

Gig Harbor City Council Meeting



**September 10, 2001
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 10, 2001 - 7:00 p.m.**

CALL TO ORDER:

PUBLIC HEARINGS:

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 Meetings of August 27, 2001.
2. Correspondence/Proclamations:
 - a) Letter from Scout Troop #282.
 - b) Letter from WFOA - Budget Award.
 - c) Constitution Week Proclamation
3. Agreement for Reimbursement - Perrow.
4. Appointment to Gig Harbor Arts Commission.
5. Consultant Services Contract - The Shea Group.
6. Special Occasion Liquor License: Knights of Columbus.
7. Approval of Payment of Bills for September 10, 2001.
Checks #33823 through #33915 in the amount of \$228,593.66.
8. Approval of Payroll for the month of August:
Checks #947 through #1010 in the amount of \$199,823.38.

OLD BUSINESS:

NEW BUSINESS:

1. Utility Extension, Capacity Agreement - Rita Plat.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor's Report - Update to Councilmembers.

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.3 1.110(i).

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 27, 2001

PRESENT: Councilmembers Ekberg, Young, Pasin, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:04 p.m.

PUBLIC HEARING:

1. Petition for Annexation - 62nd Street Court NW. Mayor Wilbert opened the public hearing on this agenda item and asked John Vodopich, Planning Director, to present the background information. John explained that on February 12th, Council authorized the circulation of a petition for the annexation of four lots along 62nd St. Ct. NW provided that the pre-annexation zoning for the property be designated as R-1 and that the owners assume their proportionate share of the city's indebtedness. He added that the packet contained a resolution accepting the petition and showing the city's intent to forward the request to Pierce County Boundary Review Board to annex the four parcels. He described minor corrections to the resolution.

Joe Mancuso - 2819 62nd St. Ct. NW. Mr. Mancuso thanked Council and Planning Department for their efforts. He asked if there might be a way to inform the surrounding neighbors to the annexation that their properties would not be impacted by the annexation.

John Vodopich said that he would send out notice to the adjacent property owners to clarify that the annexation was only for four parcels.

The Mayor closed the public hearing on the 62nd Street Annexation and opened the public hearing on the Six-Year Transportation Improvement Program.

2. Six-Year Transportation Improvement Program. David Skinner, Public Works Director, presented the annual update to the Six-Year TIP outlining the city's goals for the upcoming six years for transportation related improvements and capital projects associated with that. He added that the update is a state requirement and gave an overview of the changes from last year, which were coordinated with the help of the Public Works Committee.

Wade Perrow - 9119 North Harborview Drive. Mr. Perrow handed out background information from his records dating back to 1993 relating to the East/West road connection between SR-16 and Crescent Valley Drive NW. He asked Councilmembers to give the connector from Peacock Hill Avenue to Crescent Valley Drive a higher priority on the list to complete the necessary purchase of right-of-way and design of the connector. He added that completion of this roadway would mitigate traffic impact on city streets from continuing development in Pierce County.

Councilmember Dick talked about the status of this project on Pierce County's Six-Year TIP. Mr. Perrow explained that Pierce County had not given this high priority, and was expecting Gig

Harbor to take the lead on the project. Mark Hoppen, City Administrator, explained that the road in the city's TIP was not as expensive as the one in the handouts that Mr. Perrow had provided, adding that Pierce County anticipated a more northeastern connection. He continued to explain that the northerly connector would not lessen the impact on city streets to the same extent that the proposal in the city's TIP.

Janice Denton - North Harborview Drive. Ms. Denton talked about the lack of parking along North Harborview Drive. She suggested that one bike lane be removed and the road remarked for parking.

David Skinner explained that funding to complete the North Harborview Drive project came from the Federal Government, and that two bikes lanes and sidewalk were required and cannot be removed without repercussion.

Bruce Gair - 9301 North Harborview Drive. Mr. Gair agreed with the previous comments, but explained that he was not speaking about parking, but wanted to point out an error in priority number 18 of the TIP.

Mike Sherman - 9021 North Harborview Drive. Mr. Sherman addressed the parking issue on North Harborview Drive. He explained that the improvements to the road through the residential area resulted in an increase in the speed of vehicles. He said that the lack of parking has made it difficult for the residents to have visitors. He suggested one-way traffic if the bike lanes cannot be removed, making the stretch of North Harborview Drive from the corner of Peacock Hill to Vernhardson Street one-way, and the stretch of Vernhardson from the corner of North Harborview Drive up to Peacock Hill one-way for traffic to return. One lane of North Harborview Drive could be made into parking, allowing the bike lanes and sidewalks to remain, and slowing the traffic through the residential neighborhood. He said that when street improvements are planned, the residents should be given high priority, not just the visitors or others that want a faster way to travel.

There were no further comments and the public hearing was closed at 7:30 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 Meetings of August 13, 2001.
2. Correspondence/Proclamations:
3. Change Order #3 - East/West Roadway Project.
4. Liquor License Renewals:
5. Approval of Payment of Bills for August 27, 2001.
Checks #33729 through #33822 in the amount of \$418,199.29.

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Young - unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Resolution - Petition for Annexation - 62nd Street Court NW. This was presented during the public hearing, and no further discussion occurred.

MOTION: Move to adopt Resolution No. 571 with the amendments as described by Mr. Vodopich.
Dick/Ekberg - unanimously approved.

2. Traffic Concerns - Councilmember Pasin. Mayor Wilbert said that because the items of concern had not been included in the Council Packet, she asked that this item be moved to the Council Comments portion of the meeting. Councilmember Pasin concurred.

