility companies with basic information regarding this proposed project. After the Design Report has been approved by the City DEA will send one copy of the report to all applicable utility companies within the limits of the project along with a tentative project schedule. Utilities will also be sent a copy of the project base maps. The utilities will be asked to field verify their facilities and provide vertical information regarding the location of their facilities.

For this project task, DEA will:

- Identify all applicable utilities that have infrastructure with the project limits and contact persons for those utilities.

- Send all applicable utilities a copy of the Design Report with tentative project schedule information.
- Send all applicable utilities a copy of the project base maps prepared by DEA and ask them to field verify the horizontal and vertical location of their facilities.
- Revise the project base maps once to reflect the received utility company information for those utility companies that submit utility locate information,

Task Deliverable:

DEA will provide applicable utilities with a copy of the Design Report, tentative project schedule, and base maps. DEA will revise the project base maps once to reflect new information received from the utility companies.

TASK 8---STORM DRAINAGE REPORT AND 30% DRAINAGE PLAN

DEA will prepare a storm drainage report for the project following City design standards and criteria. Contributing runoff areas will be developed and reviewed. Storm water runoff volumes will be calculated. Drainage detention volumes will be calculated based on the project's new impervious area. Two copies of the report will be submitted to the City one time in draft form for review and comment. The report will be revised one time to reflect City comments and three copies of the final report will be delivered to the City.

A preliminary underground detention system will be developed to control storm water runoff rates. An underground oil/water separator facility will be proposed to address water quality requirements. The project's trunk system will be designed to a 30% stage to accommodate a 25-year storm event from both on-site and off-site areas. The plan will show the trunk system, the detention facility, and the water quality facilities horizontally and vertically. The plan will be submitted to the City one time and revised one time to address City comments. It is assumed that connections will be made to existing storm drainage systems.

For this project task, DEA will:

- Verify the contributing runoff areas for the project and the location of existing drainage facilities within the right-of-way and on private property by on-site field inspections.
- Develop a preliminary drainage report for the project and submit two copies to the City for review and comment. Revise the report to reflect City comments and submit three copies of the final report to the City.
- Develop a preliminary storm drainage system in horizontal and vertical format to the 30% complete stage showing the tentative alignment and location of the major components of the drainage system.

Task Deliverable:

DEA will deliver two copies of a draft drainage report to the City for review and comment. DEA will revise the draft report and submit three final copies of the report to the City. DEA will submit a preliminary 30% plan for a drainage system to City for

review and comment. DEA will revise the preliminary 30% plan and include it in the drainage report for the project.

TASK 9---REVIEW CITY/WSDOT RIGHT-OF-WAY CONFLICT

The initial base mapping prepared for the project shows that a portion of Point Fosdick Drive NW is within existing WSDOT right-of-way for SR-16. A resolution of this conflict should be made before work on the project plans commences. DEA will assist the City in resolving this issue.

Task Deliverable:

DEA will work to develop a base map acceptable to the City and WSDOT or establish criteria that would allow the development of this project to proceed.

TASK 10---COST ESTIMATE

DEA will develop a preliminary cost estimate for the project using WSDOT standard bid items and unit cost information available to DEA.

For this project task, DEA will:

- Develop a preliminary cost estimate for the project using WSDOT standard bid items and unit cost information.

Task Deliverable:

A preliminary cost estimate for the project.

ADDITIONAL SCOPE OF WORK OPTIONS

DEA has the in-house expertise and will be available perform additional services in connection with the project at the request of the City. These services include additional survey work, civil and traffic engineering design, environmental and permitting work, preparation of easements or other legal descriptions and documents, right-of-way acquisition, public involvement, and construction surveying support.

SUBCONSULTANT SERVICES

DEA will retain the services of a geotechnical consultant for the project that is acceptable to DEA and the City. Information provided will include pavement design parameters, design parameters for retaining walls, and footing design information for signal poles and luminaries. DEA will provide the City with a copy of the draft and finalized geotechnical report for the project. The draft report will be revised in accordance with comments from the City and DEA and returned to the geotechnical consultant for revision and finalization. The geotechnical consultant's Scope of Work and fee schedule is attached as Appendix B to this exhibit.

EXCLUSIONS

The following work tasks are not included in this Scope of Work:

- Right-of-way acquisition, preparation of legal descriptions, easements, or similar work, obtaining property title reports, setting property corners or doing other survey work that would require the filing of a Record of Survey.
- Data or information such as noise studies, air pollution data, or similar information.
- Negotiations with other agencies such as the Washington State Department of Transportation or Pierce County for the design and development of work within their corporate boundaries.
- Negotiations with impacted utilities for utility placement.
- Structural engineering for the design of retaining walls or other facilities.
- Preparation or development of environmental checklists, permits, wetland work, or other environmental or permitting work.
- DEA assumes the channelization plan, signal plan, and signing plan will not require WSDOT review or revisions due to their review.
- DEA assumes that this project will not use federal funds and this scope of work and fee estimate is based on that assumption.
- Traffic counting or collection or development of additional traffic information for the project.
- Additional survey work for the project.
- Design or inclusion of transit stops or turnouts.
- Report or plan revisions will not be made to accommodate developers. DEA will fully cooperate with the City and the developer or his/her representative and will make revisions to the plans or reports as requested by the City on a time and expense basis.
- Illumination, striping, and signage will not be addressed in the report.

Each of these professional services can be offered by DEA upon an executed amendment to this Scope of Services.

CITY RESPONSIBILITIES AND SERVICES PROVIDED BY THE CITY

The City will:

- Provide DEA with a timely response for all work submitted to the City for review and/or comment.
- Obtain permission to access onto adjoining private properties.
- Provide all available as-built utility plans, road and storm drainage plans, or other engineering plans to DEA.
- Provide all available maps, plans, deeds, and other documents not available from other sources to DEA.
- Provide current design standards and criteria in published form and in electronic format if needed by DEA.
- Provide all standards details needed for the project in electronic format compatible with AutoCAD 2000.
- Provide current storm drainage standards and criteria in published form and in electronic format if needed by DEA.

- Perform all needed environmental and permitting work for the project and obtain all needed permits for the project.
- Provide DEA with applicable utility permit and franchise information as needed to facilitate this project. The City will, if necessary, contact utilities and require them to provide DEA with information regarding the location of their existing facilities.
- Review all submittals made to the City within 10 working days and return them to DEA with written comments regarding needed changes or revisions.
- Provide DEA with a copy of their standard specifications, special provisions, bid sheet, and engineer's estimate of a recent previous project in electronic format.
- Handle all transactions and communications with the Washington State Department of Transportation and Pierce County.
- Negotiate with the applicable utility to provide power for the project's signal system and illumination system.

REIMBURSABLES

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics, postage, and express mailing.
- Mileage
- Geotechnical subconsultant services

PROJECT COMPLETION

DEA is available to begin work immediately on this project and will deliver a preliminary design report and the noted deliverables within 120 days after receipt of a written notice to proceed from the City. The City agrees to review the preliminary design report and other plans and return comments to DEA within 15 working days. DEA will deliver all noted deliverables to the City within 90 days thereafter.

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**EXHIBIT B
CITY OF GIG HARBOR
POINT FOSDICK DRIVE NW
DESIGN REPORT AND PRELIMINARY PROJECT DESIGN
SCHEDULE OF RATES AND ESTIMATED HOURS**

	Principal In Charge	Senior Engineer	Project Engineer	Civil Designer	CADD Technician	Wetlands Biologist	Traffic Designer	Sr. Traffic Engineer	Accounting Manager	Administration	Task Costs	Task Sum And Expenses
DAVID EVANS AND ASSOCIATES, INC												
3700 PACIFIC AVENUE EAST, SUITE 311 TACOMA, WA. 98424												
TASK 1—PROJECT MANAGEMENT												
Attend 4 Two-Hour Meetings with the City		12										
Project Status Reports		14										
Prepare and Submit Invoices		14						9		4		
Project Management and Engineering Supervision		44										
Make Site Reviews and Inspections		4		20						12		
QA/QC	16	0										
Total	16	88	0	20	0	0	0	0	9	16	\$ 15,198.00	\$ 16,138.00
TASK 2—PUBLIC NOTIFICATION AND MEETINGS												
Attend Two Meetings with Property Owners Regarding Project Details		6		5								
Prepare necessary Meeting Materials	0	4		4	9							
Respond to Public Inquiries and Prepare Correspondence for the City		4								4		
Total	0	10	0	10	9	0	0	0	0	4	\$ 2,561.00	\$ 2,561.00
TASK 3—DEVELOP PROJECT DESIGN REPORT												
Roadway Section Development	0	4	2	6	9					0		
Design Speed	0	1	2	6	2							
Design Vehicle	0	1	4	4	4							
Horizontal Alignment	0	4	9	20	9							
Vertical Alignment	0	4	9	20	9							
Intersection Geometry for Three Public Roads	0	4	4	6	10		4	2				
Intersection Geometry for Undefined Private Road Approaches (Approx. 9)	0	2	4	4	12		4	2				
Intersection Geometry for Defined Private Road Approaches (Approx. 19)	0	2	4	4	9		4	2				
Lane Configuration	0	2	4	4	9		4	2				
Roadway Cross Section	0	2	2	4	9							
Superelevation Rates and Superelevation Diagram	0	2	4	4	9		4	2				
Enter Sight Distance Criteria and Review of Accesses	0	1	4	6	12							
Descriptive Cross-sections	0	1	4	6	9							
Right-of-Way and/or Slope Easement Issues	0	4	4	6	18							
Develop Tentative Project Schedule	0	0	2	2								
Total	0	40	60	110	120	0	20	10	0	0	\$ 26,177.00	\$ 26,177.00
TASK 4—HORIZONTAL AND VERTICAL ALIGNMENT												
Develop a Draft and Final Horizontal Alignment		2	4	6	9							
Develop a Draft and Final Vertical Alignment		2	4	6	9							
Develop a Draft and Final Superelevation Diagram		4	4	6	9							
Memorandum Justifying Superelevation Rate	0	2	4	6	9		2	2		0		
Total	0	10	16	18	24	0	2	2	0	0	\$ 6,256.60	\$ 6,256.60
TASK 5—CROSS SECTIONS, SLOPES, AND RETAINING WALL DESIGN												
Prepare Applicable Roadway Cross Section Program	0	2	4	6	18		0	0		8		
Run Preliminary Cross Sections		1	2	4	9							
Run Final Cross Sections		1	2	4	9							
Prepare Plan Showing Catch Points and Tentative Retaining Wall Locations		1	2	4	9							
Prepare Spreadsheet Showing Wall Stationing and Heights		1	2	4	9							
Total	0	5	12	24	49	0	0	0	0	8	\$ 6,655.00	\$ 6,655.00
TASK 6—SIGNAL AND CHANNELIZATION PLAN												
Prepare a Traffic Report for Olympic Drive/Point Fosdick Drive NW Intersection	0	6	4	4			40	4		4		
Prepare a Preliminary Design for North Leg of Intersection	0	4	4	9	18		32	6				
Prepare a Traffic Warrant Analysis for Two Intersections	0	4	4	4			24	5		4		
Total	0	14	12	16	16	0	96	18	0	8	\$ 14,933.60	\$ 14,933.60
TASK 7—UTILITIES COORDINATION												
Identify Utilities to Utilities Within Project Limits		1	2	4	9							
Send Utilities the Design Report and Project Schedule		1	2	4	4					2		
Send Utilities Base Maps to Identify Their Facilities		1	2	4	9					2		
Revise Project Base Maps Once		1	2	4	12							
Total	0	4	8	16	29	0	0	0	0	4	\$ 4,256.60	\$ 4,256.60
TASK 8—STORM DRAINAGE REPORT AND 30% DRAINAGE PLAN												
Verify Contributing Runoff Area and Existing Drainage Facilities		2	4	16	16							
Develop Preliminary Drainage Report		4	9	40	18							
Develop Preliminary Storm Drainage System		4	16	24	24							
Total	0	10	29	80	58	0	0	0	0	0	\$ 12,922.20	\$ 12,922.20
TASK 9—REVIEW CITY/WSDOT RIGHT-OF-WAY CONFLICT												
Review City/WSDOT Right-of-Way Conflict	0	9		12	15							
Total	0	9	0	12	15	0	0	0	0	0	\$ 2,695.80	\$ 2,695.80
TASK 10—COST ESTIMATE												
Develop Preliminary Cost Estimate	0	4	6	24	9							
Total	0	4	6	24	9	0	0	0	0	0	\$ 3,224.10	\$ 3,224.10
Total Hours	16	194	142	380	322	0	124	30	9	40		
Rate	\$ 130.00	\$ 129.00	\$ 82.15	\$ 71.30	\$ 63.00	\$ 95.00	\$ 60.00	\$ 106.00	\$ 70.00	\$ 45.00		
Direct Labor	2,090.00	25,026.00	11,685.30	29,529.00	20,286.00	-	8,320.00	3,255.00	560.00	1,800.00	89,121.30	\$ 89,121.30
SUBCONSULTANT SERVICES												
Geotechnical Engineering Services @ 10%											\$ 19,250.00	
Traffic Count Services											\$ 600.00	
EXPENSES												
Reproduction, Postage, Express Delivery											\$ 500.00	
Travel at \$36 per mile											\$ 200.00	
Contingency Funds											\$ 9,000.00	
TOTAL PROJECT COST											124,671.30	



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: 56TH STREET/OLYMPIC DRIVE PROJECT CSP-0133 - AGREEMENT
FOR DEDICATION OF RIGHT-OF-WAY AND WETLAND EASEMENT
WITH 3519-56TH STREET PROFESSIONALS, LLC
DATE: AUGUST 11, 2003

INTRODUCTION/BACKGROUND

As defined in the 2003 budget, an objective in the Street capital budget is the right-of-way acquisition for the 56th/Olympic Drive future construction project. The property owner agrees to grant a 10-foot wide permanent right-of-way easement along with a temporary slope and construction easement. Additionally, the owner is granting a perpetual wetland and a temporary wetland access easement within their property. These easements are necessary to accommodate the future street widening project along Olympic Drive.

3519 56TH STREET PROFESSIONALS, L.L.C., is the current property owner and has agreed to the conditions of the Agreement for Dedication of Right-of-Way and the Wetlands Easement to the City of Gig Harbor.

The City Attorney and staff have reviewed the agreements for City conformance and completeness.

Council approval of these easements is requested.

FISCAL CONSIDERATIONS

No funds will be expended for the acquisition of the described easements.

RECOMMENDATION

I recommend that the Council accept the attached easement agreements.

AFTER RECORDING, RETURN TO:

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

**Document Title: AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY TO
THE CITY OF GIG HARBOR**

Grantor: 3519-56th Street Professionals, LLC

Grantee: City of Gig Harbor

**Legal Description: *A Portion Of The SW ¼ Of The NW ¼ Of Section 17, Township 21
North, Range 2 East, W.M.***

*Lot 2 of pierce county short plat no. 82-11-15-0277 according to plat
recorded November 15, 1982, in Pierce County, Washington.
Sited in the County Of Pierce, State Of Washington.*

The complete legal description may be found on page 7 of the
document.

Property Tax Parcel No.: 02-21-17-6-019

Reference No. of Documents Assigned or Released: 12 pages _____

**AGREEMENT FOR DEDICATION
OF RIGHT-OF-WAY TO
THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this _____ day of _____, 2003 by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation and the 3519-56th Street Professionals, LLC, a Limited Liability Company of the State of Washington, (herein the "Owners").

RECITALS

WHEREAS, the Owners own a fee or substantial beneficial interest in the real property located at 3519-56th Street NW, Gig Harbor, Washington 98335, (Tax Parcel Number 02-21-17-6-019) which is legally described in Exhibit "A", (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners are required to construct certain frontage improvements on 56th Street (curb, gutter and sidewalks) as part of a development approval for the 56th Street Office Building project; and

WHEREAS, the Owners have agreed to dedicate certain right-of-way on, over, under and across the Property, which right-of-way is legally described in Exhibit "B" (the "Right-of-Way") and shown on Exhibit "C" which are attached hereto and by this reference incorporated herein, to the City for future roadway widening and related improvements to the 56th Street NW & Olympic Drive NW Street Improvement Project (C.S.P. 0133), and

WHEREAS, the Owners have agreed to grant a temporary construction easement across a portion of the Property, which is legally described in Exhibit "B" (the "Construction Easement") and shown on Exhibit "D" which are attached hereto and by this reference incorporated herein, to the City for the 56th Street NW & Olympic Drive NW Street Improvement Project (C.S.P. 0133); and

WHEREAS, The City and the Owners, are parties to that certain Agreement for granting a wetland easement to the City of Gig Harbor dated _____, 2003 (the "Wetland Easement Agreement"), under which the Owners agreed to grant to the City an easement on certain lands owned by the Owners, upon which the City intends to construct an artificially created wetland as mitigation for existing wetland areas that are impacted by the City's 56th Street NW & Olympic Drive NW Street Improvement Project (C.S.P. 0133), and

WHEREAS, the Owners and the City have agreed that in exchange for the Owner's agreement to grant certain Right-of-Way and wetland easement on their property to the City, the City will construct, at the City's expense, the frontage improvements (curb, gutter and sidewalk) abutting the Property, that are required as part of the development approval for the

Owner's 56th Street Office Building project, as shown on the permit approved by the City dated 1/26/02 under City file number BP00-020, and

WHEREAS, upon execution of this agreement, the City agrees to release the Owner's existing performance bond for said frontage improvements (curb, gutter and sidewalk) abutting the Property, and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

T E R M S

Section 1. Grant of Right-of-Way to the City.

A. Grant.

1. **Permanent Easement.** The Owners hereby grant to the City, its successors and assigns, a permanent, nonexclusive right-of-way easement over, in, along, across, under and upon that portion of the Owners' property described as Permanent Easement on Exhibit "B" and shown on Exhibit "C". This Permanent Easement includes the City's nonexclusive right of ingress to and egress from the Right-of-Way over the Owners' property, and for the installation of roadway facilities thereon, which are know as 56th Street NW & Olympic Drive NW Street Improvement Project (C.S.P. 0133), as well as the reconstruction, operation; repair and maintenance of same. This permanent easement shall commence on the date of execution of this Agreement.

2. **Temporary Construction Easement.** In addition to the permanent easement described herein, the Owners hereby grant a temporary nonexclusive easement for the purposes necessarily and reasonably related to the City's construction of the 56th Street NW roadway improvement project across, along, in, upon, under and over the Owners' property described as Temporary Construction Easement on Exhibit "B" and shown on Exhibit "D". This temporary construction easement shall commence on the date of execution of this Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. Conditions. Such Permanent and Temporary Easements (hereinafter the "Easements") are subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully observe and perform:

1. The City shall bear all costs and expenses associated with the construction, improvement; maintenance, repair and operation of the Easements.

2. The Owners shall not retain the right to use the surface or the area beneath the Easements, and shall not use any portion of the Right-of-Way for any purpose inconsistent with use of the property as a public roadway. The Owners shall not construct any structures or plant any landscaping on or over the Permanent Easement.

3. The City shall have all necessary access to the Easements without prior notification to the Owners.

4. During and after construction of the Right-of-Way, the Owners shall cooperate with the City to the extent reasonably necessary, to help minimize interference with the City's construction and maintenance of the Permanent Easement.

5. During Right-of-Way construction, the City shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with the Owners use of the Property.

6. The City agrees to defend, indemnify, and hold the Owners harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorney's fees and costs) suffered or incurred by the Owners arising out of or related to the City's construction, inspection, installation, maintenance, repair, replacement, operation, or use of the Right-of-Way.

If a court of competent jurisdiction determines that this agreement is subject to RCW 4.24.115, then any liability caused by or resulting from the concurrent negligence of the City, its employees, contractors and agents and the Owners, its employees, contractors and agents shall only be enforceable to the extent the City's negligence.

Section 2. The permanent rights granted herein to the City shall continue in force until such time as the City, its successors or assigns, shall permanently abandon the same, and upon such removal or abandonment, all rights hereby granted shall terminate.

Section 3. This Agreement shall be recorded in the office of the Pierce County Auditor and shall run with the Property. The burdens and benefits of the easements granted under this Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors assigns and beneficiaries.

Section 4. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

Section 6. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.

Section 7. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY: The City of Gig Harbor, Washington

By: _____
Its Mayor

Address:
3510 Grandview Street
Gig Harbor, WA 98335
Tel: (253) 851-8136
Fax: (253) 851-8563

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

OWNERS:

3519-56th Street Professionals, LLC

By: _____
Managing Member
GORDON RUSH

Address:
5715 Wollochet Dr. NW
Gig Harbor, WA 98335
Tel: (253) 858-3636
Fax: (253) 858-3188

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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 Mayor of the City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

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

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that GORDON RUSH is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Managing Member of the 3519-56th Street Professionals, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/17/03



Cyrena Westenhaver
(Signature)

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

GIG HARBOR, WA.
My appointment expires: 7/17/06

EXHIBIT A

Description of the Property

A Portion Of The SW ¼ Of The NW ¼ Of Section 17, Township 21 North, Range 2 East, W.M.

DESCRIPTION:

Lot 2 of pierce county short plat no. 82-11-15-0277 according to plat recorded November 15, 1982, in Pierce County, Washington. Situated in the County Of Pierce, State Of Washington.

(TAX PARCEL NUMBER 02-21-17-6-019)

EXHIBIT B

PERMANENT EASEMENT

The south ten feet of the west 503 feet of Lot 2, Pierce County Short Plat No. 8211150277 in the Southwest Quarter of the Northwest Quarter of Section 17, Township 21 North, Range 2 East, W.M., in Pierce County, Washington.

CONSTRUCTION EASEMENT

Commencing at the southwest corner of Lot 2, Pierce County Short Plat No. 8211150277 in the Southwest Quarter of the Northwest Quarter of Section 17, Township 21 North, Range 2 East, W.M., in Pierce County, Washington; thence N 1°54'50" E along the west line thereof, 10.00 feet to the TRUE POINT OF BEGINNING; thence N 1°54'50" E, 10 feet; thence S 88°20'53" E, parallel with the south line of said lot, 350 feet; thence N 1°39'07" E, 10 feet; thence S 88°20'53" E, 40 feet; thence S 1°39'07" W, 10 feet; thence S 88°20'53" E, 115 feet; thence S 1°39'07" W, 10 feet; thence S 88°20'53" E, 47 feet; thence S 1°39'07" W, 10 feet to the south line of said lot; thence N 88°20'53" W along said line, 47 feet; thence N 1°39'07" E, 10 feet; thence N 88°20'53" W, 505.05 feet to the True Point of Beginning.

EXHIBIT "C"

PERMANENT 10 FOOT EASEMENT

56th ST. N.W./OLYMPIC DR. HORIZONTAL CURVE DATA

C/L CURVE	Δ	RADIUS	LENGTH	TAN.	BEGIN STA	END STATION	P.I.
(C3)	90-26-22	716.20'	1130.50'	721.72	17+88.28	29+18.78	25+09.99
(C5)	58-31-21	100.00'	102.14'	56.03	50+00	51+02.14	

0221176018
FOX, GREGORY L & PAMALEE K
3715 56TH ST NW GIG
HARBOR, WA 98335

0221176019
ROBINSON-SAVADGE LLC
4700 POINT FOSDICK DR NW
GIG HARBOR, WA 98335

BEGIN EASEMENT STA. 14+00.79
PAGE 10 OF 12

END EASEMENT
STA. 19+03.67

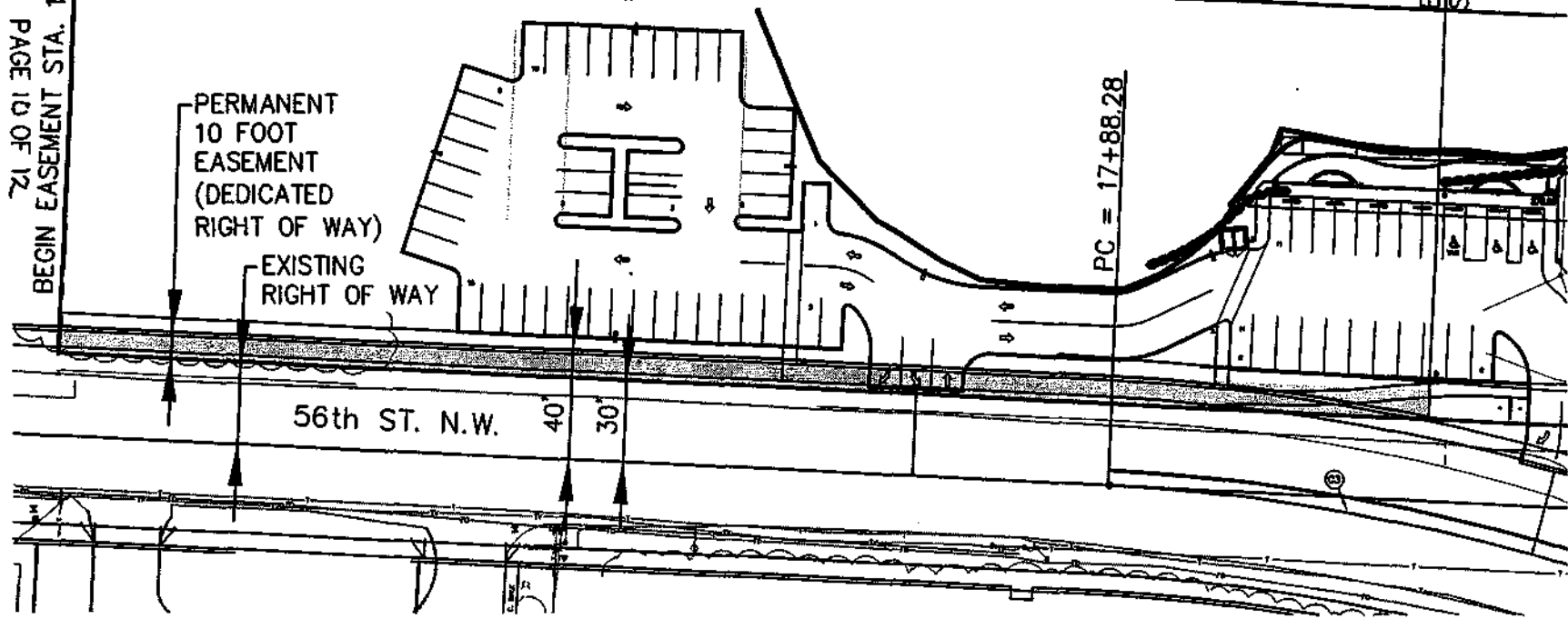


EXHIBIT "D"

TEMPORARY SLOPE AND CONSTRUCTION EASEMENT

56th ST. N.W./OLYMPIC DR.
HORIZONTAL CURVE DATA

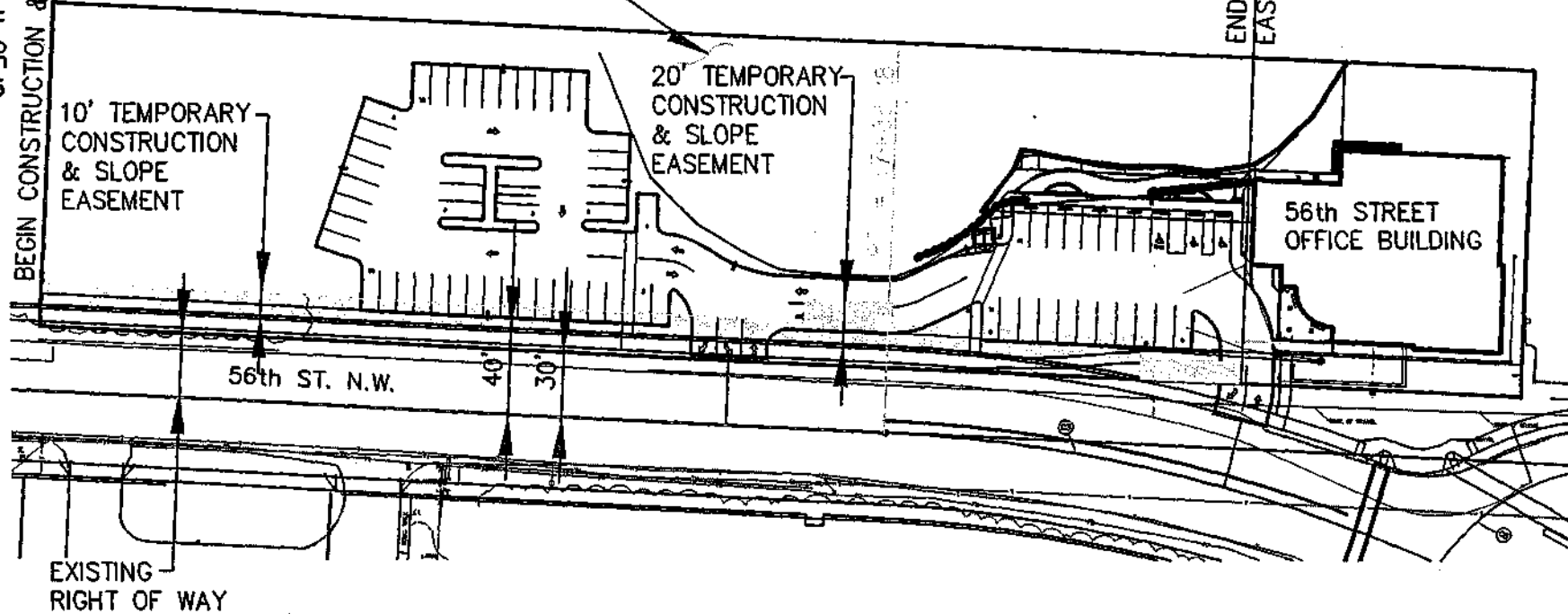
C/L CURVE	Δ	RADIUS	LENGTH	TAN.	BEGIN STA	END STATION	P.I.
(C3)	90-26-22	716.20'	1130.50'	721.72	17+88.26	29+18.78	25+09.99
(C5)	58-31-21	100.00'	102.14'	56.03	P.C. 50+00	P.T. 51+02.14	

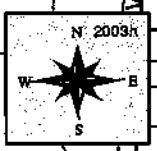
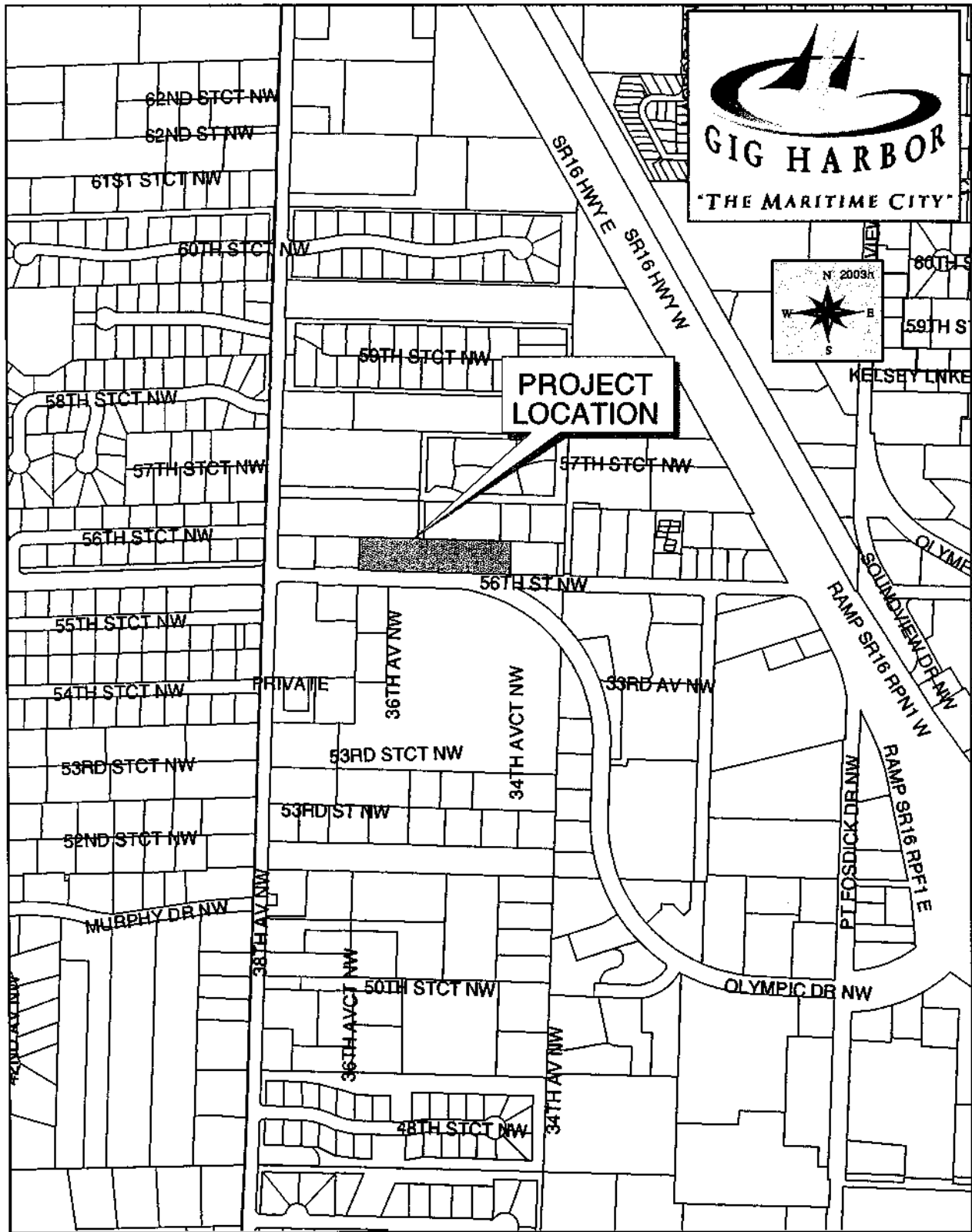
0221176018
FOX, GREGORY L & PAMALEE K
3715 56TH ST NW GIG
HARBOR, WA 98335

0221176019
ROBINSON-SAVADGE LLC
4700 POINT FOSDICK DR NW
GIG HARBOR, WA 98335

PAGE 11 OF 12
BEGIN CONSTRUCTION & SLOPE EASEMENT STA. 14+00.79

END CONSTRUCTION & SLOPE
EASEMENT STA. 19+52.11





**PROJECT
LOCATION**

Robinson / Savage Property - Right of Way Dedication
Vicinity Map
Page 12 of 12.

AFTER RECORDING, RETURN TO:

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

Document Title: **WETLANDS EASEMENT AGREEMENT**

Grantor: 3519-56th Street Professionals, LLC

Grantee: City of Gig Harbor

Legal Description: *A Portion Of The SW ¼ Of The NW ¼ Of Section 17, Township 21 North, Range 2 East, W.M.*

Lot 2 of pierce county short plat no. 82-11-15-0277 according to plat recorded November 15, 1982, in Pierce County, Washington. Situated in the County Of Pierce, State Of Washington.

The complete legal description may be found on page 7 of the document.

Property Tax Parcel No.: 02-21-17-6-019

Reference No. of Documents Assigned or Released: 1 pages

WETLANDS EASEMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2003 by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation and the 3519-56th Street Professionals, LLC, a Limited Liability Company of the State of Washington, (hereinafter the "Owners").

RECITALS

WHEREAS, the Owners have a fee title or substantial beneficial interest in the real property located at 3519-56th Street NW, Gig Harbor, Washington 98335, (Tax Parcel Number 02-21-17-6-019) which is legally described in Exhibit "A", (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, The City and the Owners, are parties to that certain Agreement for Dedication of Right-of-Way to the City of Gig Harbor dated _____, 2003 (the "Dedication Agreement"), under which the Owners agreed to grant to the City certain interests in rights-of-way across certain lands owned by the Owners for the 56th Street NW & Olympic Drive NW Street Improvement Project (C.S.P. 0133), and

WHEREAS, the Owners are required to construct certain frontage improvements on 56th Street (curb, gutter and sidewalks) as part of a development approval for the 56th Street Office Building project; and

WHEREAS, the Owners and the City have agreed that in exchange for the Owner's agreement to grant certain right-of-way and wetland easements on their property to the City, the City will construct the frontage improvements required as part of the development approval for the 56th Street Office Building project, as shown on the permit approved by the City dated 1/26/02 under City file number BP00-020; and

WHEREAS, the City intends to use the wetland easement for construction of an artificially created wetland as mitigation for existing wetland areas that are impacted by the City's 56th Street NW & Olympic Drive NW Street Improvement Project (C.S.P. 0133),

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

AGREEMENT

1. **Wetland Easement.** The Owners hereby grant to the City, a perpetual nonexclusive easement (the "Wetland Easement") for the construction, enhancement, installation, maintenance, repair, replacement, and use of an artificially created wetland, across, in, over, and through that portion of the Property described on Exhibit B and shown on Exhibit C, which are attached hereto and incorporated herein by this reference.

2. **Wetland Buffers.** The City shall design, construct and maintain the artificially created wetland on the Property within the boundary of the Wetland Easement that is located adjacent to and contiguous with existing wetlands on the Property. The artificially created wetland has been designed to fit within the existing approved wetland buffer on the Property as described in the "Detailed Wetland Mitigation Plan for City of Gig Harbor 56th Street NW and Olympic Drive NW Roadway Improvements" (David Evans & Associates, Inc., April 2003). The buffer for the artificially created wetland shall not extend beyond the existing approved wetland buffer on the Property.

3. **Temporary Construction and Maintenance Easement.** The Owners hereby grants to the City a temporary nonexclusive construction and maintenance easement (the "Temporary Easement") across, in, through, under, and upon that portion of the Property as described on Exhibit B and shown on the Exhibit C for the design, construction, inspection and maintenance of the artificially created wetland, including ingress and egress, delivery of construction materials, and operation of construction equipment. The Temporary Easement shall terminate three (3) years after completion of construction, or upon the City Council's acceptance of the artificially created wetland, whichever occurs first.

4. **Design, Permitting and Construction of the Artificially Created Wetland.** The artificially created wetland shall be designed, permitted and constructed by the City at its sole cost.

5. **Maintenance of Artificially Created Wetland.** The Wetland Easement shall be maintained by the City at its sole cost, including all watering and replacement of new wetland vegetation as required.

6. **Restoration.** If the City shall cause any damage to the Property through the exercise of its rights hereunder, it shall promptly restore the Property to its condition before such damage at its sole cost and expense. The proper construction of the Wetland Easement shall not be deemed to be damage to the Property.

7. **Indemnification.** The City agrees to defend, indemnify, and hold the Owners harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by the Owners arising out of or related to the City's construction, inspection, installation, maintenance, repair, replacement, or use of the Wetland Easement. It

is the intent of this section that the City shall fully assume from the Owners all liabilities to third parties relating to the portions of the Wetland Easement upon which the artificially created wetland is located as though the City were the reasonably prudent property owner of such portions, except with respect to those areas in which the Owners is engaged in the maintenance or improvement thereof. Notwithstanding the foregoing, the City specifically does not agree to assume from the Owners any liability suffered by or incurred by the Owners or third parties relating to any portion of the Wetland Easement which arises from or is related to any action of the Owners, it's officers, employees or agents.

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 City and the Owners, their respective directors, officers, officials, employees, agents, contractors, and representatives, the obligations and liabilities of the City and the Owners under this section shall be only to the extent of their respective negligence.

8. The Owner's Use of the Property. The Owners retain all rights for the use of the area identified for the Temporary Access Easement, including the rights for the construction, installation, maintenance, repair, replacement, and use of buildings, parking areas, sidewalks, landscaping and other structures. The Owners shall not deposit or release hazardous substances upon, within, or about the Wetland Easement Area. For purposes of this Agreement, "release" and "hazardous substance" shall be defined in RCW 70.10513.020, as it exists now or is hereafter amended, and as such terms are defined in any other applicable federal or state law.

9. Assignment. The City may not assign its rights and obligations under this Agreement to any person or entity without the prior written consent of the Owners in each instance.

10. Recordation of Agreement. Upon the mutual execution and delivery of this Agreement, the parties shall cause this Agreement to be recorded in the real property records of Pierce County, Washington.

11. Authority. Each of the persons executing this Agreement represent and warrant that they are authorized to execute and deliver this Agreement and that all corporate or municipal action required to authorize such execution and to approve the performance of the terms and conditions set forth herein has been duly taken by the party on whose behalf they have appeared.

12. Benefits and Burdens. The burdens and benefits of this Agreement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City, the Owners, and their respective successors and assigns.

13. Attorneys Fees and Costs. If the City or the Owners shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party its reasonable attorneys fees and costs in such suit, at trial and on appeal, and such attorneys fees and costs shall be deemed to have accrued on the commencement of such action.

14. General. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY:

The City of Gig Harbor, Washington

By: _____
Its Mayor

Address:
3510 Grandview Street
Gig Harbor, WA 98335
Tel: (253) 851-8136
Fax: (253) 851-8563

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

OWNERS:

3519-56th Street Professionals, LLC

By: _____
Managing Member
GORDON RUSH

Address:
5715 Wollochet Dr. NW
Gig Harbor, WA 98335
Tel: (253) 858-3636
Fax: (253) 858-3188

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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 Mayor of the City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

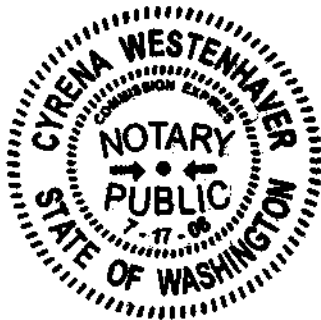
(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that GORDON RUSH is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Managing Member of the 3519-56th Street Professionals, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/17/03



Cyrena Westenhaver
(Signature)

CYRENA WESTENHAVER
print or type name)

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

GIG HARBOR, WA.

My appointment expires: 7/17/03

EXHIBIT A

Description of the Property

A Portion Of The SW $\frac{1}{4}$ Of The NW $\frac{1}{4}$ Of Section 17, Township 21 North, Range 2 East, W.M.

DESCRIPTION:

Lot 2 of pierce county short plat no. 82-11-15-0277 according to plat recorded November 15, 1982, in Pierce County, Washington. Situated in the County Of Pierce, State Of Washington.