3. Dept. of Ecology Coastal Zone Management Grant Agreement Acceptance. John Vodopich presented the Coastal Zone Management Grant from the Department of Ecology for assistance in the update of the Shoreline Master Program. He explained that this was a matching grant in the amount of \$26,500. He answered questions and asked for Council's approval of the agreement.

MOTION: Move to accept the Coastal Zone Management 306 Grant and authorize the Mayor to sign the Sworn Statement of Compliance.
Ruffo/Picinich - unanimously approved.

4. Resolution - Six-Year Transportation Improvement Project. David Skinner recommended approval of the resolution adopting the Six-Year TIP for the year 2002 through 2007 discussed in the public hearing. He explained that the TIP could be amended at any time throughout the year, and that the priority for funding projects is set during the budget process. Dave added that the document was a mechanism to make sure that transportation projects remain consistent with other jurisdictions in relation to the Urban Growth Boundary, and to allow the city to be eligible for federal funds. He addressed Council's questions on the ability to amend the TIP to include projects that had come forward during the public hearing.

Councilmember Owel asked that staff take the suggestions from the public comments and list them on a sheet to be presented at the next Council meeting, so that the concerns can be addressed. Councilmember Pasin voiced concerns with the priority listing of some of the projects and asked for clarification on grant funding. David Skinner explained that when the state or federal government considers grants, they do not look at the priority order on the TIP, but they consider such things as whether there are other funding sources, whether design has been completed, and whether right-of-way acquisition has been accomplished. He added that where the project is listed on the TIP makes a difference in when the city applies for the grant and cost projection.

Mark Hoppen added that if Council made a decision to include one of the projects discussed during the public hearing, the TIP will be adjusted to reflect that decision. Councilmember

Young voiced concerns with the collection of impact fees for a project that may never be completed. Mr. Skinner explained that the projects listed on the TIP are all from the Comprehensive Plan and recognized by the state, so they need to be listed.

MOTION: Move for adoption of Resolution No. 572 adopting the Six-Year Transportation Improvement Program and directing the same to be filed with the State Secretary of Transportation and the Transportation Board.
Owel/Picinich - unanimously approved.

5. Security Gate on Erickson Street. David Skinner explained that during the recent construction on Kimball Drive, there had been a request from the Fire Department that the gate on Erickson Street be opened to cut down on response time for emergency services. He added that attempts to keep the gate open were unsuccessful, and a second request came from the Fire Department. At that time the Public Works staff was directed to remove the gate, and the President of Spinnaker Ridge was informed that the gate would be replaced upon completion of construction, which has been done. At the last Council meeting, David was directed to respond to concerns from the public on the continued operation of the gate. Based upon review of the Comprehensive Plan, Public Works Standards, and the plat, he recommended two options for Council to consider; one, that the gate remain in place with an upgrade to an Opticon system for emergency vehicles, construction of a turn-around and vacating of the Erickson Street from public to private; and second, to remove the gate and opening Erickson Street from Soundview Drive to Kimball Drive.

David answered Council's questions regarding traffic studies, vacating the street and the recommendation to create a turn-around. Councilmember Young suggested a public hearing to justify any decision.

Councilmember Ruffo asked about the legality of approving the gate when the plat was originally brought before Council. Carol Morris explained that that the Council's actions stated that in the future, the road could be opened, making the condition legal. This condition allows for a decision to keep the gate open or closed. She referred to the information that had been given Council regarding a city's ability to keep a road closed for traffic circulation problems. She said that the issue that needs to be investigated is whether the opening of this road would create additional impacts more than any other public road.

Councilmember Ekberg agreed that a public hearing should be held before any definitive action was taken. Mayor Wilbert invited the President of Spinnaker Ridge Community Association to come and speak.

John Gorow - 6887 Main Sail Lane. Mr. Gorow passed out a letter and presented the reasons that the residents of Spinnaker Ridge were opposed to removal of the gate. He explained that the residents bought property in Spinnaker Ridge thinking it is a dead-end street. He described the configuration of the road and adjacent asphalt walkway, and the issue of safety for those who walk through the neighborhood. He talked about the increased traffic through the neighborhood

and onto Soundview Drive, and speeding issues. He continued to described the children's play area at the corner of McDonald and Erickson Streets, the other retirement facility in that area, and the safety concerns related to opening the street to through traffic. He said that there is currently adequate traffic circulation in the area, and that any convenience that would come from opening the street would not compare with the safety issues. He discussed the minimal maintenance on the street and that the street does not meet city standards. He concluded by urging Council not to make Erickson a through street.

George Hoopy - Spinnaker Ridge. Mr. Hoopy said that when Grandview Street is improved, it will add a main thoroughfare. He discussed problems at the Hunt Street and Soundview Drive intersection, adding that a traffic light is needed. He urged Council not to open the gate on Erickson Street.

Ruth Vasquez - 3444 Erickson. Ms. Vasquez said that her window faces the street and she often sees trucks trying to turn around at the west side of the gate, creating a safety problem for the neighborhood. She added that they had been told that the gate only had one lock on the gate, left unlocked. She said that she saw three locks chained on, all locked. She said that during construction, it was very difficult to get to appointments and such. She said that she thought this was an elitist ploy to keep poorer people from using the road, and she has no intention on harming her neighbors, as she doesn't drive. She asked Council to take this into consideration.

Edith Mogul - 3444 Erickson. Ms. Mogul said her company from Seattle came up Erickson Street from Soundview, came upon the gate, then had to turn around and find an alternative route, which was a nuisance. She then talked about the children on the playground, and how people turning around at the gate creating a safety issue. She said that Erickson is a crooked street, and most wouldn't use it and talked about the inconvenience of having the street blocked during construction on Kimball.

Mike Shipman - 6516 27th Street. Mr. Shipman said he walks through the Spinnaker Ridge neighborhood. He said that Council should not have a public hearing, but take action to give these people their neighborhood back tonight.

MOTION: Move to set a public hearing on October 8th.
Young/Ekberg -

Councilmembers discussed whether the gate would remain open or closed until the public hearing. David Skinner said that the gate was currently closed, and would remain so unless Council directed him to open it. Mayor Wilbert asked the representative from the Fire Department to come forward and speak on their concerns.

Eric Watson - Asst. Chief, Pierce County Fire District #5. Chief Watson recommended leaving the gate as is with a "knox padlock" until Council makes a determination. He added that the Fire Department is not in favor of gates. He said that with a gate comes the responsibility for increased emergency response time.

Mayor Wilbert asked Chief Barker if the police have access to the lock on the gate. Chief Barker explained that if the gate was locked, they do not have a key, but could get through by cutting the lock. Both Chief Barker and Chief Watson recommended no locks if the gate is to remain in the interim. This led to the following motion.

AMENDED MOTION: Move to keep the gate closed with no locks until the October 8th public hearing, with the understanding that the police and fire departments have the right to take the necessary action if found locked.
Ruffo/Picinich - unanimously approved.

PUBLIC COMMENT:

Robert Siplick - 6777 Port Lane. Mr. Siplick explained that his house was at the very top left of Erickson Street in Spinnaker Ridge, and that he wanted to set the record straight that the gate has never been locked. He added that there have been many mornings that the gate has been pushed open and left. He said that he is the one who has put two locks on the gate, which only appear that they are locked, but all you have to do is unlatch the gate.

COUNCIL COMMENTS:

Councilmember Pasin talked about his concerns with traffic violations throughout the city. He asked for Council to have a discussion either this evening or at a future workshop to address an increase in traffic patrol and enforcement, traffic mechanisms to reduce traffic accidents, relocation of bus stops on Point Fosdick, and redesign of ingress/egress to the shopping centers to improve traffic flow and reduce accidents. Councilmembers supported the idea of a worksession to discuss traffic concerns.

Councilmember Dick suggested in addition to discussing traffic concerns, that the city address and take a proactive stance on the issue of County development adding to traffic on city streets.

STAFF REPORTS:

Gig Harbor Police Department - July Stats. Chief Barker announced that this would be the last Council meeting for David Skinner, adding that it had been a pleasure to work with him. Councilmembers also voiced their appreciation for the job he had done while working for the city.

Mr. Skinner thanked Councilmembers for being "adventuresome" in their vision on projects such as the Round A Bout and thanked his staff and fellow associates. He explained that his new job would move him closer to his family.

ANNOUNCEMENT OF OTHER MEETINGS: None.

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.3 1.110(i).

MOTION: Move to adjourn to Executive Session at 8:46 p.m. for the purpose of discussing potential litigation for approximately thirty minutes.
Ruffo/Young - unanimously approved.

MOTION: Move to return to regular session at 9:15 p.m.
Dick/Young - unanimously approved.

MOTION: Move to adjourn to Executive Session for an additional ten minutes.
Dick/Young - unanimously approved.

MOTION: Move to return to regular session at 9:22 p.m.
Owel/Young - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:22 p.m.
Picinich/Young - unanimously approved.

Cassette recorder utilized.
Tape 624 - Side B 250 - end.
Tape 625 - Both Sides.
Tape 626 - Side A 000 - 372.

Gretchen A. Wilbert, Mayor

City Clerk

August 23, 2001

RECEIVED

AUG 29 2001

CITY OF GIG HARBOR

Gretchen Wilbert, Mayor
3105 Judson St.
Gig Harbor WA 98335

Dear Mayor Wilbert:

The scouts from Troop 282 would like to thank you for the tour of City Hall. Here are some things we liked best:

I thought the painting for the teacher was cool. I also liked the idea of the urban forests.

- Charlie

My favorite part was when you showed us the book of rules. - Philip

Listening to the skateboard incident made me laugh. - Mark

I liked learning about the plants on the sidewalk was very interesting. -Adam

I liked learning about the city offices. - Thomas

I appreciated you taking us on the tour, and I learned a lot about how our community works. - Alex

Thanks for taking your time to teach us about our community and showing us around City Hall. We enjoyed it a lot.

Sincerely,
The Boy Scouts of Troop 282



Washington Finance Officers Association

August 27, 2001

Gretchen Wilbert, Mayor
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

RECEIVED

AUG 28 2001

CITY OF GIG HARBOR

Dear Mayor Wilbert:

This is to notify you that the City of Gig Harbor 2001 Budget has earned the Washington Finance Officers Association Distinguished Budget Award. This award is patterned after the Government Finance Officers' Program and is the highest form of recognition in fiscal planning and budgeting within the State of Washington. In order to earn this award, the budget documents are critiqued by at least two reviewers who return a favorable response. I have received favorable responses from the reviewers of your 2001 document. (A summary of the responses will be mailed under separate cover to the official requesting the results.)

The budget document is judged on meeting program criteria covering policies, operations, financial planning and communications. The receipt of this award is evidence of an interest in effective fiscal management programs benefiting the customers of the City of Gig Harbor. You and your staff are to be commended for such an interest.