(TAX PARCEL NUMBER 02-21-17-6-019)

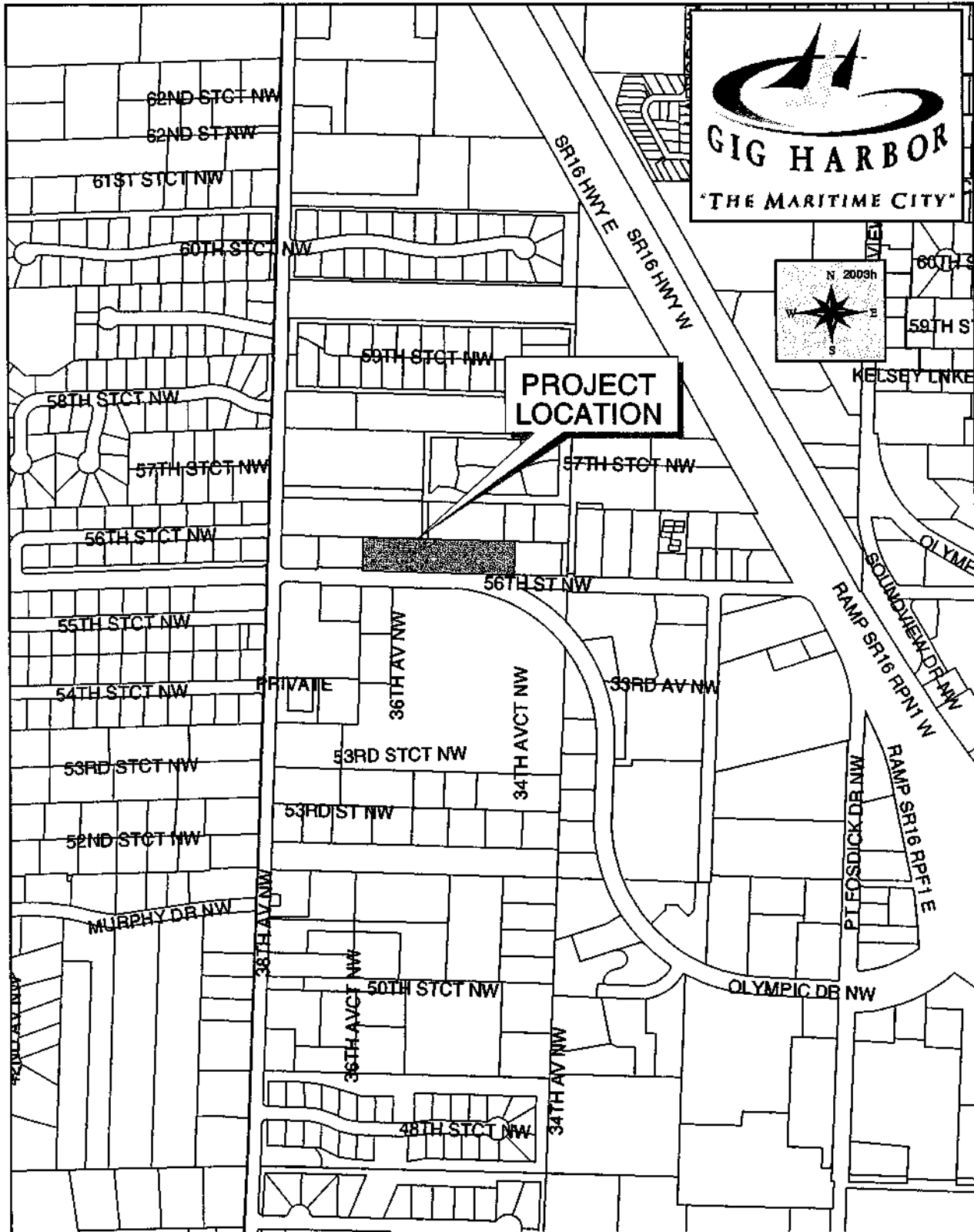
EXHIBIT B

WETLAND EASEMENT

Commencing at the West Quarter-corner Section 17, Township 21 North, Range 2 East, W.M.; thence South 88°21'59" East 788.28 feet to a point on a tangent curve, concave Southeasterly, having a radius of 716.20 feet, thence Southeasterly along said curve, through a central angle of 11°43'44", an arc distance of 146.61 feet, thence North 13°21'45" East 31.04 feet, thence South 76°49'19" East 23.95 feet; thence North 5°54'46" East 34.34 feet; thence North 16°51'01" West 67.49 feet; thence North 88°20'54" West 62.69 feet; thence N 27°42'08" West 47.08 feet to the TRUE POINT OF BEGINNING; thence North 06°18'17" East 29.87 feet; thence North 88°20'26" West 52.28 feet; thence South 42°20'19" West; 52.44 feet; thence South 01°38'01" West 30.00 feet; thence South 88°21'27" East 20.00 feet; thence North 53°48'25" East 65.18 feet; thence South 88°20'26" East 12.57 feet to the TRUE POINT OF BEGINNING.

TEMPORARY ACCESS EASEMENT

Commencing at the West Quarter-corner Section 17, Township 21 North, Range 2 East, W.M. thence South 88°21'59" East 788.28 feet to a point on a tangent curve, concave Southeasterly, having a radius of 716.20' feet, West; thence Southeasterly along said curve, through a central angle of 11°43'44", an arc distance of 146.61 feet, thence North 13°21'45" East 31.04 feet to the TRUE POINT OF BEGINNING, thence South 76°49'19" East 23.95 feet; thence North 5°54'46" East 34.34 feet; thence North 16°51'01" West 67.49 feet; thence North 88°20'54" West 62.69 feet; thence N 27°42'08" West 47.08 feet; thence North 88°20'25" West 12.57 feet; thence South 53°48'25" West 12.07 feet; thence South 30°02'08" East 39.53 feet; thence North 88°20'54" West 13.90 feet; thence South 12°37'25" West 65.70 feet; thence South 88°20'53" East 111.01 feet; thence South 5°54'46" West 29.03 feet to the TRUE POINT OF BEGINNING.



Robinson / Savage Property - Right of Way Dedication
 Vicinity Map
 Page 11 of 11



"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
SUBJECT: PAY RATE FOR LATERAL HIRE POLICE OFFICER
DATE: JULY 30, 2003

INFORMATION/BACKGROUND

We currently have an opening for a Police Officer. We will be filling this opening with a former officer that left our department in June of 2002 and wishes to return. The officer, Fred Douglas, has been employed at an out-of-state police agency continuously since he left. He was a valued officer during his time here, will not require any academy training, and should be able to complete department refresher training in one month or less upon his return.

Officer Douglas had been with our department for five years when he left. He was a trained negotiator with the metro SWAT team and was trained as a bicycle patrol officer. He was at the top of his pay range, \$ 4406, when he left. The current range for a Police Officer is \$3596-4495 per month. We are allowed to start employees as high as the mid point of the range (\$4045) without Council approval. Due to his past performance, range of training, and ability to return to solo patrol in a very rapid fashion, I would like to start him at the pay point he was at when he left a year ago, \$4406.

FISCAL IMPACTS

Officer Douglas is scheduled to return to the department in August. The difference in the mid point of the pay range and \$4406 per month totals \$1805.00 for the five remaining months of 2003. We have the funds available in the current budget to cover these costs.

RECOMMENDATION

I recommend that Council approve paying Officer Douglas at the rate of \$4406 per month when he is re-hired by the city.



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO:

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

RECEIVED
AUG 4 2003
BY:

DATE: 7/31/03

TO: CITY OF GIG HARBOR
RE: NEW APPLICATION

UBI: 273-001-184-001-0002

License: 085495 - 1J County: 27
Tradename: JUDSON STREET CAFE
Loc Addr: 3114 JUDSON ST
GIG HARBOR WA 98335-1222
Mail Addr: PO BOX 406
GIG HARBOR WA 98335-0406
Phone No.: 253-858-0230 KEN TALLMAN

APPLICANTS:
GIG HARBOR PHARMACY, INC.
TALLMAN, KENNETH LOUIS
1954-12-24 536-58-0206
THRASH, GLENNA
1911-04-27 538-10-5061
TALLMAN, JONI RAE
1953-07-06 539-56-7783

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

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"

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: **RESPONSE TO NERIN LETTER**
DATE: **AUGUST 5, 2003**

INFORMATION/BACKGROUND

At the last City Council meeting, Mr. Bill Nerin offered a number of largely conditional questions about the nature of proposed changes to the Gig Harbor North area. Even though his letter was addressed directly to the City Council, the Mayor assigned me to respond, presumably in kind of an alternate voice for the City Council. This memo is my attempt to comply.

Mr. Nerin's assumption that Costco is allowed by the proposed land use change is a highly speculative and popular assumption, but dead wrong. Consequent to this change, any but not many of the stores Mr. Nerin mentions - G.I. Joes, Best Buy, Circuit City, Penny's, Macy's or Costco - might locate on the property identified. The popular expectation that this store will be Costco could be wrong. Our general widespread belief is that Costco wants to locate here, but I have yet to see solid evidence of this expectation.

Staff recommendations pertaining to these comprehensive plan amendments are based on technical evaluation of capacity in city systems, the product of years of extensive comprehensive planning research. Nevertheless, the change from PCD-BP to PCD-C that is proposed for 35 Gig Harbor North acres, including the "Costco" 25 acres and the 10 adjacent acres of village center, is fundamentally an act of political will, a choice. Mr. Nerin's questions should be taken in this context.

Mr. Nerin's question is in bold, followed by my answer to the question Mr. Nerin asked.

- 1. What precisely are the reasons why the Council would vote for adopting these amendments? Are the reasons basically twofold – to obtain sales tax revenues and to give citizens easy access to this popular store?**

The portion of this set of comprehensive plan amendments that relate to Gig Harbor North is not necessarily about Costco. The remaining decision being weighed is whether the infrastructure and land use future of Gig Harbor North can support a change from business park use to retail use. "Easy access" is

incidental to the logical design of the service area. A net sales tax gain as a result of the change is a data-based, completely reasonable expectation. The Council's chief motive, apparently, relates to Council's desire to preserve the integrity of transitional zoning that preserves and enhances residential life; the chief issue is about location.

2. **If so, would the Council then also make further changes to GHN to include other popular stores such as Best Buy, Circuit City, GI Joes, Penneys, and Macys for these same two reasons, increased revenue and easy access?** Again, given this process, there is no guarantee which store will locate in newly available retail space. Also, the current City Council has shown no indication that additional retail space will ever be forthcoming (anywhere). The Council has indicated, however, a strong desire to preserve the Gig Harbor North transitional zones. It is also important to note that while one configuration of the City Council cannot bind the legislative decisions of a future City Council, the perspective of the current City Council is unlikely to change much for the next two years. (Only one Council seat is changing in the November election.)
3. **Has a study been conducted by independent consultants as to the impact of Costco on the many locally owned small businesses, not only along the harbor but elsewhere? And on the flow of money from the community due to locally owned businesses. I noticed that as soon as Office Depot opened Morford's office business section closed down.**

No study has been conducted by outside consultants. Of 31 different DB and WC permitted and conditional uses and 21 PCD-C uses, only one category of use is in question here - general retail. Subsequent to the opening of Target, Albertson's, Home Depot and associated businesses, and considering the depressed economic cycle, the number of businesses in the DB and WC zones has increased. We now have evidence that while business might be required in some instances to adapt to a challenged market, there is no indication of business demise in the DB and WC zones. In fact, there are growing indications that business throughout the city is healthier. It should be noted that the former Morford space is now productively occupied. The second Gig Harbor site of *Copy It...Mail It* reports a healthy mailing and office supply trade.

No need to spend outside consultant dollars to assess the flow of money; the answer is relatively simple. The entire zoning areas around the bay, DB and WC, from the Peninsula Yacht Basin through the Thriftway, generate less than 5% of the local economy - put in sales tax terms, less than \$250,000 per year. Costco, for instance, which would not be the only sales tax producing interest on the proposed 25 acre site, would generate at least \$600,000 in sales tax per year by itself. Most of this revenue would come from outside the immediate market that is served by the DB and WC zones around Gig Harbor Bay. In other commercial zones, in the aggregate, sales productivity appears to be holding or slightly increasing at the current time.

- 4. Has an independent study been made on the resulting traffic congestion, the costs of remedying it and who bears that cost now and in the future? Has a study been done on the environmental impact of hundreds of cars going to and from Costco each day?**

Yes. The quantified research indicates that the exchange between business park (PCD-BP) and retail (PCD-C) comprehensive plan designations and the attendant likely zoning can be managed successfully by existing and planned infrastructure.

- 5. What impact will Costco have on enticing residents to live near it as hoped for in GHN's plans? Already the residents of Canterwood have opposed Costco being next to them.**

A Costco south of Borgen Blvd. would not diminish residential development or quality-of-life at all. In fact, from a market and infrastructure perspective, a Costco and its necessary investment in infrastructure would tend to hasten new residential growth in the Gig Harbor North area. Moreover, this possible Costco investment would increase the feasibility of a new YMCA in four years, a village center with neighborhood retail amenities, and a multi-use park in the Gig Harbor North area, all quality-of-life assets.

- 6. Has there been an economic accounting for the costs of facilities and services such as storm water, sewer, police and fire protection resulting from Costco versus a stream of revenue?**

Yes. These issues and more were reviewed at the time of annexation in 1997, augmented recently through the State Environmental Policy Act process (SEPA) and through the recent update process of the city's comprehensive plan, which, of course, culminates in this current decision process.

- 7. If the advent of Costco and other stores like it does harm our locally owned businesses, as we have seen historically in other small towns when Wal-Mart moved in, what plan does the Council have to maintain the viability of these businesses?**

Has anyone noticed a small renaissance in downtown retail business since Target and Home Depot opened? The DB and WC zoned businesses have responded with more new openings, relocations and positive change in the past two years than in the previous 10. Remember when the Russell Family Foundation building was the end of the world? The bay generates its own unique market. This market adjusts and evolves, and needs enhancement and care, but it won't disappear. We'll know it's really changing when retail businesses other than restaurants around the bay stay open into the evening! Doesn't it seem somewhat illogical that the most intensively utilized space in Gig Harbor (with zero lot line development), the Downtown Business Zone (DB), generates less than 2% of our local economy?

8. Has the Council considered how a large regional shopping center changes the unique characteristic of the small town atmosphere of Gig Harbor and begins to make Gig Harbor like every other city of development?

Yes. That consideration is the main reason that future growth was distributed into the Gig Harbor North area. City Councils, in the 90s and now, are seeking to maintain the small town character of Gig Harbor, especially around the bay. For that matter, look at the retail development in Gig Harbor North. Does it look like every other "city of development"?

9. Finally, has the City envisioned any plan to educate its citizens as to the answers to these questions and to take a survey of citizen reaction before they vote?

These questions have been at the heart of years of research and public process, beginning in about 1993. Most of the answers to these questions have been delineated publicly since about 1997. In order to clearly understand these questions and answers, diligent longitudinal effort by elected officials has been essential. Most current Council members have worked with these issues for years. As representatives of the City of Gig Harbor citizens, Council members are in contact with constituent interests. If constituents were upset with the Council direction, then, as in the past, more city residents would likely have become candidates in the upcoming election than is currently the case. If anything, people think that the City Council has acted with agonizingly slow deliberation with regard to the current land use deliberations.

In terms of commitment to public awareness and involvement, the City Council just completed a Civic Center to encourage civic process and dialogue, and is reviewed weekly by the most recognized weekly newspaper in the nation. It seems reasonable to observe that the City Council is intent on turning naturally occurring adversarial political factions and points of view into problem-solving citizens. Survey methodology seems an inadequate way to assess opinions about the complexity of this immediate issue. In general, survey methodology is a useful tool, particularly web-based technologies, which we plan to utilize in the future.

The proposed comprehensive plan changes are indicative of growth-related issues that are usually decided by elected officials who are longitudinally informed and empowered to make enlightened, reasonable choices about the future health of the city.

Council members are focused on the city mission statement, identified in the *City of Gig Harbor 2003 Annual Budget*. The mission statement follows, and points out that Mr. Nerin's concerns are shared by the city's elected officials.



Our vision for the City of Gig Harbor is a community

that is well planned and comprised of identifiable residential and business neighborhoods that are safe, secure and have access to high quality municipal services and amenities;

with pedestrian, bicycle, vehicular, and police service systems that enable people to move safely between neighborhoods, work places, shopping, and other destinations;

with an economic base that emphasizes professional employment and business opportunities;

that continuously develops partnership of citizens, city government, business and education, and that fosters meaningful involvement and civil exchange of ideas;

that provides an integrated system of natural features, open space, recreational and cultural opportunities;

that develops and preserves its natural and historical assets, while adapting to a changing environment; and

whose government is responsive to the needs of its citizens and serves as a steward of public resources and confidence.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING & RESOLUTION - DEVELOPMENT AGREEMENT
WITH THE OLYMPIC PROPERTY GROUP
DATE: AUGUST 11, 2003

INTRODUCTION/BACKGROUND

At the July 14, 2003 City Council meeting, a public hearing and first reading of an ordinance was held with regard to the annual amendments to the Comprehensive Plan. Council took action to direct staff to negotiate a Development Agreement with the Olympic Property Group for an approximately ten (10) acre 'village center'.

Staff negotiated a draft Development Agreement with the property owner and a public hearing was held on July 28, 2003. Following the hearing, staff and the property owner agreed to additional language which would address building height, require building variation of design along the streetscape, and require a 'village green'. These additional changes necessitate an additional public hearing before Council.

The City's responsible SEPA official issued a MDNS and an adoption of a existing environmental document on July 23, 2003 with reads to the draft Development Agreement. The comment/appeal period will expire on August 11, 2003. A comment letter was received from Mr. Phil Canter and is included for your consideration.

RECOMMENDATION

I recommend that Council approve Resolution adopting the Development Agreement as presented.

PHILIP C. CANTER
13915 - 52nd Avenue NW
Gig Harbor, WA 98332
Ph: (253) 857-4888 Fax: (253) 858-6752

AUG 01 2003

John ✓

August 1, 2003

Mr. Steve Osguthorpe, AICP
Planning Director
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335

Subject: Revised Determination of Non-Significance; Olympic Property Group
Comprehensive Plan Amendment #02-01R and Development Agreement

Dear Mr. Osguthorpe:

Thank you for allowing me to comment on the Revised MDNS. I believe significant new information in regards to traffic exists in the proposal for a Village Parkway from Burnham Drive to the Olympic Property Group's property. The road would enter the OPG property on the immediate south side of the proposed Costco.

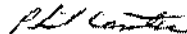
This is a significant and very important traffic mitigation measure that is available now. Connection to the Parkway should be required within the SEPA documentation, as the Parkway would provide substantial relief for Borgen Boulevard. Both the YMCA and Costco are huge traffic generators, and if there is no through road to Burnham Drive, all of the traffic will have to return to Borgen.

The Village Parkway is an excellent opportunity and I believe the City would be extremely wise in establishing a connection as a requirement. We cannot know for certain how well Borgen Boulevard will handle all of this traffic alone, so the parkway is a vital transportation asset to ensure adequate traffic circulation.

I am hopeful the connection can be quickly recognized for its importance. I would prefer not to file an appeal of the Revised MDNS as everyone has worked so hard to get here. I am also supportive of the OPG applications. But this is a very important answer to the concerns of the Planning Commission and the community as a whole.

Thank you again for your consideration of my comments.

Sincerely,



Philip C. Canter

c: John Vodopich, Director of Community Development
John Chadwell, OPG

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH OLYMPIC PROPERTY GROUP PROPERTIES, LLC AS A CONDITION FOR APPROVAL OF A COMPREHENSIVE PLAN AMENDMENT TO APPLY TO TEN ACRES OF PROPERTY LOCATED SOUTH OF BORGEN BOULEVARD AND EAST OF THE EXISTING HOME DEPOT SITE (5120 BORGEN BOULEVARD), GIG HARBOR, WASHINGTON.

WHEREAS, applicant Olympic Property Group Properties, LLC submitted a revised comprehensive plan amendment (No. 02-01R) for a commercial designation of ten acres of property located south of Borgen Boulevard and east of the existing Home Depot site (5120 Borgen Boulevard), Gig Harbor, Washington;

WHEREAS, the revised comprehensive plan amendment proposed that it be granted conditioned upon Olympic Property Group's execution of a development agreement with the City to ameliorate the adverse impacts of unrestricted commercial use on the property; and

WHEREAS, on July 23, 2003, the SEPA Responsible Official issued an MDNS for this draft development agreement; and

WHEREAS, on July 28, 2003 and on August 11, 2003, the City Council held a public hearing on the development agreement;

WHEREAS, there were no appeals/comments on the MDNS issued for the development agreement; and

WHEREAS, on August 11, 2003, the City Council considered the development agreement together with the Olympic Property Group's revised comprehensive plan amendment during a regular public meeting and voted to approve the amendment,

conditioned upon the execution of the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with the applicant Olympic Property Group Properties, LLC.

Section 2. The City Council hereby directs the Community Development Director to record the Development Agreement against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

RESOLVED by the City Council this 11th day of August 2003.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

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

APPEALS: THE DEVELOPMENT AGREEMENT AUTHORIZED BY THIS RESOLUTION DOES NOT APPLY TO A PROJECT PERMIT APPLICATION, AND MAY NOT BE APPEALED UNDER CHAPTER 36.70C RCW (RCW 36.70B.200). THE DEVELOPMENT AGREEMENT AUTHORIZED BY THIS RESOLUTION IS A CONDITION OF COMPREHENSIVE PLAN AMENDMENT APPROVAL, AND APPEALS OF THE DEVELOPMENT AGREEMENT AND THE COMPREHENSIVE PLAN AMENDMENT APPROVAL MUST BE FILED AS PROVIDED IN RCW 36.70A.290.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and Olympic Property Group Properties, LLC, a Washington limited liability company, 19245 Tenth Avenue N.E., Poulsbo, WA 98370 (hereinafter the "Owner").

WITNESSETH:

WHEREAS, the Owner has a fee simple or other substantial beneficial interest in the real property located at south of Borgen Boulevard and east of the existing Home Depot site (5120 Borgen Boulevard), Gig Harbor, Washington, which is legally described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, the Owner applied to the City for a comprehensive plan amendment to change the comprehensive land use designation for 35 acres from Planned Unit Development to Planned Unit Development Commercial (PCD-C); and

WHEREAS, the Owner asked the City Council to approve the application for a change to Planned Unit Development Commercial (PCD-C) with a development agreement for the Property (which was 10 acres of the 35 acre site and legally described in Exhibit A); and

WHEREAS, for the reasons set forth on the record of the City's action on the comprehensive plan amendment, the City Council does not believe that a comprehensive plan amendment to PCD-C for the Property is appropriate, without a development agreement, so that the agreement sets forth additional limitations on the development to be constructed on the Property, in order to ameliorate the adverse impacts of unrestricted commercial development on the surrounding area; and

WHEREAS, the Owners desire to develop the Property with a "village center" concept, to address the concerns of the City Council to restrict commercial development that could otherwise occur in a PCD-C zone; and

WHEREAS, the City has the authority to enter into a development agreement with the owners of real property for the purposes described above; and

WHEREAS, on July 14, 2003, the City Council directed the staff to negotiate a development agreement with the Owners, and to present the Council with a draft development agreement at the July 28, 2003 City Council meeting; and

WHEREAS, on July 28, 2003 and August 11, 2003, the City Council held a public hearing on the development agreement; and

WHEREAS, on August 11, 2003, the City Council considered the comprehensive plan amendment applications on file and voted to approve the comprehensive plan amendment for the Property, expressly conditioned on execution of this Development Agreement, which must be recorded against the Property;

NOW, THEREFORE, the parties hereby covenant, bargain and agree on behalf of themselves, their heirs, successors, legal representatives and assigns as follows:

TERMS

Section 1. Conditions on Use and Development of the Property.

A. *Permitted Uses.* The following uses shall be allowed on the Property as permitted uses:

1. Retail sales and service;
2. Business and professional offices and services, including governmental offices;
3. Hotels;
4. Commercial recreation;
5. Restaurants, excluding drive-through restaurants;
6. Cocktail lounges and taverns;
7. Public facilities;
8. Banks and financial institutions, excluding drive-through facilities;
9. Conference center facilities;
10. Performing arts centers;
11. Museums and art galleries;
12. Public and private schools;
13. Trails, open space, community centers;
14. Residential uses located above retail facilities; and
15. Family day care and adult family homes.

B. *Conditional Uses.* Churches or houses of religious worship shall be allowed on the Property, but only as a secondary use of an existing permitted use, and only as a conditional use (pursuant to GHMC chapter 17.64, Conditional Uses).

C. *Prohibited Uses.* All uses not specifically set forth above as either a permitted or a conditional use are prohibited.

D. *Densities.* The density for residential uses on the Property shall be the same as the density allowed in GHMC chapter 17.17, Planned Community Development Low Density Residential (RLD).

E. *Building Footprint.* No building may be constructed with a building footprint greater than 16,000 square feet.

F. *Development standards.* The minimum development standards for the Property are as follows:

<u>Contiguous Parcel Situation</u> ¹	<u>Minimum Lot Width</u>
Commercial/Commercial	75 feet
Commercial/Residential	75 feet
<u>Contiguous Parcel Situation</u>	<u>Minimum Front Setback</u>
Commercial/Commercial	20 feet
Commercial/Residential	20 feet
<u>Contiguous Parcel Situation</u>	<u>Minimum Side Setback</u>
Commercial/Commercial	5 feet
Commercial/Residential	30 feet
<u>Contiguous Parcel Situation</u>	<u>Minimum Rear Setback</u>
Commercial/Commercial	20 feet
Commercial/Residential	30 feet
<u>Contiguous Parcel Situation</u>	<u>Minimum Street Frontage</u>
Commercial/Commercial	20 feet
Commercial/Residential	20 feet

G. *Landscaping.* All uses shall conform to the landscaping requirements established in chapter 17.78 GHMC (as the same exists or may be hereafter amended). All required yards shall be landscaped in accordance with the landscaping requirements of chapter 17.78 GHMC (as the same exists or may be hereafter amended).

H. *Lot Area.* There is no minimum lot area for the Property.

I. *Height.* ~~The height limits shall be as set forth in GHMC 17.41.030(D) for the Planned Community Development—Commercial Zone (as the same exists or as it may be hereafter amended).~~ See Section 2., 2.

J. *Lot Coverage.* There is no maximum lot coverage except as needed to comply with setback, open space and landscaping requirements.

K. *Off-Street Parking.* Off-street parking and loading areas shall meet the requirements of chapter 17.72 GHMC (or as the same is hereafter amended). For all

¹ Parcels with intervening streets are still considered "contiguous."

structures exceeding 16,000 square feet in floor area, 40% of required parking for the floor area in excess of 16,000 square feet shall be in covered parking, underground parking or above ground parking structures.

L. *Exterior Mechanical Devices.* All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public rights-of-way.

M. *Outdoor Storage of Materials.* Outdoor storage of materials and supplies, shall be completely screened from adjacent properties and public rights-of-way.

N. *Outdoor Lighting.* Outdoor lighting shall comply with GHMC 17.41.030(l) and the City of Gig Harbor Design Manual, (as the same exists or may hereafter be amended).

O. *Trash Dumpsters.* Trash dumpsters shall be screened from view. Screening shall be made of the same siding materials found on the building to which the trash dumpster applies.

P. *Signs.* All signage must comply with chapter 17.80 GHMC (as the same exists or may hereafter be amended).

Q. *Impact Fees.* Impact fees shall be paid as required by chapter 19.12 GHMC (as the same exists or may hereafter be amended).

R. *Residential Uses.* For all structures exceeding 16,000 square feet in floor area, one residential unit shall be required for every 8,000 square feet of non-residential floor area in excess of 16,000 square feet, not to exceed allowable densities described in Section 1 D. Residential units shall be located above non-residential development and strategically located to assure optimal living conditions in a mixed-use area, and may be transferred to other buildings on the Property.

S. *Mitigation measures and other conditions on development.* The City may impose mitigation measures on development of the Property, as allowed by applicable law.

T. *Development Regulations and Design Standards.* The Property shall be developed in accordance with the City's Design Manual (as the same exists or may hereafter be amended). Nothing in this Agreement shall allow any development that does not conform to the applicable development regulations.

U. *Parks and open spaces.* The conditions imposed by the City for the dedication of parks and open spaces shall be in accordance with applicable law.

Section 2. Binding Site Plan. Concurrent with the submission of a rezone application for the Property, the Owners shall submit a complete application for a binding site plan, as required by the codes in place at the time of application. In

addition to the requirements for a binding site plan as set forth in the City's codes, the Owners shall submit the following information and essential features of the plan:

1. The location of building pads and the intended general use for each pad. Building pads shall be sized, located and oriented in a manner that provides variation of design along streetscapes. Variation shall be achieved through a combination of staggered building heights & setbacks along street fronts, shifts in the angle of pads to the street, and variation in the shape and size of building pads.
2. The height of buildings. Building heights, as defined in GHMC 17.04.160, may not exceed two stories, as defined in GHMC 17.04.750.
3. A parking plan for all required parking which conforms to the parking requirements of this Agreement (Section 1(K)).
4. A village green located central to the development that will include a large gazebo, large fountain, or civic monument reflecting a prominent historic figure or event in Gig Harbor's history.
5. A pedestrian/bicycle plan providing links between each building pad, common area and right-of-way, and to larger parcels, plats and development abutting the binding site plan. The plan shall include minimum 8-foot wide walkways in front of all commercial buildings, and minimum 5.5 feet wide walkways/paths in all other locations.
6. A vehicular circulation plan that allows convenient movement within the binding site plan *without relying upon perimeter roads, and that provides on-street parking along at least one side of each street.*
7. Any residential units, which shall be located above non-residential development.
8. A fixture and furnishing plan that specifies the model, color and locational criteria for all outdoor light fixtures, benches, tables, and receptacles. Outdoor seating shall be provided at a minimum of .025 seats per square foot of required common area.
9. A pavement design plan that specifies the materials, patterns and colors of all pedestrian ways, plazas and common area surfaces, as per the City's Design Manual.
10. A landscape plan that identifies areas of required significant vegetation retention as per the City's Design Manual, areas of formal or planted landscaping, and that specifies street tree types, spacing and locations.

Section 3. Binding Nature of Agreement. This Development Agreement shall be recorded in the records of the Pierce County Auditor against the Property, and the covenants, conditions and restrictions set forth herein shall be deemed to attach to and run with the Property, and shall be binding upon the Owners, its heirs, successors, assigns, legal representatives and all other owners of an after-acquired interest in the Property.

Section 4. Adoption of Comprehensive Plan Amendment. An ordinance amending the City's Comprehensive Plan changing the land use designation of the Property shall not be approved until the Owners file a signed copy of this Development Agreement with the City Clerk and the City Council authorizes the Mayor to sign the Development Agreement after a public hearing on the Development Agreement.

Section 5. Term and Expiration. This Development Agreement shall be effective on the date the Ordinance adopting the Comprehensive Plan Amendment for the Property is effective, (barring any appeals). This Development Agreement shall expire as provided below:

A. *Expiration by Lapse of Time.* The parties agree that after the fifth year anniversary of the date the Ordinance adopting the Comprehensive Plan Amendment for the Property is effective, there are no limitations on the City Council's ability to amend the Comprehensive Plan Map or Zoning Map to change the land use designation/zoning classification of the Property (other than those limitations set forth in applicable law and the City's codes).

B. *For subsequent comprehensive plan amendment applications by the Owner.* This Development Agreement has been executed to ameliorate the adverse impacts of the use and development of the Property under the PCD-C land use/zoning designation, as such adverse impacts are known at this time. If the Owners apply for and receive approval for any other comprehensive plan amendment or any rezone of the Property inconsistent with the comprehensive plan amendment referenced herein, this Development Agreement shall expire.

Section 6. Modifications and Waiver. This Development Agreement may be amended or modified by written agreement between the Owners and the City; PROVIDED THAT: the amended Development Agreement shall be approved by the City Council by ordinance after a public hearing, as provided in RCW 36.70B.200. The failure of any party to insist upon strict performance of any of the terms and conditions of this Development Agreement shall not be deemed a waiver of any rights or remedies that the party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in such terms, covenants and conditions.

Section 7. Notice. Any notice which any party to this Development Agreement may make or deliver to the other shall be in writing and addressed as follows:

The City of Gig Harbor
Attn: Community Development Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

Olympic Property Group Properties, LLC
Attn: President
19245 Tenth Avenue N.E.
Poulsbo, WA 98370
(360) 697-6626

City Attorney
Carol Morris
P.O. Box 948
Seabeck, WA 98380-0948

Section 8. Presumptions. This Agreement was drafted by counsel for the parties and there shall not be a presumption or construction against any of the parties. Any titles or captions of paragraphs contained in this Development Agreement are for convenience and reference only. All of the terms and conditions are binding on the parties, regardless of the section in which such terms and conditions are set forth.

Section 9. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof. In addition, the City may decide to file an action to enforce the City's Zoning Code, as provided in chapter 17.07 GHMC, and to obtain penalties and costs as provided therein for violations of this Development Agreement and the City's Zoning Code.

Section 10. Governing Law, Venue and Attorney's Fees. This Development Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or relating to this Development Agreement shall lie in Pierce County Superior Court or the U.S. District Court of Washington for the Western District. In any action brought to enforce this Development Agreement, the prevailing party shall be reimbursed for its reasonable attorney's fees and costs by the non-prevailing party.

Section 11. Entire Agreement. This Development Agreement, the Owner's application(s) for the Comprehensive Plan Amendments, the SEPA Checklist, the Resolution adopting this Development Agreement and the Ordinance adopting the Comprehensive Plan Amendment contain the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified or amended in any way, except in writing, and signed by the duly authorized representatives of the parties.

Section 12. Effect of Development Agreement on Future Comprehensive Plan and Zoning Actions.

A. This Development Agreement shall be considered by the decisionmaker in any subsequent rezone of the Property, and the approval of any rezone shall include and incorporate this Development Agreement. Nothing in this Development Agreement shall prevent the decisionmaker from imposing any additional conditions on use and development of the Property, as long as such conditions are consistent with this Development Agreement.

B. Nothing in this Development Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendment to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property five years from the anniversary date of the Council's adoption of the Comprehensive Plan Amendment for the Property implementing this Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

THE CITY OF GIG HARBOR

OLYMPIC PROPERTY GROUP
PROPERTIES, LLC

By _____
Its Mayor

By Jon Rose
Its President
7/23/03

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

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 she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor 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)
) ss.
COUNTY OF Kitsap)

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

Dated: July 23, 2003

Ember D. Krumwied

Ember D. Krumwied
(print or type name)

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

My Commission expires: 01-24-05

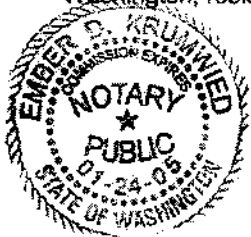


EXHIBIT "A"
LEGAL DESCRIPTION FOR
VILLAGE CENTER

THAT portion of the northeast quarter of the northwest quarter AND of the northwest quarter of the northeast quarter of Section 31, Township 22 North, Range 2 East, W.M., City of Gig Harbor, Pierce County, Washington, more particularly described as follows:

COMMENCING at the northwest corner of said Section 31, as shown on that Record of Survey by ESM Consulting Engineers, L.L.C., recorded under Pierce County Recording No. 200104115003;

THENCE along the north line of the northwest quarter of said Section 31, S 88°30'59" E, 2,302.97 feet;

THENCE S 01°29'01" W, 42.18 feet to the southerly margin of Borgen Boulevard AND the TRUE POINT OF BEGINNING;

THENCE along said southerly margin, easterly 659.67 feet along the arc of a non-tangent curve to the right, having a radius of 9,950.00 feet, the radius point of which bears
S 00°22'57" W, through a central angle of 03°47'55";

THENCE leaving said southerly margin, S 00°01'04" E, 640.08;

THENCE S 89°58'56" W, 558.05 feet;

THENCE N 31°14'17" W, 23.33 feet to a point of curvature;

THENCE northerly 521.08 feet along the arc of a tangent curve to the right, having a radius of 960.00 feet, through a central angle of 31°05'59" to a point of tangency;

THENCE N 00°08'18" W, 100.91 feet to a point of curvature;

THENCE northeasterly 78.99 feet along the arc of a tangent curve to the right, having a radius of 50.00 feet, through a central angle of 90°31'15" to the TRUE POINT OF BEGINNING.

Containing 10 acres, more or less.

See Exhibit "B" attached.

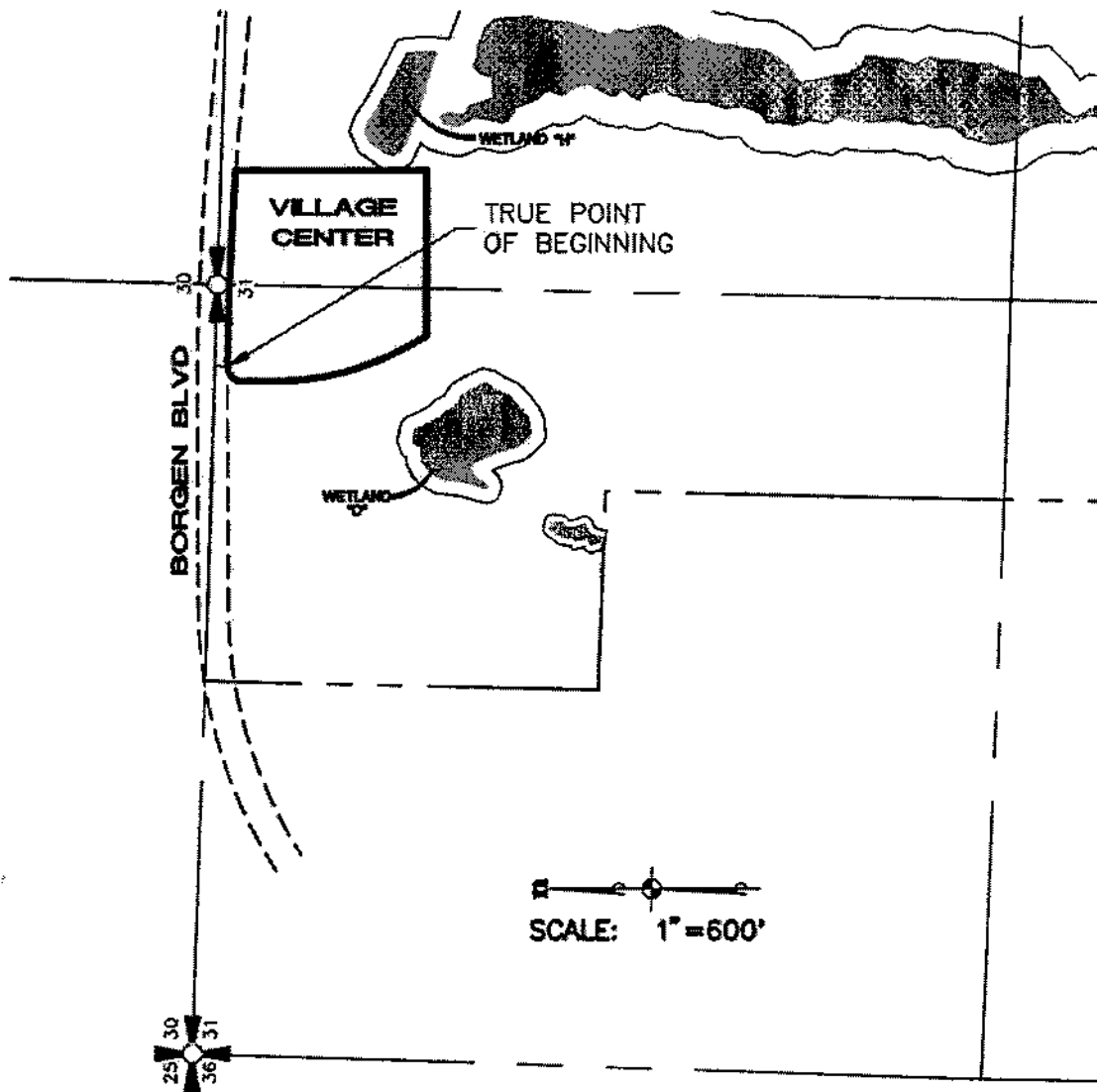
Written by: M.R.B.

Checked by:

EXHIBIT B

TO ACCOMPANY LEGAL DESCRIPTION FOR PROPOSED VILLAGE CENTER

A PORTION OF THE NW 1/4 OF THE NE 1/4 AND OF THE NE 1/4 OF THE NW 1/4 OF SECTION 31, TWP. 22 N., RGE. 2 E., W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



CONSULTING ENGINEERS LLC

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Federal Way, WA 98003

www.esmcivil.com

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Land Planning
Landscape Architecture

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BREMERTON (360) 792-3375

JOB NO. 528-019-001-0002
DRAWING NAME : \\EXHIBITS\SR-02.DWG
DATE : 07-21-03
DRAWN : MRB
SHEET 1 OF 1



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CONTINUED SECOND READING OF AN ORDINANCE – ANNUAL
COMPREHENSIVE PLAN AMENDMENTS
DATE: AUGUST 11, 2003

INTRODUCTION/BACKGROUND

At the July 28, 2003 City Council meeting, a second reading of an ordinance was held with regard to the annual amendments to the Comprehensive Plan. The Council took action to vote on several of the applications and continued deliberations on several others to the August 11, 2003 meeting. Additionally, a resolution for the adoption of the Development Agreement with the Olympic Property Group for an approximately ten (10) acre 'village center' was to be brought forward as well.

RECOMMENDATION

Staff recommends **approval** of the amended Comprehensive Plan amendment application #02-01R, Olympic Property Group (OPG) contingent upon the approval of the Development Agreement – Approximately twenty-five (25) acres of Planned Community Development Commercial (PCD-C) and approximately ten (10) acres of 'village center' through the Development Agreement process.

Staff recommends **approval** of the **modified** Planning Commissions May 7, 2003 recommendation on Comprehensive Plan amendment application #03-01, City of Gig Harbor:

- **Increase** the textual commercial land use allocation from 11% to 18%;
- **Decrease** the textual employment land use allocation from 29% to 22%;
- **Delete** the Planned Community Development Neighborhood Business (PCD-NB) land use category from the text;
- **Modify** the recommended land use map by **re-designating** approximately two and one-half (2 ½) acres of land designated as Planned Community Development Neighborhood Business (PCD-NB) located south of Borgen Boulevard as Planned Community Development Business Park (PCD-BP);

Staff recommends approval of the ordinance as presented reflecting actions taken by the Council on July 28 and August 11, 2003.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN: (1) AMENDING THE COMPREHENSIVE PLAN USE PLAN MAP AND TEXTUAL DESCRIPTION OF THE PLANNED COMMUNITY DEVELOPMENT (PCD) LAND USE DESIGNATION; (2) INCORPORATING THE ADOPTED MARCH 2001 PARK, RECREATION, & OPEN SPACE PLAN AS THE PARK AND RECREATION ELEMENT; AND (3) ADOPTING CERTAIN AMENDMENTS TO THE ADOPTED FEBRUARY 2002 WASTEWATER COMPREHENSIVE PLAN.

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the City adopted its GMA Comprehensive Plan in 1986, later updated in 1994; and

WHEREAS, the City is required to consider suggested changes to the Comprehensive Plan (RCW 36.70A.470); and

WHEREAS, the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and the adoption of any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, the City Community Development Director notified the Washington State Office of Community Development of the City's intent to amend the Comprehensive Plan on April 16, 2003 pursuant to RCW 36.70A.106; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on June 25, 2003 pursuant to RCW 36.70A.106; and

Park and Recreation Element

WHEREAS, the Act requires that the Comprehensive Plan include a park and recreation element that implements, and is consistent with, the capital facilities plan element as it relates to park and recreation facilities (RCW 36.70A.070); and

WHEREAS, on May 27, 2003, after public hearings, the City Council adopted Ordinance No. 930, which adopted the March 2001 Park, Recreation & Open Space Plan by reference; and

WHEREAS, on July 14, 2003, the City Council held a public hearing on the incorporation of the March 2001 Park, Recreation, & Open Space Plan into the Comprehensive Plan as the required park and recreation element; and

Wastewater Comprehensive Plan

WHEREAS, the Act requires that the Comprehensive Plan include a utilities element that consists of the general location, proposed location and capacity of all existing and proposed utilities, such as the City's wastewater treatment plant; and

WHEREAS, on December 9, 2002, after public hearings, the City Council adopted Ordinance No. 921, which adopted the February 2002 Wastewater Comprehensive Plan by reference and incorporated it into the Comprehensive Plan as a portion of the required utilities element; and

WHEREAS, on July 14, 2003, the City Council held a public hearing on amendments to the February 2002 Wastewater Comprehensive Plan and Comprehensive Plan utilities element; and

Land Use Element

WHEREAS, the Act requires that the Comprehensive Plan include a land use element designating the proposed general distribution and general location and uses of land, where appropriate, for the different types of allowed uses in the City, as well as other information (RCW 36.70A.070(1)); and

WHEREAS, on October 16, 2002, the City SEPA Responsible Official issued a SEPA threshold decision of a Mitigated Determination of Non-Significance with regards to the proposed comprehensive plan amendments submitted by the property owners (#02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC); and

WHEREAS, on January 24, 2003, the City SEPA Responsible Official issued a SEPA threshold decision of a Revised Mitigated Determination of Non-Significance with regards to the proposed comprehensive plan amendments submitted by the property owners (#02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC); and

WHEREAS, on February 6, 2003, the Planning Commission held hearings on two comprehensive plan amendments submitted by the property owners (#02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC); and

WHEREAS, on February 20, 2002, March 6, 2003 and March 20, 2003, the Planning Commission held work study sessions on comprehensive plan amendments

(#02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC) to deliberate and formulate a recommendation to the City Council; and

WHEREAS, on March 20, 2003, the Planning Commission recommended denial of comprehensive plan amendments #02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC; and

WHEREAS, on April 14, 2003, the Gig Harbor City Council considered the Planning Commission's recommendation of denial of comprehensive plan amendments #02-01 Olympic Property Group (OPG) and #02-02 SHDP Associates, LLC, during a public meeting; and

WHEREAS, on April 14, 2003, the Gig Harbor City Council proposed a new comprehensive plan amendment to be considered by the Planning Commission at their next meeting, which amendment would copy the zoning designations of individual properties located in the Planned Community Development Designation to the corresponding parcels in the Comprehensive Plan Map as land use designations, and in addition, to copy the portions of the Zoning Map relating to these zoning designations (City of Gig Harbor #03-01); and

WHEREAS, on April 17, 2003, the City SEPA Responsible Official issued a SEPA threshold decision of a Determination of Non-Significance with regards to the proposed (City of Gig Harbor #03-01) comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area pursuant to WAC 197-11-340(2); and

WHEREAS, on May 7, 2003, the Planning Commission held a public hearing on comprehensive plan amendment #03-01, which proposed changing the land use

designations of all property in the Planned Community Development (PCD) designation in the Comprehensive Plan to correspond with the Zoning Map designation; and

WHEREAS, at the May 7, 2003 Planning Commission public hearing on comprehensive plan amendment #03-01, the two applicants for Comprehensive Plan amendments (Olympic Property Group (OPG) and SHDP Associates, LLC) submitted requests that the Comprehensive Plan land use designation for the properties that they owned be changed to commercial, not the zoning designation from the City's Zoning Map (#02-02R - SHDP Associates, LLC and #02-01R - Olympic Property Group (OPG)); and

WHEREAS, the Planning Commission recommended that the City Council adopt the comprehensive plan amendment #03-01 together with textual amendments to the Planned Community Development (PCD) designation; and

All Comprehensive Plan Amendments

WHEREAS, on June 23, 2003, the City SEPA Responsible Official issued a SEPA threshold decision of a Mitigated Determination of Non-Significance on comprehensive plan amendment applications #02-01, #02-02, #03-01, #02-01R, #02-02R, and the proposed amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (Exhibit A), and the incorporation of the adopted March 2001 Park, Recreation, & Open Space Plan by reference as the park and recreation element of the City's Comprehensive Plan; and

WHEREAS, on May 27, 2003 and July 14, 2003, the Gig Harbor City Council held public hearings to consider the comprehensive plan amendments; and

WHEREAS, on July 28, 2003 and August 11, 2003, during regular City Council meetings, the Gig Harbor City Council deliberated and voted on the comprehensive plan amendments; Now, Therefore:

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

Section 1. Park, Recreation, & Open Space Plan. The City Council hereby incorporates the adopted March 2001 Park, Recreation, & Open Space Plan (Ordinance No. 930) by reference as the park and recreation element of the City's Comprehensive Plan.

Section 2. Wastewater Plan. The City Council hereby adopts amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (Ordinance No. 921), as outlined in Exhibit A, by reference.

Section 3. Comprehensive Land Use Map and Plan Text Amendments.

A. **Notice.** The City Clerk confirmed that public notice of the public hearings held by the City Council on the following applications was provided.

B. **Hearing Procedure.** The City Council's consideration of the comprehensive land use map and plan text amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

C. **Testimony.** The following persons testified on the applications at the July 14, 2003 public hearing:

1. Bob Thorpe – 8020 Goodman Dr. NW. Opposed a commercial center.
2. Linda Gair - 3306 North Harborview Dr. Asked Council not to rush to judgment by granting the comp plan amendments, and not to "sell us out."

3. Lauren Bingham Miller – Bellevue. Spoke in favor of the comp plan amendment proposed by SHDP.
4. Craig Shurick – 5616 Old Stump Drive. Doesn't know whether or not the increase in commercial area should occur, but that he trusts the Council's judgment
5. Dave Seiwerath – 6919 Cascade Ave. Spoke in favor of the plan to increase the commercial area, stressing that the city needs to look to the future needs.
6. Jack Bujacich – 3607 Ross Avenue. Spoke in support of the upgraded Comprehensive Plan.
7. Dave Folsom – 3160 Ann Marie Court. Voiced his concerns over water limitations; he was not opposed to a Costco, but not necessarily at this site.
8. Dale Pinney – First Western Development / SHDP – 1359 205th St. NW. Discussed the step-down zoning and the 55+ community and how this concept utilizes a consistent zoning pattern rather than placing commercial next to low-density, concluded that this proposal retains the original Planned Community Development concept. He introduced Terry Gibson to address traffic concerns.
9. Terry Gibson – 4610 131st St Ct NW. Explained that he had conducted extensive traffic studies on this area, he concluded that with improvements, Borgen Boulevard would have sufficient capacity to accommodate both the predicted growth to the year 2022 with the existing zoning and also accommodate the Costco North proposal before Council now.

10. John Rose – Olympic Property Group. Explained that a traffic study had been done by and OPG engineer and reviewed by the city. The study indicated that there were no unresolvable level of service issues and said that everyone seemed to agree that Borgen Boulevard was able to handle the increased traffic flow. He requested modifications to this report, adding that it did not matter if this occurred in the OPG application or the city's application. The first modification is to increase the 20 acres to 25 acres of commercial and second modification is to approve the Village designation at this time.

11. Scott Schenks – SHDP – 1359 51st Street - Shoreline. Explained that his company has gathered a great deal of information in order to assist Council to make an informed decision.

There were no more comments and the Mayor closed the Public Hearing at 8:33 p.m. and announced a short recess.

D. Applications.

1. **#02-01, Olympic Property Group (OPG) Application.** The applicant, Olympic Property Group (OPG) proposed an increase to the allowable commercial area and a reduction in the allowable employment area in the PCD land use category in the Gig Harbor North area. The applicant proposes to increase the commercial land use allocation in the PCD from a 10% maximum to an 18% maximum and a reduction in the employment land use allocation in the PCD from a 25% minimum to a 20% minimum. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to **deny** this application.

2. **#02-02, SHDP Associates, LLC Application.** The applicant, SHDP Associates, LLC proposed an increase to the allowable commercial area in the PCD land use category in the Gig Harbor North area. The applicant proposes to increase the commercial land use allocation in the PCD from a 10% maximum to a 14% maximum. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to **deny** this application.

3. **#03-01, City of Gig Harbor, Application.** The applicant, the City of Gig Harbor proposed a comprehensive land use plan map for the Planned Community Development (PCD) designation reflective of the existing zoning and the Planning Commission recommended textual amendments (Exhibit B). After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to _____ this application.

4. **#02-02R, SHDP Associates, LLC Application.** The applicant, SHDP Associates, LLC proposed Comprehensive Plan land use designation for the properties that they owned be changed to commercial, not the zoning designation from the City's Zoning Map. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to **deny** this application.

5. **#02-01R, Olympic Property Group (OPG) Application.** The applicant, Olympic Property Group (OPG) proposed Comprehensive Plan land use designation for the properties that they owned be changed to commercial, not the zoning

designation from the City's Zoning Map. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to _____ this application.

Section 4. Transmittal to State. The City Community Development Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State Office of Community Development within ten days of adoption, pursuant to RCW 36.70A.106.

Section 5. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this __ day of _____, 2003.

CITY OF GIG HARBOR

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

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

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

On _____, 2003, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN: (1) AMENDING THE COMPREHENSIVE PLAN USE PLAN MAP AND TEXTUAL DESCRIPTION OF THE PLANNED COMMUNITY DEVELOPMENT (PCD) LAND USE DESIGNATION; (2) INCORPORATING THE ADOPTED MARCH 2001 PARK, RECREATION, & OPEN SPACE PLAN AS THE PARK AND RECREATION ELEMENT; AND (3) ADOPTING CERTAIN AMENDMENTS TO THE ADOPTED FEBRUARY 2002 WASTEWATER COMPREHENSIVE PLAN.

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

APPROVED by the City Council at their meeting of _____, 2003.

MOLLY TOWSLEE, CITY CLERK

Exhibit A
February 2002 Wastewater Comprehensive Plan
2003 Annual Amendments

COLLECTION SYSTEM EXPANSIONS AMENDMENT

SYSTEM EXPANSION C-7 (Olympic Drive)

SUMMARY

The proposed capital improvements to be completed within the 20-year planning period drainage basin C-7 are summarized in Figure 1. The basin will be served by an 8" trunk line on 38th Avenue, with 8" lateral lines on 60th Street, Olympic Drive, Norwood Estates, and Briarwood Lane.

This plan change is shown in Figure 2. Recent field topographic work conducted as part of the Olympic Drive/56th Street Improvement Design Project indicates the finished grade along 56th St. decreases as one travels easterly away from 38th Ave. The roadway sag is located at the most eastern terminus manhole on the proposed 8-inch gravity sewer line as shown in Figure 1. The Adopted Comprehensive Plan reflects an 8-inch gravity trunk line flowing towards 38th Ave. The Comp Plan designer incorrectly assumed the road grade along Olympic was flowing in this direction. This plan amendment corrects this oversight and provides for the following features:

- 384 feet of 8-inch gravity sewer along Olympic Drive serving a total of 6 lots.
- A new pump station would be installed at the low point on Olympic. The lift station will be sized for 120 gpm in order to maintain the minimum scouring velocity in the force main.
- 779 feet of 4-inch force main flowing to an existing gravity trunk line located on Olympic.

It is anticipated that this plan amendment would be constructed within the next six (6) years. Construction of the gravity and force main is anticipated to be constructed as part of the Olympic/56th Street Improvement Project. The lift station will be constructed as part of private development. Should private development preclude the roadway project, then the entire project will be funded and constructed by private development.

IMPACTS

FISCAL

The City estimated construction costs are:

- | | |
|--|------------------|
| • Gravity sewer line and side sewer lateral: | \$ 40,000 |
| • Force Main: | <u>\$ 25,000</u> |

• Lift Station:	(Developer Funded)*	
• Subtotal:		\$ 65,000
• Sales Tax (8.4%):		<u>\$ 5,500</u>
• Subtotal:		\$ 70,500
• Contingency (10%):		<u>\$ 7,500</u>
• Subtotal:		\$ 78,000
• Engineering, Overhaul and Administration (10%):		<u>\$ 7,800</u>
• Total Cost:		\$ 85,800

* Estimated Construction Cost By Developer \$177,000

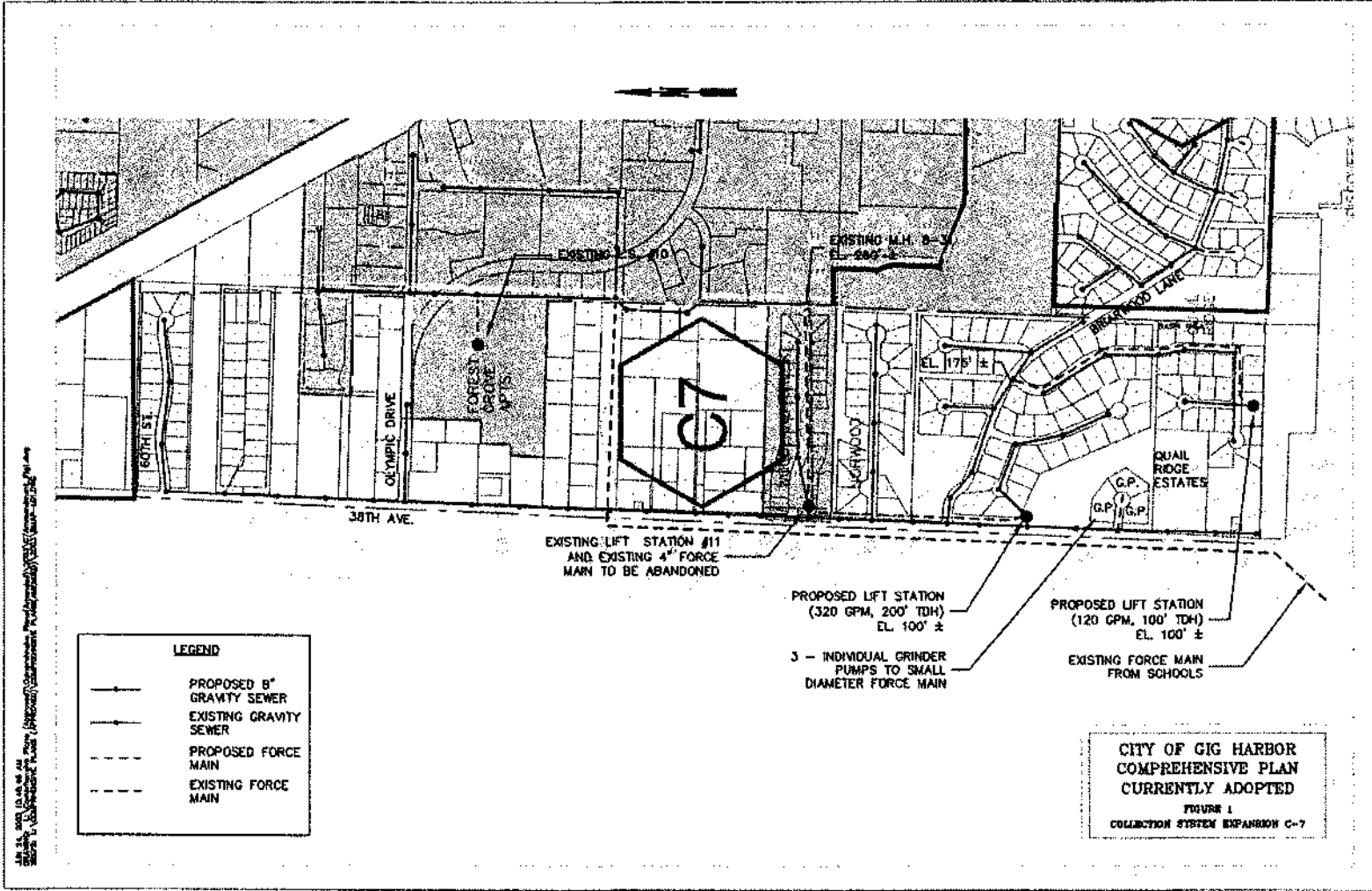
Sufficient Funds exist within the City's Sanitary Sewer Operating Fund to fund this improvement, if it were to be constructed as part of the City's roadway improvement project.

EXISTING CITY FACILITIES

The proposed improvements will generate approximately 1,800 gallons of sewage flow per day (6 ERUs). There will not be any consequential impacts to the City's existing downstream conveyance system.

ENVIRONMENTAL

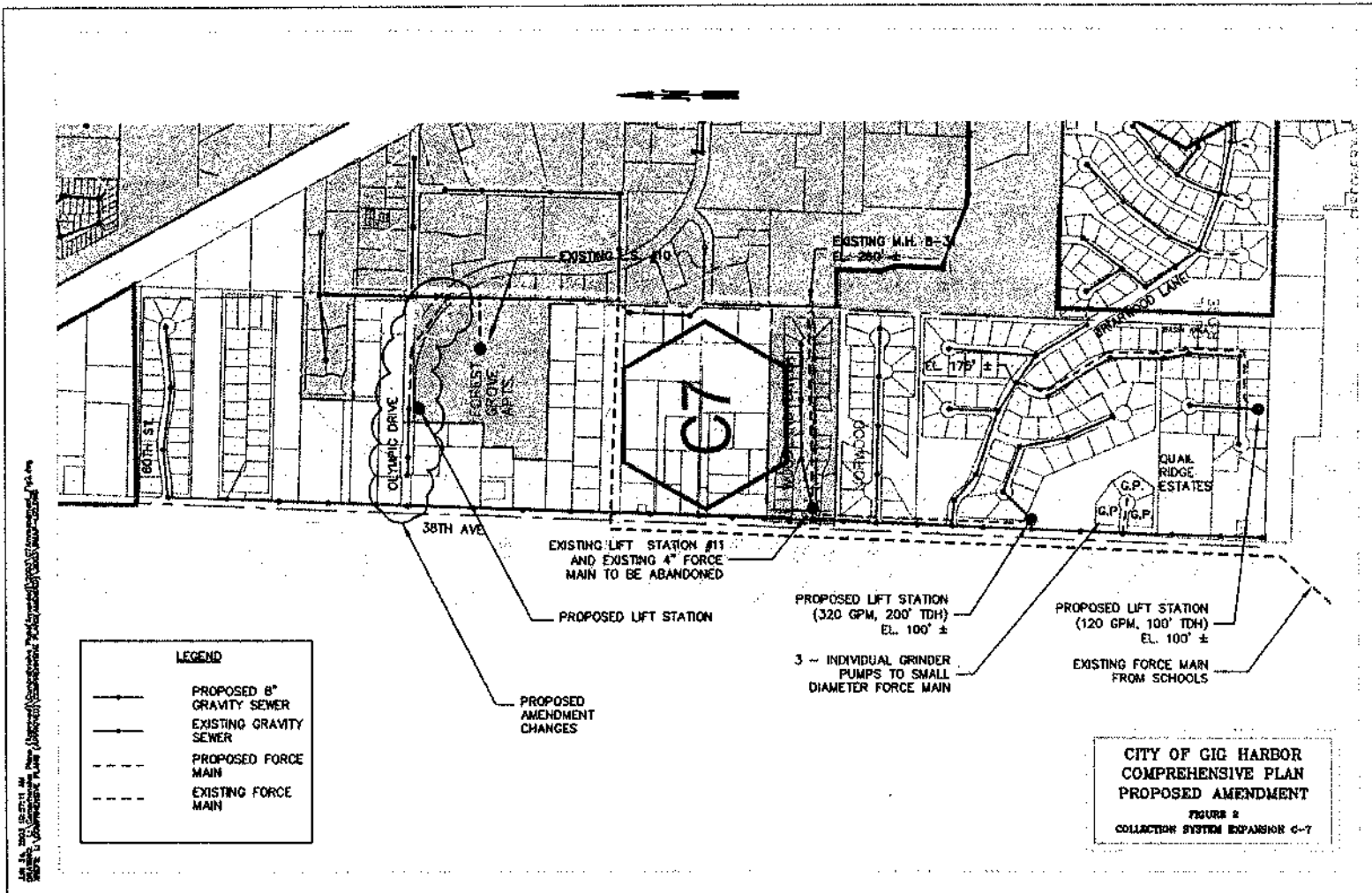
The proposed improvements will not have any environmental impacts. A SEPA checklist is being prepared for the Street Improvement Project. A component of the checklist will address the sanitary sewer improvement portion of the project.



JUN 21, 2002 10:45 AM
 SHEET 1 OF 1 (SEE SHEET C-7)
 GIG HARBOR, WA
 (SHEETS 1 THROUGH 10)

LEGEND	
	PROPOSED 8" GRAVITY SEWER
	EXISTING GRAVITY SEWER
	PROPOSED FORCE MAIN
	EXISTING FORCE MAIN

CITY OF GIG HARBOR
 COMPREHENSIVE PLAN
 CURRENTLY ADOPTED
 FIGURE 1
 COLLECTION SYSTEM EXPANSION C-7



DATE: 08/01/01
 DRAWN BY: J. L. [unreadable]
 CHECKED BY: [unreadable]
 PROJECT: [unreadable]

LEGEND	
	PROPOSED 8" GRAVITY SEWER
	EXISTING GRAVITY SEWER
	PROPOSED FORCE MAIN
	EXISTING FORCE MAIN

CITY OF GIG HARBOR
 COMPREHENSIVE PLAN
 PROPOSED AMENDMENT
 FIGURE 2
 COLLECTION SYSTEM EXPANSION C-7

COLLECTION SYSTEM EXPANSIONS AMENDMENT

SYSTEM EXPANSION C-8 (Hazen Short Plat)

SUMMARY

The proposed capital improvements to be completed within the 20-year planning period for drainage basin C-8 are summarized in Figure 1. The basin will be served by an 8" trunk line on Hunt St. and Reid Dr. (AKA 64th Street Northwest), 2 new force mains, and 2 new lift stations. Reports of failing septic tanks make this basin a relatively high priority for sewer service.

The applicant, Linda Hazen, is proposing to subdivide her property into a four (4) lot short plat. Her property fronts the 2nd proposed manhole on 64th Street Northwest. In order for short plat approval, Ms. Hazen would be required to construct all the sanitary improvements shown in Figure 1. The estimated costs for the improvements would amount to \$3M dollars.

The applicant is proposing to construct a portion of the gravity sewer along 64th Street Northwest, and then proceed northerly across her and the adjacent property to the north through a 20 ft. wide City-access utility easement and connect to the City's sewer system on Cascade St.

The plan change is shown in Figure 2. This plan amendment provides the following features:

- Approximately 205 feet of 8-inch gravity sewer on 64th Street Northwest, extending across the entire frontage of the applicant's property.
- Approximately 750 feet of 8-inch gravity sewer along a 20 ft. wide utility easement connecting into the existing City sewer system on Cascade St.

It is anticipated that this plan amendment would be constructed within the next six (6) years.

IMPACTS

FISCAL

Construction funding for this project will be provided entirely by the developer. City funds will not be expensed as part of the construction project.

EXISTING CITY FACILITIES

The proposed improvements will generate approximately an additional 8,400 gallons of average sewage flow per day (28 ERUs). Engineering calculations provided by the applicant's engineer were confirmed through an independent review by a City

engineering consultant. The results concluded there would not be any adverse impacts to the City's downstream sewage lift station and conveyance system.

ENVIRONMENTAL

It is not anticipated the proposed improvements will have any environmental impacts. A SEPA checklist will be required to be prepared by the Developer during the plan review process.

Exhibit B
Planning Commission Recommendation
Planned Community Development (PCD) Land Use
Designation Map and Textual Amendments

Background

The following is a chronology of events related to the comprehensive plan amendments:

January 23, 2002

First Western Development Services submission of a site-specific rezone application (REZ 01-02) for property located at the end of 51st Street (north of Target/Albertson's) from a PCD-RMD zone to a PCD-C zone.

July 11, 2002

Comprehensive plan amendment applications submitted by Olympic Property Group (#02-01) and by SHDP Associates, LLC (#02-02).

September 2002

Pierce County Buildable Lands Report issued.

October 16, 2002

Mitigated Determination of Nonsignificance SEPA decision on the comprehensive plan amendments issued.

October 31, 2002

Staff issues a memorandum noting errors in the Pierce County Buildable Lands Report with regards to assumptions and inventories pertaining to the City.

November 5, 2002

Staff report and recommendation on the comprehensive plan amendments issued.

November 6, 2002

SHDP Associates, LLC files a timely appeal of the Mitigated Determination of Nonsignificance SEPA decision on the comprehensive plan amendments.

November 7, 2002

Scheduled Planning Commission Public Hearing on the comprehensive plan amendments cancelled in light of the appeal of the SEPA determination.

Staff outlines a revised process for the consideration of the comprehensive plan amendments, which includes an opportunity for the applicants to submit revised applications by December 6, 2002.

November 14, 2002

SHDP Associates, LLC withdraws their November 6, 2002 appeal of the SEPA determination on the comprehensive plan amendments.

December 6, 2002

Comprehensive plan amendment applicants submit revised applications

December 10, 2002

Hearing Examiners decision denying site-specific rezone (REZ 01-02) from a PCD-RMD zone to a PCD-C zone for property located at the end of 51st Street (north of Target/Albertson's) issued.

December 24, 2002

Expiration of the appeal period for the Hearing Examiners decision on site-specific rezone (REZ 01-02), no appeals filed.

January 16, 2003

Planning Commission holds a work-study session during which the proponents of the comprehensive plan amendments present their applications.

January 24, 2003

Revised Mitigated Determination of Nonsignificance SEPA decision on the comprehensive plan amendments issued.

January 30, 2003

Revised staff report and recommendation on the comprehensive plan amendments issued (#02-01 - Olympic Property Group & #02-02 - SHDP Associates, LLC).

February 6, 2003

Planning Commission holds a public hearing on the comprehensive plan amendments (#02-01 - Olympic Property Group & #02-02 - SHDP Associates, LLC).

February 7, 2003

Expiration of the appeal period on the January 24, 2003 SEPA determination, no appeals filed.

February 20, 2003

Planning Commission holds a work-study session to deliberate comprehensive plan amendments.

February 28, 2003

Sub-Committee of the Planning Commission (Kadzik, Gair, & Franklin) meet with staff to discuss potential transportation related impacts associated with the comprehensive plan amendments.

March 6, 2003

Planning Commission holds a work-study session to deliberate comprehensive plan amendments.

March 20, 2003

Planning Commission holds a work-study session to deliberate comprehensive plan amendments, recommends denial of applications ((#02-01 - Olympic Property Group & #02-02 – SHDP Associates, LLC).

April 14, 2003

The City Council considers the March 20, 2003 Planning Commission recommendations and directs the Planning Commission to hold one public hearing on a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area and present a recommendation back to the City Council for public hearing at the May 27, 2003 meeting.

April 17, 2003

A Determination of Non-Significance was issued with regards to the proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area is issued pursuant to WAC 197-11-340(2).

May 7, 2003

Planning Commission holds a public hearing on a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area and recommends a proposed comprehensive plan land use map for the Planned Community Development (PCD) designation based on the existing zoning of the area together with textual amendments (#03-01, City of Gig Harbor).

At the Planning Commission public hearing on comprehensive plan amendment #03-01, the two applicants for Comprehensive Plan amendments (Olympic Property Group (OPG) and SHDP Associates, LLC) submitted requests that the Comprehensive Plan land use designation for the properties that they owned be changed to commercial, not the zoning designation from the City's Zoning Map (#02-02R - SHDP Associates, LLC and #02-01R – Olympic Property Group (OPG)).

May 27, 2003

City Council holds a public hearing to consider the May 7, 2003 Planning Commission recommendation on comprehensive plan amendment application #03-01 and directs staff to perform SEPA and traffic analysis on applicants proposals (#02-02R - SHDP Associates, LLC and #02-01R – Olympic Property Group (OPG)) and bring the matter back for public hearing and first reading of an ordinance on July 14, 2003.

June 23, 2003

The City SEPA Responsible Official issued a SEPA threshold decision of a Mitigated Determination of Non-Significance on comprehensive plan amendment applications #02-01, #02-02, #03-01, #02-01R, #02-02R, and the proposed amendments to the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (Exhibit A), and the incorporation of the adopted March 2001 Park, Recreation, & Open Space Plan by reference as the park and recreation element of the City's Comprehensive Plan. Written appeals of this determination must be filed by July 9, 2003, no appeals had been filed as of July 3, 2003.

July 14, 2003

The City Council holds a public hearing and first reading of an ordinance to consider the annual amendments to the Comprehensive Plan. The Council directed staff to negotiate a development agreement with the Olympic Property Group for the ten (10) acre 'village center' and scheduled a public hearing for July 28, 2003.

July 23, 2003

The City's responsible SEPA official issued a MDNS and an adoption of an existing environmental document on July 23, 2003 with regards to the draft Development Agreement with a comment/appeal period through August 11, 2003.

July 28, 2003

The City Council holds a public hearing on the development agreement and a second reading of an ordinance to consider the annual amendments to the Comprehensive Plan. The Council directs staff to bring back a resolution for the adoption of the development agreement on August 11, 2003. The Council also deliberates the merits and takes votes on several of the individual comprehensive plan amendment applications. The second reading of the ordinance is continued to August 11, 2003.

August 11, 2003

The City Council holds another public hearing on the development agreement and continues the second reading of an ordinance to consider the annual amendments to the Comprehensive Plan. Deliberations are continued and final action is taken.

**May 7, 2003 Planning Commission Recommendation on
comprehensive plan amendment application
#03-01, City of Gig Harbor**

Proposed textual amendment (additions underlined, deletions ~~struck~~):
Gig Harbor Comprehensive Plan, November 1994 – Pages 9 & 10

**9. Generalized Land Use Categories
Planned Community Development**

~~A Planned Community Development (PCD) incorporates all of the other land use designations into a site development without prescribing a specific land use or zoning designation on a parcel(s) or site(s). The purpose of a Planned Community Development (PCD) is to promote optimum site development options which are compatible with the communities' planning goals and interests. A PCD should meet the following minimum general guidelines:~~

- Minimum area allocated must be 100 acres.
- Land Use allocation should be approximately as follows:

Residential	45 <u>60</u> % maximum
Commercial	40 <u>11</u> % maximum
Employment	25 <u>29</u> % minimum
Parks/Open Space	10 <u>10</u> % minimum
Schools	10 <u>10</u> % minimum
- Residential may consist of:
 - Housing units above or connected to commercial shops;
 - Allowances for Single Room Occupancy (SRO) housing;
 - Studio apartments;
 - Parks for full size and efficiency sized manufactured housing units.
- ~~The allocations~~ Adequate provisions for Parks/Open Space and Schools ~~should be provided for in the PCD may be combined.~~
- Site development design must be consistent with Community Design standards of the Comprehensive Plan and adopted design guidelines.

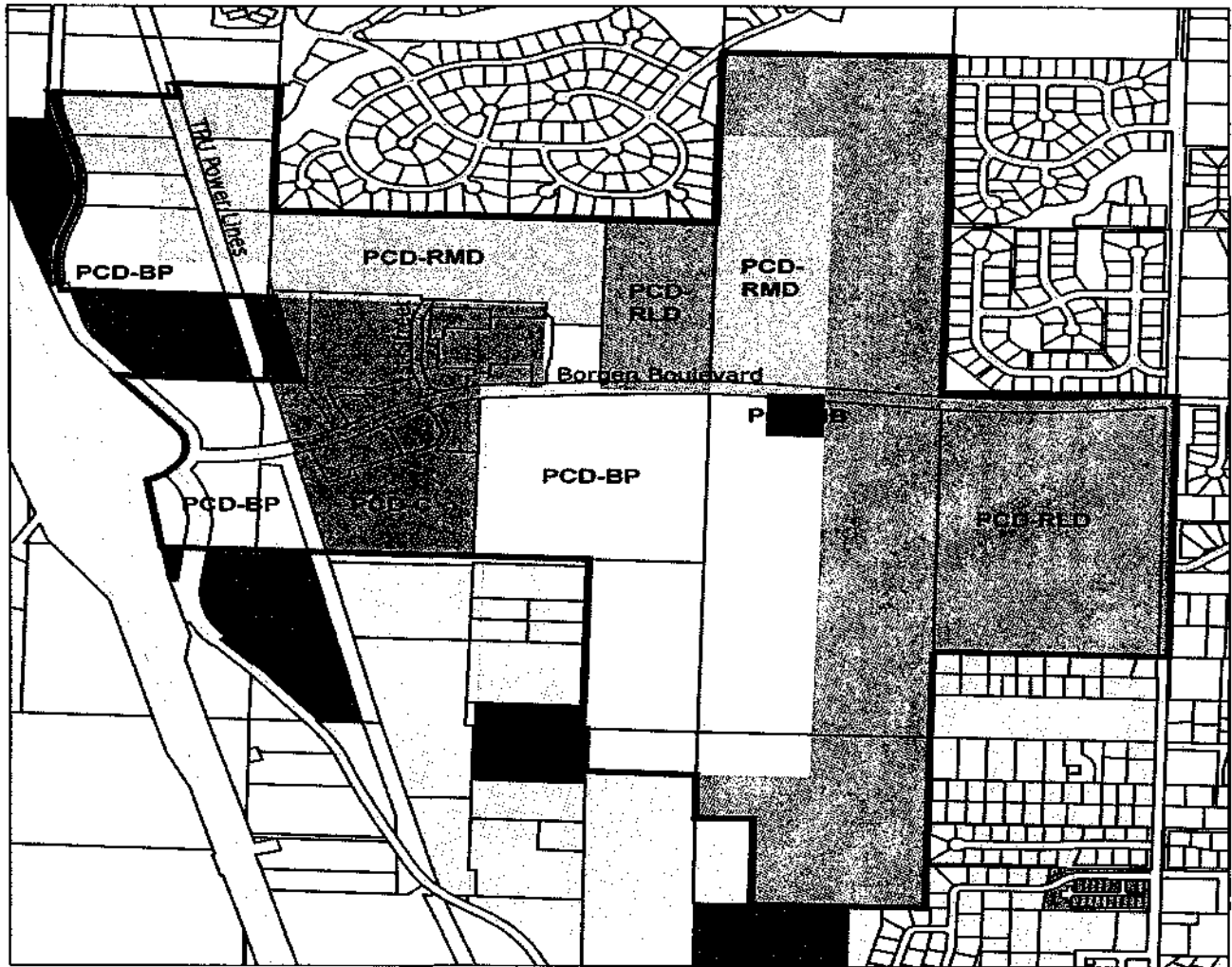
A Planned Community Development (PCD) incorporates the following generalized land use categories:

- Planned Community Development Residential Low (PCD-RLD, 4.0 - 7.0 dwelling units per acre) - Provides for well designed residential developments which are located to minimize adverse effects on the environment or sensitive natural areas; provides for clustering of dwelling units to protect important natural features and amenities, limit the costs of development and public service costs and to maintain, enhance and

complement the natural beauty of the Gig Harbor community; and allows unique and innovative residential development concepts that will provide for unconventional neighborhoods, provide affordable housing for a wide range of income levels, maintain or enhance community linkages and associations with other neighborhoods, and to allow village and traditional neighborhood forms.

- Planned Community Development Residential Medium (PCD-RMD, 8.0 - 16.0 dwelling units per acre) - Provides for greater population densities to facilitate high quality affordable housing, a greater range of lifestyles and income levels; provides for the efficient delivery of public services and to increase residents' accessibility to employment, transportation and shopping; and serves as a buffer and transition area between more intensively developed areas and lower density residential areas.
- Planned Community Development Commercial (PCD-C) - Provides for the location of businesses serving shoppers and patrons on a wider basis as distinguished from a neighborhood area; encourages urban development; encourages attractive natural appearing development and landscaping; promotes a quality visual environment by establishing standards for design, size and shape of buildings that create an attractive business climate; and where appropriate, residential uses should be located above commercial uses.
- Planned Community Development Business Park (PCD-BP) - Provides for the location of high quality design development and operational standards for technology research and development facilities, light assembly, and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises; is intended to be devoid of nuisance factors, hazards and potentially high public facility demands; and retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.
- Planned Community Development Neighborhood Business (PCD-NB) - Provides for businesses serving the everyday needs of neighboring residents; is limited in overall site area and availability of uses and is not intended to provide regional retail facilities; and provides retail and service uses that are easily accessible to local residents.

Planning Commission recommended Planned Community Development (PCD) Comprehensive Plan Land Use Map [This proposed map is based upon the existing zoning currently in place and represents no proposed increase in the amount commercially designated land]:





ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: JULY 29, 2003
SUBJECT: SECOND READING - LOCAL IMPROVEMENT DISTRICT No. 99-1
FINAL ASSESSMENT ROLL

INTRODUCTION

This is the second reading of an ordinance approving and confirming the final assessment roll for Local Improvement District No. 99-1. Required notices were published in the Peninsula Gateway July 2 and July 9, 2003. In addition, the hearing notice was mailed to all participants 15 days prior to the hearing. We expect the prepayment period to run from August 21 through September 20, 2003.

POLICY CONSIDERATIONS

The assessments for each parcel were calculated by the City Engineer in accordance with the special benefit each property was determined to have received from construction of the road. Special benefit was determined by a Special Benefit/Proportionate Assessment Study conducted in August 1999 by Macaulay and Associates.

All properties identified in the study as receiving a special benefit were assigned an assessment based upon the special benefit ratio of 76 percent (calculated by dividing total LID assessment by total special benefit of \$2,500,000). See attachment A.

FINANCIAL

Total project costs, including all design, were \$3,521,992. City and Pierce County contributions were \$1,850,000, leaving a balance of \$1,701,992 to be financed through the LID. Additional expenses totaling \$217,500 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 - \$13,000; LID billing and administrative costs - \$4,500. Including the additional financing expenses, the LID total assessment will be \$1,889,492.

RECOMMENDATION

Staff recommends passage of this ordinance.