A plaque and certificates for your 2001 budget document will be available for presentation at the 2001 WFOA conference in Wenatchee. These items may be picked up at the education table.

Sincerely,

Bonita R. Fell
WFOA Budget Awards Chair
% City of Kent Finance Department
220 Fourth Avenue South
Kent, WA 98032-5895
Telephone: 253-856-5245
Email: bfell@ci.kent.wa.us

cc: David Rodenbach, Finance Director

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2000 marks the two hundred thirteenth anniversary of the signing of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 10th day of September, 2001.

Gretchen A. Wilbert, Mayor

Date



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: AGREEMENT FOR REIMBURSEMENT - PERROW
DATE: SEPTEMBER 6, 2001

INFORMATION/BACKGROUND

Gig Harbor North developers have constructed a water line down 96th Street and on Burnham Drive with the understanding that a latecomers agreement will be presented to Council for approval for future reimbursement within an area defined by the City Engineer (Project Engineer Steve Misuriak at this time). Perrows have connected the Northharbor Business Park (inside city limits) to water subsequent to signing the attached agreement. This agreement guarantees their participation in the future latecomers agreement. The reason that the attached agreement says "refund" is because the \$100 deposit for latecomers paid by Perrows with this agreement may exceed their pro rata share of the latecomers payments - an unlikely event. The agreement, drafted by Legal Counsel Carol Morris, was signed as drafted.

RECOMMENDATION

Staff recommends approval of this agreement for reimbursement/refund of latecomers' and/or connection fees.

**AGREEMENT FOR REIMBURSEMENT/REFUND
OF LATECOMERS' AND/OR CONNECTION FEES**

AGREEMENT, made this 1 day of SEPT 2001, between Burnham Construction, LLC, a Washington Limited Liability Company, and the City of Gig Harbor, a Washington municipal corporation, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

RECITALS

1. The City owns and operates a water system within and adjacent to its limits; and
2. Property owners not parties to this Agreement plan to construct, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010, et seq., certain extensions to said system more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which additions are capable of serving areas owned by the Owner; and
3. The Owner and the City acknowledge the likelihood that such extensions will be constructed, and that the Owner's property will be included in the area benefited by the extensions, as such properties are described in Exhibit "B" to this Agreement; and
4. The City and Owner desire and intend by this Agreement to provide for collection of the necessary connection fee for the properties as well as the fair prorata share of the cost of construction of said extensions from the Owner, because such Owner did not contribute to the original cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act; and
5. The City and Owner acknowledge that the fair prorata share of the cost of construction has not yet been determined, nor has the City established the boundaries of the benefited area; and
6. The City and Owner desire and intend by this Agreement to allow the Owner to pay an amount toward the necessary connection fee as well as the fair prorata share of the cost of construction of the extensions to be constructed; and
7. The fair prorata share has not yet been definitively established for the benefited properties, so the City desires to require the Owner to pay any additional amounts if the amount collected under this Agreement is less than the fair prorata share determined by the City in the future, and conversely, to allow the Owner a refund of any portion of the amount collected under this Agreement if the fair prorata share determined by the City in the future is less:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. The Owner shall pay the City Twenty-two thousand four hundred dollars and no cents (\$22,400.00) as a connection fee for the properties described in Exhibit "B."

C. The Owner shall pay the City One hundred dollars and no cents (\$100.00) towards the fair prorata share to be paid for the properties described in Exhibit "B."

D. Payment of Additional Amounts. If the City signs a Latecomers' Agreement with the Property Owners constructing the extensions described in Exhibit A, and if the Owner's properties are included in the benefited area established in such Latecomers' Agreement, and further, if the City establishes a fair prorata share for the individual benefited properties in an amount over and above the amount the Owner has paid to the City under this agreement for the individual properties described in Exhibit B, the Owner agrees to pay such additional amounts. After determination of the fair prorata share, the City will inform the Owner in writing if the Owner is required to pay any additional amounts, and such additional amounts shall be paid within 45 days after the City's written notice. The Owner's failure to pay such additional amounts may result in the City's enforcement of the terms of this Agreement in a court of competent jurisdiction, termination of water service to the property, and/or any other legal remedy available to the City.

E. Refund to Owner. If all of the events described in Section D occur, but the fair prorata share established by the City is less than the amount paid by the Owner in this Agreement, the City shall refund the difference to the Owner.

F. 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 Owner.

G. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

(Owner) MICHAEL PERRAW
P.O. Box 245
GIG HARBOR, WA 98335

H. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

I. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

J. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

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

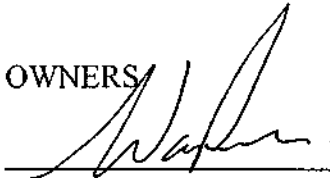
L. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

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

CITY OF GIG HARBOR

By: _____

OWNERS



Burnham Coast LLC.

ATTEST:

City Clerk

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

Carol A. Morris

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 _____ 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: _____

(print or type name)

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

My Commission expires: _____

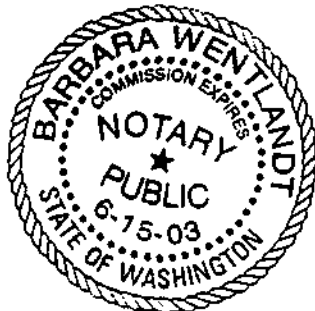
STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Wade Perrow 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 owner of Burnham Const Co to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept 1, 2001



Barbara Wentlandt

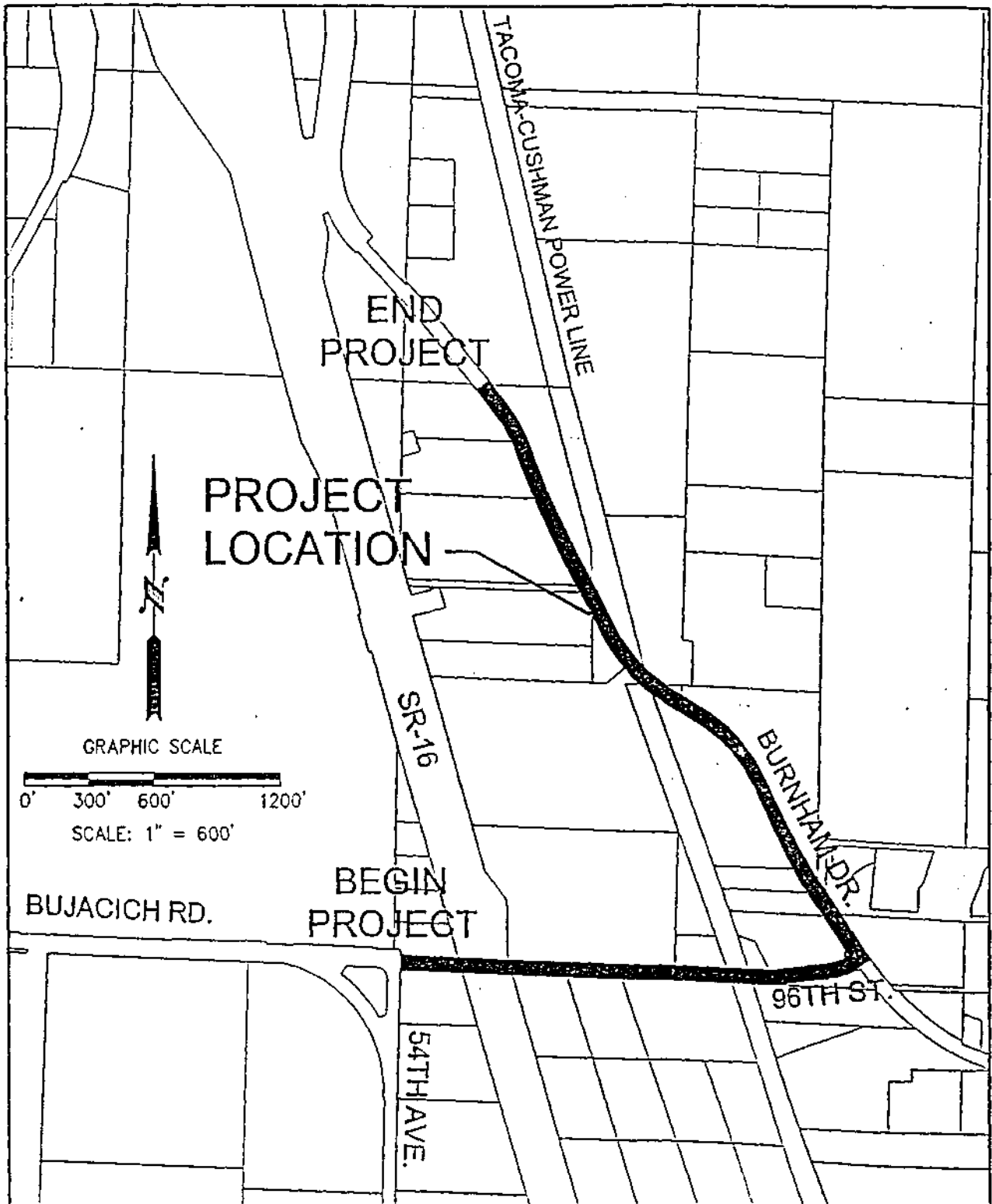
Barbara Wentlandt

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing

at: Gig Harbor, WA

My Commission expires: 6-15-03



BURNHAM DR. WATER IMPROVEMENT PROJECT
EXHIBIT "A"

EXHIBIT A
NORTHARBOR BUSINESS CAMPUS

Questions Call Michael Perrow at 253-761-5522

Parcel: R4001020010 Date: 08/08/2001, 04:37 PM
 Name: BURNHAM CONSTRUCTION LLC
 Site Address: 4717 97TH ST NW LOT 1
 Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
 Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION

Description
 SE OF SW 31-22-02E L 1 EASE OF
 RECORD APPROX 23,517 SQ FT OUT OF
 02-22-31-3-031 SEG F-0926 JU
 4/26/94JU

PROPERTY PLAT INFORMATION

Plat Number	Plat RTSQ	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020020 Date: 08/08/2001, 04:37 PM
 Name: BURNHAM CONSTRUCTION LLC
 Site Address: 4706 97TH ST NW LOT 2
 Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
 Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION

Description
 SE OF SW 31-22-02E L 2 EASE OF
 RECORD APPROX 59,703 SQ FT OUT OF
 02-22-31-3-031 SEG F-0926 JU
 4/26/94JU

PROPERTY PLAT INFORMATION

Plat Number	Plat RTSQ	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020030 Date: 08/08/2001, 04:36 PM
 Name: BURNHAM CONSTRUCTION LLC

EXHIBIT A

Site Address: 4514 97TH ST NW LOT 3
Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION
Description
SW OF SE 31-22-02E L 3 EASE OF
RECORD APPROX 63,046 SQ FT OUT OF
02-22-31-4-034 SEG F-0926 JU
4/26/94JU