ATTACHMENT A

LID No. 99-1 Final Assessment Roll

Map No.	Owner	Parcel No.	Mailing Address	LID Assessment
1	Olympic Property Group LLC	0222313043	19245 10th Ave NE, Poulsbo, WA 98370	\$ -
2	Olympic Property Group LLC	0222314017	19245 10th Ave NE, Poulsbo, WA 98370	-
3	Tacoma City Light	0222312004	PO Box 11007, Tacoma, WA 98411	-
4	Ballinger Corporation	0222312038	PO Box 860, Renton, WA 98057	8,550.87
5	Target Corporation	4002060090	PO Box 9456, Minneapolis, MN 55440	109,228.01
6	Target Corporation	4002060011	PO Box 9456, Minneapolis, MN 55440	267,452.52
7	Gig Harbor North LLC	4002060060	6373 Nancy Ridge Dr., San Diego, CA 92121	25,749.25
8	Gig Harbor North LLC	4002060050	6373 Nancy Ridge Dr., San Diego, CA 92121	42,979.26
9	Gig Harbor North LLC	4002060070	6373 Nancy Ridge Dr., San Diego, CA 92121	28,417.97
10	Gig Harbor North LLC	4002060040	6373 Nancy Ridge Dr., San Diego, CA 92121	33,898.23
11	Albertson's Inc.	4002060020	PO Box 20, Boise, ID 83726	139,639.19
12	Ballinger Corporation	0222303011	PO Box 860, Renton, WA 98057	16,408.27
13	Albertson's Inc.	4002060012	PO Box 20, Boise, ID 83726	56,326.32
14	Gig Harbor North LLC	4002060030	6373 Nancy Ridge Dr., San Diego, CA 92121	40,794.51
15	Ballinger Corporation	0222303010	PO Box 860, Renton, WA 98057	94,059.61
16	Quinby & Nancy Bingham	0222303002	6622 Ampere Ave, North Hollywood, CA 91606	60,463.73
17	Olympic Property Group LLC	0222304000	19245 10th Ave NE, Poulsbo, WA 98370	222,185.81
18	Olympic Property Group LLC	0222311000	19245 10th Ave NE, Poulsbo, WA 98370	154,295.70
19	Olympic Property Group LLC	0222311001	19245 10th Ave NE, Poulsbo, WA 98370	148,123.87
20	Olympic Property Group LLC	0222312009	19245 10th Ave NE, Poulsbo, WA 98370	-
21	Olympic Property Group LLC	0222312000	19245 10th Ave NE, Poulsbo, WA 98370	98,749.25
22	Home Depot USA Inc.	4002070041	3800 W Chapman Ave., Orange, CA 92668	174,889.31
23	SHDP Associates LLC	4002070030	1359 N 205th St. #B, Shoreline, WA 98133	49,275.26
24	SHDP Associates LLC	4002070020	3810 196th St. SW Ste. 12, Lynwood, WA 98036	46,150.78
25	SHDP Associates LLC	4002070010	3810 196th St. SW Ste. 12, Lynwood, WA 98036	71,854.70
26	Talmo Inc.	0122254074	PO Box 492, Gig Harbor, WA 98335	-
27	Tacoma City Light	0222303003	PO Box 11007, Tacoma, WA 98411	-
28	Cumbe S B & Mary Jane	0222312031	7025 Stanich Ave, Gig Harbor, WA 98335	-
29	Cumbe S B & Mary Jane	0222312027	7025 Stanich Ave, Gig Harbor, WA 98335	-

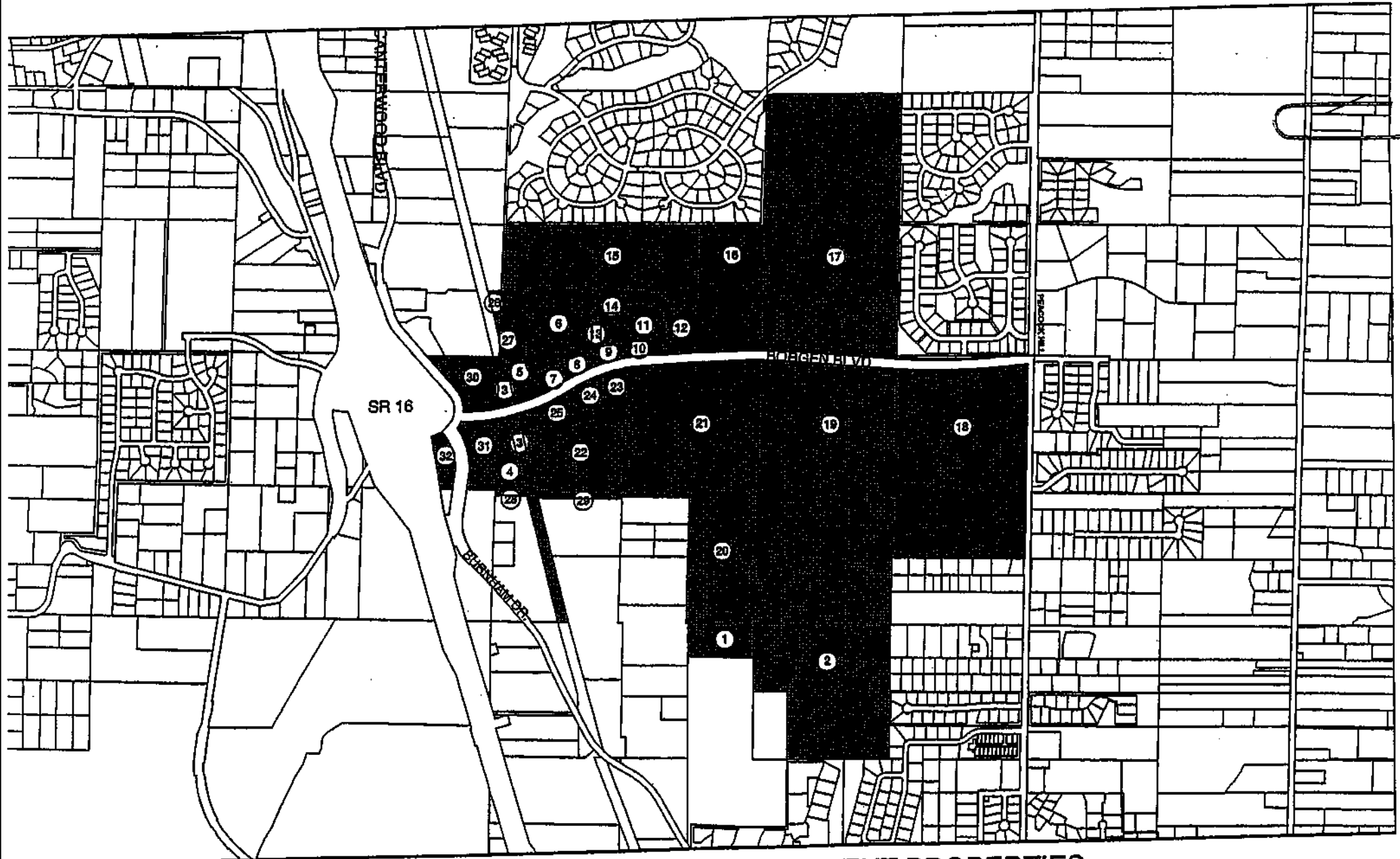
Total Assessments **\$1,889,492.42**

Logan Total Special Benefit \$ 1,410,000
 Pope Special Benefit \$ 1,010,000
 Bingham Special Benefit \$ 80,000
 \$ 2,500,000

Total Assessment \$1,889,491.66
 Total Special Benefit \$2,500,000.00
 Assessment/Sp Benefit Ratio 76%

Ballinger Corporation 119,018.76
 Target Corporation 376,680.52
 Gig Harbor North LLC 171,839.21
 Albertson's Inc. 195,965.50
 Quinby & Nancy Bingham 60,463.73
 Olympic Property Group LLC 623,354.63
 Home Depot USA Inc. 174,889.31
 SHDP Associates LLC 167,280.74
1,889,492.42

ATTACHMENT A



BORGEN BLVD. ROADWAY ASSESSMENT PROPERTIES

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING AND CONFIRMING THE FINAL ASSESSMENT ROLL FOR LOCAL IMPROVEMENT DISTRICT NO. 99-1, WHICH HAS BEEN CREATED AND ESTABLISHED FOR THE PURPOSE OF PAYING THE COST OF CERTAIN IMPROVEMENTS IN THE CITY OF GIG HARBOR; AND LEVYING AND ASSESSING THE AMOUNT THEREOF AGAINST THE LOTS, TRACTS, PARCELS OF LAND AND OTHER PROPERTY SHOWN ON SAID ROLL.

WHEREAS, an assessment roll levying special assessments against the properties located in Local Improvement District No. 99-1 ("LID No. 99-1"), in the City of Gig Harbor, Washington (the "City"), created under Ordinance No. 833, was filed with the City Clerk as provided by law; and

WHEREAS, notice of the time and place of a hearing on and of making objections to the assessment roll was duly published at and for the time and in the manner provided by law, fixing the time and place of hearing thereon for the 28th day of August, 2003, at the hour of 7:00 p.m. in the City Council Chambers in the Gig Harbor City Hall, 3510 Grandview Street, Gig Harbor, Washington, and further notice thereof was duly mailed by the City Clerk to each property owner on said roll; and

WHEREAS, at the time and place fixed and designated in said notice, the hearing on said assessment roll was duly held and the Council, sitting as a board of equalization, gave due consideration to all written and oral protests received and all persons appearing at said hearing;

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

Section 1. The Council, sitting as a board of equalization and having made all revisions to the roll it deems necessary, hereby finds and determines that the final assessment roll for LID No. 99-1 is just and equitable and that no assessment against property within LID No. 99-1 is greater than the special benefits to be derived from the improvements. Accordingly, the final assessment roll, in the total amount of \$1,889,492,42, is hereby approved and confirmed, and the assessments set forth therein are hereby levied against each lot, tract and parcel of property described in the roll.

Section 2. The Clerk of the City is hereby directed to place in the hands of the Treasurer of the City for collection the final assessment roll for LID No. 99-1. Upon such placement, the amount of each assessment set forth in the roll, together with any interest or penalty imposed from time to time, shall become a lien against the property so assessed. The lien shall be paramount and superior to any other lien or encumbrance whatsoever, theretofore or thereafter created, except a lien for general taxes.

Section 3. Upon receipt of the final assessment roll for LID No. 99-1, the Treasurer of the City is hereby directed to publish notice at the times and in the manner required by RCW 35.49.010, stating that the roll is in the Treasurer's hands for collection and that such assessments or any portion thereof may be paid to the City at any time within 30 days from the date of the first publication of such notice, without penalty, interest or costs.

Section 4. The amount of any assessment, or any portion thereof, against property in LID No. 99-1 not paid within the 30 day period from the date of the first publication of the Treasurer's notice shall be payable in ten (10) equal annual installments, together with interest on the diminishing principal balance thereof at a rate of 0.5% per annum higher than the interest rate of the bonds sold in LID No. 99-1. Interest shall commence on the 30th day following first

publication of such notice. The first installment shall become due and payable one year from the expiration of the 30-day prepayment period. Annual installments, including interest and any penalty, shall be paid in full when due, and no partial payments shall be accepted by the Treasurer of the City.

Section 5. Any installment not paid when due shall thereupon become delinquent. All delinquent installments shall be subject to a penalty equal to 12% per annum of the amount of the installment, including interest, from the date of the delinquency until paid.

Section 6. The lien of any assessment may be discharged at any time after the 30-day prepayment period by payment of the entire principal amount of the assessment remaining unpaid together with interest thereon to the due date of the next installment.

Section 7. If any one or more of the provisions of this ordinance shall be declared by a court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance.

Section 8. This ordinance shall be in full force and effect five days after its passage and publication as provided by law.

PASSED by the Council of the City of Gig Harbor, Washington at its regular meeting on the _____ day of _____ 2003.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE

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

1. That the attached ordinance is a true and correct copy of Ordinance No. ____ of the Council (herein called the "Ordinance"), as finally passed at a regular meeting of the Council held on the _____ day of _____ 2003, and duly recorded in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____ 2003.

Molly Towslee, City Clerk

LOCAL IMPROVEMENT DISTRICT NO. 99-1

FINAL ASSESSMENT ROLL

Participant	Final Assessment
Ballinger Corporation	\$119,019
Target Corporation	376,681
Gig Harbor North LLC	171,839
Albertson's Inc.	195,966
Quinby & Nancy Bingham	60,464
Olympic Property Group LLC	623,355
Home Depot USA Inc.	174,889
SHDP Associates LLC	<u>167,281</u>
	\$1,889,492

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

On _____, 200 the City Council of the City of Gig Harbor, Washington,
approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
APPROVING AND CONFIRMING THE FINAL ASSESSMENT ROLL
FOR LOCAL IMPROVEMENT DISTRICT NO. 99-1, WHICH HAS BEEN
CREATED AND ESTABLISHED FOR THE PURPOSE OF PAYING THE
COST OF CERTAIN IMPROVEMENTS IN THE CITY OF GIG HARBOR;
AND LEVYING AND ASSESSING THE AMOUNT THEREOF AGAINST
THE LOTS, TRACTS, PARCELS OF LAND AND OTHER PROPERTY
SHOWN ON SAID ROLL.

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

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

APPROVED by the City Council at their regular meeting of _____,
2002.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: JULY 29, 2003
SUBJECT: SECOND READING OF ORDINANCE INCREASING MONTHLY SEWER RATES.

INTRODUCTION

This is the second reading of an ordinance increasing monthly sewer service rates. Rates were last increased March 1, 2002. The City contracted with Gray and Osborne to perform a sewer rate study. The study is complete and this ordinance implements the new rates as recommended.

BACKGROUND

The proposed rate increase will more equitably share the costs of service among customers and customer classes and ensure that adequate revenues are available to meet operating costs, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

In addition to the rate ordinance, we will be introducing an ordinance providing special discount rates to qualified, low-income customers who are 62 years or older or who have disabilities and received disability income; and an Average Payment Plan. These ordinances will be planned to take effect simultaneously with the rate increases.

FINANCIAL

The proposed rate increase will allow the sewer utility to cover operating expenses (not including debt service payments) in 2004. Annual debt service payments will be paid with connection fees.

Currently, the City's average residential sewer bill for one month is \$21.41. With the proposed increase this rate would increase to \$29.63. This increase will provide an additional \$350,000 in annual revenues.

RECOMMENDATION

Staff recommends adoption of this ordinance.

CITY OF GIG HARBOR
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON INCREASING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES; COMBINING THE RATE WITH STATE UTILITY TAX RATES; ELIMINATING THE SEPARATE COMMUNITY SYSTEM CHARGE FOR THE PENN THICKET SYSTEM; AND AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025, AND REPEALING GIG HARBOR CODE SECTION 13.32.040 TO BE EFFECTIVE BEGINNING OCTOBER 1, 2003.

WHEREAS, it is necessary to raise sewer service rates and charges to meet the increasing cost of providing sewage collection and treatment services; and

WHEREAS, a flat rate is no longer need for the Penn Thicket System because they now have a meter and are billed based on their usage; and

WHEREAS, to simplify billing procedures, the City desires to combine the state utility tax rates with the City of Gig Harbor sewer service rates; and

WHEREAS, the rate study by Gray & Osborne recommends these rate increases;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS:**

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.10 Sewer Rates.

A. The monthly sewer service rate shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)	Minimum Charge (per-month)
Residential	\$5.36 <u>\$16.17</u>	\$2.36 <u>\$1.98</u>	<u>\$17.10</u>
Multi-Family Residential (per living unit)	3.16 <u>12.44</u>	2.36 <u>1.98</u>	<u>12.55</u>
Commercial/School	10.03 <u>37.75</u>	2.36 <u>3.50</u>	<u>47.08</u>
Dept. of Corrections	<u>\$4,987</u>	<u>\$1.98</u>	

* * *

Section 2. Section 13.32.015 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.015 Sewer Rates – Community Systems. The monthly sewer service rates for community systems shall be set at the following amounts:

<u>Customer Class</u>	<u>Monthly Charge</u>
Penn Thicket System	\$130.26/system
Shore Crest System	\$17.83/living unit <u>\$5.00 plus \$24.63/living unit</u>

Section 3. Section 13.32.020 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.020 Non-metered uses. Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:

<u>Nonmetered Customer Class</u>	<u>Monthly Charge</u>
Residential	\$21.79/unit <u>\$29.63/unit</u>
Multifamily residential	17.26/living unit <u>21.25/living unit</u>
Commercial	45.26/billing unit <u>72.75/billing unit</u>

Section 4. Section 13.32.025 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.025 Sewer Rates – Community systems using flow meters.

<u>Customer Class</u>	<u>Customer Base Charge (per month)</u>	<u>Commodity Charge (per ccf)</u>	<u>Minimum Charge (per month)</u>
Residential	5.36 <u>\$5.00 + \$11.17/unit</u>	2.36 <u>\$1.98</u>	\$21.79
Multi-Family Residential	3.16 <u>\$5.00 + \$7.44/unit</u>	2.36 <u>1.98</u>	17.36
Commercial	10.03 <u>\$5.00 + \$32.75/unit</u>	2.36 <u>3.50</u>	45.26

Section 5. Section 13.32.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. This ordinance shall be in full force and take effect October 1, 2003 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ____th day of _____, 2003.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Filed with city clerk:
Passed by city council:
Date published:
Date effective:

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

On _____, 2003, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. ____ the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON INCREASING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES; COMBINING THE RATE WITH STATE UTILITY TAX RATES; ELIMINATING THE SEPARATE COMMUNITY SYSTEM CHARGE FOR THE PENN THICKET SYSTEM; AND AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025, AND REPEALING GIG HARBOR CODE SECTION 13.32.040 TO BE EFFECTIVE BEGINNING OCTOBER 1, 2003.

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

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

APPROVED by the City Council at their regular meeting of _____, 2003.

BY: _____

MOLLY M. TOWSLEE, CITY CLERK



TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: JULY 29, 2003
SUBJECT: SECOND READING OF ORDINANCE INCREASING MONTHLY WATER RATES.

INTRODUCTION

This is the second reading of an ordinance increasing monthly water rates. Rates were last increased March 1, 2002. The City contracted with Gray and Osborne to perform a water rate study. The study is complete and this ordinance implements the recommended rate increase.

BACKGROUND

The proposed rate increase will more equitably share the costs of service among customers and customer classes and ensure that adequate revenues are available to meet operating costs, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

In addition to the rate ordinance, we will be introducing an ordinance providing special discount rates to qualified, low-income customers who are 62 years or older or who have disabilities and received disability income; and an Average Payment Plan. These ordinances will be planned to take effect simultaneously with the rate increases.

FINANCIAL

The proposed rate increase will provide approximately \$60,000 - \$70,000 in additional operating revenues for the water utility in 2004.

Currently, the City's average residential water bill for one month is \$19.87. With the proposed increase this rate would increase to \$20.98.

RECOMMENDATION

Staff recommends adoption of this ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY WATER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF WATER SERVICES, COMBINING THE RATE WITH STATE UTILITY TAX RATES; AMENDING GIG HARBOR CODE SECTIONS 13.04.010 AND 13.04.020 AND REPEALING GIG HARBOR CODE SECTION 13.04.040, TO BE EFFECTIVE BEGINNING OCTOBER 1, 2003.

WHEREAS, it is necessary to raise water service rates and charges to meet the increasing cost of providing water services;

WHEREAS, to simplify billing procedures, the City desires to combine the state utility tax rates with the City of Gig Harbor water service rates; and

WHEREAS, the rate study by Gray & Osborne recommends these rate increases;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS:**

Section 1. Section 13.04.010 of the Gig Harbor Municipal Code is hereby amended as follows:

13.04.010 Water Rates.

The monthly water service rates shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/month)		Commodity Charge (per ccf)	
Residential	\$7.97	<u>\$9.08</u>	1.19	<u>1.10</u>
Multi-residential				
5/8" & 3/4"	13.59	<u>15.94</u>	1.19	<u>1.10</u>
1"	23.08	<u>21.94</u>	1.19	<u>1.10</u>
1-1/2"	45.12	<u>36.82</u>	1.19	<u>1.10</u>
2"	72.21	<u>54.74</u>	1.19	<u>1.10</u>
3"	135.72	<u>102.49</u>	1.19	<u>1.10</u>
4"	225.74	<u>156.25</u>	1.19	<u>1.10</u>
Commercial/Schools				
5/8" & 3/4"	9.57	<u>13.37</u>	1.19	<u>1.15</u>
1"	12.94	<u>17.65</u>	1.19	<u>1.15</u>
1-1/2"	31.88	<u>28.26</u>	1.19	<u>1.15</u>

2"	49.90	<u>41.04</u>	1.19	<u>1.15</u>
3"	95.64	<u>75.10</u>	1.19	<u>1.15</u>
4"	159.39	<u>113.44</u>	1.19	<u>1.15</u>

Section 2. Section 13.04.020 of the Gig Harbor Municipal Code is hereby amended as follows:

13.04.020 Nonmetered residential uses.

Until a water meter has been installed to measure water consumed by a residential unit or a multiple-residential building, the water service charge applicable to such unmetered unit shall be ~~\$23.47~~ \$26.93 per month per unit.

Section 3. Section 13.04.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. This ordinance shall be in full force and take effect October 1, 2003 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ____th day of _____, 2003.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Filed with city clerk:
Passed by city council:
Date published:
Date effective:

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

On _____, 2003, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY WATER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF WATER SERVICES, COMBINING THE RATE WITH STATE UTILITY TAX RATES; AMENDING GIG HARBOR CODE SECTIONS 13.04.010 AND 13.04.020 AND REPEALING GIG HARBOR CODE SECTION 13.04.040, TO BE EFFECTIVE BEGINNING OCTOBER 1, 2003.

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

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

APPROVED by the City Council at their regular meeting of _____, 2003.

BY: _____

MOLLY M. TOWSLEE, 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 COUNCILMEMBERS
FROM: STEVE OSGUTHORPE, AICP *SO*
PLANNING & BUILDING MANAGER
SUBJECT: SECOND READING OF ORDINANCE – AMENDMENTS TO CHAPTER
17.72.030(F) – PARKING STANDARDS AND 17.04.640 – PUBLIC
PARKING
DATE: August 11, 2003

INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance amending GHMC Chapter 17.04 (Definitions) and Chapter 17.72 (Off-street parking and loading requirements). The proposed amendments are based upon two separate applications – one from Mr. Robert Buttorff (in conjunction with Al Ross), and one from Chapel Hill Presbyterian Church. They are being processed together because they both pertain to amendments to the City's parking standards.

The changes proposed by Mr. Buttorff include deletion of Section 17.04.640 – definition of "public parking". The only part of the zoning code that uses this definition is Section 17.72.070, which provides special parking provisions for buildings in the downtown area that were built prior to current on-site parking requirements. The provision allows use of public parking that may be reasonably available within 200 feet of the site. This section was assumedly intended to allow use of available street parking. However, the definition of "public parking" specifically excludes on-street parking and therefore negates the provisions of Section 17.72.070. It is therefore proposed to delete the definition in order to give effect to the off-site parking provision.

An amendment proposed by Chapel Hill Presbyterian Church pertains to Section 17.72.030(F) – off street parking spaces for houses of religious worship. The proposed change would include a separate and new parking provision for houses of religious worship that is based on seating capacity of the main chapel, sanctuary or assembly area as opposed to the maximum capacity of all assembly areas combined. Applying the parking requirement to all assembly areas assumes that all areas are used concurrently. This is usually not the case. Most churches have the full congregation meet in the larger chapel or sanctuary before dispersal into classrooms and other assembly areas.

A recent site investigation of the Chapel Hill Presbyterian Church found that excessive parking would be required if the current parking provision were applied to all areas of public assembly. The staff conducted this investigation during a typical Sunday service and found that, although church members chose to park off-site for locational reasons, there were more than enough on-site parking spaces to accommodate all church-related vehicles. The staff concluded that there would be a significant parking surplus if current parking standards were applied to all assembly areas of the church.

The Planning Commission held a public hearing on the proposed amendments on June 19, 2003. Five individuals testified at the hearing. Three persons spoke in favor of the changes pertaining to houses of religious worship, and two spoke in favor of the deletion of the public parking definition. After brief discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the proposed amendments. A copy of the June 19, 2003 Planning Commission Minutes is attached.

At the July 28, 2003 City Council meeting, an ordinance adopting the proposed parking amendments was presented to the Council for first reading and public hearing. This item is now before the Council for second reading and final action.

POLICY CONSIDERATIONS

Applicable land use policies and codes are as follows:

a. Comprehensive plan:

The City of Gig Harbor Comprehensive Plan Economic Development Element includes the following goals and policies that relate to the proposed amendments:

Pg. 59 – GOAL: INCREASE LOCAL ECONOMIC OPPORTUNITIES. Support local business development efforts and property investments projects and programs, and protect local economic opportunities. . .

Pg. 60, #7 – Property revitalization. Assist with special planning and development efforts to reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts within the city. Help structure local marketing efforts, physical improvements programs, parking and building improvements and special management organizations.

Pg. 28 – GOAL: To retain vitality of historic business districts – Objective #2 – Develop downtown parking standards. Standards should address downtown parking needs while avoiding asphalt encroachment into historic business areas.

b. Zoning Code:

Parking standards are defined in Chapter 17.72 of the Gig Harbor Municipal Code.

Section 17.72.030(F) states that "For auditoriums, houses of religious worship, dance halls, exhibition halls, community centers, skating rinks, theaters and other

places of public assembly, one off-street parking space for every possible four seats in the auditoriums and assembly rooms. The maximum seating capacity shall be determined under the provisions of the Uniform Building Code;"

Section 17.72.070 includes special provisions for lots within existing buildings in the downtown business district, and provides criteria for allowing parking that is "practicably available within 200 feet of the site, either as public parking and/or joint-use parking on private property". (This provision was adopted in 1996).

Section 17.04.640 defines "public parking" as a "structure or an open area that is other than a street, alley or other right-of-way, is adequate for parking an automobile, has room for opening doors on both sides of an automobile, and has adequate maneuvering room on a parking lot with access to a public street or alley. (This definition has been in the code since 1990, and was probably overlooked when the downtown off-site parking provision was adopted)

c. Design Manual:

Parking is addressed in various ways throughout the Design Manual. Design standards pertaining to parking are primarily geared toward minimizing the visual impacts of parking areas (e.g., requiring parking to be located to the side or rear of buildings rather than in front of buildings).

ENVIRONMENTAL ANALYSIS

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the proposed amendments on May 14, 2003. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on May 21, 2003. The deadline for appealing the determination was June 4, 2003. No appeals have been filed and, to date, no public comments have been submitted. The public had the opportunity to comment on the SEPA determination at the July 28, 2003 public hearing.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this rezone. It is expected that the proposed deletion of the public parking definition would further the City's economic development goals to retain the vitality of the downtown business district.

RECOMMENDATION

The staff recommends that the Council adopt the attached ordinance as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CHANGING THE PARKING REQUIERMENTS FOR HOUSES OF RELIGIOUS WORSHIP FROM A CALCULATION BASED ON ALL ASSEMBLY AREAS OF A FACILITY TO ONLY THE LARGEST ASSEMBLY AREA OF A FACILITY, AND DELETING THE ZONING CODE DEFINITION OF PUBLIC PARKING, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 17.72.030(f) AND REPEALING SECTION 17.04.640.

WHEREAS, the City of Gig Harbor's parking standards are intended to reduce the need for parking on streets and the traffic congestion and hazards caused thereby, and to provide for off-street parking adequate to each type of development, both in terms of amount and location; and

WHEREAS, the parking requirement for houses of religious worship is defined in Section 17.72.030(F), which requires one off-street parking space for every four possible seats in the auditoriums and assembly rooms; and

WHEREAS, houses of religious worship can include multiple types of assembly rooms that are typically not used simultaneously and therefore do not result in a greater occupancy of the building than can be contained in the main assembly room, chapel or sanctuary; and

WHEREAS, in previous reviews of churches, the City has applied the requirements of GHMC Section 17.72.030(F) to only the largest assembly area rather than to all assembly areas of the churches, expecting that there would not be concurrent use of all assembly areas of the churches, and

WHEREAS, there have been no demonstrated shortages of parking as a result of the City's application of GHMC Section 17.72.030(F) to only the largest assembly areas of churches, and

WHEREAS, the City Attorney has determined that the parking standard for houses of religious worship as defined in GHMC Section 17.72.030(F) must be interpreted literally and should therefore apply to all assembly areas of churches and other houses of religious worship, and

WHEREAS, a literal interpretation and application of GHMC Section 17.72.030(F) will result requiring more parking than that which was proven

adequate in the past and therefore result in more parking than is necessary for houses of religious worship; and

WHEREAS, in order to avoid excessive parking for houses of religious worship, a new parking standard is needed; and

WHEREAS, a request for an amendment to the City Zoning Code parking standards for houses of religious worship has been submitted by Chapel Hill Presbyterian Church, to be applicable to all houses of religious worship; and

WHEREAS, the downtown area of the City of Gig Harbor is characterized by sites that are developed with little or no on-site parking, resulting in a need for street parking where it is practicably available; and

WHEREAS, the City adopted special parking provisions for development in the downtown business district under GHMC Section 17.72.070 that allows for the use of public parking that is "practicably available" within 200 feet of the site that provides parking for those downtown uses that have no practical means of providing on-site parking; and

WHEREAS, the definition of "public parking" in GHMC Section 17.04.640 precludes parking on streets, alleys or other right-of-way, meaning that the special provisions effectively apply only to parking on City-owned parcels that are not part of the right-of-way or on private land; and

WHEREAS, there are no city-owned parcels with parking in the downtown area that are practicably available for uses other than uses developed on said city-owned parcels, and private land with surplus parking available for off-site use is too limited to effectively implement the special parking provisions of GHMC Section 17.72.070; and

WHEREAS, the City has received an application from Mr. Robert Buttorff to eliminate the definition of *public parking* so that city street parking may be considered under the special parking provision standards of GHMC Section 17.72.070; and

WHEREAS, eliminating the definition of public parking would not affect any section of Title 17 of the Gig Harbor Municipal Code except for GHMC Section 17.72.070, which describes special provisions for parking in the downtown, and would allow the special parking provisions to be applied according to the strict language contained in GHMC Section 17.72.070; and

WHEREAS, the City's SEPA Responsible Official issued a determination of Non-significance for the proposed parking amendments on May 14, 2003 pursuant to WAC 197-11-350; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on May 14, 2003, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 19, 2003, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of July 28, 2003; Now, Therefore,

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

Section 1. Section 17.72.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.72.030 Number of off-street parking spaces required.

The following is the number of off-street parking spaces required:

...

- F. For auditoriums, ~~houses of religious worship~~, dance halls, exhibition halls, community centers, skating rinks, theaters and other places of public assembly, one off-street parking space for every possible four seats in the auditoriums and assembly rooms. The maximum seating capacity shall be determined under the provisions of the Uniform Building Code;

...

- U. For houses of religious worship, one off-street space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon not less than 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the floor area to be occupied by such chairs shall be considered as a seat.

Section 2. Gig Harbor Municipal Code Section 17.04.640, which defines public parking, is hereby repealed.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
Thursday, June 19, 2003
Gig Harbor Civic Center**

PRESENT: Commissioners Carol Johnson, Paul Conan, Kathy Franklin, Bruce Gair, Theresa Malich-Mueller and Chairman Paul Kadzik. Staff present: Rob White, Kristin Riebli and Diane Gagnon

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of June 5, 2003 as presented.
Conan/Johnson – unanimously approved.

NEW BUSINESS:

Zoning Code Text Amendment – (ZONE 03-05) Proposed amendments to Chapter 17.65 of the Gig Harbor Municipal Code

Associate Planner Kristin Riebli read her staff report of June 12, 2003 highlighting the changes made as suggested at the June 5, 2003 work-study session.

Commissioner Paul Conan reminded staff that the word “etc.” was to be stricken from the Section 11 Item B.

Commissioner Carol Johnson suggested adding the words “which has obtained a special event license” in Section 11 Item B.

Ms. Riebli noted that there should also be a definition of Rummage Sales added in the definitions section.

Commissioner Gair referred to Section 17.04.335 and asked staff what the 75% referred to. Was it 75% of the revenues or of the vendors?

Ms. Riebli stated that the language was obtained from the City of Olympia and that perhaps we should clarify it further.

Chairman Kadzik stated that the definition in 17.04.335 seemed vague.

Discussion was held on what commercial goods were and who would regulate what is sold.

Ms. Riebli read the definition from the Washington State Farmers Market Association regulations and distributed a copy of the regulations.

Further discussion was held on the definition of a farmers market and possibly referencing the Washington State Farmers Market Association definition.

Commission Johnson asked staff about noticing requirements. Ms. Riebli replied that there was no requirement at this time to notify surrounding property owners of special use permits.

Chairman Kadzik asked about the timing of these revisions and their impact on the current farmers markets. Ms. Riebli replied that the permit for the Farmers Market being held at Olson Brothers Chevrolet will expire in the first part of August.

MOTION: Move to continue this item to the July 17th, 2003 meeting at which time staff will return with a more comprehensive definition.

Malich-Mueller/Conan – unanimously approved.

Zoning Code Text Amendment (ZONE 03-04) – Proposed amendments to Design Review procedures and redefining Design Review Variances – GHMC Chapter 17.98

Senior Planner Rob White outlined the staff report written by Steve Osguthorpe. There was no further discussion on the proposed amendments.

MOTION: Move to approve the proposed amendments to Chapter 17.98.

Conan/Malich-Mueller – unanimously approved.

Zoning Code Text Amendment (ZONE 03-02/ZONE 03-03) – Proposed amendments to GHMC 17.72 Off-Street Parking and Loading Standards

Senior Planner Rob White read the staff report and briefly outlined the proposed changes. He pointed out to the commission the deletion of the definition of “public parking” in section 17.04.640 and the revisions to the parking requirement for houses of religious worship.

Commissioner Malich-Mueller asked if the requirements would stay the same if the church wanted to have a school.

Mr. White answered that the parking requirements for a school would apply.

Commissioner Johnson clarified that what the revisions mean is if a church wants to add additional office space there would be no additional parking required because we are calculating the parking on the main sanctuary. Mr. White confirmed that that was correct.

A 5-minute recess was held at 7:15 p.m.

PUBLIC HEARING:

Draft Ordinance relating to amendments to GHMC 17.72 Off-Street Parking and Loading Standards. Chairman Paul Kadzik opened the public hearing on this amendment at 7:20 p.m.

about requiring additional parking through the SEPA mitigation process. Senior Planner Rob White answered that SEPA was a safety net for requirements that our code may lack. Staff could address impacts not covered in the code. Additionally, notice is sent out to state agencies and the mitigation could be appealed to the Hearing Examiner.

Commissioner Gair asked about the proposed addition to Chapel Hill Church and its parking impacts. Mr. White pointed out that this amendment would apply to everyone and that it was not specific to Chapel Hill.

Commissioner Malich-Mueller asked about the public parking amendments and expressed concern with these also applying to the Millville District.

Mr. White assured her that these amendments would only affect the Downtown Business District.

MOTION: Move to approve the amendments to GHMC 17.72 as proposed.
Conan/Malich-Mueller – approved unanimously

Chairman Kadzik asked that staff e-mail the new definition of special uses to the Planning Commission as soon as possible before the next meeting.

NEXT REGULAR MEETING:

July 3rd - Cancelled
July 17th - Worksession at 6pm followed by a public hearing at 7pm.

ADJOURN:

MOTION: Move to adjourn at 7:40 p.m.
Conan/Gair – unanimously approved

CD recorder utilized:
Disc #1 Track 1-3
Disc #2 Track 1-3



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE ANNEXING PROPERTY
OWNED BY THE CITY (ANX 03-05)
DATE: AUGUST 11, 2003

INFORMATION/BACKGROUND

The City of Gig Harbor is the owner of real property consisting of approximately 1.77 acres that is immediately adjacent to and east of the existing City limits located at the intersection of Vernhardson Street (96th Street NW) and Crescent Valley Drive NW. The City fully intends to utilize this property for municipal purposes associated with the City Park, which is adjacent to this parcel.

The Revised Code of Washington allows a City to annex territory outside of its limits for any municipal purpose, by a majority vote of the Council provided that the territory is owned by the City (R.C.W. 35A.14.300). An Ordinance annexing the subject property is necessary to complete the annexation process. First reading of the ordinance was held on July 28, 2003.

Review of this proposed annexation by the Boundary Review Board is not necessary given the property is owned by the City and will be used for municipal purposes (R.C.W. 35A.14.220 and R.C.W. 36.93.090). Nonetheless, a copy of the proposed Ordinance together with the legal description of the subject property was sent to Pierce County for comment on July 22, 2003. Pierce County had not commented on this annexation as of August 6, 2003.

Notice of this proposed annexation was sent to the Masonic Hall, which is adjacent to the property, on July 30, 2003.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend that the Council approve the Ordinance annexing the subject property as presented.

**CITY OF GIG HARBOR
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ANNEXATION OF ONE PARCEL OF PROPERTY LOCATED IMMEDIATELY ADJACENT TO AND EAST OF THE EXISTING CITY LIMITS LOCATED AT THE INTERSECTION OF VERNHARDSON STREET (96th STREET NW) and CRESCENT VALLEY DRIVE NW AND ADOPTION OF ZONING REGULATIONS FOR THE ANNEXATION AREA.

WHEREAS, the City of Gig Harbor is the owner of real property consisting of approximately 1.77 acres (Parcel No. 0222323033) described and identified in Exhibit A, which is immediately adjacent to and east of the existing City limits located at the intersection of Vernhardson Street (96th Street NW) and Crescent Valley Drive NW; and

WHEREAS, it is the intent of the City of Gig Harbor that this property, as described in Exhibit A, will be used for municipal purposes related to the City Park which is adjacent to this property; and

WHEREAS, the Revised Code of Washington provides for the annexation of territory outside of its limits for any municipal purpose, by a majority vote of the Council if the territory is owned by the City (R.C.W. 35A.14.300); and

WHEREAS, the property described in Exhibit A to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for this area as Residential Low, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed Single-Family Residential (R-1) zoning of the property described in Exhibit A is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Residential Low; and

WHEREAS, review of property being annexed for municipal purposes which is contiguous to the City by the Boundary Review Board is not necessary pursuant to R.C.W. 35A.14.220 and R.C.W. 36.93.090; now, therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of one parcel of real property consisting of approximately 1.77 acres (Parcel No. 0222323033) described and identified in Exhibit A, attached hereto, which is immediately adjacent to and east of the existing City limits located at the intersection of Vernhardson Street (96th Street NW) and Crescent Valley Drive NW, as part of the City of Gig Harbor. All property within the area described in Exhibit A shall be zoned as Single-Family Residential (R-1) in accordance with the Gig Harbor Municipal Code, Title 17.

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

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

ORDAINED by the City Council this ____ day of _____ 2003.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

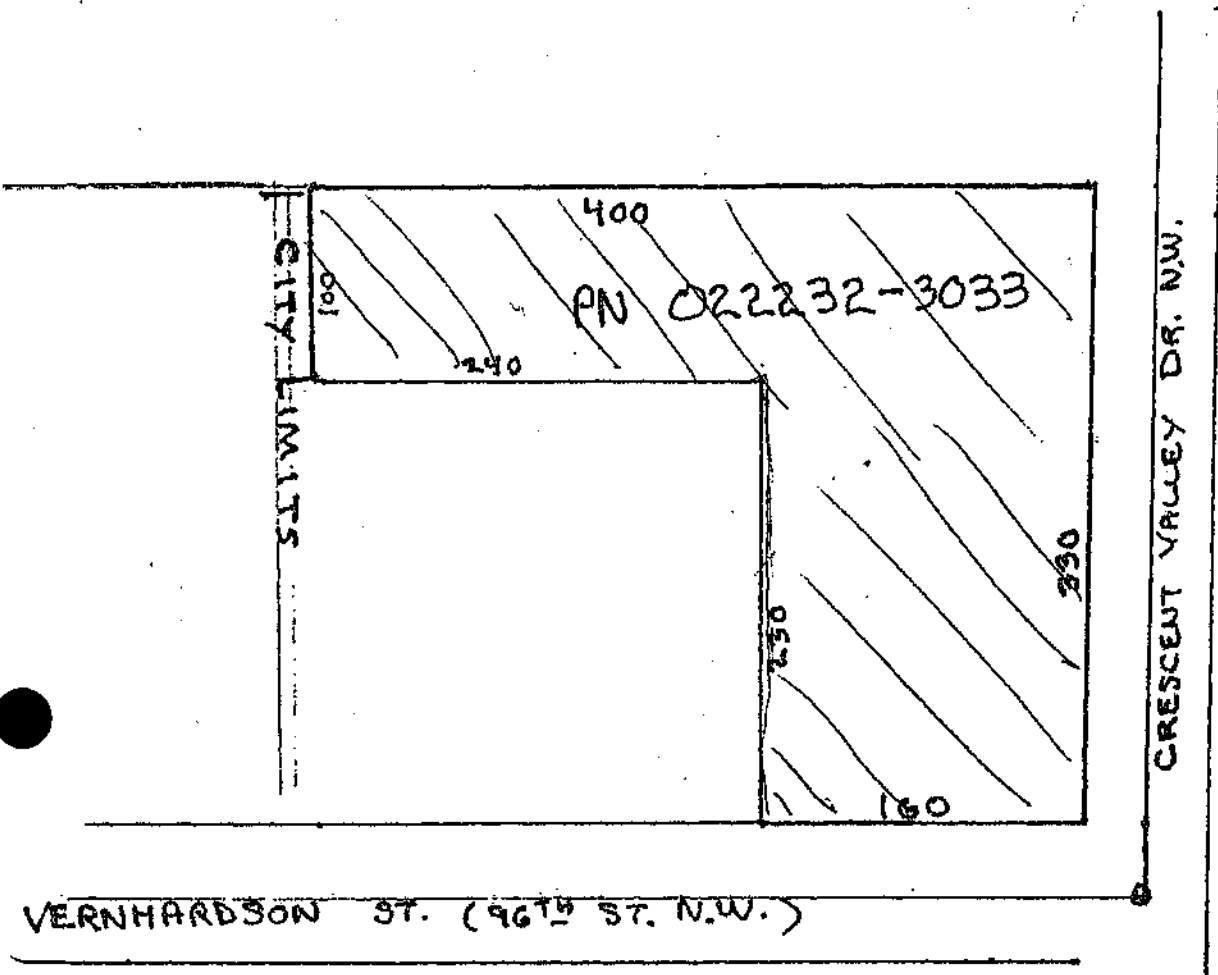
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

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

Exhibit A
Parcel No. 0222323033



BEGINNING AT THE SE CORNER OF THE SW QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2. EAST OF THE W.M.; THENCE NORTH 330 FEET ALONG CENTERLINE OF SAID SECTION 32; MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WEST 400 FEET ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 100 FEET ON A LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 32; THENCE SOUTH 230 FEET ON A LINE PARALLEL TO THE EAST BOUNDARY OF SAID TR TO THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE EAST 160 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT 107TH AVENUE N.W., AND EXCEPT 96TH STREET, N.W.

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

On ___, 2003, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ANNEXATION OF ONE PARCEL OF PROPERTY LOCATED IMMEDIATELY ADJACENT TO AND EAST OF THE EXISTING CITY LIMITS LOCATED AT THE INTERSECTION OF VERNHARDSON STREET (96th STREET NW) and CRESCENT VALLEY DRIVE NW AND ADOPTION OF ZONING REGULATIONS FOR THE ANNEXATION AREA.

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

APPROVED by the City Council at their meeting of ___, 2003.

MOLLY TOWSLEE, CITY CLERK



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: REVISED LEGAL DESCRIPTION – HAZEN ANNEXATION (ANX 03-02)
DATE: AUGUST 11, 2003

INFORMATION/BACKGROUND

The City met with the initiators of a 'Notice of Intention to Commence Annexation Proceedings' for property located east of Soundview Drive and north of 64th Street on June 23, 2003. At that meeting, the City Council took action to accept the notice of intention to commence annexation proceedings and further authorized the circulation of an annexation petition subject to the following three 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; &
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.

Pursuant to the process for annexations by code cities in Pierce County, a copy of the revised legal description and map was sent to the Clerk of the Boundary Review Board for review and comment on June 25, 2003. Comments from Pierce County were received on July 18, 2003 via e-mail (attached). Pierce County is recommending that the following corrections be made to lines 10 through 12 of the legal description:

... thence S88-48-46E, 930.00 feet; thence S2-27-47E to the south line of Government lot 5; thence west along said south line to the easterly Margin of Reid Drive; thence northwest along the easterly margin of Reid Drive to the north margin of 64th Street NW; thence N88-48-46W, along said margin, to the True Point of Beginning.