PROPERTY PLAT INFORMATION

Plat Number	Plat RTSQ	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020040 Date: 08/08/2001, 04:21 PM
Name: BURNHAM CONSTRUCTION LLC
Site Address: 4502 97TH ST NW LOT 4
Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION
Description
SW OF SE 31-22-02E L 4 EASE OF
RECORD APPROX 21,780 SQ FT OUT OF
02-22-31-4-034 SEG F-0926 JU
4/26/94JU

PROPERTY PLAT INFORMATION

Plat Number	Plat RTSQ	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020051 Date: 08/08/2001, 04:18 PM
Name: PERROW WADE H & ELIZABETH A
Site Address: 4408 97TH ST NW
Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
Use Code: 4833 WATER STORAGE. REF. MANUAL

PROPERTY TAX DESCRIPTION
Description
SW OF SE 31-22-02E LOT 5A EASE OF
RECORD APPROX 30,055 SQ FT OUT OF

EXHIBIT A

005-0 SEG I-0394 JU 12/4/96JU

PROPERTY PLAT INFORMATION

Plat Number	Plat RTSQ	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020100 Date: 08/08/2001, 04:13 PM
Name: BURNHAM CONSTRUCTION LLC
Site Address: 9707 44TH AVE NW LOT 10
Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION

Description:
SW OF SE 31-22-02E L 10 EASE OF
RECORD APPROX 25,951 SQ FT OUT OF
02-22-31-4-034 SEG F-0926 JU
4/26/94JU

PROPERTY PLAT INFORMATION

Plat Number	Plat RTSQ	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020110 Date: 08/08/2001, 04:13 PM
Name: BURNHAM CONSTRUCTION LLC
Site Address: 9715 44TH AVE NW LOT 11
Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION

Description:
SW OF SE 31-22-02E L 11 EASE OF
RECORD APPROX 23,437 SQ FT OUT OF
02-22-31-4-034 SEG F-0926 JU
4/26/94JU

EXHIBIT A

PROPERTY PLAT INFORMATION		
Plat Number	Plat RTSO	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020120 Date: 08/08/2001, 04:12 PM
 Name: BURNHAM CONSTRUCTION LLC
 Site Address: 9803 44TH AVE NW LOT 12
 Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
 Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION
Description
SW OF SE 31-22-02E L 12 EASE OF RECORD APPROX 23,429 SQ FT OUT OF 02-22-31-4-034 SEG F-0926 JU 4/26/94JU

PROPERTY PLAT INFORMATION		
Plat Number	Plat RTSO	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020130 Date: 08/08/2001, 04:10 PM
 Name: BURNHAM CONSTRUCTION LLC
 Site Address: 9811 44TH AVE NW LOT 13
 Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
 Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION
Description
SW OF SE 31-22-02E L 13 EASE OF RECORD APPROX 27,931 SQ FT OUT OF 02-22-31-4-034 SEG F-0926 JU 4/26/94JU

PROPERTY PLAT INFORMATION		
Plat Number	Plat RTSO	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020141 Date: 08/08/2001, 04:07 PM
 Name: BURNHAM CONSTRUCTION LLC
 Site Address: 9803 44TH AVE NW

EXHIBIT A

Mailing Address: PO BOX 245 , GIG HARBOR WA 98335

Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION

Description

SW OF SE 31-22-02E LOT 14A EASE OF
RECORD APPROX 78,635 SQ FT OUT OF
014-0, 015-0 & 016-0 SEG L-0597 JU
3/14/00JU

PROPERTY PLAT INFORMATION

Plat Number	Plat RTSQ	Plat Name
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400102 S2312202 NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020161 Date: 08/08/2001, 04:04 PM
 Name: DONKEY CREEK HOLDINGS LLC
 Site Address: 9770 44TH AVE NW
 Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
 Use Code: 6379 OTHER WAREHOUSING AND STORAGE, NOT ELSEWHERE CODED.
 PP Parcel(s): P2620007810

PROPERTY TAX DESCRIPTION

Description

SW OF SE 31-22-02E LOT 16A EASE OF
RECORD APPROX 56,460 SQ FT OUT OF
017-0 & 018-0 SEG L-0597 JU
3/14/00JU

PROPERTY PLAT INFORMATION

Plat Number	Plat RTSQ	Plat Name
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400102 S2312202 NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel: R4001020190 Date: 08/08/2001, 04:02 PM
 Name: PERROW WADE H & ELIZABETH A
 Site Address: 44TH & 97TH NW TRACT A
 Mailing Address: PO BOX 245 , GIG HARBOR WA 98335
 Use Code: 9700 VACANT COMMERCIAL LAND.

PROPERTY TAX DESCRIPTION

Description

SE OF SW & SW OF SE 31-22-02E

EXHIBIT A

TR "A" EASE OF RECORD APPROX 315,259 SQ FT (7.24 ACS) OUT OF 02-22-31-3-031 & 4-034 SEG F-0926 JU 4/26/94JU		
PROPERTY PLAT INFORMATION		
Plat Number	Plat RTSQ	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)

Parcel:	R4001020200	Date: 08/08/2001, 03:59 PM
Name:	BURNHAM CONSTRUCTION LLC	
Site Address:	44TH & 97TH NW TRACT B	
Mailing Address:	PO BOX 245 , GIG HARBOR WA 98335	
Use Code:	9700 VACANT COMMERCIAL LAND.	