Corrections to legal descriptions must be approved by motion of the City Council and recorded in the meeting minutes.

RECOMMENDATION

I recommend that the Council move to accept the correction to the legal description for the Hazen Annexation (ANX 03-02) as recommended by Pierce County.

Vodopich, John

From: Fairbanks, Toni
Sent: Friday, July 18, 2003 4:47 PM
To: Vodopich, John
Subject: Hazen annexation

The following is the combined comments ready to be forwarded to the City of Gig Harbor

Line 10: The call goes 630.00 feet to the north margin of 64th Street NW. The portion of 64th Street NW lying easterly of Reid Drive was vacated August 19, 1920.

The 18 foot wide strip of land lying southerly of parcels 4-070 & 4-071 does not have a parcel number. The Assessor-Treasurer's Office is doing a pickup segregation on this 18' strip following the determination that Pierce County never purchased the 18' strip in question.

Parcels 0221084071 and 0221084079 created this 18' strip residue along their south boundary in August 1948 per AFN 1493302. AFN 1466209 dated September 1947 showed the strip as part of the property and being used as an easement.

Therefore, the strip should be included in the Annexation to eliminate possible future boundary gaps.

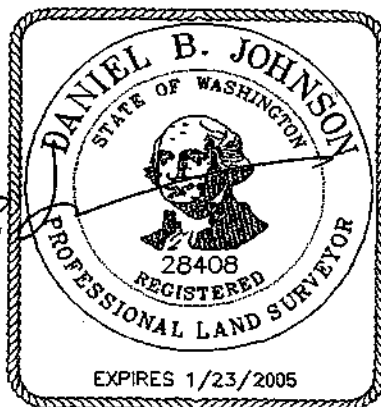
With the above in mind, lines 10 thru 12 could read as follow -
...thence S88-48-46E, 930.00 feet; thence S2-27-47E to the south line of Government lot 5; thence west along said south line to the easterly Margin of Reid Drive; thence northwest along the easterly margin of Reid Drive to the north margin of 64th Street NW; thence N88-48-46W, along said margin, to the True Point of Beginning.

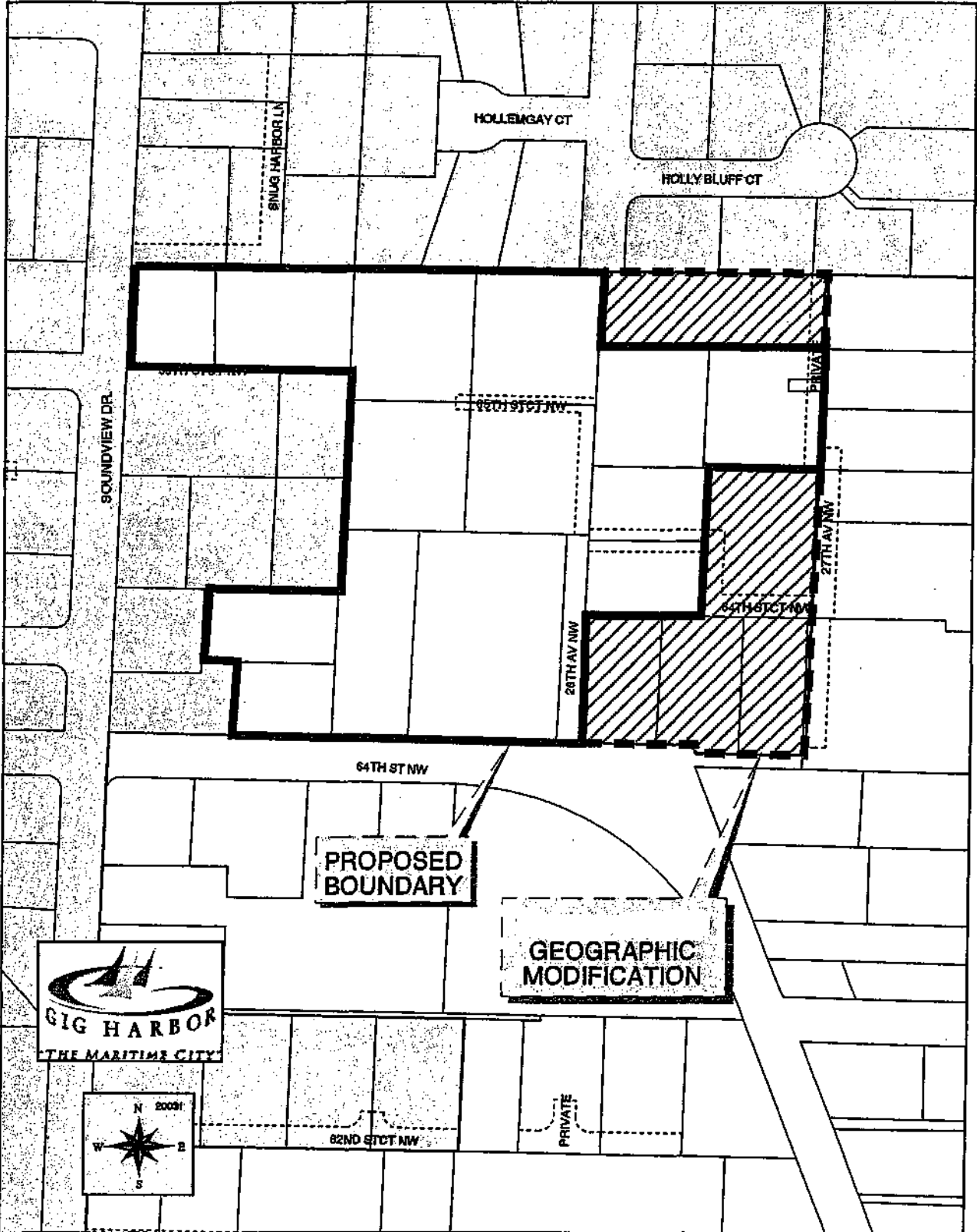
LEGAL DESCRIPTION
of
PROPOSED ANNEXATION TO GIG HARBOR
for
Joe & Linda Hazen

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, 930.00 feet; thence S 2°27'47" W, 630.00 feet to the north margin of 64th Street NW; thence N 88°48'46" W, along said margin, 760.03 feet to the True Point of Beginning.

Daniel B.
6/24/03





PROPOSED ANNEXATION (HAZEN ANX 03-02)



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

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

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: STEVE OSGUTHORPE, AICP *SO*
PLANNING & BUILDING MANAGER
SUBJECT: PUBLIC HEARING AND FIRST READING OF ORDINANCE AMENDING
DESIGN REVIEW PROCEDURES - GHMC CHAPTER 17.98.
DATE: August 11, 2003

INFORMATION/BACKGROUND

Attached for the Council's consideration and for public hearing is a draft ordinance amending GHMC Chapter 17.98. This chapter defines the design review process including design review applicability, application requirements, project review and approval, design variances, and appeals of decisions.

The proposed changes include various non-substantive housekeeping amendments. More significant changes include (1) changing the title of design variances to design exceptions and (2) making the design review board a recommending body rather than a decision-making body.

The purpose of changing the name of design *variances* to design *exceptions* is to avoid confusing design variances with general variances that are regulated under Chapter 17.66. The distinction is important because the criteria between design variances and general variances are different, as are the processing procedures. A general variance may only be approved by the Hearing Examiner subject to site-specific hardships being defined. A design variance may currently be approved by the DRB, based upon the intended use of a site. Changing the title of design variance to design exception is more descriptive of what is actually being approved and assures that there is no confusion between this and our general variance procedures.

The most substantive change in the proposed amendments is changing the DRB to a recommending body only. This has become necessary because under the current procedures, the DRB is not able to have open dialogue with the applicant during the review process because such dialogue can only be allowed under the provisions of a public hearing. The DRB is not authorized to hold public hearings. Moreover, while the DRB's decision is appealable to the Hearing Examiner, there are no provisions for notifying surrounding property owners of the DRB's decision. They would therefore not know to appeal a decision that might adversely affect them.

The staff presented the proposed changes to the Design Review Board on March 27, 2003. While the DRB would probably prefer to retain their decision-making authority, they generally agreed that they would rather have the ability to dialogue with the applicant, even if it meant becoming a recommending body only. They recommended a few minor changes to the proposed text, which have been incorporated into the attached draft ordinance.

The staff presented the proposed changes to the Planning Commission during a worksession on May 1, 2003. A public hearing was held before the Commission on June 5, 2003. Turnout was light, but those who did attend (primarily architects and developers who do regular work within City limits) expressed general support for the changes. The Planning Commission is recommending approval of the changes

POLICY CONSIDERATIONS

Applicable land use policies and codes are as follows:

a. Comprehensive plan:

The City's design standards are based upon the Design Element of the City's Comprehensive Plan.

b. Zoning Code:

Sections of the zoning code pertaining to the Design Review Board's activities include: Section 17.98.035 – Design allowances, Section 17.98.050 – Design review and project approval, and Section 17.98.060 – Variances.

c. Design Manual:

Page 4 of the Design Manual defines the Design Review Board option. This section will be amended under the general Design Manual update (still in progress).

ENVIRONMENTAL ANALYSIS

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the proposed amendments on April 8, 2003. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on April 16, 2003. The deadline for appealing the determination was April 30, 2003. No appeals have been filed and, to date, no public comments have been submitted. The public may comment on the SEPA determination at the public hearing. A copy of the DNS is attached for your consideration.

FISCAL IMPACTS

There are no significant adverse fiscal impacts expected with this change. In rare instances, there may be additional costs associated with the Hearing Examiner because he will be the decision maker on design review applications that go before the DRB. This would be particularly true for DRB recommendations on single-family houses.

Under current codes, there is usually no reason for single-family housing to also go before the Hearing Examiner. Under the proposed changes, any single-family application before the DRB must also go before the Hearing Examiner. However, since the Design Manual's adoption in 1996, there have only been 4 or 5 single-family applications for DRB review. The impact to single family development will therefore be limited. Most applications that go before the DRB include related applications that go to the Hearing Examiner anyhow (e.g., site plan review, conditional use permits). Additional costs related to the Hearing Examiner will therefore be minimal.

RECOMMENDATION

The staff recommends that the City Council conduct the public hearing. This is first reading of the ordinance only. No additional action will be taken during this meeting. The staff recommends that the Council adopt the ordinance at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE PROCEDURES FOR REVIEW OF APPLICATIONS REQUESTING DESIGN REVIEW APPROVAL, CLARIFYING THE PROPER APPLICATION OF DESIGN MANUAL REGULATIONS; ALLOWING FOR A FINAL ADMINISTRATIVE APPROVAL OF ALL DESIGN REVIEW APPLICATIONS MEETING THE DESIGN MANUAL REGULATIONS; ALLOWING FOR A PUBLIC MEETING AND DESIGN REVIEW BOARD RECOMMENDATION PROCESS FOR ALL DESIGN REVIEW APPLICATIONS NOT MEETING THE DESIGN MANUAL REGULATIONS; INCORPORATING THE DESIGN REVIEW GOALS FROM THE DESIGN MANUAL; AMENDING THE PROCEDURE AND CRITERIA FOR DESIGN REVIEW VARIANCES; AMENDING THE PROCEDURE FOR APPEALS OF DESIGN REVIEW DECISIONS TO BE CONSISTENT WITH TITLE 19 GHMC; AMENDING GHMC SECTIONS: 17.98.010, 17.98.030, 17.98.035, 17.98.040, 17.98.050, 17.98.060, 17.98.070 AND REPEALING GHMC SECTION 17.98.080.

WHEREAS, the procedures for Design Review approval are now exempt from the project permit processing procedures in Title 19 GHMC because the process is basically administrative; and

WHEREAS, the Design Review Board would like to hold public meetings to obtain input from the public on Design Review applications, but in order for the Board to do so, the procedures in chapter 17.98 GHMC must change to conform to Title 19 GHMC; and

WHEREAS, the definition of "public meeting" (RCW 36.70B.020(5)) contemplates that a public meeting may be held on a design review application so long as the Board issues a recommendation, not a final decision, on the application; and

WHEREAS, in order to provide an applicant with the ability to receive Design Review approval and still allow the City to conform with the requirement in state law and Title 19 GHMC that the final decision issue on the application within 120 days, a new Design Review processing procedure is needed; and

WHEREAS, the Design Review procedures used by the City in the past could be improved by clarifying the criteria for variances from the Design Manual, and how they differentiate between variances granted from the Zoning Code; and

WHEREAS, the Design Review procedures used by the City in the past could be improved by providing additional public notice of the City's final decisions on Design Review applications; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this Ordinance is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on April 8, 2003, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 5, 2003, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____; Now, Therefore,

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

Section 1. Section 17.98.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.010 Intent.

A. This chapter and the Design Manual are intended to implement the goals and policies established in the design element of the City's Comprehensive Plan by providing design standards and procedures for the review of projects described in GHMC Section 17.98.030 ~~outdoor projects and development as described herein~~ to determine their compliance with design standards as adopted by the City.

B. Gig Harbor's Design Review Goals are to:

1. Encourage design and site planning that:

- a. Compliments the existing character of Gig Harbor.
- b. Relates visually and physically to surrounding development.
- c. Promotes pedestrian usage.

2. Allow for diversity and creativity in project design.
3. Facilitate early and ongoing communication among project proponents, neighborhoods, and the city.
3. Increase public awareness of design issues and options.
4. Provide an objective basis for decisions which affect both individual projects and the City of Gig Harbor as a whole.
5. Ensure that the intent of goals and objectives contained within the City of Gig Harbor' Comprehensive Plan are met.

C. The design review process is not intended to determine the appropriateness of any given use on a given site or to address technical requirements, which are otherwise reviewed under the site plan process. It is intended to protect the general health, safety and welfare of the citizens by protecting property values; protecting the natural environment; promoting pedestrian activities; promoting community pride; protecting historical resources; preserving the aesthetic qualities which contribute to the City's small town characteristics which have attracted residents, businesses and customers; and promoting the economic viability of the community by preserving and creating well-designed commercial districts which attract customers and businesses. The design review process provides an opportunity for new development to enhance Gig Harbor's character more effectively than through application of standard zoning regulations.

Section 2. Section 17.98.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.030 Design Manual Applicability.

A. General Applicability. The Design Manual applies to all proposals to build, locate, construct, remodel, alter or modify any façade on any structure or building or other visible element of the façade of the structure or building or site, including, but not limited to: landscaping, parking lot layout, signs, outdoor furniture in public or commercial locations, outdoor lighting fixtures, fences, walls and roofing materials (hereafter referred to as outdoor proposals), as described in the Design Manual. Design review approval is required for all outdoor proposals

which require a building permit, clearing and grading permit, or which are part of a project or development requiring a site plan, conditional use permit or utility extension agreement.

- B. Applicability and Review of Historic District Design Section. The Historic District Design section of the Design Manual shall apply to all activities described in subsection (A) above in the entire Historic District, except that in the R-1 Zone within the Historic District ~~development may, at the option of the property owner, development at the option of the property owner development shall~~ conform strictly to either the standards of Chapter 17.16 GHMC or the standards contained in the Design Manual. Exercise of this option by the property owner shall not affect the City's ability to require compliance with all other applicable codes.

Section 3. Section 17.98.035 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.035 Design allowances. All sections of this ~~title chapter or the Design Manual,~~ which provide criteria for DRB design review ~~decision making~~, shall be considered criteria for design allowances or exceptions and are not design variances. Design ~~exceptions allowances~~ shall be processed as a ~~Type II application in accordance with all design review application and review criteria of this chapter.~~ set forth in GHMC Section 17.98.060. General and administrative variances are processed as set forth in chapter 17.66 GHMC.

Section 4. Section 17.98.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.040 Design Review application requirements.

~~Application for design review, whether administrative or through the City's design review board (DRB), shall be submitted in such detail as to allow the review of the specific project on the merits of the City's design manual and other applicable codes. A formal design review application must be submitted for any project requiring city approval or permits, or for any project which will be reviewed by the DRB.~~

Projects which require design review in one or more of the categories listed under subsections (A) through (E) of this subsection shall be reviewed under one application addressing each category under review, or under a separate application for each individual category. To be considered complete, a completed

application form along with required design review fees must be submitted to the City Community Development Department. In addition, the following information must be submitted with applications for each category of requested design review:

A. Site Plan Review.

1. Site Plan. A site plan, drawn to scale no smaller than one inch equals 30 feet showing location and size of all structures, buffer areas, yards, open spaces, common areas or plazas, walkways and vehicle areas.
2. Vegetation Plan. A significant vegetation plan which accurately identifies the species, size and location of all significant vegetation within the buildable area and within five feet of all setback lines.
3. Landscape Plan. A preliminary landscape plan showing the species, size and location of all significant vegetation within the buildable area and within five feet of all setback lines.
4. Site Section Drawings. Section drawings which illustrate existing and proposed grades in specified areas of concern as that may be identified by the staff. Alternatively, a topographic map of the property, delineating contours, existing and proposed, at no greater than five foot intervals and which locates existing streams, marshes and other natural features may be submitted.
5. Grading and Drainage Plan. An accurate grading and drainage plan which indicates all cuts, fills and required areas of disturbance necessary to construct all retaining walls and structures.
6. Utilities Plan. A utilities plan showing location of utilities in relation to landscape and buffer areas (utility plan must be consistent with proposed areas of nondisturbance).

B. Landscaping and Paving Review.

1. Final Landscape Plan. A final landscape plan showing type, size, species, and spacing of all retained and new vegetation.
2. Irrigation Plan. Showing irrigation of all domestic vegetation.
3. Paving Materials. Description of all pedestrian and vehicular paving materials. Descriptions must specify type, color and/or texture.

C. Architectural Design Review.

1. Elevation Drawings. Complete elevation drawings of all buildings showing all trim details, dimensions and proposed materials including roofing, siding, windows and trim.
2. Sign Plan. A master sign plan showing the location of signage on buildings consistent with GHMC Chapter 17.80.
3. Architectural Lighting Details. Details on all lighting proposals which affect architectural detailing (e.g., indirect lighting), or which are for architectural enhancement.
4. Screening details. Details on how all mechanical and utility equipment will be screened.

D. Color and Material Review.

1. Color Palette. A color palette of the building's exterior including roof, siding, trim.
2. Material Samples. Sample colors of all factory finished materials including roofing and masonry materials.
3. Fencing Details. Color, type and specification of all fencing and screening materials.

E. Outdoor Lighting and Accessories Review.

1. Light Fixture Detail. The type, model, color, location, height, wattage and area of illumination for all outdoor light fixtures.
2. Accessory Details. The type, model, color and location of all outdoor furniture, trash receptacles and accessories.

Section 5. Section 17.98.050 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. A new Section 17.98.050 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.98.050 Design Review and Project Approval. The applicant shall choose one of the following application review paths, based upon whether or not the application strictly conforms to the Design Manual:

- A. Director's Review. A design review application may be processed by the Director as follows:
 1. The application shall be reviewed for compliance with the Design Manual and all other applicable codes. The director shall issue a final decision approving the application or portions thereof if he/she finds that the application or portions of the application satisfy the strict

requirements of the Design Manual. The Director shall not approve any application or portion thereof that does not comply with applicable codes.

2. An applicant may choose to submit an application for review by the Director on a single category or multiple categories from GHMC Section 17.98.040. If an applicant chooses to submit fewer than all categories from GHMC Section 17.98.040, the Director shall only provide preliminary decisions on each category. Once the City has received a complete application (meaning that all information has been submitted for processing of all categories listed in GHMC Section 17.98.040), the Director shall issue a final decision on the entire application. The preliminary decisions made by the Director on each category may be different from the final decision on the entire application, with regard to each category.
3. A notice of complete application shall not be issued until the City has received a complete application (as described in Section 17.98.040). A notice of application shall be issued for any complete application processed under this subsection, as set forth in Title 19 GHMC for a Type III project permit application. The complete application shall otherwise be processed as a Type II project permit application, and a final decision shall be issued on a complete application before the deadline established in GHMC Section 19.05.009. If the final decision is appealed, the appeal shall be considered in an open record hearing, as described in Title 19 GHMC.

B. Design Review Board Review. A design review application may be processed by the Design Review Board as follows:

1. The Board shall review an application or that portion of an application which does not strictly conform to the specific requirements of the Design Manual under the following criteria: (i) whether the alternative design presented by the application represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and (ii) whether the alternative design meets the intent of the general requirements of the Design Manual. The Design Review Board shall not review or make a recommendation on any application or portion of an

application that does not satisfy all other applicable codes.

2. The Board's processing of an application or portion of an application under this subsection is exempt from project permit processing in Title 19 GHMC. If an applicant chooses to submit an application for review by the Board, it shall submit a written waiver acknowledging that the application or portion thereof will not be processed under Title 19 GHMC, except to the extent described in this subsection 17.98.050(B).
3. If an applicant chooses to submit fewer than all categories from GHMC Section 17.98.040, the Board shall only provide preliminary recommendations on each category. Once the City has received a complete application (meaning that all information has been submitted for processing of all categories listed in GHMC Section 17.98.040), the Board shall issue a recommendation on the entire application. This recommendation may be different from the preliminary recommendation provided on each of the categories listed in GHMC Section 17.98.040 with regard to each category.
4. A notice of complete application shall be issued on the application once the City has received a complete application (as described in Section 17.98.040). A notice of application shall be issued for any complete application processed under this subsection, as set forth in Title 19 GHMC for a Type III project permit application.
5. An application for the Board's review of a category listed in GHMC Section 17.98.040 or a complete application shall proceed as follows:
 - a. The Planning Staff shall send notice of a public meeting to property owners within 300 feet of the subject property.
 - b. The public meeting shall be scheduled to be held in the same manner as a public hearing, as set forth in GHMC Section 19.03.003.
 - c. The Board shall hold a public meeting on the application or the portion of the application.

- d. After the public meeting, the City staff shall draft the Board's preliminary recommendation or recommendation on the application or portion thereof.
- e. Once a complete application has received a recommendation from the Board, an open public hearing before the Hearing Examiner shall be scheduled for the application or both the application and the underlying permit application.

Section 6. Section 17.98.060 of the Gig Harbor Municipal Code is amended to read as follows:

17.98.060 Variances. Exceptions

A. Processing. An exception requested under this section shall be processed in conjunction with a Design Review application, and shall follow the procedures for permit processing by the Board as set forth in GHMC Section 17.98.050(B). An exception is used in those situations in which an applicant does not provide an alternative design to the requirements of the Design Manual.

B. Application. The requirements for a complete Design exception application are:

1. Submittal of a complete design review application as set forth in GHMC Section 17.98.040.
2. A written statement describing the requested exception.
3. A written statement justifying the granting of the requested exception pursuant to the criteria of GHMC Section 17.98.060(D).

C. Board Action. The Board shall issue a recommendation to the Hearing Examiner on an exception application.

D. Criteria for Approval. All of the following circumstances must be shown to exist for approval of a Design exception:

~~A. Required Findings. Variances from the requirements of the Design Manual may be granted by the DRB as a type II application, except that variances affecting height and setbacks which exceed the limitations established in GHMC 17.66.020(A) must be reviewed by the hearing examiner as per the Type III general variance procedures established in GHMC 17.66.030. Before a design variance can be granted, the design review board shall~~

~~make findings of fact setting forth and showing that all of the following circumstances exist:~~

1. Special conditions and circumstances exist which render a specific requirement of the Design Manual ~~unreasonable impracticable~~, given the location and intended use of the proposed development;
2. The special conditions and circumstances are characteristic of the proposed general use of a site and not of a specific tenant;
3. The special conditions and circumstances are not representative of typical retail, professional office or residential type development that may be allowed within the zoning district;
4. The requested exception is based upon functional consideration rather than personal design preferences;
5. Architectural changes in the project design as a result of the exception have been sufficiently compensated by other architectural embellishments, and site plan changes as a result of the exception have been sufficiently compensated by other site amenities; and
6. The requested exception will not result in a project that is inconsistent with the intent and general scope of the design manual standards.

~~B. Notice. Notice of the increased height approved by the DRB under increased height options described in the design manual shall be sent to owners of all contiguous parcels.~~

Section 8. Section 17.98.070 of the Gig Harbor Municipal Code shall be amended to read as follows:

17.98.070 Recommendations, Decisions and Appeals.
~~**Appeals of the Director's or DRB's Decision.**~~

- A. The decision rendered by the Director or the recommendation by the Design Review Board shall be in writing. The Design Review Board Chair shall sign the recommendation to be forwarded to the Hearing Examiner. The decision/recommendation shall describe the facts surrounding the application, the applicable Design Manual provisions

triggered by the application, include an analysis of the facts and applicable Design Manual provisions to the facts, and shall include conclusions supporting the approval, denial or recommendation for approval or denial under the Design Manual.

- B. A decision of the Director may be appealed as set forth in Title 19 GHMC for a Type II project permit application. A recommendation of the Design Review Board on an application or exception will be acted upon by the hearing examiner in an open record hearing either on the design review application or the underlying project permit application.

~~The planning director's decision may be appealed to the hearing examiner if the applicant believes that the director interpreted the specific requirements of the design manual incorrectly. The decision of the DRB may be appealed to the hearing examiner by parties of record, if the parties of record believe that the DRB interpreted the general requirements of the design manual incorrectly. Appeals are subject to the provisions of chapter 19.06 GHMC.~~

Section 9. Section 17.98.080 of the Gig Harbor Municipal Code is hereby repealed.

Section 10. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 11. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 8/5/03
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

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

On _____, 2002 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE PROCEDURES FOR REVIEW OF APPLICATIONS REQUESTING DESIGN REVIEW APPROVAL, CLARIFYING THE PROPER APPLICATION OF DESIGN MANUAL REGULATIONS; ALLOWING FOR A FINAL ADMINISTRATIVE APPROVAL OF ALL DESIGN REVIEW APPLICATIONS MEETING THE DESIGN MANUAL REGULATIONS; ALLOWING FOR A PUBLIC MEETING AND DESIGN REVIEW BOARD RECOMMENDATION PROCESS FOR ALL DESIGN REVIEW APPLICATIONS NOT MEETING THE DESIGN MANUAL REGULATIONS; INCORPORATING THE DESIGN REVIEW GOALS FROM THE DESIGN MANUAL; AMENDING THE PROCEDURE AND CRITERIA FOR DESIGN REVIEW VARIANCES; AMENDING THE PROCEDURE FOR APPEALS OF DESIGN REVIEW DECISIONS TO BE CONSISTENT WITH TITLE 19 GHMC; AMENDING GHMC SECTIONS: 17.98.010, 17.98.030, 17.98.035, 17.98.040, 17.98.050, 17.98.060, 17.98.070 AND REPEALING GHMC SECTION 17.98.080.

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

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

APPROVED by the City Council at their regular meeting of _____, 2003.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



"THE MARITIME CITY"

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

**Determination of Nonsignificance (DNS)
W.A.C. 197-11-970**

Environmental Review Application No.: SEPA 03-10

Parcel Number: No parcel number – Proposal is not site-specific

Action: Proposed Amendments to GHMC Chapter 17.98 - Design Standards and Review

Proposal: Proposed amendments to Chapter 17.98 of the Gig Harbor Municipal Code. This chapter defines the process for design review in the City of Gig Harbor. The proposed amendments include various non-substantive housekeeping amendments, and more significant amendments including (1) changing the title of design variances to design exceptions, and (2) making the design review board (DRB) a recommending body rather than a decision-making body.

Location: Applicable to City of Gig Harbor and its urban growth area (UGA)

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

Lead Agency: City of Gig Harbor

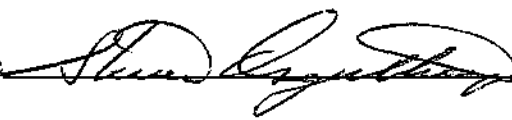
The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

[x] This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of below. **Comments must be submitted by April 25, 2003.**

Any interested person may appeal the adequacy of this final threshold determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Title 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within fourteen (14) days of the date of this notice, which is **April 22, 2002**. The written appeal must be submitted with a filing fee of one hundred dollars (\$150).

Responsible Official: Steve Osguthorpe
Position Title: Planning & Building Manager Phone: 851-6170

Address: City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA. 98335

Signature  Date: 4-8-03



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE – AMENDING SECTION
13.34.060 GHMC
DATE: AUGUST 11, 2003

INFORMATION/BACKGROUND

Following the Washington Supreme Court invalidation of the petition method for annexations, (*Grant County Fire Protection District v. City of Moses Lake*, 145 Wn.2d 702 (2002)), the City took action to remove the requirement that outside utility extension agreements be conditioned upon an agreement not to protest annexation. The Washington Legislature recently adopted Chapter 331 (SSB 5409) of the Laws of Washington, 2003, which provides a new direct petition method. It is now appropriate for the City to reinstate the 'no protest' annexation requirement.

The City Attorney has draft the proposed Ordinance for consideration by the Council.

RECOMMENDATION

I recommend that the Council approve the Ordinance as presented following a second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S PROVISION OF WATER AND SEWER OUTSIDE CITY LIMITS BY CONTRACT WITH OWNERS OF PROPERTY, REINSTATING THE REQUIREMENT THAT AN APPLICANT REQUESTING EXTENSION OF WATER OR SEWER SERVICE FROM THE CITY TO PROPERTY OUTSIDE THE CITY LIMITS SIGN A UTILITY EXTENSION AGREEMENT, WHICH INCLUDES, AS ONE CONDITION OF SUCH SERVICE, THAT THE PROPERTY OWNER AGREE TO SIGN A PETITION FOR ANNEXATION OF HIS/HER PROPERTY WHEN REQUESTED BY THE CITY, NOW THAT A NEW STATE LAW HAS BEEN ADOPTED FOR THE PETITION METHOD OF ANNEXATION (CH. 331, SSB 5409, WASHINGTON LAWS, 2003), AMENDING GHMC SECTION 13.34.060.

WHEREAS, the City has the authority under RCW 35.67.310 and RCW 35.92.170 to provide water and sewer service outside the city limits under such conditions the City adopts by ordinance; and

WHEREAS, the City adopted an ordinance describing the conditions under which water and sewer service may be extended (GHMC Section 13.34.060); and

WHEREAS, the original ordinance adopting GHMC Section 13.34.060 included a requirement that the property owner agree to sign a petition for annexation of his/her property when asked to do so by the City; and

WHEREAS, the Washington Supreme Court recently invalidated the petition method for annexations in *Grant County Fire Protection District v. City of Moses Lake*, 145 Wn.2d 702 (2002); and

WHEREAS, the Washington Legislature subsequently adopted Chapter 331 (SSB 5409) of the Laws of Washington, 2003, which provides a new direct petition method; and

WHEREAS, the City Council desires to reinstate, as a condition for the provision of water and/or sewer service outside the City limits, the requirement that a property owner sign a petition for annexation of his/her property when asked to do so by the City; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); Now, Therefore,

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

Section 1. Section 13.34.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.34.60 Utility Extension Agreement. Every applicant for water and/or sewer service outside the city limits, except for municipal corporations or quasi-municipal corporations, such as water, sewer or fire districts making application under GHMC Section 13.34.070, must agree to sign an agreement with the City, which conditions the provision of the service on the following terms:

* * *

H. Agreement Not to Protest Annexation. The owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.

* * *

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the

remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor
this ___th day of _____ 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 8/2/03
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. ____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S PROVISION OF WATER AND SEWER OUTSIDE CITY LIMITS BY CONTRACT WITH OWNERS OF PROPERTY, REINSTATING THE REQUIREMENT THAT AN APPLICANT REQUESTING EXTENSION OF WATER OR SEWER SERVICE FROM THE CITY TO PROPERTY OUTSIDE THE CITY LIMITS SIGN A UTILITY EXTENSION AGREEMENT, WHICH INCLUDES, AS ONE CONDITION OF SUCH SERVICE, THAT THE PROPERTY OWNER AGREE TO SIGN A PETITION FOR ANNEXATION OF HIS/HER PROPERTY WHEN REQUESTED BY THE CITY, NOW THAT A NEW STATE LAW HAS BEEN ADOPTED FOR THE PETITION METHOD OF ANNEXATION (CH. 331, SSB 5409, WASHINGTON LAWS, 2003), AMENDING GHMC SECTION 13.34.060.

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

APPROVED by the City Council at their meeting of _____, 2003.

MOLLY TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: NOTICE OF INTENTION – NORTHWEST GIG HARBOR EMPLOYMENT
CENTER ANNEXATION (ANX 03-04)
DATE: AUGUST 11, 2003

INTRODUCTION/BACKGROUND

The City has received a Notice of Intention to Commence Annexation Proceedings from Douglas Howe for a proposal to annex approximately two hundred and twenty six (226) acres of property west of Highway 16, south of the Purdy Women's Correctional Facility, and north of Rosedale Street. This area is adjacent to the existing City limits and located within the urban growth boundary. The request was received on July 1, 2003.

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.

The earliest date at which the initiator of this annexation can meet is at the September 8, 2003 City Council meeting

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 September 8, 2003 to meet with the initiating parties of the Northwest Employment Center Notice of Intention to Commence Annexation Proceedings.



TOUCHSTONE CORPORATION

RECEIVED
CITY OF GIG HARBOR

JUL 01 2003

COMMUNITY
DEVELOPMENT

July 1, 2003

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

RE: Notice of Intention to Commence Annexation Proceedings
Northwest Gig Harbor Employment Center

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 Notice of Intention of Commence Annexation Proceedings is signed by the Bay Estates Associates representing 16.875% of the area proposed for annexation. If the City accepts this initial annexation proposal, signed petitions from owners of at least 50% of the area proposed for annexation will be submitted.

On behalf of the property owners, we look forward to a successful outcome.

Sincerely,

Douglas Howe

Gig Harbor Annexation Petitions 2003			
Parcel Owner	Parcel Number(s)	Acreage	2002 Assessed Value
			Signed Petition Acreages
Bay Estates	0121011010	17.80	\$229,700
	0121011009	20.36	\$257,500
Puget Sound Energy	0121011026	13.87	\$301,000
Eva Proby	0121011005	9.52	\$32,500
Peninsula Property Associates	0121011012	26.97	\$303,800
Chiara Diane Wood	0121011014	5.00	\$97,300
	0121011015	5.00	\$211,800
	0121011017	5.00	\$81,500
	0121011018	5.00	\$81,500
Lyle & Carla Holcomb	0121011016	7.44	\$107,100
David Sizemore	0121011025	0.57	\$73,600
Craig Webster	0221062057	1.81	\$408,600
Peninsula Equipment	0221062071	3.21	\$211,600
Signwagon Partnership	0221062072	5.03	\$358,900
Hemley's Septic Tank Cleaning	0221062073	5.00	\$588,700
Intl. 4-Square Church	0221062074	5.94	\$503,100
Edmond Richards	0221062091	4.58	\$270,100
Glacier Northwest	0221062092	6.28	\$368,000
Mountain View Development Co.	0221063034	12.59	\$167,400
	0221063035	26.04	\$148,600
D. Johnson Homes	0221066001	2.18	\$60,900
CMC Development	0221066003	2.18	\$60,900
Wildblue Communications	0221066005	1.80	\$134,500
	0221066006	1.15	\$86,000
Douglas & Jill D'Olivo	0221066011	2.01	\$59,100
	0221066012	3.21	\$69,700
John & Marilyn Ross	0221066014	1.45	\$121,600
Cropsey LLC (Shaw)	0121014001	9.58	\$123,900
Pierce County	0221063045	15.56	\$244,000
	Total Valuation		\$5,762,900
	Total Acreage	226.13	

June 27, 2003
File #27705/0

**GIG HARBOR ANNEXATION
LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 1 EAST, ALL OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED SECTION 6; THEN EASTERLY ALONG THE NORTH LINE THEREOF, 310.4 FEET MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SR-16, AS SHOWN ON WASHINGTON STATE DEPARTMENT OF HIGHWAYS MAP ENTITLED SR-16 MP 8.34 TO MP 18.87, NARROWS BRIDGE TO OLYMPIC DRIVE, SAID POINT BEING 75 FEET LEFT OF STATION 1272 + 94.9 AS DEPICTED ON SAID HIGHWAY PLANS; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 2,594.90 FEET TO STATION 1247 + 00 AND AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY PERPENDICULAR TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE, 25.00 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF 46TH AVENUE N.W., AS SHOWN IN THE DOCUMENT RECORDED UNDER AUDITORS FILE NUMBER 8106080152, TO THE NORTH LINE OF THE SOUTH HALF, OF THE SOUTH HALF, OF THE SOUTH HALF OF THE AFOREMENTIONED SECTION 6; THENCE WESTERLY ALONG SAID NORTH LINE TO THE WESTERLY MARGIN OF THE AFOREMENTIONED 46TH AVENUE N.W.; THENCE NORTHWESTERLY ALONG SAID MARGIN TO THE SOUTHEAST CORNER OF LOT 3 OF PIERCE COUNTY SHORT PLAT RECORDED UNDER AUDITORS FILE NUMBER 8405310234; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF, 369.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 306.86 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 272.00 FEET, TO THE WESTERLY LINE OF SAID SHORT PLAT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, 306.86 FEET, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 6; THENCE EASTERLY ALONG SAID LINE TO INTERSECT WITH A LINE HEREIN AFTER REFERRED TO AS LINE "A", SAID LINE BEING DESCRIBED AS FOLLOWS:

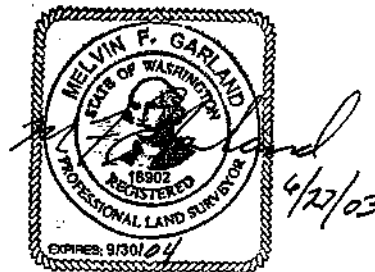
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 85°36'40" EAST, 670.00 FEET; THENCE NORTH 02°34'33" WEST, 1,530.77 FEET; THENCE NORTH 00°12'32" WEST, TO THE AFOREMENTIONED INTERSECTION AND

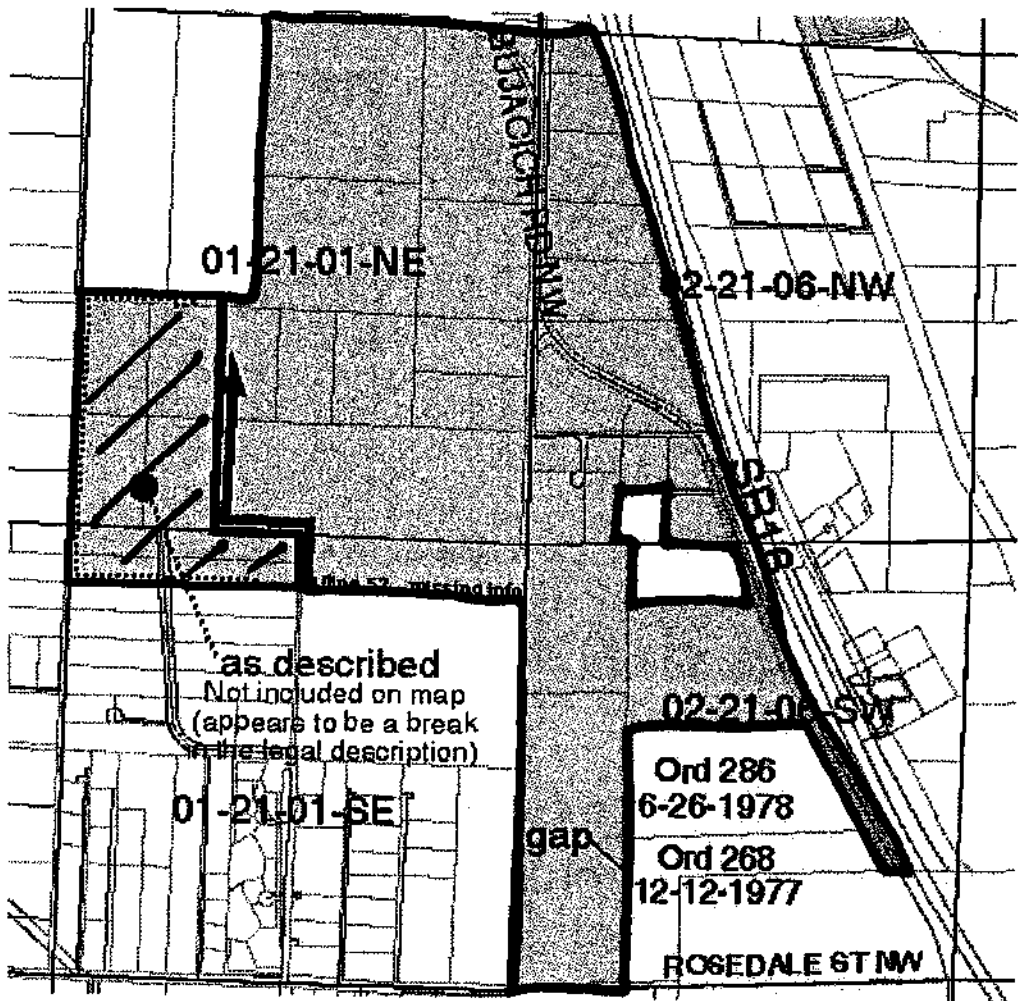
THE TERMINUS OF THIS LINE DESCRIPTION.

THENCE SOUTH 00°12'32" EAST ALONG SAID LINE "A", 350 FEET, MORE OR LESS, TO A LINE 350 FEET SOUTHERLY, AND PARALLEL WITH, SAID NORTH LINE OF THE SOUTHWEST QUARTER; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WESTERLY RIGHT OF WAY LINE OF 46TH AVENUE N.W.; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO INTERSECT A LINE PARALLEL WITH AND 1530 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 6; THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE AFOREMENTIONED LINE "A"; THENCE SOUTH 02°34'33" EAST, ALONG SAID LINE "A" 1500.77 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF ROSEDALE STREET N.W.; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTHERLY ALONG THE LINE COMMON TO SAID SECTION 6 AND THE AFOREMENTIONED SECTION 1, TO THE NORTH LINE OF THE SOUTH 60 RODS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE ALONG SAID NORTH LINE OF THE SOUTH 60 RODS, WESTERLY TO THE WEST LINE OF THE WEST 825 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTHERLY ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED NORTHERLY, TO A LINE WHICH IS 60 FEET NORTH OF, AND PARALLEL WITH, THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EASTERLY ALONG SAID LINE TO THE EAST LINE OF THE WEST 40 ACRES, OF GOVERNMENT LOT 2 OF THE AFOREMENTIONED SECTION 1; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF AFOREMENTIONED NORTHEAST QUARTER; THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER, OF SAID NORTHEAST QUARTER, OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHWEST CORNER, OF THE NORTHWEST QUARTER, OF THE AFOREMENTIONED SECTION 6, AND THE POINT OF BEGINNING.

MFG/lmm

l/27705/doc-rpts/legal/stamped_mfg062703





ANX 03-04



"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
SUBJECT: STAFF REPORT – SKATEPARK AND BMX USE PROFILE
DATE: AUGUST 7, 2003

INFORMATION/BACKGROUND

At the July 14, 2003, Council Meeting, Tyler Bergstrom and Aaron Jorgensen, requested the City Council to allow BMX bikes to either use the skatepark in conjunction with skateboards or at separate times. I offered to gather data about current use decisions in other parks. A summary of Washington skateparks and associated use policies is attached.

POLICY CONSIDERATIONS

As Councilman Ekberg stated at the July 14th Meeting, the park was designed as a skatepark, not a mixed-use facility, in order to address safety issues and concerns about how the facility would hold up. It appears that the bulk of Washington state skatepark operators hold this point of view today. The current City of Gig Harbor skatepark use policy is utilized by about 80% of skatepark operators in Washington State. Note that Bellingham and Ellensburg clarified that initially BMX bikes and skateboards used their skateparks and that accidents and injuries were related to joint use. Redmond's response was also instructive.

FISCAL CONSIDERATIONS

Numerous park operators identify maintenance considerations associated with BMX use.

STAFF RECOMMENDATION

Staff recommends continuing the current policy. Like Issaquah, staff notes that the skatepark wasn't designed for use by BMX bikes. The risk of a skateboarder colliding with a bike is too great. Also, the skatepark must not be supervised in light of liability considerations; creating separate hours or days for skateboards and for BMX bikes would create a need for regular supervision.

City	Bikes Allowed	If "yes", what conditions?	If "no", why not?	Comments
Aberdeen	YES	BMX riders must use the same conditions as skateboarders.		They didn't allow bikes at first, but it was too big of a fight.
Auburn	NO			
Bellingham	NO		There were too many injuries.	Looking at creating a bike park.
Bellevue	NO		The skate park is too small, and contains wood components.	Opening combined skate and bike park soon.
Bothell	NO			
Burien	NO		The park gets clogged with too many people, and bikers travel at a higher rate of speed.	
Cashmere	NO		Peddles on the bikes ruin the ramp material.	A dirt bike trail with hills for bikes is provided.
Chelan	YES	Everyone is expected to respect one another.		
Colville	NO		Peddles scar the park's "Skatelite" material.	
Deer Park	NO		Bikes ruin the park's "Skatelite" material.	Scooters are also not allowed.
Des Moines	NO		The park was created for skateboarders only.	
Ellensburg	NO		Prior to creating this rule, there were several accidents involving BMX bikes.	
Enumclaw	NO		The skate park was not designed for the use of BMX bikes.	A separate BMX bike facility is available.
Everett	NO			
Federal Way	NO			
Issaquah	NO		The park wasn't designed for use by BMX bikes. The risk of a skateboarder colliding with a bike is too great.	The park is not supervised, and creating special hours for each, would have been too complicated and hard to enforce.
Kennewick	NO			

Kent	NO		The bike components destroy the park's concrete surface.	In the process of planning a BMX facility.
Kirkland	YES	Skateboarders and BMX riders must take turns because park is too small.		
Kitsap County	NO			
Longview	NO			A separate BMX facility is available for use.
Lynnwood	NO			Currently considering building a separate bike park.
Maple Valley	NO		The park is too small, with no room for bikes.	
Marysville	NO		Due to safety reasons.	
Mercer Island	NO		Too many safety factors.	
Moses Lake	NO			
Mount Vernon	YES			
North Bend	NO		Due to safety reasons.	
Oak Harbor	YES			Just began allowing BMX bikes into the facility six months ago.
Olympia	NO			
Omak	YES	Bike riders are required to wear a helmet at all times.		
Orting	NO		BMX bikes mar the surface of the skate park.	Created a bike trail using donated dirt which the kids used shovels to develop.
Port Townsend	NO		The park is too small, and has wood components.	Port Townsend
Puyallup	YES			Bikes have done quite a bit of damage, grinding on edges not meant for that purpose. Also, they have had 2 mid-air collisions involving bikes.
Redmond	NO		Pegs on the bike's wheels tear up the concrete and injure skateboarders.	Recently conducted a sampling of facilities across the country as to how they handle BMX bikers, and as a result chose not to allow bikes.

SeaTac	NO		Bikes don't "mix" well with skateboarders.	SeaTac
Seattle	NO		Seattle	
Spokane	YES			
Sequim	NO			A separate BMX bike park is available for use.
Shoreline	NO		Mostly due to safety issues, BMX bikes travel at a higher rate of speed. Also, the angles of the park weren't made for bikes.	
Sumner	NO		Never resolved use issue between skaters & bikers. Bikes would destroy tile in the park.	
Vancouver	NO		The park was created for skateboarders and in-line skaters only.	The city provides a monitor person on bike to supervise 20 hours a week.
Walla Walla	NO		The park was built for skateboards only.	A BMX bike track is available next to the skate park.
Wenatchee	NO		Due to safety issues.	
Woodinville	YES			Park has not opened yet, but it will be a combined skate and BMX park.
Yakima	NO		The park was built for skateboards only.	
Yelm	NO			

Listed below are some of the statutes, regulations and permits governing the operation of the City's wastewater utility.

- The Federal Clean Water Act (CWA).
- The National Pollutant Discharge Elimination System (NPDES). NPDES permits have a 5-year life span and place limits on the quantity and quality of pollutants that may be discharged.
- RCW 90.48.480 requires all municipalities with Combined Sewer Overflows (CSOs) to develop a plan to reduce annual CSOs to one per year.
- Section 303 of the CWA established the Total Maximum Daily Load (TMDL) program. This program places further limits on sewage discharges.
- Section 307 of the CWA established the National Pretreatment Program.
- A 401 Water Quality Certification is required under the CWA. This is an annual requirement.
- Section 307 of the CWA regulates discharges in wetlands.
- The Federal Endangered Species Act
- The National Environment Policy Act (NEPA)
- The Federal Clean Air Act
- The State Water Pollution Control Act
- The State Environment Policy Act (SEPA)
- The Growth Management Act
- The Shoreline Management Act
- Shoreline Master Program/Shoreline Substantial Development Permit
- Floodplane Development Permit
- Hydraulic Project Approval
- 8 separate regulatory agencies govern the operation of the wastewater facilities.

All these regulations serve to increase system cost to the rate payer.

- The collection system contains approximately 141,000 feet of gravity pipe, 27,000 feet of force main, 13 lift stations and serves a population of 7,000 (including the prison population).
- The original collection system (downtown—ULID #1) is 28 years old. Subsequent additions to the collection system were constructed in 1988 (ULID #2) and 1992 (ULID #3). A significant portion of the original system (ULID #1) is nearing the end of its useful design life.
- The wastewater treatment plant was brought on line in 1975. The plant was expanded in 1988 and again in 1996 to bring it to its present capacity.



"THE MARITIME CITY"

CITY OF GIG HARBOR
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335
PHONE: 253.851.8136

CITY OF GIG HARBOR WASTEWATER SYSTEM FACTSHEET

- A rate increase is necessary to meet increasing operation and maintenance costs, stricter Environmental Protection Agency requirements for discharge limits and a large increase in capital costs due to the outfall extension.
- Existing customers pay for the operation, maintenance and rehabilitation of the current facilities plus costs associated with environmental regulations. Water and sewer utilities are run like businesses, and the rate dollars collected support operations. (Water and sewer services are not supported by property taxes.)
- Connection fees charged to new development pay for capital facilities growth.
- Under the proposed sewer rate, the monthly bill for the City's average single family residence will be \$29.63. This is below the state average of \$30.47.



"THE MARITIME CITY"

MONTHLY SEWER UTILITY RATES

Recommended Monthly Sewer Utility Rates (Single-family Residence using 6.8 ccf/month)

Current	\$21.41
Oct-03	\$29.63
Jan-04	\$29.63

Surrounding Community Monthly Sewer Rates (Single-family Residence using 6.8 ccf/month) (1)

<i>Municipalities</i>	<i>Jan-03</i>
Bremerton	\$36.86
Lacey	\$40.33
Port Angeles	\$33.71
Port Orchard	\$23.78
Tacoma	\$27.37
Tumwater	\$37.64
State Average	\$30.47

PROJECTED CAPITAL IMPROVEMENT PROJECTS

PROJECT DESCRIPTION	YEAR PLANNED	COST
Lift Station 2	2003	\$ 750,000
WWTP Planning	2004	\$ 51,000
Interim WWTP Aeration Basin Mods & Headworks	2004	\$ 26,000
Outfall Relocation Design & Permitting	2004	\$ 154,000
Lift Station 2	2004	\$ 257,000
		\$ 488,000
WWTP Improvements Design	2005	\$ 132,000
Outfall Permit Tracking & Acquisition	2005	\$ 106,000
56 Olympic Drive	2005	\$ 74,000
		\$ 312,000
Outfall Miscellaneous	2006	\$ 81,000
WWTP Aeration Modifications, Complete	2006	\$ 228,000
WWTP Dewatering	2006	\$ 1,173,000
WWTP Headworks	2006	\$ 440,000
		\$ 1,922,000
WWTP Headworks Complete	2007	\$ 452,000
Outfall Construction Phase I	2008	\$ 574,000

FUTURE IMPROVEMENT PROJECTS IN 2009 AND BEYOND	COST (2009 DOLLARS)
Outfall Construction Phase III	\$ 4,721,000
Outfall Construction Phase II	\$ 590,000
WWTP Clarifier	\$ 718,000
WWTP UV Disinfection	\$ 421,000
Lift Station 4	\$ 1,121,000
Lift Station 4	\$ 295,000
Harborview Dr to WWTP	\$ 1,593,000
Rosedale Dr	\$ 885,000
Soundview Drive-Harborview to Grandview	\$ 708,000
Soundview Drive to Erickson	\$ 1,092,000

- ◆ Recommended rate increases have been minimized by:
 - Delaying capital projects until absolutely necessary
 - Aggressively pursuing low cost government loans (e.g. PWTF)

(1) Rates are based on the AWC rate survey for 2002.

Sewer System Projected Revenues
Source: March 2000 Wastewater Comp Plan

	Connection Fee/Estimated Proj. Cost ;	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total
Zone A (Inside ULID #1)																				
Connection Fee	3,300	16,342	16,342	16,342	216,352	16,342	16,342	16,342	16,342	223,132	16,342	16,342	16,342	16,342	223,132	16,342	16,342	16,342	223,132	1,147,219
Additional Flow - gpd		5	5	5	64	5	5	5	5	66	5	5	5	5	66	5	5	5	66	338
Additional ERU's																				
Zone B																				
Connection Fee	3,280	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	10,171	203,424
Additional Flow - gpd		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	62
ERU																				
Zone C																				
Connection Fee	3,210	52,085	52,085	52,085	703,715	52,085	52,085	52,085	52,085	703,715	52,085	52,085	52,085	52,085	703,715	52,085	52,085	52,085	703,715	3,849,215
Additional Flow - gpd		16	16	16	219	16	16	16	16	219	16	16	16	16	219	16	16	16	219	1,137
ERU																				
All Other (Zone D & UGA)																				
Connection Fee	3,570	125,175	125,175	125,175	1,692,405	125,175	125,175	125,175	125,175	1,692,405	125,175	125,175	125,175	125,175	1,692,405	125,175	125,175	125,175	1,692,405	9,436,655
Additional Flow - gpd		35	35	35	474	35	35	35	35	474	35	35	35	35	474	35	35	35	474	2,457
ERU																				
Total Additional ERU																				
Total Revenue (Connection Fees)		293,773	293,773	293,773	2,622,643	293,773	293,773	293,773	293,773	2,629,423	293,773	293,773	293,773	293,773	2,629,423	293,773	293,773	293,773	2,629,423	14,435,814
Capital Facilities Plan - Projected Expenditures																				
Existing 1994 WWS Revenue Bond Payments		145,000	145,000																	
SRF Loan Payments		86,353	86,353	86,353	86,353	86,353	86,353													
Six-Year Capital Improvement Plan																				
WWTP Planning	51,000	51,000																		51,000
WWTP Aeration Basin & Headworks	26,000	26,000																		26,000
Outfall Design	154,000	154,000																		154,000
LIR Station No. 2	1,007,000	257,000																		1,007,000
WWTP Improvements/Design			132,000																	132,000
Outfall Permit Tracking	106,000		106,000																	106,000
56 Olympic Drive	74,000		74,000																	74,000
Outfall Miscellaneous	81,000			81,000																81,000
WWTP Aeration Modifications, Complete	228,000			228,000																228,000
WWTP Dewatering	1,173,000			1,173,000																1,173,000
WWTP Headworks	440,000			440,000																440,000
WWTP Headworks Complete	452,000			452,000																452,000
Outfall Construction Phase 1	574,000					574,000														574,000
Outfall Construction Phase 2	590,000																			590,000
Outfall Construction Phase 3	4,721,000																			4,721,000
WWTP Clarifier	718,000																			718,000
WWTP UV Disinfection	421,000																			421,000
LIR Station 4 (ULID)*	1,121,000																			1,121,000
LIR Station 4 (ULID)*	295,000																			295,000
LIR Station 4 (ULID)*	205,000																			1,563,000
Harborview Dr. - WWTP (ULID)*	1,593,000																			885,000
Rosedale Dr Sewer Main	885,000																			885,000
Soundview Dr. - Harborview to Grandview (ULID)*	708,000																			708,000
Soundview Dr. - Erickson St. (ULID)*	1,092,000																			1,092,000
Total Expenditures	16,642,088	719,353	643,353	2,008,353	638,353	699,353	12,239,353													16,662,008
Net Gain / (Loss)		(1618,680)	(339,580)	(1,704,580)	2,984,290	(484,586)	(12,929,660)	293,773	293,773	2,629,423	293,773	293,773	293,773	293,773	2,629,423	293,773	293,773	293,773	2,629,423	(1,618,488)

* = Funded partially with ULID.

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 11, 2003

PRESENT: Councilmembers Ekberg, Young, Owel, Dick, Picinich, and Mayor Wilbert. Councilmembers Franich and Ruffo were absent.

CALL TO ORDER: 7:09 p.m.

PLEDGE OF ALLEGIANCE

SWEARING IN CEREMONY: Officer Fred Douglas

Chief Mitch Barker explained that Officer Douglas had originally been hired in 1997 and was an outstanding five-year employee. Officer Douglas then served as an officer in his hometown in Arkansas for one year. He recently returned to Gig Harbor and was hired back to the department.

The Mayor then performed the ceremony.

PUBLIC HEARINGS:

1. Development Agreement with Olympic Property Group. John Vodopich, Community Development Director, presented the second of two public hearings on this agreement for a ten-acre 'village-center' proposal for the Gig Harbor North area. He said that the comment period for the SEPA determination expired today and that two comments had been received. The first was a letter from Phil Canter and the second, a letter from the Department of Ecology. Neither letters necessitate changes to the agreement. He explained that the second public hearing was required due to the addition of language to address building height, required building variation design along the street-scape, and the requirement to include the "village green" into the project.

The Mayor opened this public hearing at 7:13 p.m.

Bertha Stevenson – 8708 State Hwy 302 NW. Ms. Stevenson said that it was her opinion that the citizens need Costco over here. When the bridge is done, it will be too expensive to go to Tacoma to shop at Costco. She said that we need more shopping here due to the traffic congestion on the bridge and in Bremerton. She asked that Council consider this proposal.

John Vodopich clarified that the city does not have an application pending for Costco, and what is before Council is the Development Agreement for the ten-acre 'village-center' proposal and a twenty-five acre Comprehensive Plan amendment request for additional commercial area in the Gig Harbor North vicinity. He agreed that there is conjecture that this may lead to a Costco, but stressed that there is no application at this time.

Jan McMullen – 6318 23rd St. NW. Ms. McMullen said that she recognized that Costco isn't specifically mentioned, but the letter from Jon Rose mentions Costco negotiations, so she wanted to comment that if Costco were to come to Gig Harbor it would bring economic prosperity, it would help to diversify the business base, and it would add tax revenue. She added that Costco would be a good neighbor and would provide convenience for the citizens. She said that the bridge tolls will have a negative affect on family budgets, and encouraging cost-affective shopping on this side will help to offset these impacts. She concluded by saying that the location of this type of business outside the downtown area will help to preserve the picturesque quality of Gig Harbor.

Jon Rose – 19245 10th Ave NE, Poulsbo, Washington. Mr. Rose said that Olympic Property Group endorses the changes in the Development Agreement and offered to answer any questions. He addressed Councilmember Picinich's question regarding the letter stating that OPG would not work with Wal-Mart or Fred Meyers as potential businesses in this area in order to address citizen concerns.

Jen Zeren – PO Box 166, Wauna. Ms. Zeren said that she was disappointed because the Gateway newspaper said that this meeting was about Costco. She said that several people decided to come to speak based on this information. She added that the city needed to get everything that they could on this side.

Councilmember Ekberg stressed again that this public hearing was on a ten-acre development agreement between the City of Gig Harbor and the Olympic Property Group.

Roger Mosiman – 11402 40th Ave Ct. NW. Mr. Mosiman said that the Gateway said that this meeting was about Costco, and citizens assume that this is true. He said that he understands that the reason that a Costco is being pursued is to increase the city's tax base then asked why the city needed more. He added that Gig Harbor is a quaint, fun place to visit and live, and with this proposed increase of commercial all this will be lost. He said that the rezone is for the "big boys" and that the needs of the little businesses and investors were being ignored. He said that an increase in people and traffic would be horrific. He continued to name existing stores around town, stressing that the city didn't need any more large commercial retail. He said that perhaps what was needed was a new town called "Gig Harbor North."

Ann Nerrin – 11211 – 35th Ave Ct. Ms. Nerrin stated that she is happy to be in Gig Harbor, and hopes that the city will retain it's quaintness and charm. She explained that she had spoken before about the increase in commercial area and her grave concerns for the increase in traffic. She asked Council to think about what would happen if an ambulance going to the new hospital gets hung up on Costco traffic. She pointed out that everyone is drooling for the increase in taxes; then added that the existing stores bring in plenty. She asked that the city settle for the existing development rather than changing the quality of life.

There were no further public comments, and the Mayor closed the public hearing at 7:18 p.m. and opened the second public hearing.

2. Ordinance Amending Design Review Procedures. Steve Osguthorpe, Planning / Building Manager, introduced the proposed changes to Chapter 17.98 of the city code which defines the design review process. He said that along with several housekeeping changes, there were a couple of significant changes; first to change the title of "design variances" to "design exceptions"; and second, to make the Design Review Board a recommending body verses a decision-making body.

Steve explained that the purpose of changing the name of design variances to design exceptions is to avoid confusing design variances with general variances that are regulated under a different chapter.

He continued to explain that the more substantive change to this chapter is changing the Design Review Board to a recommending body only. This would make the Hearing Examiner the decision maker. He said that this has become necessary because the current procedures do not allow open dialogue with the applicant during the review process unless there is a public hearing, which the Design Review Board is not authorized to hold. He added that this would mainly affect the review process for single-family development, which are currently subject only to staff review.

Steve said that no public comments or appeals had been received on the Environmental Review or DNS for these amendments. He offered to answer questions.

Steven then addressed Councilmember Owel's request for clarification of the appeal procedures for the Hearing Examiner.

Greg Hoeksema – 9105 Peacock Hill Avenue. Dr. Hoeksema voiced his concerns about changing the DRB to a recommending body. He said that the Hearing Examiner is an attorney who considers the technical and legal aspects of a variance and may not have a vested interest in the results of a decision. He said that the DRB is comprised on members of the community who have a vested interest in maintaining the ambiance of Gig Harbor. He urged Council to strike this amendment to the ordinance. He said that his legal counsel has advised him that there is opportunity for communication between an applicant and the DRB. He added that with the construction of the bridge, more money and interest will be flowing into Gig Harbor, which reinforces the need to maintain architectural control of construction of the downtown historic areas.

Councilmember Dick explained that the reason for the amendment is to avoid the limitation of a single public hearing and to work around the 120-day limitation to process an application. Carol Morris, Legal Counsel, agreed with this, and further defined the process currently in place. She explained that the amendments allow the DRB to hold a public meeting to obtain information from the applicants; they then will make a recommendation that can be considered by the Hearing Examiner in an open, public hearing. This allows the communication that the DRB desires, in a forum that allows

them to take as much time and obtain as much information as they want to make a decision.

Dr. Hoeksema said that it was the city attorney's interpretation that forbids the exchange of information, and other city attorneys don't agree with this interpretation. He said that it is worth taking the extra time to preserve the beautiful village.

Councilmember Dick stressed that the city is still bound to the requirement to make a decision within the 120-day limitation resulting from regulatory reform. Councilmember Owel said that she shared some of Dr. Hoeksema's concerns, but the process issues need to be taken up with the State Legislature.

Dr. Hoeksema invited Council to seek outside legal counsel in interpreting of how this process can better work before making the proposed amendments. He said that he is unsettled by the changes he has seen in Gig Harbor in the two years that he has lived here and that the Design Review process is part of the reason that he moved here and invested in a beautiful home on the waterfront.

Steve Osguthorpe added that under the proposed changes, property owners within 300 feet would be notified of a project under Design Review. This currently is not required, and it would give an opportunity for the neighbors to comment on a project.

Dave Morris – Mr. Morris voiced concern with projects in the city's Urban Growth Area. He said that he would like to see amendments would allow more time and attention to interface with the applicant and the city to avoid confusion. He recommended that the city and county staff meet to determine clearly which jurisdiction has the lead on a project to streamline the process.

Steve Osguthorpe explained that the city is aware of the challenges and is currently working toward making the process easier. He said that city recently held a permit processing workshop and the issue of projects that must meet dual guidelines was discussed.

Steve continued to say that he discussed concerns with the term "Design Allowances" with Carol Morris. They determined that this is confusing and recommended that the text be amended to read "Design Review Criteria" for clarification.

The public hearing was closed at 7:47 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of July 28, 2003.
2. Correspondence / Proclamations: Letter from AWC.
3. Vernhardson Street Pedestrian Improvement Project – Bid Award.

4. Vernhardson Street Pedestrian Improvement Project - Construction Survey Services.
5. Vernhardson Street Pedestrian Improvement Project – Geotechnical Materials Testing.
6. Grandview Forest Park Tank Repainting Project – Inspection Services.
7. Building Size Analysis - Consultant Services Contract.
8. 56th / Pt. Fosdick Drive Project – Consultant Services Contract Amendment No. 1.
9. 56th / Olympic Drive Project – Agreement for Dedication of Right of Way and Wetland Easement.
10. Pay Rate for Lateral Hire Police Officer.
11. Liquor License Application: Judson Street Café.
12. Approval of Payment of Bills for July 28, 2003.
Checks #40831 through #40946 in the amount of \$437,224.88.
13. Approval of Payroll for the month of July:
Checks #2664 through #2736 and direct deposits entries in the amount of \$254,881.23.

Councilmember Ekberg asked to amend to the minutes to reflect the correct vote on the Uddenberg Rezone.

MOTION: Move to approve the consent agenda with amendments to the minutes as discussed.
Picinich / Ruffo – unanimously approved.

OLD BUSINESS:

1. Response to Nerin Letter. Mark Hoppen, City Administrator, explained that he had responded to the letter at the Mayor's request. He added that the response is lengthy and had been included in the Council Packet and on the back table for review.

2. Resolution - Adopting the Development Agreement with Olympic Property Group. John Vodopich presented this resolution to adopt the Development Agreement that had been the subject of two public hearings and offered to answer questions.

John addressed Councilmember Young's questions regarding the height of the buildings and whether these amendments would preclude underground parking garages.

MOTION: Move to adopt Resolution No. 613 adopting the Development Agreement with Olympic Property Group.
Picinich / Ekberg – unanimously approved.

3. Continued Second Reading of Ordinance - Annual Comprehensive Plan Amendments. John Vodopich gave an overview of the process that this ordinance has been through to amend the city's Comprehensive Plan. He explained that final draft of

the ordinance reflects the action taken at the last meeting, and that three additional actions were required before final adoption of the amendments.

MOTION: Move to approve the amended Comprehensive Plan amendment application #02-01R, Olympic Property Group.
Picinich / Ekberg –

Councilmember Young gave an explanation of the reasons he both supported and had concerns with this application.

Councilmember Owel explained that she too had mixed feelings about expanding the commercial area, but with the construction of the bridge, the citizen's opinions and focus have changed. She added that she has heard a clear request for added services.

Councilmember Dick commented on the difficulty in keeping the small-town ambiance while supplying services. He added that the city has taken substantial steps to keep transportation issues at the forefront with the passing of the concurrency ordinance and voiced confidence in the review process to help avoid problems.

Mayor Wilbert interjected that she and Mark Hoppen were working with Pierce Transit for a "townaround" bus system to help address transportation issues.

RESTATED MOTION: Move to approve the amended Comprehensive Plan amendment application #02-01R, Olympic Property Group.
Picinich / Ekberg – unanimously approved.

MOTION: Move to approve the modified Planning Commission recommendation on the Comprehensive Plan amendment application #03-01.
Picinich / Dick – unanimously approved.

MOTION: Move to adopt Ordinance No. 933.
Picinich / Dick – unanimously approved.

4. Second Reading of Ordinance - LID 99-01 Final Assessment Roll. Dave Rodenbach, Finance Director, presented the second reading of the Final Assessment Roll for LID 99-01.

MOTION: Move the adoption of Ordinance No. 934.
Dick / Ekberg – unanimously approved.

5. Second Reading of Ordinance - Increasing Monthly Sewer Rates. Dave Rodenbach presented this second reading of an ordinance increasing monthly sewer rate. He said that he had updated information on other city rates for comparison. He said that the increase will fund the city's depreciation on the sewer utility system.

MOTION: Move to adopt Ordinance No. 935.
Ekberg / Picinich – unanimously approved.

6. Second Reading of Ordinance - Increasing Monthly Water Rates. Dave then presented the second reading increasing monthly water rates. He said that there were no changes from the last reading.

MOTION: Move to adopt Ordinance No. 936.
Dick / Picinich – unanimously approved.

7. Second Reading of Ordinance - Proposed Amendments to GHMC Chapter 17.72.030(F) – Parking Standards and 17.04.640 – Public Parking. Steve Osguthorpe gave a brief overview of this ordinance, clarified the difference in the two amendments and gave examples on when they apply.

MOTION: Move to adopt Ordinance No. 937.
Young / Dick –

Councilmember Ekberg offered an amendment to this motion to vote on the two amendments separately.

AMENDED MOTION: Move to delete Section One of the Ordinance, which reduces the amount of parking requirements for houses of worship.
Ekberg / Picinich –

Councilmember Ekberg voiced his concerns that because churches are allowed in R-1, the spill-over parking would negatively affect the neighbors and might allow for an increase in size of existing facilities due to the decreased parking requirements. Further discussion took place regarding the reduced parking requirements.

RESTATED AMENDMENT: Move to delete Section One of the Ordinance, which reduces the amount of parking requirements for houses of worship.
Ekberg / Picinich – a roll call vote was taken.

Ekberg – yes; Young – no; Owel – no; Dick – no; Picinich – yes.
The amendment failed 3 – 2.

ORIGINAL MOTION: Move to adopt Ordinance No. 937.
Young / Dick – unanimously approved.

8. Second Reading of Ordinance - Annexing Property Owned by the City (ANX 03-05). John Vodopich presented this ordinance to annex city-owned property behind the Masonic Lodge.

Joe Hoots – 2602 64th St. NW. Mr. Hoots said that the Masonic organization would be a good neighbor, and is in favor of positive things for the youth.

John Vodopich explained that one of the Parks Budget Objective is the creation of a BMX dirt track located behind the Masonic Temple.

Carl Peterson – 8404 40th Street. Mr. Peterson asked why the Masonic Temple had not been invited to join in the annexation. Councilmember Dick explained that the authority of a city to annex its own property must be done separately. He said that if the Masonic property would like to be annex, the city would be happy to entertain an application.

MOTION: Move to adopt Ordinance No. 938.
Young / Ekberg – unanimously approved.

9. Revised Legal Description - Hazen Annexation (ANX 03-02). John Vodopich explained that on June 23rd Council met with the applicants and took action to modify the annexation to include five additional parcels to prevent an irregular boundary. He recommended approval of the revised legal description reflecting these changes.

MOTION: Move to accept the correction to the legal description for the Hazen Annexation.
Dick / Picinich – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Amending Design Review Procedures – GHMC 17.98. This item was discussed during the public hearing earlier in the meeting, and Steve Osguthorpe said that he would incorporate the changes that had been discussed before the second reading. Councilmember Dick asked if it would be possible to have an applicant sign a waiver to the 120-day process and public hearing limits if they chose to go through the Design Review Process. Steve explained that applicants are currently required to sign a waiver to the 120-day limit, but that does not excuse the one, open public hearing limitation.

Carol Morris offered to put together a short memo addressing the state statutes before the next meeting.

Councilmember Young stressed that the law is extremely clear, but the process needs to be practical. The Design Review Board would like to encourage more to go through the process, but that won't happen until the process becomes easier.

2. First Reading of Ordinance - Amending Section 13.34.060 Utility Extensions. Carol Morris explained that this ordinance reinstates the condition that an applicant requesting outside utility extension sign an agreement not to protest annexation. She said that Councilmember Dick had recommended an amendment to add language that would grant the city irrevocable power of attorney to sign a petition for annexation property when the city chooses to do so.

Carol clarified that this agreement would be recorded and would run with the property. This will return at the next meeting for a second reading.

3. Notice of Intention - Northwest Gig Harbor Employment Center Annexation (ANX 03-04). John Vodopich explained that he had received a Notice of Intention to Commence Annexation for approximately 226 acres south of the Purdy Women's Correction Facility. He recommended setting a date of September 8, 2003 to meet with the initiating parties to commence annexation proceedings. He answered questions regarding the properties included in the request, adding that issues with a small area outside the Urban Growth Area should be resolved before the September 8th meeting.

MOTION: Move to set September 8th to meet with the initiating parties to commence annexation proceedings.
Young / Picinich – unanimously approved.

STAFF REPORTS:

Skatepark and BMX Use Profile. Mark Hoppen explained that Tyler Bergstrom and Aaron Jorgensen had requested City Council to consider allowing BMX bikes to share the skatepark, and gave an overview of the results of the data that had been gathered from other skateparks. He said that 80% of the skateparks in Washington have policies similar to the one in Gig Harbor. Mark continued to explain that that Bellingham and Ellensburg initially allowed BMX bikes, but later changed their policy stating that accidents and injury resulted as a result of the joint use. He said that Redmond had done a national sampling before determining not to allow BMX bikes to use their park. Mark shared that creating separate hours or days for skateboards and for BMX bikes would create a need for regular supervision. Councilmembers agreed that this is a safety issue.

PUBLIC COMMENT:

Robert Menzel – 3842 Snyder Lane. Mr. Menzel voiced concerns over the construction of the office building off Tarabochia.

Midi Everett – 3614 44th St. Ct. NW. Ms. Everett explained that she was before Council again after two years requesting that the city look into regulating bees within city limits. She said that both her husband and daughter are very allergic to bee stings, and her neighbor has sixteen bee boxes adjacent to her property, which have swarmed her back yard on more than one occasion. She said that her attempts in reasoning with the owner of the property have been to no avail.

Councilmembers recommended that staff bring back an ordinance that would address bees and other dangerous animals.

COUNCIL COMMENTS / MAYOR'S REPORT: None.

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

The City Attorney declared that an Executive Session was not needed at this time.

ADJOURN:

MOTION: Move to adjourn at 9:30 p.m.
Picinich / Dick – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 15
Disc #2 Tracks 1 – 9
Disc #3 Tracks 1 - 4



Gretchen Wilbert, Mayor



Molly Towslee, City Clerk

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 25, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:01 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS:

1. Six-Year Transportation Improvement Plan. The Mayor opened this public hearing at 7:02 p.m.

Steve Misiurak, City Engineer, introduced the transportation plan for years 2004-2009. He explained that project number one, Skansie Avenue Pedestrian Improvements, and number seven, 36th /Pt. Fosdick Interchange, were new additions to the list. He offered to answer questions on the projects.

No one signed up to speak and the Mayor closed the public hearing at 7:02 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of August 11, 2003.
2. Correspondence / Proclamations: a. Letter from City of Roy b. Citizens Against Litter c. Constitution Week d. National Payroll Week
3. Skansie Net Shed Roof Replacement.
4. Liquor License Renewals: Hy-lu-Hee-Hee; Olympic Village 76
5. Approval of Payment of Bills for August 25, 2003.
Checks #40946 through # in the amount of \$

Mayor Wilbert requested that item number five, approval of bills, be removed from the Consent Agenda until the figures become available. John Vodopich answered questions regarding the cost of the roof replacement for the Skansie Net Shed.

MOTION: Move to approve the consent agenda with the approval of bills removed.
Young / Ruffo – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Amending Design Review Procedures – GHMC 17.98. Steve Osguthorpe presented this second reading of an ordinance that amends the procedures for the design review process. He gave a brief history of the ordinance and offered to answer questions.

Councilmember Owel said that although this is an improvement, the amendments to the process did not fully address her concern that not all parties have equal access to the process. Steve explained that the requirement to send notice to the surrounding property owners of a project going before the Design Review Board should help.

Councilmember Dick discussed the type of information to be shared and at what point it is available. Steve said that he would get clarification from Carol Morris about parties of record. Councilmember Dick asked at what point the public is notified of staff's decision and/or the recommendation by the Design Review Board. Steve described the process, explaining that if the project meets the code requirements, it would not go to the DRB nor would there be notification made to the surrounding property owners. He addressed questions regarding the availability of permit information to the public, explaining that this information is available at the counter and on the website in the form of a project list.

Councilmember Owel stressed that her concern is a project that may have unexpected results. Steve explained that larger projects always go before the Hearing Examiner for site plan review or a conditional use so the property owners would be notified, but there may not be opportunity for public comment on the design if it is an administrative decision. He continued to explain that the public could always request information on a project. Steve addressed questions on how many items in the Design Review Manual are left up to interpretation. He said that the intent of the Design Review Manual is to avoid surprises to the applicant or to surrounding property owners, but admitted that there are sections in this document that need further amendments.

John Vodopich added that one step that has been taken to address these concerns is the notification of the surrounding property owners when a shoreline exemption, an administrative interpretation or an administrative variance is issued. He said that staff could amend Title 19 to include notification requirements for all Type II permits. Council agreed with this idea and encouraged staff to post information about recent decisions on the city website.

Councilmember Franich asked for clarification on number four, page ten of the ordinance. John explained that language had been omitted in error and staff would review the entire ordinance for necessary corrections.

Councilmember Franich said that he believed that the City Council should be making the decisions with advice from the city attorney rather than turning over the decision making to the Hearing Examiner. He discussed the letter from Carol Morris in response to the request from the last meeting. Councilmember Young explained the reasons for this recommendation from the city attorney is to protect the city from exposure to lawsuits due to incorrect comments and decisions by those who do not have the legal background to make them. Councilmember Franich continued to say that he believed that the Hearing Examiner was making arbitrary decisions based upon two recent decisions involving the Berger – Nelson and Pillars properties. It was discussed that the

reason that Council is a party of record to the Hearing Examiner's decisions is to allow for them to appeal a decision with which they disagree.

Councilmember Dick voiced concerns with the change in language on page 10; subsection 1 of 17.98.060(D) in which the word "reasonable" had been changed to "impracticable." Carol Morris will be asked to clarify this recommended change. After further discussion, Councilmember Ekberg made a motion to continue this to the next meeting.

MOTION: Move to continue the second reading of the ordinance to the next meeting.
Ekberg / Ruffo - unanimously approved.

2. Second Reading of Ordinance - Amending Section 13.34.060 Utility Extensions. John Vodopich presented this second reading of an ordinance that reinstates the condition that an applicant requesting outside utility extension sign an agreement not to protest annexation.

MOTION: Move to adopt Ordinance No. 939
Young / Ruffo - unanimously approved.

NEW BUSINESS:

1. Resolution – Adopting the Six-Year Transportation Improvement Plan. Steve Misiurak offered to answer questions. Councilmember Young asked if the Briarwood improvements could be moved up from it's 2005 design date. He said that his concern is that the completion of the 36th Interchange may turn this area into a short cut, jeopardizing pedestrian travel. Steve explained that it was a matter of what funds are available and how the budget process allocates these funds. He suggested that there may be traffic-calming steps that could be taken in the interim to address concerns.

MOTION: Move to adopt Resolution No. 614 adopting the Six-Year Transportation Improvement Plan.
Dick / Ruffo - unanimously approved.

Mayor Wilbert shared that there was a roundabout proposed for the intersection of 36th and Pt. Fosdick. Steve clarified that an agreement with the state had been reached to allocate \$330,000 toward the intersection improvements. He addressed Councilmember Franich's concerns about the decision for a roundabout at this location by explaining that an evaluation of this intersection had been budgeted and would be completed before any final decision was made.

2. Pump Station 3-A Settlement Agreement. John Vodopich presented this settlement agreement that resolves the dispute between Strider Construction and the City as to the amount of money to pay for all work and materials associated with the

project and to close out the project. He answered Council questions regarding issues surrounding payment of the contract.

MOTION: Move to approve the Release and Covenant Not To Sue with Strider Construction Co., Inc. and authorize the Mayor to execute the document on behalf of the City, and to authorize the City staff to make a final payment in the amount of \$20,408.59 to Strider Construction Co., Inc. and for Council formal acceptance of the Pump Station 3A project.
Young / Ekberg - unanimously approved.

3. Wilkinson Farmhouse and Garage Roof Replacement. John Vodopich explained that the recent inspection of the roof of the Wilkinson Farmhouse identified the need for replacement of the cedar shakes. He explained that the cedar shake roof reflects what is currently in place. He recommended approval of the contract with Cleo's Roofing.

MOTION: Move to authorize the award and execution of the contract for the Wilkinson Farm house and garage re-roofing to Cleo's Roofing as the lowest responsible respondent, for the bid amount of thirteen thousand one hundred four dollars and zero cents (\$13,104.00).
Young / Franich – unanimously approved.

STAFF REPORTS: None.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Franich first thanked Council and staff for their concern during his recent recovery from an accident. He then said that he wished to go on record to express his disappointment in Council's approval of the Comprehensive Plan Amendments increasing the commercial area in the Gig Harbor North area. He said that the Gig Harbor North zoning was relatively new, and that it hadn't been given enough time to determine its success before amendments were made. He referred to a quote in the newspaper regarding the fact that Gig Harbor was no longer the "Quiet, quaint fishing village" it once was known to be. He continued to say that it should be the goal of the city to preserve the very reasons that people come to visit and live here.

Councilmember Franich asked to be kept informed of recommendations that arise from the Mayor's Advisory Committees, referring to the suggested use of a roundabout at the intersection of 36th and Pt. Fosdick. Councilmember Dick explained that the reason for the committees is to focus information and to save time. John Vodopich suggested that all Councilmembers be issued an agenda of each committee meeting ahead of time.

Councilmember Franich asked for an update on the status to become a Certified Local Government. Steve Osguthorpe said that he had met with Lita Dawn Stanton to discuss

draft ordinances, and he would be bringing one to Council for consideration in the near future.

Councilmember Ruffo voiced concerns with the safety issue of persons driving the wrong way in the turn lanes on Pt. Fosdick. Steve Misiurak said that he had heard reports that this was a problem and signage could be placed prohibiting left hand turns in this area.

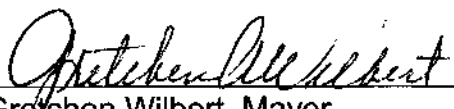
EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i).

Staff announced that due to the absence of the City Attorney, an Executive Session was not needed at this time.

ADJOURN:

MOTION: Move to adjourn at 8:31 p.m.
Franich / Ruffo – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 7



Gretchen Wilbert, Mayor



Molly Towslee, City Clerk

GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 8, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, and Mayor Wilbert. Councilmember Ruffo was absent.

CALL TO ORDER: 7:01 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 August 25, 2003.
2. Correspondence / Proclamations:
 - a. Letter from the Dept. of Transportation.
 - b. Letter from Washington Finance Officers Association.
3. Rental Agreement for Firearms Range Use – City of Bremerton.
4. Renewal of Copier Maintenance Agreements.
5. Grandview Forest Park Tank Repainting Project – Bid Award.
6. Approval of Payment of Bills for August 29, 2003.
Checks #40947 through #41095 in the amount of \$220,166.00.
7. Approval of Payment of Bills for September 8, 2003.
Checks #41096 through #41146 in the amount of \$108,934.84.
8. Approval of Payroll for the month of August.
Checks #2737 through #2806 and direct deposits in the amount of:
\$253,850.51.

John Vodopich asked that agenda item number 5, Grandview Forest Park Tank Repainting Project, be taken off the Consent Agenda due to bonding issues.

MOTION: Move to approve the consent agenda with the removal of the Grandview Forest Park Tank Repainting Project.
Picinich / Young – unanimously approved.

OLD BUSINESS:

1. Continuation of Second Reading of Ordinance – Amending Design Review Procedures – GHMC 17.98. Steve Osguthorpe, Planning / Building Manager, presented this second reading of an ordinance that amends the procedures for the design review process. He gave a brief history of the ordinance and answered questions regarding the changes.

Councilmember Franich said that he believes that the Design Review Board should be making the decisions rather than the Hearing Examiner and said that he would be voting against the amendments.

Carol Morris, City Attorney, explained that she drafted the ordinance with the intention of keeping the Design Review Board and City Council out of jeopardy of suit.

MOTION: Move to adopt Ordinance No. 940 as presented.
Ruffo / Picinich – six voted in favor. Councilmember Franich voted no.