PROPERTY TAX DESCRIPTION		
Description		
SW OF SE 31-22-02E TR "B" EASE OF RECORD APPROX 18,640 SQ FT OUT OF 02-22-31-4-034 SEG F-0926 JU 4/26/94JU		
PROPERTY PLAT INFORMATION		
Plat Number	Plat RTSQ	Plat Name
400102	S2312202	NORTHARBOR BUSINESS CAMPUS BSP(2A)



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: CITY COUNCILMEMBERS AND MARK HOPPEN
FROM: MAYOR GRETCHEN WILBERT
SUBJECT: APPOINTMENT TO ART COMMISSION
DATE: SEPTEMBER 6, 2001

GW

INFORMATION/BACKGROUND

A position has become vacant on the Gig Harbor Arts Commission due to the untimely death of a member of our Community, John Anchich Jr.

Marion Ekberg, a local book illustrator and long-time primary school teacher, has shown an interest in serving on the committee, and I believe she would be a valuable addition. Lita Dawn Stanton, Chairperson on the committee, has also recommended the appointment of Marion.

RECOMMENDATION

City Council approve the appointment of Marion Ekberg to the Gig Harbor Arts Commission.



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: CONSULTANT SERVICES CONTRACT - THE SHEA GROUP
DATE: SEPTEMBER 6, 2001

INFORMATION/BACKGROUND

Mr. David Skinner, now employed by the Shea Group, is available for assigned work to provide continuity for project closure, policy objectives and other Public Works projects. The attached contract makes it possible to employ the Shea Group and Mr. Skinner, up to a \$40,000 limit for such projects. In particular, Mr. Skinner's services will be employed to provide assistance with respect to the Public Works issues associated with the closure of the Borgen Blvd. project, the completion and closure of Sewer Lift Station #3A, the final development and presentation of the city's Comprehensive Plan and its various elements (including Transportation, Sanitary Sewer, Water, Parks, and Storm), and negotiations with the Department of Ecology for the acquisition of additional water rights for the city.

POLICY CONSIDERATIONS

Exhibit 'A' describes the realm of services for which the consultant and firm may be utilized. While we intend to minimize Mr. Skinner's hours (or the hours of his less expensive assistants), his employment will allow prudent progress and closure of projects for which Mr. Skinner was principally responsible.

The attached contract has been crafted by the city's Legal Counsel, Carol Morris.

FISCAL CONSIDERATIONS

Consultant costs will be attributed directly to costs associated with particular projects. For instance, Shea Group billings with respect to the closure of Borgen Blvd. will be ultimately assigned to LID costs. Comprehensive Plan costs will be attributed to budget lines relating to comprehensive plan development. In other words, it is unlikely that the assistance provided under this contract would cause alteration to the 2001 City Budget.

RECOMMENDATION

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

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. D.B.A. The Shea Group, a corporation organized under the laws of the State of Washington, located and doing business at 8830 Tallon Lane Lacey, Washington 98516 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the administration of various Public Work projects, and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the On-Call Flexible Services Agreement, dated August 28, 2001, attached hereto as **Exhibit A – On-Call Flexible Services Agreement**, 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 work as described in Exhibit A, to be assigned by the City Administrator through a Formal Task Assignment Form, attached hereto as Exhibit B.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed forty thousand dollars and no cents (\$40,000.00) for all services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in the On-Call Flexible Services Agreement (**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 through the use of the Formal Task Assignment Form which shall not be used to modify or amend this agreement. The Consultant's billing rates and reimbursables shall be as described in **Exhibit C – Schedule of Rates**. The Consultant shall not bill at rates in excess of the hourly rates shown in **Exhibit C**; 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 the On-Call Flexible Services Agreement (**Exhibit A**) immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by September 2002; provided however, that additional time shall be granted by the City for excusable delays 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.

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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director 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 Administrator'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
David R. Skinner, P.E.
The Shea Group
8830 Tallon Lane
Lacey, WA 98516
360-459-3609

Mark Hoppen
City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

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 _____, 2001.

CONSULTANT
By: *Perry A. Shea*
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Perry A. Shea, P.E.
The Shea Group
8830 Tallon Lane
Lacey, WA, 98516
360-459-3609

Mark Hoppen
City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: 9/6/01



Molly M Towlslee

Molly M. Towlslee

(print or type name)

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

Gig Harbor

My Commission expires: 12/2/03

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

On-Call Flexible Services Agreement

General Municipal Engineering and Planning Services

This on-call agreement is entered into between The Shea Group (**Consultant**) and the City of Gig Harbor (**City**). The Consultant will provide professional engineering and planning services as requested by the City for various projects and tasks. The City will request specific engineering services as identified below for each project and will negotiate a scope of work and fee for each task assignment. The number of task assignments negotiated with the Consultant will be at the discretion of the City.

The Consultant will provide specific tasks for each assignment and will include but not be limited to the following items.

On-Call Services

1. Provide engineering support and project management in completing current on-going City of Gig Harbor CFP projects. Coordinate with city design staff.

Current City CFP Projects include:

- East-West Roadway (Borgen Blvd.)
- Kimball Drive Park & Ride
- Kimball Drive Roadway Improvement
- Sewer Lift Station #3A
- Grandview Street Improvement
- Civic Center
- Sewer Outfall Extension Project

2. Assist the City with the finalization and final adoption of the Elements of the Comprehensive Plan.

The individual elements include:

- Transportation
- Sanitary Sewer
- Water
- Parks
- Storm
- The Complete Comprehensive Plan

3. Assist the City Administrator and Public Works Staff in completing contractor and property owner negotiations for the Borgen Blvd project.