2. Hazen Annexation (03-02) Setting Date for Public Hearing. John Vodopich, Community Development Director, explained that the next step in the annexation process was for Council to set a date for the public hearing.

Elaine Wagner – 1710 Harmon. Ms. Wagner spoke in favor of the annexation and asked for clarification for why the difference in road widths in the proposed annexation area. John Vodopich explained that this is a private easement and suggested that she contact to the Pierce County Assessor to view the plat maps.

MOTION: Move to set the public hearing date of October 13, 2003 for the consideration of the resolution for the Hazen Annexation.
Picinich / Ruffo - unanimously approved.

NEW BUSINESS:

1. Northwest Gig Harbor Employment Center Annexation (ANX 03-04) – Meeting with Initiators. John Vodopich presented this request for annexation of approximately 226 acres of property, explaining that this proposal was in process 2001 when the State Supreme Court invalidated the petition method for annexations. He addressed questions on the proposed zoning, city services, and the approval by Pierce County Boundary Review Board.

MOTION: Move to accept the notice on intent to commence annexation with the revised legal description and further authorize the circulation of a petition to annex the subject property contingent upon the required conditions.
Ruffo / Dick – unanimously approved.

2. Canterwood Division 12 Sewer Request. John Vodopich presented this request for 71 ERUs of sewer and Step System Agreement for an area included in ULID No. 3. He requested two separate motions to adopt the Utility Extension Agreement and a Step System Management Agreement.

MOTION: Move to approve the Utility Extension.
Ruffo / Picinich – unanimously approved.

MOTION: Move to approve the Step System Management Agreement with Canterwood Division 12.
Picinich / Ruffo – unanimously approved.

3. First Reading of Ordinance – Utility Rate Reduction for Low Income Seniors. David Rodenbach, Finance Director, presented this two-part ordinance designed to allow a rate reduction for qualified low-income seniors, and establishes an average payment plan.

Staff answered questions regarding income levels and how the calculation was formulated. Council asked about the reason for two different classes of low-income citizens. Carol explained this was drafted this way to allow more flexibility. Council requested that the ordinance be amended to only have one category, low-income seniors. They also requested a breakdown on age and low-income percentages in the area. This will return at the next meeting for a second reading.

STAFF REPORTS:

GHPD – July Stats. No verbal report given.

PUBLIC COMMENT:

Doug Tenzler – Gig Harbor Sportsman’s Club. Mr. Tenzler read a prepared statement asking for Council consideration to exempt the club from the requirements in Ordinance No. 926 until they can relocate to a new location in approximately one and one-half years. He began to discuss litigation efforts and was asked by city attorney, Carol Morris, to confine his comments to the request for Council consideration and not to refer to litigation.

Mr. Tenzler continued, and requested an time extension for compliance with the ordinance. Councilmember Ruffo recommended that the club advise their attorney to contact the city attorney to discuss these issues.

Joe Wilcheck, President and CEO of Franciscan Health System. Mr. Wilcheck explained that he was present with Dr. Michael Newcomb, Senior Vice-president of Medical Affairs, and Laurie Nichols, Senior Vice-president for Strategic Planning, to give an update on the efforts to build a community hospital in Gig Harbor. He said the decision to build here is based on the need to improve the health care for the residents of the south sound and gave an overview of the studies that led to the decision to go forward.

Dr. Michael Newcomb. Dr. Newcomb explained that the Greater Peninsula is the second largest population base in the state without critical care facility. He stressed that in any emergency, time is critical, and a new hospital would have a 24-hour emergency department to provide critical life-saving services.

Laurie Nichols. Ms. Nichols discussed the criteria that led to the selection for the site in the Gig Harbor North area. She explained that the location is central to both Gig Harbor and south Kitsap County residents and allows for a 50-year growth plan. She discussed access, financial concerns, and the proximity to residential and commercial areas. Mr. Wilcheck addressed the concerns about the choice of location and water availability.

He explained that they have considered the Point Fosdick site, but they couldn't make the investment in this area. He said that this community is large enough to support two medical centers. He added that they do plan on placing a kidney dialysis facility in the Point Fosdick area.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert reminded everyone of the upcoming second anniversary of the 9-11 tragedy.

Councilmember Dick stressed that he relies upon the accuracy of the information that he is given by staff when amendments are made. He asked that this effort remain consistent. Steve Osguthorpe explained that we would be obtaining the code in electronic format and that would help to eliminate discrepancies.

Councilmember Owel said that she and Steve Osguthorpe were planning on attending a hearing in Olympia on gambling zoning on September 19th. She offered to bring back a report with the results of the hearing.

ANNOUNCEMENT OF OTHER MEETINGS:

Council Retreat – Monday, September 15th at the Gig Harbor Civic Center – 12:00 p.m. until 5:00 p.m.

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

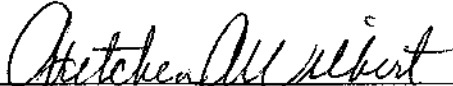
MOTION: Move to adjourn to Executive Session for approximately five minutes at 8:32 p.m. for the purpose of discussion pending litigation.
Franich / Owel - unanimously approved.

MOTION: Move to return to regular session at 8:38 p.m.
Ekberg / Ruffo – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:38 p.m.
Ekberg / Franich – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 11
Disc #2 Track 1



Gretchen Wilbert, Mayor



Molly Towsee, City Clerk

GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 22, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Dick, Picinich, and Mayor Wilbert. Councilmembers Owel and Ruffo were absent.

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE

SWEARING IN CEREMONY: Chief of Police Mitch Barker gave a brief overview of the Reserve Officer program and introduced Reserve Officer Christopher Langhelm. Mayor Wilbert performed the swearing in ceremony for Officer Langhelm.

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 September 8, 2003.
2. Short Term Use Agreement – Bremerton Motorsports Park.
3. Postage Meter Agreement.
4. Garage Door Openers at City Shop – Contract Authorization.
5. WWTP Plant Upgrades – Amendment No. 1.
6. West Side Park Survey.
7. Parcel Acquisition.
8. Grandview Forest Park Tank Repainting Project.
9. Wilkinson Farm Park Survey.
10. Franklin / Prentice Street Improvement Project – Amendment No. 1.
11. Special Occasion Liquor License Approval – St. Nicholas Knights of Columbus.
12. Approval of Payment of Bills for September 22, 2003.

Checks #41147 through #41292 in the amount of \$257,722.00.

MOTION: Move to approve the consent agenda as presented.
Ekberg / Young – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Utility Rate Reduction for Low Income Seniors.
David Rodenbach, Finance Director, presented this second reading of an ordinance designed to allow a rate reduction for qualified low-income seniors, and establishes an average payment plan. He explained that adjustments had been made to the ordinance from the first reading to clarify the language and to limit its application to seniors over 62 years of age. He gave an overview of the program and addressed questions regarding deferred payment, interest accrual, and the number of households that may qualify.

MOTION: Move to adopt Ordinance No. 941 as presented.
Dick / Picinich –

Councilmember Franich voiced concern regarding calculation of the annual disposable income. He recommended exclusion of capital gains from this calculation. Councilmembers discussed this concern.

Councilmember Franich suggested an amendment to the motion regarding waiver of connection fees. Council discussed the difference between utility connections for new construction versus for the customer who finds it necessary to connect an existing structure.

AMENDED MOTION: Move to amend the original motion adopting Ordinance No. 941 by eliminating the second whereas paragraph, and the language in subsection C on page 2, and language in subsection D that refers to the collection of connection fees.
Franich / Picinich – a roll call vote was taken.

Ekberg – no; Young – no; Franich – yes; Dick – no; Picinich – yes.
The motion failed, three to two.

RESTATED MOTION: Move to adopt Ordinance No. 941 as presented.
Dick / Picinich – unanimously approved.

NEW BUSINESS:

1. Skansie Net Shed, House and Garage Painting Project. John Vodopich presented this contract to repaint the Skansie shed, house and garage. He answered questions on the significance in difference in the bid price and bonding concerns. Councilmembers also discussed the merits of painting the structures as opposed to leaving them alone. It was determined that painting would stop further deterioration of the wooden structures.

MOTION: Move to authorize the award and execution of the contract for the Skansie net shed, house, and garage painting to Metropolitan Coatings LLC in the amount of fourteen thousand six hundred seventy-seven dollars and thirty-six cents (\$14,677.36).
Picinich / Dick – unanimously approved.

2. Olympic / Hollycroft Feasibility Study. John Vodopich explained that staff was requested to investigate options for improvements to the intersection of Olympic Drive and Hollycroft by the Public Works Committee,. The feasibility study explores the option for a roundabout at this site. Councilmembers and staff discussed the placement of more roundabouts in the city.

MOTION: Move to authorize execution of the Consultant Services Contract with Skillings-Connolly, Inc. for a feasibility study in the amount not to exceed (\$17,958.51).
Dick / Picinich – unanimously approved.

3. Resolution – Rust Street Vacation. John Vodopich explained that the city received a request to vacate a portion of Rust Street adjacent to the Sorensen property. He explained that the first step in the process is to set a date for a public hearing to consider the petition. He recommended a date of Monday, October 13th be set as the date.

Sherrie Bonsell, 9608 Jacobson Lane, Gig Harbor, WA. Ms. Bonsell asked whether the city had any interest in public access to the property on Rust Street. Mark Hoppen explained that there is no legal interest.

MOTION: Move to adopt Resolution No. 615 as presented.
Young / Picinich – unanimously approved.

4. First Reading of Ordinance – Latecomer Agreements. John Vodopich presented this agreement regarding the collection of latecomers' agreements. He explained that this codifies the state statutes and incorporates a formal process to provide for the authorization of these agreements. This will return for a second reading at the next meeting.

5. Dedication of Trail – Plat of Mallards' Landing. John Vodopich explained that one condition of approval of the Concomitant Agreement for the Tallman Annexation and condition of approval for the plat of Mallard's Landing provided for the creation of a trail system throughout the property and that the improvements be dedicated to the city. The city attorney recommended that this be accomplished through a Bill of Sale with no funds exchanging hands.

Scott Wagner, PO Box 492, Gig Harbor. Mr. Wagner asked whether the intent was for the city to own the property because he thought it was originally set up as an easement. Councilmember Dick explained that the easement has already been conveyed, and that the Bill of Sale is for the improvements on the easement to show that there are no encumbrances. Mr. Wagner commended staff members Rob White, Dave Brereton, and Pat lolavera for their flexibility and time spent on this eight-year process. He added that the members of the Tallman Family are excited about the possibility of a formal dedication ceremony.

The Mayor praised the efforts and said that a dedication ceremony would be scheduled. Councilmember Ekberg echoed the Mayor's comments.

MOTION: Move to approve the Bill of Sale as presented.
Picinich / Ekberg – unanimously approved.

STAFF REPORTS:

GHPD – August Stats. No verbal report given as stats, but Chief Barker noted that the Gig Harbor Police Department made public today the investigative file on the Brame case.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Young reminded fellow Councilmembers and staff of the upcoming Regional AWC Conference on October 22, 2003.


ANNOUNCEMENT OF OTHER MEETINGS:

Budget Worksessions: November 3rd and 4th, 6:30 p.m.

ADJOURN:

MOTION: Move to adjourn at 8:02 p.m.
Picinich / Ekberg – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 13



Gretchen Wilbert, Mayor



Molly Towslee, City Clerk

GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 13, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING: Hazen Annexation Request.

Mayor Wilbert opened the public hearing at 7:05 p.m. John Vodopich, Community Development Director, presented this proposed annexation of property located east of Soundview Drive and north of 64th Street. He explained that Council met with the Hazens in June 23rd of this year and made recommendations to modify the boundaries of the annexation area. Council then approved the modified legal description in August and authorized the circulation of the petition for annexation. The petition was subsequently certified by the Pierce County Office of the Assessor-Treasurer and Pierce County Auditor as being legally sufficient. John added that Council should have received several pieces of correspondence regarding the annexation and gave an overview of the content of the mail. He added that this morning, he received an additional notice of intent to commence annexation proceedings for property adjacent to the Hazen Annexation. He explained that Council had the option to accept the petition as presented or decide to modify the boundaries to include the newly proposed annexation. He cautioned that this would start the process over.

Councilmember Ruffo asked if the citizen with a new septic system would be allowed to continue its use, or would be required to hook up to the city sewer system. John explained that the code provides for working septic systems, and although it doesn't specifically address newly annexed areas, it states that within 120 days of notice from the city, the property owners within 200 feet are required to hook up. He added that the ordinance speaks to city installed and city paid for utilities. The provision may not apply in this case because the cost of the sewer system would be paid by the developer. He said that an alternative would be for Council to direct staff to not send out the notice.

Mark Hoppen, City Administrator, explained that over a decade ago, Council made a motion to not require newly annexed properties to hook up to the city system. He asked clarification of this policy.

Ron Hardy – 6520 27th Ave NW. Mr. Hardy said that he is part owner in two parcels in the proposed annexation. He asked about notification requirements, explaining that he had not received anything about the public hearing. John Vodopich said that all property owners within 300 feet of the property had been sent notification. Mr. Hardy gave a history of previous annexation efforts and how he hired a hydraulic engineer to address concerns of surface water run-off. He said that at the time, the engineer faulted

the County for allowing homes to be built on that hillside because of the drainage issues. Mr. Hardy explained that 27 years ago he drafted an easement to prevent the running of utilities through the greenbelt and causing water damage to his property. He continued to discuss other damage in that area caused by surface-water runoff and the potential for future damage. Mr. Hardy said that he has no plan to grant an easement for the continuation of the sewer line.

John Vodopich explained that in accordance to state statute, notice had been posted in three conspicuous places on the property and legal notice was published twice in the Gateway. He located Mr. Hardy's name and address on the affidavit of mailing for the notice that was sent to property owners within 300 feet of the proposed annexation on September 25th.

Gary Kucinski – 6650 Cascade Avenue. Mr. Kucinski said that he owns the last lot on the west side of Cascade Avenue. He voiced his concern that if the sewer that terminates at the end of Cascade is extended to the newly annexed area, it would damage his aggregate driveway. He said he would like assurance that these improvements would be restored. He then asked if there had been any pre-annexation zoning discussions for this proposal and when construction of the sewer-line extension could be expected.

John Vodopich explained that the petition stipulates that the area would be a R-1 zoning. He then said that the Sewer Comprehensive Plan had been amended to allow the extension of this sewer line through to 64th Street, adding that the Hazen's had shown an interest in subdividing the property, but it would be up to the developers to obtain any necessary easements to continue the sewer line. John said that there is no time frame for the construction of a line. In answer to Mr. Kucinski's concern with replacement of his driveway, John asked if he had obtained the proper encroachment permits for construction of the improvements. Mr. Kucinski explained that the city had approved the building plans showing the improvements. John said that the contractor would be required to restore his driveway improvements.

Dan Bailey – 6421 27th Ave. NW. Dr. Bailey explained that the hillsides located on the high-bank waterfront properties directly below the proposed annexation area are sloughing. He said that he too had hired a hydraulic engineer and consulted with Pierce County to check the surface water drainage. His major concern with development of the proposed annexed property is how the runoff of the surface water will be handled.

He said that he had organized the neighbors on the high bank who are interested in an annexation effort. He said that the properties are outlined in the letter that had been distributed to Council. He explained that he is not opposed to the annexation as long as the city takes responsibility to protect the high bank from surface water runoff.

John Vodopich said that the city's stormwater guidelines are more restrictive than those of Pierce County.

Linda Hazen – 2811 64th Street. Ms. Hazen said she wanted to address some misinformation. She said that she met with neighbors of Dr. Bailey to explain that if they request to be added to this annexation proposal, it will delay the process several months. She said that she offered to help them in any way possible to move forward with their own, separate process. Ms. Hazen said that there seems to be a negative feeling surrounding the sale of their property. She gave a brief overview of process that led to the decision to sell part of their property to cover the cost of the extension of the sewer line. Councilmember Ruffo asked if the issue of easements had been explored. Ms. Hazen said that they have spoken with the Carlson's, owners of the greenbelt who are willing to grant the easement.

Mike Shipman – 6516 27th Ave. Mr. Shipman said he lives just below the Hazen property and is the proud owner of the Glenden Biosystem, which cost \$18,000 when he built his house five years ago. He spoke in support of the annexation, adding that he has the same concerns with surface water runoff. Mr. Shipman said that he would be willing to support the effort for a sewer system as it is the right thing to do.

Janie Michaelson 6511 27th Ave NW. Ms. Michaelson said she wanted clarify that those property owners recently organized to annex do not wish to delay the Hazen Annexation. She explained that when the neighbors saw that the Hazen Annexation would split 27th down the middle, they decided to consider their own annexation petition. She said there was some miscommunication regarding submitting the paperwork by this evening.

Ron Hardy. Mr. Hardy said that because the neither the city nor the county have a definition of a greenbelt, it is up to the person that writes the greenbelt to determine its use. He said that when he wrote the greenbelt, it was not intended for a utility easement. He stressed that at the 20-30 foot depth required to install the line, it would take the entire width of the easement. He said that during the last annexation effort, representatives from the city and county were present when his hydraulic engineer recommended that the city or the developer accept full responsibility for the damages incurred to Mr. Hardy's property if a utility line was placed in the easement. Mr. Hardy said that neither the county nor the city was willing to sign such an agreement.

Charles Knowles. Mr. Knowles asked how this annexation would affect the domestic water supply. Mark Hoppen explained that nothing would change.

Linda Hazen. Ms. Hazen apologized to Janie Michaelson for the misunderstanding.

There were no further comments and the Mayor closed the public hearing at 7:57 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of September 22, 2003.
2. Correspondence / Proclamations: a. Emergency Preparedness b. QwestDex.

3. Liquor License Renewals; Maritime Mart, JT's Original BBQ, Finholm's Market, Gig Harbor Chevron.
4. Approval of Payment of Bills for October 13, 2003.
Checks #41293 through #41480 in the amount of \$428,196.31.
5. Approval of Payroll for the month of September.
Checks #2807 through #2865 and direct deposits in the amount of:
\$247,802.62.

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

OLD BUSINESS:

1. Resolution – Hazen Annexation (03-02). John Vodopich explained that the resolution would accept the annexation petition as proposed. He said that Council could propose a geographic amendment to the boundary, which would start the process over.

MOTION: Move to adopt Resolution No. 616 accepting the annexation petition for the Hazen Annexation (ANX 03-02) and further refer it to the Pierce County Boundary Review Board for consideration.

Councilmember Franich asked if it would be appropriate to make a motion that clarifies that property owners in newly annexed areas would not be required to hook up to city services. Mark said that a motion to direct staff to return with a resolution for consideration would be sufficient.

Councilmember Young commented that it appears that most people are not opposed to the annexation, but development of the property. He added that this would be handled in a different forum. He said that he saw no reason to deny the application.

Councilmember Ruffo said he was concerned with Mr. Hardy's comments regarding the impact of extending the utility line and the impact on his property. John Vodopich explained that even though it would be a developer-funded improvement, any utility installation would have to comply with the city's Public Works Standards and be subject to city inspection.

Councilmember Dick said that he too shared concerns regarding the stormwater, but agreed with Councilmember Young that the problem would be better mitigated by following city standards. He reinforced that the decision before Council is not for development, but for annexation of the properties. John Vodopich added that the developer would be required to submit geotechnical information.

RESTATED MOTION: Move to adopt Resolution No. 616 accepting the annexation petition for the Hazen Annexation (ANX 03-02) and further refer it to the Pierce County Boundary Review Board for consideration.

Dick / Ekberg – unanimously approved.

MOTION: Move to direct staff to bring a resolution for consideration that will address newly annexed property and the requirement to connect to city services.
Franich / Ruffo – unanimously approved.

2. Second Reading of Ordinance – Latecomer Agreements. John Vodopich presented this agreement regarding the collection of latecomers' agreements. He explained that the City may contract with owners of real estate for the construction of certain utility facilities within City limits or within ten miles of the City's corporate limits, to connect such facilities to the public water or sewer system and serve the area in which the real estate is located. He recommended that this ordinance be adopted to incorporate a formal process for the approval of such contracts, or latecomer agreements in the City's code.

MOTION: Move to adopt Ordinance No. 942 as presented.
Picinich / Ruffo - unanimously approved.

NEW BUSINESS:

Mayor Wilbert explained that Councilmember Young requested that agenda item number one under New Business, Nomination to Growth Management and Transportation Policy Board, be pulled from the agenda as the nomination comes from the Pierce County Regional Council, not the Gig Harbor City Council.

1. First Reading of Ordinance – Vacation of Rust Street – Sorensen. John Vodopich presented this request by the Sorensen's to vacate a portion of Rust Street, which is part of the Artena Plat. This portion of Rust Street was platted in Pierce County in 1891 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The city's ability to open this portion of Rust Street is barred by lapse of time and the city has no interest in the street. In order to ensure that this portion of Rust Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the city vacate the street. This ordinance will return for a second reading at the next meeting.

3. Sanitary Sewer Facilities Maintenance Agreement – Horizon West. John Vodopich explained that a condition of approval of the Utility Extension Agreement for the plat of Horizon West is to execute a Maintenance Agreement for sewer service. This agreement will ensure the system will be constructed, operated and maintained in accordance with the approved plans and all applicable rules and regulations. The city will not be responsible for the operation and maintenance of this system.

MOTION: Move to approve the Sanitary Sewer Facilities Maintenance Agreement with Horizon West.
Picinich / Ekberg – unanimously approved.

4. Extension of Closing Date – Hific Six Associates. Mark Hoppen, City Administrator, explained that due to wetlands assessment currently in progress, the closing date to the purchase and sales agreement with Hific Six Associates needs to be extended to October 30. The closing date extension was signed in order to fix the date and retain the terms of the purchase and sale agreement, but requires Council ratification.

MOTION: Move to approve the extension of the closing date to the purchase and sale agreement with Hific Six Associates to October 30th.
Ruffo / Picinich - unanimously approved.

5. 36th / Point Fosdick Agreement for Intersection Improvements. John Vodopich explained that the settlement agreement between the City and the State requires the Washington State Department of Transportation (WSDOT) to construct an exclusive left turn lane for southbound or eastbound travel from Point Fosdick Drive to 36th Avenue, installation of a traffic signal when traffic signal warrants are met, and the acquisition of right of way for the left turn lane. He said that completion of the improvements is required prior to the opening of the new Tacoma Narrows Bridge. It was the unanimous consensus of the Public Works Committee to make recommendation to the City Council to proceed with the construction of a modern day roundabout at this intersection.

Under the terms of this agreement, the originally proposed left turn and signal intersection improvements and right of way acquisition will not be completed by the State. In consideration for this deferral, the City will now be the lead agency responsible for the design, right of way acquisition, SEPA, construction, and inspection of the roundabout at this intersection. In consideration of this change, the City will receive a lump sum payment of three hundred and thirty thousand dollars (\$330,000.00) from WSDOT. This agreement further stipulates if the City does not award a contract for construction of a roundabout on or before September 5, 2005, the City shall return the money to WSDOT, unless the parties agree to extend this deadline through a supplemental agreement.

Councilmember Franich indicated that he doesn't support the agreement because it limits the options to a roundabout.

Mark Hoppen gave a history of the process, explaining that this intersection was not subject to mitigation. However, after negotiation, the Department of Transportation was convinced to assist in improvements. He continued to explain that the use of a traffic light works when there is equal traffic coming from all directions, but in the case of this particular intersection, the roundabout is a superior design.

Councilmember Owel asked if a roundabout would be sufficient to address the traffic problem. Mark answered that engineers from three jurisdictions all agreed that this would be the best solution.

Councilmember Young praised the efforts of Steve Misiurak for negotiating the \$330,000. He added that there is no scientific reason for WSDOT or Pierce County to contribute to improvements at this intersection.

Councilmember Dick explained that rather than waiting for the city to come back to ask for money later, WSDOT decided to participate now. He added that Pierce County is also willing to help, and the amount of money being offered will allow a solution that will also accommodate the traffic if 36th is extended.

Walt Smith – 19216 Vaughn. Mr. Smith explained that he was a previous property owner on the Westside, and has watched the traffic increase. He said that he salutes the city for going forward to gather the funds. He urged Council to go one step further and extend 36th, which would give the Point Fosdick area a “back door.” He explained that a citizens group appointed by the County Commissioner to make recommendations for that area overwhelmingly voted for the extension of 36th, but the plans were subsequently shot down. Mr. Smith, speaking on a previous agenda item, complimented city staff for their cooperation during the process for the Horizon West Facilities Maintenance Agreement.

MOTION: Move to authorize the Mayor to sign the approval of the 36th/Point Fosdick Agreement for Intersection Improvements with the Washington State Department of Transportation as presented.
Ruffo / Picinich - five voted in favor. Councilmembers Franich and Owel voted against the motion.

STAFF REPORTS:

John Vodopich, Community Development Director - Park Signage. John explained that City staff would like to purchase and install new park signs at the Skansie, Donkey Creek and Jerisich parks. Funds are available within the Park budget for these purchases. Mark Hoppen gave a history of the signage and the choice to work with Toby signs. He said that in the future, staff would seek additional bids.

PUBLIC COMMENT:

Julie Tappero, 15221 14th Ave. Ms. Tappero explained that she is the new President of the Chamber of Commerce and introduced Kim Hails, the Executive Director. She praised the efforts by Council to maintain Gig Harbor as a good place to be in business and offered to partner with the city on any upcoming issues or challenges. She said that the Chamber has a great relationship with Mark Hoppen, Mayor Wilbert and Laureen Lund.

Mayor Wilbert said that she would like to involve the Chamber in the city's efforts to develop a Town Around Bus system.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Owel asked for an update on the progress for the ordinance on dangerous animals. Mark Hoppen explained that two drafts had been developed. Carol

Morris said that she and Steve Osguthorpe were reviewing the documents and an ordinance would be brought to Council in the near future.

Councilmember Franich inquired about the Certified Local Government process. Mark Hoppen explained that Steve Osguthorpe met with representatives of the CLG and has forwarded a draft ordinance to Carol for review.

Mayor Wilbert asked for assistance from the Chamber of Commerce to get the word out to the local businesses regarding an upcoming Emergency Preparedness for Businesses meeting. Ms. Hails said that the notice had already been distributed.

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


MOTION: Move to adjourn to Executive Session for approximately five minutes at 8:30 p.m. for the purpose of discussion pending litigation.
Picinich / Ruffo - unanimously approved.

MOTION: Move to return to regular session at 8: 35 p.m.
Ruffo / Franich – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:36 p.m.
Ruffo / Young – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 21.
Disc #2 Tracks 1 – 4.



Gretchen Wilbert, Mayor



Molly Towslee, City Clerk

GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 27, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE

SWEARING IN CEREMONY: Reserve Officers Lori Myers and Shauna Goller.

Chief Mitch Barker, assisted by Officer Dan Welch, presented a short video of the two new reserve officers during pepper-spray training. Mayor Wilbert performed the swearing in ceremony and then invited the families up for introduction.

PUBLIC HEARING: 2004 General Fund Revenue Sources.

Mark Hoppen, City Administrator, explained that Chapter 351 of RCW 84.55.120, requires a public hearing on revenue sources for the next year's general fund budget.

Mayor Wilbert opened the public hearing at 7:14 p.m. No one came forward to speak, and the hearing closed at 7:15 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of October 13, 2003.
2. Correspondence / Proclamations:
 - a. World Cultural Interaction Day – Takuma, Japan.
 - b. World Cultural Interaction Day – Beijing, China.
 - c. Trick or Treat for Unicef Week.
3. Interlocal Mutual Aid Agreement for Traffic Safety Emphasis Patrols.
4. Cushman Trailhead Boundary and Topographic Survey.
5. Borgen Boulevard Roundabout – Ohio Casualty Group, Release of All Claims.
6. Approval of Payment of Bills for October 27, 2003.
Checks #41481 through #41603 in the amount of \$331,020.70.

Councilmember Franich asked that item number three be moved to new business for discussion. Mayor Wilbert gave a brief description of the three proclamations before asking for a vote to approve the amended consent agenda.

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

OLD BUSINESS:

1. Second Reading of Ordinance – Vacation of Rust Street – Sorensen John Vodopich, Community Development Director, presented the second reading of an ordinance for the vacation of a portion of Rust Street.

MOTION: Move to adopt Ordinance No. 943, vacating a portion of Rust Street.
Dick / Picinich – unanimously approved.

2. Revised Legal Description – North Donkey Creek Annexation (ANX 03-03). John Vodopich explained that the City Council met with the initiators of the annexation on July 28th. At that time, Council accepted the notice of intention subject to the modification of the legal description and map to reflect the removal of the parcel owned by Tacoma Power. The revised legal description and map was sent to the Pierce County Boundary Review Board for review and comment. John recommended that Council accept the corrected legal description as recommended by Pierce County.

MOTION: Move to accept the corrected legal description for the North Donkey Creek Annexation as recommended by Pierce County.
Picinich / Ruffo – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – 2003 Property Tax Levy. Mark Hoppen presented this ordinance setting the 2003 property tax levy for collection in 2004. He explained that this represents a 1% property tax increase over the current levy. Seventy-five percent of the fund goes towards streets and twenty-five goes into the General Fund. This will return for a second reading at the next meeting.

2. 36th Street / Point Fosdick intersection Improvement Project – Phase I. John Vodopich explained that a budgeted objective for 2003 included planning for improvements to the intersection at 36th and Point Fosdick. He answered Council's questions regarding the completion dates for the two phases of construction.

MOTION: Move to approve the execution of the Consultant Services Contract with HDR Engineering, Inc. in an amount not to exceed \$21,855.80.
Dick / Ruffo – unanimously approved.

3. Interlocal Mutual Aid Agreement for Traffic Safety Emphasis Patrols. Chief Barker explained that this contract is the same as the past several years to participate in the Pierce County's traffic emphasis patrol primarily focused on DUIs. He explained that once a month participating agencies saturate a particular area with patrol officers in an attempt to deal with unsafe driving. He said that Carol Morris has concerns with certain language in the contract and her comments were forwarded to Councilmembers before the meeting.

Chief Barker addressed Council's concerns about the comments from the City Attorney. Councilmembers discussed the liability issues surrounding the officer's participation in the process.

MOTION: Move to authorize the Mayor to approve the Interlocal Mutual Aid Agreement for Traffic Safety Emphasis Patrols.
Ruffo / Dick – six voted in favor. Councilmember Franich voted no.

STAFF REPORTS:

1. David Rodenbach, Finance Director – 3rd Quarter Financial Report. In David's absence, Mark Hoppen reported that there are no surprises in the report. Councilmember Young commented that the General Fund Revenues are well ahead of the Tax Revenue base and asked for the reason. Mark said that he would review the information and get back with an answer.

2. GHPD – September Stats. Chief Barker said that he didn't have anything to add to the written report and offered to answer questions.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert discussed the city newsletter that was sent to all citizens, which included information on the upcoming Neighborhood Emergency Preparedness meetings. She encouraged members of the audience to attend one of the meetings.

PUBLIC COMMENT:

Charlene Sandoval – 8033 Bayridge Avenue. Ms. Sandoval passed out pictures from her property and information from other cities regarding the issue of trees growing up and blocking views. She read a statement regarding the loss of the view on their property over the past 2-1/2 years. She said that the neighbor is unwilling to maintain the scrub alders and vine maples that are growing up and blocking the view. Ms. Sandoval discussed how this is affecting the property values of homes, adding that the neighbors want their view back and want regulations to protect views. She said that the city needs to establish a code that requires the pruning or removal of all trees blocking scenic views and vistas. She concluded by saying that those who have paid for view homes want the city, which limits building heights to maintain views, to also regulate trees.

Keith Hamilton – 3205 Grandview Street. Mr. Hamilton said that he had a beautiful view when he moved here thirteen years ago, which is now blocked by a grove of trees from the west side of Soundview. He discussed the regulations to prevent blocking the neighbor's views in the Millville area and asked why this could not be case for all of Gig Harbor. He explained that the only recourse is to ask Pierce County for a property tax

reduction for the loss of view. He asked if Council would take a look at the issue to see if something could be done.

Jack Rodriguez – 2808 Harborview Drive. Mr. Rodriguez said that he and his wife, Gerda, had lived at this address for six or seven years. He passed out a picture taken by Mrs. Chapman, his neighbor, and read her letter about a 70-foot tree across the street that is blocking the view. Mr. Rodriguez said that the picture shows the view before the tree grew up and blocked the view.

Jeanne Chapman – 2808 Harborview Drive, Unit C. Ms. Chapman passed out other pictures to illustrate the view before the tree grew up and blocked the view of the harbor. She explained that she and her husband had constructed the building in 1977, and at that time, only a small home was located across the street. Since that time, another house has been built, and the tree in the picture has grown up to block the view to the entrance of the harbor. She said that several neighbors have spoken to the owner of the tree, but have been told that the view is still present in the winter when the leaves are gone.

Jim Nelson – 8103 Bayridge. Mr. Nelson said that he moved to Bayridge in 1999. At that time he had a wonderful view, but that no longer is the case. He explained that each year they are losing more of their view due to the wall of scrub alder trees that blocks the view from the lower deck, and will eventually grow up to block the view from the upper deck. He said that he understands the neighbor's right to privacy, but the neighbor doesn't seem to understand the need to preserve the view. He added that he and the other neighbors are willing to share in the expense of topping the trees or replacing them with a set-height hedge, but there has been no interest on the part of the owner of the trees. Mr. Nelson said that he wants the harbor view restored and protected. He added that there are requirements for the commercial district to preserve scenic views and vistas, which should also apply to residential areas. He suggested the adoption of an enforcement code similar to the one in Chapter 8. Mr. Nelson left a written statement and photos with Council for review.

Eric Peevy – 7315 Forest Glen Court. Mr. Peevy said that he has a view over the top of the houses on Soundview and is thrilled that this issue is coming to the attention of the Council. He said that what the city has done to regulate the buildings in the north Gig Harbor is outstanding and proves that restrictions can work. He said that he is intimidated by the idea of going to his neighbor to ask that they trim their trees. He then gave an example of what happened when a neighbor approached another regarding his trees. Mr. Peevy said that he has lost his view of Vashon Island to an apricot tree, and the other trees in that yard are growing up. He said that he hopes that something can be done by the city that would empower the private citizens to be able to go to the neighbor without fear of retaliation.

John Jurnacik 3757 – Wilkes Lane. Mr. Jurnacik said that he too is losing his view and is pleased to see that guidelines exist. He explained that it is difficult to go to a neighbor and try to get satisfaction. He stressed that this is an extremely serious issue and is

surprised that Gig Harbor has no regulations to address this concern. He said that you can't build a house over sixteen feet high, but you can plant a wall of trees that grows to 30-50-100 feet high. He said that he is glad to be talking about this and hopes that something can be done.

Mary Lou Finholm Bird. Ms. Bird explained that she lives on property that has been in the family for over 60 years and the views have come and gone. She discussed the trees at the Finholm Viewclimb, which are located on city right-of-way and progressively obscuring the view from Franklin Avenue. She said that the city crew used to top the trees, but understands that this is no longer allowed. She suggested that the trees be replaced with other types of trees that won't grow so tall, adding that the neighbors would appreciate anything that could be done.

Tony Sandoval – 8803 Bayridge Avenue. Mr. Sandoval read a statement from Tim and Ann Lovrovich, his next-door neighbors, who weren't able to attend the meeting. The letter indicates support of residential view protection and a willingness to share in the cost to have the trees topped; an option that has been allowed by the neighbors behind them on Shirley Avenue.

Mr. Sandoval continued to say that Council can't stand idly by and let this continue as it will only get worse. He said that other communities are addressing the same issue and if the city can mandate building height, it can also do the same for trees.

Mayor Wilbert said that staff will be asked to begin reviewing the issue. She thanked everyone for coming to speak on the issue.

Councilmember Ruffo said that many of the citizens have to deal with this issue. He said that he would be receptive to the idea of staff doing the research and bringing back the information.

Councilmember Owel said that this has been an on-going issue, adding that she has noticed that the trees also obstruct the light. She said that topping doesn't address the issue and she agrees that sometimes, trying to work it out with the neighbors only brings out the worst in people. She said that the city needs to address the realities.

Councilmember Picinich said that he would definitely like staff to look at the issue and find out what other municipalities are doing.

Councilmember Dick said that the city limits building heights for aesthetic reasons and should look at other things that are important to the community. He said that the city needs to stay within the boundary of the law, but to the extent that an issue causes conflict, it may be resolved by taking appropriate action. He said that he would like to see what changes could be made.

Harry Knight – 8112 Stinson Avenue. Mr. Knight explained that he has lived here for nine years and that he was asked to cut his trees. He said that he is not opposed to

helping his neighbors with the view, but he is opposed to removing the trees due to erosion concerns. He added that he is also opposed to someone coming on to his property to cut the trees without permission. He acknowledged that the cost issue had been addressed at this meeting, and invited the neighbors to come and talk to him. He continued to explain that he too has lost his view of the harbor because of the trees across the street.

John Vodopich explained that commercial developers have to submit a comprehensive landscape plan that is not required by residential builders.

Mayor Wilbert gave a brief report on the visit from both the representatives from Beijing, China and Takuma, Japan through the WCI program.

ANNOUNCEMENT OF OTHER MEETINGS:

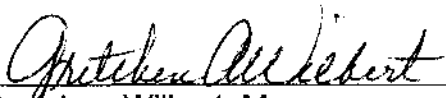
1. Budget Worksessions: November 3rd and 4th, 6:30 p.m.
2. Neighborhood Emergency Preparedness Meeting: October 29th at Harbor Ridge Middle School.
3. Dedication of the Harbor Ridge Middle School, November 9th 1:00 – 3:00 p.m.

EXECUTIVE SESSION: None required.

ADJOURN:

MOTION: Move to adjourn at 8:29 p.m.
Ruffo / Franich – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 22.
Disc #2 Tracks 1 – 2.



Gretchen Wilbert, Mayor



Molly Towslee, City Clerk

GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 10, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING:

1. 2004 Proposed Budget. Mayor Wilbert opened the public hearing at 7:03 p.m. David Rodenbach, Finance Director, presented information on the proposed budget for the upcoming year and offered to answer questions.

Jeremy Bubnick – Recreation Supervisor for the Peninsula Recreation Program. Mr. Bubnick gave a brief description of the partnership between the City of Gig Harbor, Peninsula School District and Pierce County Parks and Recreation. He thanked Councilmembers for support of the program in 2003, and gave an overview of some of the accomplishments during its first year. He talked about the community use and benefit of the improvements at the Peninsula High School sports fields and the proposed project to improve the fields at Gig Harbor High School.

Mark Bonsell – 9608 Jacobsen Lane. Mr. Bonsell explained that he came to speak in support of the improvements to the Wheeler Street end. He said that this is about the only street that goes down to the bay. He said that the location has a great view, and the improvements would tie in nicely with the Crescent Creek Park.

Sherri Bonsell – 9608 Jacobsen Lane. Ms. Bonsell said that she too is in favor of the Wheeler Street end project.

There were no more comments. The Mayor closed this public hearing was closed at 7:09 p.m. and opened the public hearing on the next agenda item.

2. Zoning Text Amendments to Allow Structural Changes to Non-Conforming Signs. Steve Osguthorpe, Planning and Building Manager, explained that there are three ordinances submitted by Courtesy Ford for consideration, amending the non-conforming section of the city's sign code. He stressed that although the ordinances are not specific to the Ford site, they are the result of a denial of a request to make changes to an existing nonconforming pole sign in order to be consistent with the Ford corporate signage. The proposed text amendments provide different provisions for changing out non-conforming signs, particularly as they pertain to pole signs.

Steve reminded Council of the highly controversial process to adopt the sign code, and in particular, the amortization clause which was amended in 1998 to allow the owner of a non-conforming sign to maintain or to change out the face of the sign if it met with the city's illumination and text requirements. He described the options currently available to

Courtesy Ford to replace the existing panel or to replace the pole sign with a monument sign, which would not be as visible as the existing sign. He then introduced Kristen Riebli, Associate Planner, who provided the background information on the project.

Kristen explained that Courtesy Ford has filed an appeal with staff regarding the interpretation of the code and denial of the request to change the non-conforming sign. This appeal is on hold pending the outcome of the text amendment. She gave a description of the three proposed text amendments, all of them allowing structural changes to a non-conforming sign, and explained the concerns with each proposed amendment. She explained that staff would have to determine compliance without any guidance from the code, leading to difficulty in interpretation, implementation and enforcement. She said that due to the difficulty in administering these code provisions, city staff is recommending denial of all the proposed amendments.

Kristen continued to explain that the Planning Commission held a public hearing on the proposed amendments and held a lengthy discussion in which they expressed a number of concerns. The Planning Commission was not supportive of the text amendments and made no motion to recommend approval. Kristen continued to read language from the Comprehensive Plan, Zoning Code, and the Design Manual that assisted staff in making the decision to recommend denial of the text amendments.

Mayor Wilbert asked how many non-conforming pole signs are in existence at this time. Kristen said that there are at several throughout the city, but they couldn't come up with a specific number.

Dick Settle – 1111 Third Ave. Suite 3400, Seattle, WA 98101. Mr. Settle explained that he represents John Hern, owner of Gig Harbor Ford. Mr. Settle talked about the ongoing two-year process to come to a solution regarding changing the style of the existing pole sign. He discussed the method of calculating the signage, adding that the proposed sign would be a little bit smaller than the existing sign and much more appealing. He said that the change would allow this business to continue to provide jobs and tax revenue, and in the course of the change, at least one existing non-conforming sign would be removed. He said that other dealers in Washington and Oregon have been able to change to the new sign style, but this hasn't been allowed here in Gig Harbor. He discussed the two policies at stake: the fairness to someone who relied upon existing regulations, and reducing non-conformity. He said that both these policies are served by the proposed amendments. He said that he believes that the regulation stating that any change that reduces the non-conformity shall be allowed could be the basis for allowing this change. He went over the points in the proposed text amendments, explaining that they were trying to find a solution that would allow the change to occur without any adverse consequences to the community. He said that they are willing to work with staff and the City Council to achieve a common sense solution.

John Hern – President of Courtesy Auto Group. Mr. Hern explained that he lives in Silverdale and owns nine car dealerships on the Peninsula. He said that he deals with all 168 of the Ford dealers in Washington and Oregon, and in the last year and one-half, only four haven't been able to replace their signs. Mr. Hern discussed the importance of

signage in destination points because they draw business from the surrounding area, and those traveling through that may be looking for services. Mr. Hern said that he has three choices if the city will not let him replace his pole sign: to go without the pylon sign and lose business, to go into litigation regarding violation of business rights, and finally, to move the dealership.

Bill Bowe – Capital Signs and Awning. Mr. Bowe handed out a packet that illustrates the new signs and discussed the design. He said that his main point is how the proposed oval sign would be substantially smaller than the calculation that is used by the city staff for rectangles, as there is no provision for calculating ovals. Mr. Bowe discussed the options for the signage on the site and stressed that it would be important for Mr. Hern to retain the used car sign as he has both new and used vehicles at the same location.

Councilmember asked questions of Mr. Hern and Mr. Bowe to clarify their understanding of both the existing and the proposed signage. They also asked staff members for clarification of the code language for non-conforming signs. Steve Osguthorpe was asked to compile an inventory of non-conforming signs around town so that Council would be aware of the possible impacts of the proposed text amendments.

Mayor Wilbert closed the public hearing at 8:40 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of October 27, 2003.
2. Correspondence / Proclamations: Veteran's Day.
3. Bremerton Motorsports Park Agreement.
4. Cushman Trailhead Park Contract.
5. Pump Station 2-A Replacement Project - Temporary Construction Easement.
6. Renewal of Interlocal Agreement – Fire Prevention Activities.
7. Liquor License Assumption: QFC #886.
8. Liquor License Renewals: The Harbor Kitchen, Marco's Restaurant, and Terracciano's Restaurant.
9. Approval of Payment of Bills for November 10, 2003.
Checks #41604 through #41782 in the amount of \$273,577.87.
10. Approval of payroll for the month of October.
Checks #2866 through #2913 and direct deposit entries in the amount of \$231,155.37.

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

OLD BUSINESS:

1. Second Reading of Ordinance – 2004 Property Tax Levy. David Rodenbach explained that this represents a 1% increase over the current levy and offered to answer questions.

MOTION: Move to adopt Ordinance No. 944, levying the general property taxes for 2004.
Picinich / Young – unanimously approved.

NEW BUSINESS:

1. Victim Advocacy Interlocal Agreement. Chief Mitch Barker presented the agreement to add the services of a Domestic Violence Victim Advocate five days a week to improve the investigation and prosecution of domestic violence cases as well as providing increased services to victims of domestic violence.

MOTION: Move to authorize the Mayor to execute the attached Victim Advocacy Interlocal Agreement.
Ruffo / Picinich – six members voted in favor. Councilmember Dick abstained.

2. First Reading of Ordinance – 2004 Proposed Budget. David Rodenbach said that he had no changes from the information presented during the public hearing.

Councilmember Owel mentioned the memo regarding an issue that would require a resolution to the budget and asked if this would be an appropriate time to discuss the issue.

Mark Hoppen described the two possible options regarding support for the field lighting at Gig Harbor High School: one is for staff to bring back a resolution, and the second is to include the lighting as a part of the budget adoption. He said that the budget objectives could be rewritten to express the option of providing field lighting by participating with the school district and Pierce County in the development of field project at Gig Harbor High School.

Councilmember Franich said that because he just received the memo, he would like additional time to ask questions before making a decision. Councilmember Young said that there would be time to add this before the next reading and adoption. David Rodenbach explained that it would not require a budget amendment in the formal sense because the proposal for this funding will come from the property development and park acquisition funds, a legal purpose for these monies. Mark answered questions on how the process would proceed if Council recommended that the funds be allocated for the project. A resolution will be brought back at the next meeting for consideration.

Councilmember Young then explained that at the budget workshops, Councilmembers instructed staff to remove \$4000 from the amount for maintaining a tourism database and website support at the Chamber of Commerce. He said that he found out that the increase from last year was due to the fact that Pierce County removed their support, not an increase in the services being provided. He asked that this amount be added back in.

MOTION: Move to increase the amount back to \$8500 on item number 4 on page 104 of the budget.
Young / Ekberg – six voted in favor. Councilmember Franich voted no.

Councilmember Young left the meeting at this time.

3. First Reading of Ordinance – Authorizing the Issuance and Sale of a Local Improvement District No. 99-1 Bond. David Rodenbach explained that this is the last step in the LID No. 99-1 for construction of Borgen Boulevard. He gave an overview of interest rates and offered to answer questions. This will return for a second reading at the next meeting.

4. First Reading of Ordinance – Providing for the Issuance and Sale of a Water and Sewer Revenue and Refunding Bond. David Rodenbach explained that this bond will refund the current outstanding balance for the 1994 Water / Sewer Revenue Refunding Bonds. He gave an overview of the bond process and offered to answer questions. This also will return at the next meeting.

5. First Reading of Ordinance – Zoning Text Amendments to Allow Structural Changes to Non-Conforming Signs. Councilmember Franich asked if the definition of freestanding signs in the municipal code referred to pole signs. Kristen Riebli explained that there is no definition of pole signs in the code. He then asked how tall a new sign would be allowed on that site. Kristen answered that a new sign could be 8 foot high and 100 square feet wide.

Councilmember Ekberg asked for clarification on the minutes of the Planning Commission, because there was no decision was made to forward to Council. Steve Osguthorpe explained that he asked the Planning Commission for clarification at the next meeting and was told that the intent was to recommend denial. Councilmember Ekberg asked for a copy of the minutes of that meeting reflecting the intent.

Councilmember Franich said that it was important to study this very carefully because part of what makes Gig Harbor a nice area is that there isn't a great deal of sign clutter. Although the changing of the Ford sign seems to be a simple matter, if variations from the code are allowed, fairness becomes subjective. He added that he hopes that an agreement could be reached because it is important that the Ford dealer remain in Gig Harbor.

Councilmember Dick said that it may be better not to address the text amendments and to allow the appeal process to determine whether the new sign is a reduction in non-conformity. If so, then the sign would be specifically allowed and this would occur without damaging the well-crafted sign code.

Carol Morris advised Councilmembers to not comment on the pending appeal because the Hearing Examiner had not acted on it and the requested interpretation has been denied.

Councilmember Picinich mentioned that the dealer does have the option of placing a monument sign and he agreed that it would be best to wait for the appeal process.

Councilmember Ruffo said that he too agreed that there should be a way to come to an agreement. This is a long-time business next to Highway 16, and may have special needs that need to be addressed in a positive way. He said that he understands the dilemma of both sides and hoped that something could be worked out.

Steve Osguthorpe addressed Council's questions of the non-conformity of the proposed sign.

Councilmember Owel explained that she remembered two of the most bitterly discussed issues of the sign code were highway visibility of signage and the desire for corporate signage. She agreed that the proposal is a much better looking sign, but consideration must be given to the wishes of the citizens who worked hard on the sign code.

Steve Osguthorpe pointed out that the Ford site was not located in the highway visibility node per the Design Guidelines and would require screening from the freeway if it were developed new today.

Councilmember Owel said that it is important to review things from time to time to allow improvements.

Councilmember Dick asked if the deletion of the stripe would bring the sign less non-conforming. Steve said that he was hesitant to make that determination, adding that they must make the determination on what is submitted. He said that he would bring back information on the existing pole signs around town.

Jack Bujacich -Mr. Bujacich spoke in favor of allowing the dealer to change the sign.

6. Resolution – Adopting Amendments to the Pierce County Countywide Planning Policies. Mark Hoppen explained that this is an attempt to define specific urban centers and manufacturing centers, which requires a percentage of the participants to approve the amendments.

MOTION: Move to adopt Resolution No. 617 authorizing the amendments to the Pierce County County-wide Planning Policy.

Owel / Dick – unanimously approved.

7. Vernhardson Street Overlay Project Bid Award. John Vodopich described this project to overlay the street from North Harborview to the city park in conjunction with the sidewalk project.

MOTION: Move to authorize the execution of the contract with Woodworth and Company in the amount of thirty-one thousand twenty dollars (\$31,7120) including retail sales tax for the overlay of a portion of Vernhardson Street.
Dick / Picinich – unanimously approved.

STAFF REPORTS: None scheduled.

COUNCIL COMMENTS / MAYOR'S REPORT:

PUBLIC COMMENT:

Jack Bujacich. Mr. Bujacich explained that he attended an informational meeting on the proposed hospital where the Certificate of Need had been discussed. He asked Council to pass a resolution in support. Mark Hoppen explained that the hearing for the Certificate of Need had been delayed from December 1st and had not been rescheduled, allowing Council time to consider a resolution.

ANNOUNCEMENT OF OTHER MEETINGS:

Public Workshop on Building Size Analysis at the Gig Harbor Civic Center, November 17th at 6:30 P.M.

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

MOTION: Move to adjourn to Executive Session for approximately thirty minutes at 9:05 p.m. for the purpose of discussion pending litigation.
Franich / Picinich - unanimously approved.

MOTION: Move to return to regular session at 9:40 p.m.
Ruffo / Franich – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:40 p.m.
Ekberg / Franich – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 10.

Disc #2 Tracks 1 - 7.

Gretchen Wilbert
Gretchen Wilbert, Mayor

Molly M Towse
Molly Towse, City Clerk

GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 24, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE: Led by Fircrest Boy Scout Troop #47.

PUBLIC HEARING:

1. 2004 Proposed Budget. Mayor Wilbert opened the public hearing at 7:05 p.m.

David Rodenbach, Finance Director, presented information on the proposed budget for the upcoming year and offered to answer questions. There were no comments or questions, and the Mayor closed this public hearing at 7:07 p.m. and opened the public hearing on the next agenda item.

2. Deleting Reference to Signs in the Non-conforming Use Chapter. Steve Osguthorpe, Planning Director, presented information on this ordinance that amends the Gig Harbor Municipal Code Section 17.68.070 by eliminating the reference to signs in this section. Steve explained that the reason for eliminating the reference to signs in this section is that nonconforming signs are already addressed within the sign code itself.

There were no comments or questions, and the Mayor closed this public hearing at 7:09 p.m. and opened the public hearing on the next agenda item.

3. Calculation of Density in Residential Zones. Steve Osguthorpe presented the background for this ordinance that amends the definition of alleys, and replaces the definition of net buildable lands with a separate section of the code that is intended to clarify how residential density is determined in all zones of the city. He explained that the proposed amendments do not change the way the city currently calculates density, but clarifies the existing language for future projects. Steve suggested other minor language changes in the ordinance before the next reading and addressed questions from Councilmembers.

Steve explained that the Growth Management Hearings Board has determined that the city can calculate the net density verses gross. He added that there were comments at the Planning Commission public hearing voicing concerns that utilizing this definition affects potential density on a site. The Planning Commission agreed that a more direct way to approach the concerns is an amendment to the code to increase density rather than changing the method to calculate the density. In addition, the Planning Commission wanted to make sure that the calculation for housing density excludes any sensitive area that you currently cannot build on such as wetlands or buffers.

John Vodopich reinforced that these amendments do not change the manner in which staff has been interpreting the calculation of density. He added that the issue of the exclusion of tidelands in the calculation of density was recently appealed up to the level of the Hearing Examiner, who upheld staff's interpretation.

Theo Gideon – PO Box 1913, Tacoma, WA 98401. Mr. Gideon passed out a letter and spoke on behalf of Master Builders Association regarding the concern associated with the inclusion of buffers adjacent to critical areas in the net density calculation. He asked Council to consider the issue of the associated buffers and to consider a mechanism for compromise to achieve the densities that are zoned in a particular area.

Ther Jorgenson – 6010 Wollochet Drive, Gig Harbor, 98335. Mr. Jorgenson spoke on behalf of North Pacific Design and Rush Development Company. He passed out a letter regarding that addresses their concerns. First, Mr. Jorgenson recommended that staff further define ravine sidewalls due to the potential reduction in the calculation of buildable land. He continued to address the deduction of public right of ways and accesses in calculating density. He said that the city's residential wide-road requirements significantly impact the calculations. Finally, Mr. Jorgenson recommended that the buffers associated with wetlands be included when calculating density.

Scott Wagner – PO Box 492, Gig Harbor, WA 98335. Mr. Wagner handed out information on three scenarios for Council to review. He said that he attended the public hearing of the Planning Commission and that he felt there are several changes being made that should be given consideration. He explained that his main concern is the calculation of net buildable lands, and asked to be able to count the buffers in the calculation.

John Chadwell – Olympic Property Group, 19245 10th Ave NW, Poulsbo, WA, 98370. Mr. Chadwell explained briefly that their concern is that the stricter guidelines in calculating net buildable lands will result in problems meeting the objectives of the Growth Management Act for residential land. He added that when their property was annexed into the city, the EIS and other documents relied on the density being based on gross acreage and this could create a significant difference.

There were no further comments and Mayor Wilbert closed the public hearing at 7:41 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of November 10, 2003.
2. Correspondence: GHHS Service Leadership Class.
3. Certificate of Need Support Letter.
4. Appointment to Gig Harbor Arts Commission.
5. WWTP In-Channel Fine Screen Equipment Purchase Authorization.

6. Approval of Payment of Bills for November 24, 2003.
Checks #41729 through #41853 in the amount of \$307,809.26

Councilmember Dick asked that item number three be moved to the last item under New Business in order to make amendments to the letter.

MOTION: Move to approve the consent agenda as amended.
Ruffo/Franich – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Authorizing the Issuance and Sale of a Local Improvement District No. 99-1 Bond. David Rodenbach explained that this is the second reading of the ordinance to authorize the issuance and sale of bonds for the LID No. 99-1. He explained that Cynthia Weed, Preston Gates & Ellis, and Dave Trageser, Bank of American Security, were present to answer questions.

Mr. Trageser explained that this is a twelve-year, long-term fixed rate financing for the LID with a rate of 4.53%. He said that he expects a closing next week.

MOTION: Move to adopt Ordinance No. 945 authorizing the issuance and sale of a Local Improvement District No. 99-1 Bond.
Young / Ruffo - unanimously approved.

4. Second Reading of Ordinance – Providing for the Issuance and Sale of a Water and Sewer Revenue and Refunding Bond. David Rodenbach explained that this bond will refund the current outstanding balance for the 1994 Water / Sewer Revenue Refunding Bonds.

Mr. Trageser explained that this is a ten-year, fixed-rate financing with a 3.89%, a little lower than the LID because the maturity date is shorter and the security better. He explained that the city would be saving about \$8000 by retiring a portion of the 1994 bonds.

MOTION: Move to adopt Ordinance No. 946 authorizing providing for the issuance and sale of a Water and Sewer Revenue and Refunding Bond.
Picinich / Franich - unanimously approved.

3. Second Reading of Ordinance – 2004 Proposed Budget. David Rodenbach said that he had no changes from the information presented during the public hearing.

Councilmember Ruffo pointed out that this budget is substantially lower than the 2003 Budget. Councilmember Franich proposed a change to the objective for sidewalk replacement on Harborview between Stinson and Dorotich to move the repair to the

stretch between Rosedale and Dorotich as this is closer to the downtown corridor and is more in need of attention.

Councilmember Ekberg recommended eliminating the work Dorotich to allow for more flexibility.

MOTION: Move to adopt Ordinance No. 947 adopting the 2004 Budget.
Ruffo / Picinich - unanimously approved.

4. Second Reading or Ordinance – Zoning Text Amendments to Allow Structural Changes to Non-Conforming Signs. Steve Osguthorpe explained that this is the second reading of three alternate draft ordinances proposed by Courtesy Ford addressing non-conforming signs. He said that the additional information requested by Council at the last meeting had been included in the packet for review. He said that Mr. Settle, legal representative for Courtesy Ford, feels that Council may be amenable to another draft ordinance that would address his client's concerns as well as the city's concerns identified at the last meeting. Steve suggested that this item be continued until the next meeting, which would give sufficient time for the two parties to draft changes to the ordinance that addresses the concerns of both parties.

MOTION: Move to continue this second reading until the next council meeting.
Ekberg / Ruffo – unanimously approved.

NEW BUSINESS:

1. Resolution – Peninsula Recreation Center Field Development. Mark Hoppen, City Administrator, presented this resolution for the development of an Interlocal agreement to participate in the extra costs related to lighting requirements and the porous subsurface for the artificial turf field project at Gig Harbor High School. Mr. Hoppen explained that current city standards do not allow light standards over 35 feet in height, and the scenario for the field improvements require lights as high as 60 to 80 feet high. This will require a textual amendment to the zoning code to allow these field light heights that will be coming before Council for review. In addition, staff is recommending shoebox field lighting standards to minimize the impact of the lighting and to protect the surrounding properties, including the Gig Harbor Bay basin. These lights are much more expensive and would result in an increase of \$300,000 more than what was allocated for the field improvements.

Mr. Hoppen continued to explain that the city should participate because the school district doesn't have the funds, and the county has already offered \$120,000 towards the difference in cost. The resolution itself does not conclude the process, but allows the parties involved to move forward with an agreement that will provide some security until the legislative process on the zoning changes is concluded.

Councilmember Dick discussed the ability of the city to participate in the project because of the benefit to the citizens through the added use of athletic fields after

school hours, and asked for assurance that the agreement would spell out these public uses that will be made available in exchange for the participation by the city.

Mr. Hoppen explained that the Interlocal will be clearly defined, as the increased public use of school athletic fields has already been demonstrated at the Peninsula High School fields. He gave a more detailed account of the lighting configurations and the necessity for the height of the lighting standards to assure that the field meets competitive standards and assures safety. Mr. Hoppen said that because the increased use of this field late into the night, it would be prudent to adhere to the highest standard to control the lighting.

Terry Lee – Pierce County Council Representative. Councilmember Lee said that he was before City Council to ask for support for the improved lighting scheme at the Gig High School Athletic Field. He said that the county had budgeted two millions dollars for the two high school field improvements. He discussed the success of the Peninsula High School Field project, adding that he expects the same level of use for the Gig Harbor High School fields. He explained that lighting is critical to the success of the improvements and that he agrees that the design standards imposed by the city illustrate the concern for the quality of life of the citizens. Councilmember Lee said that Pierce County has budget constraints, but he has been able to obtain a budget amendment proviso approved to add additional \$100,000 to be applied to field lighting improvements, and the \$20,000 set aside for after-school programs would also be reallocated to the lighting improvements. He asked for Council support to move forward, together, to provide this community project.

Jill Guernsey, Peninsula School District Board of Directors. Ms. Guernsey thanked Councilmember Derek Young and City Administrator Mark Hoppen for their support in this partnership between Pierce County, Peninsula School District and the City of Gig Harbor. She introduced the members of the audience who were present to show support of this proposal.

Betty Ringlee, 11313 67th Ave NW, Gig Harbor, WA. Ms. Ringlee, Peninsula School District Board of Directors, said that she spoke on behalf of her constituency. She explained that back in the late 70s, there was discussion of a joint project on this site, as they saw the benefit of a shared-project to benefit the both the students and adult citizens of Gig Harbor. She spoke of the importance of adult recreation on this side of the bridge. She explained that as stewards of the school district properties, they are willing to work on these partnerships and welcome the public to use these properties.

Bob Connelly – 3889 Harborview Drive, #106. Mr. Connelly is the Assistant Superintendent for learning and teaching at Peninsula School District. Mr. Connelly explained that he also works with the athletic director and gave statistics in regards to the increased use of the Peninsula High School field since completion of the improvement project in September. He said that in 2002, the school estimated 80 hours of community use. In this quarter alone, community use has increased to over 300 hours, and they anticipate that figure will increase to over 1200 hours as a result of the

field improvements. He concluded that the improvements to the Gig Harbor High School fields will result in the same increased activity.

Councilmember Franich asked to add language to the resolution that the city would only give the money after approval of the amendments to the zoning code regarding the height of the light standards. Councilmembers explained that this is a foregone conclusion and the change in language would not be necessary.

Councilmember Franich said that he thought this is a project that would benefit the residents, but was concerned with the negative impact on the residents that live close to the school. He said that he would have like to have seen the process go through a public hearing process. He then asked what would be required to make sure that 80 foot lighting wouldn't be allowed anywhere else.

Mark Hoppen recommended reading Jennifer Sitts' update of the Planning Commission discussion and action regarding the legislation that will come before Council relating to structures that can exceed our current height limitations. He said that the field lighting scheme, along with a very limited amount of other public structures such as a water tank, would have its own particular section that will be addressed in the ordinance that will be before Council for review.

Councilmember Young explained that he had attended the meeting between the school district, the county and the city in which the issue was discussed. He said that he felt that this is a reasonable solution and that it would be reckless to build the field without the appropriate lighting scheme, allowing it to serve as a park function. He said it was wise for the school not to provide funding, as it is being developed as a park. He said that he agrees with Mark Hoppen that the city should participate in funding the \$300,000 budget shortfall and to include the porous asphalt in the project.

Carol Morris pointed out that in Section 3, it states that "the not-to-exceed lighting cost expenditure will be allocated from the budget," and suggested that Council add "that the Interlocal agreement is approved by the City Council and the not-to-exceed lighting expenditure of \$120,000 will be allocated from the City of Gig Harbor 2004 Park Development Fund - 109." In the second sentence, she recommended to add the same thing, "If the Interlocal agreement is approved by the City Council, the not-to-exceed porous asphalt expenditure of \$60,000 will be allocated from the City of Gig Harbor 2004 Property Acquisition Fund."

MOTION: Move to adopt Resolution No. 618 as amended by the City Attorney.
Young / Picinich – six voted in favor. Councilmember Franich voted no.

The Mayor announced a ten minute break. The meeting resumed at 8:43 p.m.

2. First Reading of Ordinance – Hollycroft Rezone (REZ 00-01). John Vodopich, Community Development Director, presented this proposed rezone from B-1 to RB-2 to allow for professional offices. He said that the rezone was approved by the Hearing Examiner in March of 2001 for approximately 2.4 acres of property at the intersection of Hollycroft and Olympic Drive. This will return for a second reading at the next meeting.

3. First Reading of Ordinance - Deleting Reference to Signs in the Non-conforming Use Chapter. Steve Osguthorpe explained that this is a housekeeping item and offered to answer questions. This will return at the next meeting for a second reading.

4. First Reading of Ordinance - Calculation of Density in Residential Zones. Steve Osguthorpe explained that this is another housekeeping item and that he had covered the issues under the public hearing.

Councilmember Ekberg asked if the city has an inventory of the wetlands that are located in the unbuilt, R-1 zones. Steve said that there is an old inventory that doesn't include the Westside or Gig Harbor North. He said that there very few large wetland areas remaining. Steve explained that it is not a problem as far as GMA is concerned nor as far as the environment is concerned because the city has wetland regulations. The only difference is that if wetlands are not included in the definition of net-buildable lands then there will be a tighter development pattern around the wetland. The Planning Commission was more inclined to ensure a more even pattern to the development.

Councilmember Ruffo voiced his confusion over the disparity that this is viewed as a housekeeping item verses what was heard during public comment. Steve explained that the city is already implementing the current definition of net-buildable lands and some of the confusion was brought to light with the current appeal. Another reason for the confusion is the strike-out, underline portion of the new section, and stressed that the whole section is new language for clarification of those things that already exist in code and not changes.

Councilmember Young asked for clarification for why the Planning Commission didn't want density clustering around wetland when this is encouraged in other parts of the code. Steve explained that it is more of a preference of what the city desires as far as the density of development patterns. The PRD zoning does allow for increased density if you apply certain standards such as significant buffering. Councilmember Young continued to voice his concern about the exclusion of buffers and roads in the calculations.

Councilmember Dick said he was uncertain of how you would address a situation in which a property is largely encumbered by wetlands. Steve explained that this was an item of discussion by the Planning Commission which caused them to lean toward the exclusion of buffers, because if you did have that situation, then it could end up with a large number of units being placed on a very small piece of property to get the density

they sought. Although rare, it is a possibility. Councilmember Young suggested running a "worst-case-scenario" to determine what would happen.

John Vodopich said that they would run some examples before the second reading. Councilmember Dick asked him to also prepare an inventory of the properties that this might apply.

Steve explained that the minimum lot size requirement had been eliminated to allow flexibility and creativity in developing a plat. He suggested that the minimum lot size requirement be reinstated in the R-1 zone as one possible way to address these concerns. Councilmember Dick discussed the trade-off that is allowed in the PRD that isn't possible in the other zones.

Councilmembers Franich and Ruffo said that they would like more information regarding the use of buffers.

Scott Wagner – PO Box 492, Gig Harbor. Mr. Wagner described a scenario of property with a wetland and asked that Council consider eliminating the inclusion of the sensitive area buffers in the calculation of density.

5. Notice of Intention to Commence Annexation Proceedings – Michaelson (ANX-03-06). John Vodopich presented this notice of intent to annex approximately 8.6 acres located east of 27th Avenue and north of 64th. He explained that Council is required to meet with the initiating parties within 60 days of the request to determine whether they wish to accept, reject, or modify the proposed annexation, whether they will require the simultaneous adoption of the zoning for the proposed area in compliance with the Comprehensive Plan, and whether the city will require the assumption of all or any portion of indebtedness by the area to be annexed.

Sandy Kursey – 6515 27th Ave NW. Ms. Kursey spoke in favor of the annexation and explained that that they believed they were part of the Hazen annexation effort.

MOTION: Move that accept the notice of the intent to commence annexation and further authorize the circulation of the petition to annex the subject property subject to the conditions outlined in the staff report.
Owel / Ruffo – unanimously approved.

6. Resolution – Re-appointments to the Building Code Advisory Board. John Vodopich presented this request to re-appoint three members, Charles Hunter, Kenneth Snodgrass, and Jeff Stroud to four year terms on the BCAB.

MOTION: Move to adopt Resolution No. 619 for the re-appointments to the Building Code Advisory Board.
Ruffo / Owel - unanimously approved.

7. Extension of Closing Date – Hific Six Associates. Mark Hoppen presented this request to extend the closing date for the property on the Westside to December 15, 2003.

MOTION: Move to approve the extension.
Ruffo / Picinich – unanimously approved.

8. Certificate of Need Support Letter. Mark Hoppen explained that this letter mirrors a letter already submitted by the Chamber of Commerce.

Councilmembers discussed making amendments to the letter before it is sent. The words “for a hospital in our community” be added after the word proposal to acknowledge what the law requires. The Mayor asked that the language “across the Narrows Bridge” be added to the first paragraph.

MOTION: Move to amend the letter to include the changes as discussed.
Dick / Ekberg – unanimously approved.

STAFF REPORTS: None scheduled.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Young explained that he had served as the alternate representative on the Pierce County Regional Council, and that the Mayor asked if he would be primary. He asked if any other Councilmember would be interested in serving in that capacity. Councilmembers deferred the honor to Councilmember Young.

PUBLIC COMMENT:

ANNOUNCEMENT OF OTHER MEETINGS:

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

MOTION: Move to adjourn to Executive Session for approximately thirty minutes at 9:20 p.m. for the purpose of discussion potential litigation.
Franich / Picinich - unanimously approved.

MOTION: Move to return to regular session at 9:50 p.m.
Ruffo / Oweil – unanimously approved.

MOTION: Move to adjourn at 9:50 p.m.
Ruffo / Ekberg – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 15.
Disc #2 Tracks 1 – 8.

Gretchen Wilbert
Gretchen Wilbert, Mayor

Molly Towslee
Molly Towslee, City Clerk

GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 8, 2003

PRESENT: Councilmembers Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert. Councilmember Ekberg was absent.

CALL TO ORDER: 7:03 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 November 24, 2003.
2. Correspondence: letters from: Association of Washington Cities, Department of the Army, and Comcast.
3. Contract Amendment No. 2 – 56th Street / Olympic Drive Street Improvement Project.
4. Stormwater Facilities Maintenance Agreement – 3519 56th Street Professionals LLC.
5. Liquor License Applications: The Green Turtle, Isamira Gourmet Cheese & Wine.
6. Liquor License Renewals: Gourmet Essentials, Harbor Arco AM/PM, Harbor Inn.
7. Approval of Payment of Bills for December 8, 2003.
Checks #41854 through #41939 in the amount of \$1,382,851.66.
8. Approval of payroll for the month of November.
Checks #2914 through #2959 and direct deposit entries in the amount of \$231,055.80.

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

OLD BUSINESS:

1. Second Reading or Ordinance – Zoning Text Amendments to Allow Structural Changes to Non-Conforming Signs. Steve Osguthorpe, Planning / Building Manager, explained that what is being presented is a different approach to the signage issue. Using a PowerPoint presentation to provide background and to illustrate the different options, Mr. Osguthorpe explained how the proposal currently before Council compares to what had previously been discussed and the existing city codes.

Steve explained that the revised proposal includes three options to allow flexibility. He explained that this ordinance includes some changes that are supported by staff and Courtesy Ford, changes proposed by Ford that are not supported by staff, and changes proposed by staff that come closer to meeting the intent of the current goals and policies in the Comp Plan and City Code. He added that staff believes that the current code fully achieves what the current Comp Plan, Design Manual, and other portions of

the Zoning Code set out to achieve. Steve gave an overview of each of the options contained in the proposed ordinance and answered Council's questions.

Steve asked for direction on how to proceed. He explained that consideration of the newly proposed ordinance would require another public hearing which could be held by either the Planning Commission, or by the City Council. He said that Council would also need to identify which options should be considered during the public hearing.

Richard Settle – Attorney for Courtesy Ford. Mr. Settle complimented Mr. Osguthorpe on the presentation, adding that it was a fair representation of the alternatives. He continued to say that he thought that significant progress had been made in negotiation, but unfortunately they were unable to reach an agreement on all aspects. He reiterated that his client's minimum need to retain the taller freestanding sign and one lower freestanding sign for the pre-owned vehicles in order to continue in business. Mr. Settle continued to give an explanation of the negotiations that resulted in the proposed ordinance before Council for consideration.

Councilmember Franich said that he thought the present sign code was an asset to the community, then continued to explain that he would like to see something simple when dealing with non-conforming signs that would allow a business to make changes as long as the sign does not become more non-conforming.

Councilmember Owel commented that this area of the city is not very attractive due to the amount of pole structures. She recommended that the applicant ought to consider the height at which a sign be most visible to the driver on the highway, which may be lower than the signs that already exist.

Councilmember Ruffo agreed, adding that it would take more than just Courtesy Ford to address the issue of the rest of the signs and light poles along that stretch. He said that he is looking for a solution similar to Councilmember Franich; something simple that would allow a business owner to make changes. He said that both sides have proposed something better than what currently exists, and it should be a simple thing to implement. Councilmember Ruffo acknowledged that it could set precedent, and that the consequences of precedent need to be taking into consideration, but if someone else comes forward with a similar proposal that improves the aesthetics of their location, it too should be considered because it is an improvement. He added that if the proposed ordinance must have a public hearing due to the legal ramifications, then Council should hold the hearing.

Councilmember Dick said that he appreciates the work that has gone into the proposed ordinance to address ways to reduce non-conformity. He then encouraged the use of the Planning Commission to hold the public hearing process to synthesize the information and make recommendations to Council.

Councilmember Young recommended asking the Planning Commission to take a look at whether pole signs should be allowed in certain areas of the city. He voiced his concern

that if non-conforming signs are allowed to continue, then it would set a precedent that would provide competitive disadvantage to a new business or a business that has moved to a new location.

Councilmember Dick brought attention to item 'E' of the proposal that would only allow for a one-time change to a non-conforming sign.

Councilmember Franich and Young discussed the merits of allowing non-conformity to continue and whether it would be more desirable to change the code to allow a non-conforming sign or a non-conforming building to exist legally.

Councilmember Ruffo said that Council needs to use common sense and make exceptions to accommodate a proposal that makes an improvement. He said that sending the issue back to the Planning Commission would take longer and that he thought Council should be able to make a code revision that would address all similar situations.

MOTION: Move that we follow the staff recommendation and we schedule a public hearing to be held by the Planning Commission.
Owel / Dick –

Council, staff members and Carol Morris all discussed the timing of sending this back to the Planning Commission and the fact that they had made a recommendation to deny any text amendments. Councilmember Ruffo called for the question.

RESTATED MOTION: Move that we follow the staff recommendation and we schedule a public hearing to be held by the Planning Commission.
Owel / Dick – a roll call vote was taken with the following results:

Young, no; Franich, no; Owel, yes; Dick, yes; Picinich, no; and Ruffo, no.

The motion failed four to two. The following motion was made to set a date for Council to hold a public hearing.

MOTION: Move that Council hold a public hearing at the first meeting in January.
Ruffo / Dick – unanimously approved.

POINT OF ORDER: Councilmember Dick asked John Vodopich, Community Development Director, whether comments would be required before the ordinance was sent to the state for consideration. Mr. Vodopich assured Councilmembers that it was highly unlikely that there would be any comments from the state on this issue and it would be okay to move forward with the public hearing at the same time the proposal

was submitted to the state. Councilmember Dick then asked what version would be considered during the public hearing.

Carol Morris, Legal Counsel, explained that it would be this version, with the various options. Council would then decide after the public comments which paragraph to adopt.

Richard Settle. Mr. Settle explained that his client is running out of time and recommended that Council allow all versions of text amendments to be available to the public for comment.

John Vodopich said that the first three versions had already been transmitted to the state for comment, so this was an option if Council wished. Councilmembers Franich and Ruffo agreed that this would be a good idea.

2. Second Reading of Ordinance – Hollycroft Rezone (REZ 00-01). John Vodopich, Community Development Director, presented this proposed rezone from B-1 to RB-2 to allow for professional offices. He said that the rezone was approved by the Hearing Examiner in March of 2001 for approximately 2.4 acres of property at the intersection of Hollycroft and Olympic Drive.

MOTION: Move to adopt Ordinance No. 948 adopting the Hollycroft Rezone. Dick / Ruffo - unanimously approved.

Carol Morris asked for clarification on the sign proposal and whether all proposals were to come back in January.

MOTION: Move to bring back all seven options. Young / Ruffo – three voted yes. Councilmember Dick and Owel voted no. The motion carried.

NEW BUSINESS:

1. Building Size Analysis Presentation – Final Report. John Vodopich introduced John Hoffman, Perteet Engineering, Inc., who summarized his comprehensive review of the issue of building size limitations. Mr. Perteet explained that he enjoyed working on this project with the task force comprised of staff, Planning Commission members, and Councilmembers. He gave an overview of the recommendations for each zone, and answered questions.

Dave Morris – 6018 106th Ave NW. Mr. Morris explained that he was very supportive of the Council's decision to bring in a professional to analyze the building size limitation issue. He then requested that properties located in the Urban Growth Area also be considered if changes were to be made to the B-2 zones within the city limits.

Evie Lynn – 10321 Rosedale Bay. Ms. Lynn said that she thought the city was a bit short-sited in setting arbitrary limitations on building size that may have a negative affect on future development. She said that there is a good design review process in place and a great Planning Commission, and every development should be judged on its own merits, its own location and its own size. She asked Council to trust the Design Review Board and Planning Commission to evaluate each development on its own merits.

Dave Orem – Gig Harbor Motor Inn. Mr. Orem said he is the owner of property adjacent to that owned by Evie Lynn, and said that he echoed her comments. He said that he was pleased at the amount of attention given to the B-2 zoning designation. He pointed out that the recommendation bases the need for a 65,000 square foot building to house a grocery store to keep them competitive. He asked if Costco is imminent, what the possibility that a new grocery would be coming to town. He asked for consideration to something other than a grocery store that might require more than 65,000 square feet.

Carl Halsan – 7766 52nd Place. Mr. Halsan asked for clarification if the 3,500 square foot limit applies to houses. His second question is whether the PUD process is still available in the B-2 zone. He then thanked Council for bringing in a consultant and asked where the process goes from here.

Mark Hoppen, City Administrator, explained that the PUD process is still available but the 65,000 square foot limitation is absolute. Councilmember Young explained that the reason for this is that it puts the redeveloped properties at a disadvantage because they were unable to achieve the same credits as an undeveloped property.

John Vodopich explained that no action was required and that a written report by Mr. Hoffman would be distributed to Council. This will come back to Council as a discussion item and to ask for guidance as to which recommendations would go through the public hearing process.

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia said that he would like to see the 3,500 square foot limit on the Waterfront Millville addressed in the future. He said that he agreed with the other comments about building size limitations. He asked if Council could have one more vote so that Councilmember Owel could finish with on a positive note.

Dawn Stanton – 111 Raft Island. Ms. Stanton asked about the recommendation to change the Waterfront Commercial to Waterfront Millville and the boundaries of this change. Councilmember Franich explained that the change in boundary would be from Wild Birds to the Lovrovich Netshed. John Vodopich explained that the change would still allow the more traditional marine uses such as commercial fishing.

Councilmember Young thanked Mr. Hoffman for the presentation and the outside expertise. He also thanked Planning Commissioners Dick Allen, Paul Kadzik, Councilmember Elect Paul Conan, and all the others who participated on the committee helping to craft the report.

2. Resolution – Adopting an Employee and Volunteer Recognition Program. Mark Hoppen, City Administrator, explained that this is a housekeeping personnel policy that provides for common recognition awards. He explained that it references state statute that sets a \$200 limit for costs related to such purchases.

MOTION: Move to adopt Resolution No. 619 adopting an Employee and Volunteer Recognition Program.
Ruffo / Owel - unanimously approved.

STAFF REPORTS:

City Administrator Mark Hoppen asked Council for direction related to the 2004 objective to find lobbyist services. He explained that in his initial discussion with lobbyist, Tim Shellberg, he came up with a scheme that is a little bit broader than what had been envisioned with the \$10,000 allocation for an on-call lobbyist. Shellberg recommended a \$30,000 stipend, which appears to be a large amount, until you look at the list of tasks that are available. These include an office in Washington D.C. and the possibility of obtaining federal grant money for things like renovation of historical buildings. Mr. Hoppen offered to draft a contract if Council so wished.

Councilmember Young said that when he saw the concept, he was interested because it is different that what they first discussed. He recommended that Councilmembers at least take a look at it.

Councilmember Franich said that he has complete faith in staff to handle any grant needs that the city may have.

Mr. Hoppen then discussed the purchase of the Westside Park. He explained that all the conditions of the purchase and sale agreement had been met with the exception of a title report to cover the value of the property. The appraisal exceeded the purchase price in the agreement. The wetlands located on the property has been identified as 10,000 square feet as opposed to the initial estimate of 50,000 square feet, and that allowed the costs to be consistent with the purchase and sale agreement. The environmental review has no conditions, which means that the 5.5 acres is available for purchase for the price of \$758,000.

MOTION: Move to authorize the City Administrator to proceed as recommended.
Dick / Ruffo – five voted in favor. Councilmember Franich abstained.

Mark Hoppen mentioned a letter sent to Council last week from Doug Sorensen, who was present in the audience, offering his property on a long-term basis. Mr. Hoppen said that if Council would like to consider the offer, it would appropriate to let Mr. Sorensen know. If Council is interested, the first step would be to include the property

within the Parks, Recreation and Open Space plan. Councilmember Young said that he thought it was an interesting piece of property, and he would like to explore the possibilities. Councilmember Ruffo agreed.

GHPD – October Stats. Chief Mitch Barker explained that this would be his last staff report before leaving for Vancouver. He said that he has been reflecting on tonight's agenda and jokingly said that when he first came to work in 1995, the agenda items were the sign code, building size, and design review.

Chief Barker said that it has been wonderful working with this Council. He continued to thank Council on behalf of the Department for their support over the years, adding that that it has been a wonderful experience.

Councilmembers all voiced their thanks, and praised Chief Barker for a job well done.

PUBLIC COMMENT:

Keith Hamilton – 3502 Grandview Street. Mr. Hamilton thanked Council for the opportunity to view concerns regarding views. He mentioned the article in the Gateway, and asked for the opportunity to join in any effort to come to a solution.

Charlene Sandoval – 8033 Bayridge Avenue. Ms. Sandoval echoed Mr. Hamilton's comments, adding that she wanted to assure that their concerns are being addressed and that the city will follow through to come to a resolution.

Dawn Stanton – 111 Raft Island. Ms. Stanton referred to a letter from the Washington State Office of Archaeology and Historic Preservation. She read several of the recommendations stressing a conservative management of both the Skansie and Wilkinson properties. She voiced her concern that changes were being made to structures on these properties without the proper consultation with a historic preservationist. Ms. Stanton stressed the importance of the Skansie property as an historic landscape, adding that the Ad Hoc Committee would like to continue working on these properties.

Mark Hoppen explained that Dave Brereton, Director of Operations, is in contact with the state and consults them before making changes. Councilmember Ruffo directed Mr. Hoppen to draft a request for proposal for an historic preservationist, with a scope of work that would include community outreach. This will be brought back at the next meeting for consideration.

Nick Tarabochia. Mr. Tarabochia said that a complete inventory of what is located at the Skansie property should be done. He added that members of the Fisherman's Club should be included on the committee for the Skansie property. He then said that he lives on Shirley Avenue and agrees with comments made by Charlene Sandoval that something should be done.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Owel said that she would like to let the citizens of Gig Harbor know that it has been an honor to serve them on the City Council, and that she is proud of the things that this community has achieved and has been able to prevent. She continued to say that it has been a pleasure to serve with the other Councilmembers, and that all of those who have volunteered at one time or another should congratulate themselves on the fine service that they give.

Mayor Wilbert presented Councilmember Owel with a plaque in appreciation of her dedication and service.

The other Councilmembers took turns voicing their appreciation for all that Councilmember Owel has contributed over the years. She said that she will enjoy remaining active and will come and speak on the issues during the public comment period.

ANNOUNCEMENT OF OTHER MEETINGS:

Going away ceremony for Chief Barker, Friday, 4:30 p.m. at the Civic Center.

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

MOTION: Move to adjourn to Executive Session for approximately thirty minutes at 9:42 p.m. for the purpose of discussion pending and potential litigation.
Picinich Ruffo - unanimously approved.

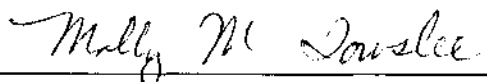
MOTION: Move to return to regular session at 10:15 p.m.
Ruffo / Owel – unanimously approved.

MOTION: Move to adjourn at 10:15 p.m.
Ruffo / Owel - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 14.
Disc #2 Tracks 1 – 18.



Gretchen Wilbert, Mayor



Molly Towslee, City Clerk