4. Assist the City with the ongoing water capacity reservation applications. This work may include further negotiations with the Department of Ecology for acquisition of additional water rights for the City.
5. Assist the city in completing the "project close-out" requirements for the various City projects listed in #1.
6. Provide plan review of current and future development proposals and prepare written response of comments to the Planning Department.
7. Assist the city in preparing grant applications for future roadway and intersection improvements.
8. Attend City council meetings as requested to make formal presentations and support of staff for specific projects as deemed necessary.

Compensation

The Consultant will be compensated for professional services rendered based upon a time and materials basis not to exceed the amount described in Section II of the agreement. Each task amount will be determined based on a specific scope of work for each assignment, an approved number of work hours for each subtask and the Consultant's approved billing rate schedule (attached). The actual fee for each task assignment will be negotiated on a task-by-task basis.

The total aggregate contract amount for this flexible services agreement will be a maximum amount of \$40,000. A Task Assignment form will be completed for each project request and will identify the specific tasks and estimated cost to complete the services (copy of form attached as Exhibit B). The Consultant will provide separate billings and invoices for each Task Assignment Form.

Schedule

This flexible services agreement will be in place for a term of one year beginning in September 2001. The schedule of project completion for each task assignment will be determined on a collaborative effort between the Consultant and the City.

Gig harbor on-call.doc

EXHIBIT B

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____
shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: \$ _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

See Attached

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT C



360-459-3609 • 360-459-0154 fax

9830 Tallon Lane, Suite B, Lacey, WA 98516 • PO Box 3427, Lacey WA 98509-3427

**THE SHEA GROUP
BILLING RATE SCHEDULE
2001**

<u>Classification</u>	<u>Billing Rate</u>
Principal	\$ 150.00
Senior Planner	\$ 115.00
Planner IV	\$ 100.00
Planner III	\$ 85.00
Planner II/Landscape Designer	\$ 75.00
Project Coordinator	\$ 65.00
Technical Aide	\$ 45.00
Senior Engineer	\$ 115.00
Engineer IV	\$ 95.00
Engineer III	\$ 80.00
Engineer II	\$ 75.00
Designer II	\$ 70.00
Office Administrator	\$ 60.00
Office Clerk	\$ 40.00
2-Man Survey Crew	\$115.00
3-Man Survey Crew	\$165.00
Principal Value Engineering	\$125-\$150.00
Expert Witness	\$200.00
Environmental Services	Separate Fee Proposal
Geotechnical Engineers	Separate Fee Proposal
Structural Engineers	Separate Fee Proposal

Direct project expenses and reproduction costs are billed at cost plus 15%

Public hearing testimony services are billed at hourly rates plus 30%.


Principal's initials

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

August 23, 2001

RECEIVED

SPECIAL OCCASION # 090826

AUG 27 2001

CITY OF GIG HARBOR

KNIGHTS OF COLUMBUS COUNCIL 9238
PO BOX 220
GIG HARBOR WA 98335

DATE: OCTOER 28, 2001

TIME: NOON TO 7 PM

PLACE: ST. NICHOLAS PARISH, 3510 ROSEDALE ST., GIG HARBOR

CONTACT: PETE LANCASTER 253-851-7765

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: UTILITY EXTENSION, CAPACITY AGREEMENT – RITA PLAT
DATE: SEPTEMBER 6, 2001

INFORMATION/BACKGROUND

Trilogy Development Corporation has requested 27 ERUs of city sewer to serve the approved Rita Preliminary Plat just north of the Keller Williams and Active Construction business area off Burnham Drive (see Exhibit 'B'). Both Public Works and Planning support the extension as approved, except that the number of units served in the plat has been reduced from the approved 29 units in order to meet city public works standards.

POLICY CONSIDERATIONS

Planning/Building Department

- The approximately 7.25 acre site is located within the City Urban Growth Boundary and is designated as Residential Low, R-1.
- The maximum allowable density in the R-1 zone is three dwelling units per acre (3 du/ac) with up to four dwelling units per acre (4 du/ac) allowed through a planned residential development (PRD). The proposal as submitted is for 3.7 du/ac and must comply with the recently revised PRD standards (Chapter 17.89 GHMC).
- The proposal as submitted is for single-family and duplex residential units. The R-1 pre-annexation zone permits single-family residential but does not allow for duplexes. The proposal calls for seven (7) detached single-family residences and twenty (20) attached 'zero lot line' single-family residences with the common wall at the garage on the property line. The intent of a planned residential development (PRD) is to allow for more creative and imaginative residential projects than generally possible under the strict application of the zoning regulations. Given that the proposal does fall within the density range permitted in the R-1 district, the Planning/Building Director interprets the utilization of a 'zero lot line' as proposed to be appropriate for this project and consistent with the pre-annexation zone.
- Perimeter-landscaping requirements have not been met in the proposal (i.e. All residential plats shall have a minimum 25-foot perimeter buffer (17.78.060 B.).
- The Pierce County Office of the Hearing Examiner approved this project on February 19, 1999. This approval was years in advance of the City's revision to the PRD standards by which new applications are reviewed.

Public Works Department

The development as articulated on Exhibit 'B' can comply with Public Works Standards.

FISCAL CONSIDERATIONS

In capacity commitment of 27 ERUs for the Rita plat, the applicant will pay 15% of the current rate of \$2605 per ERU that applies to this area (\$10,550.25). This payment will guarantee capacity commitment for a three year period, after which time commitment will expire unless the capacity is paid-in-full prior to expiration. The rate paid per ERU will be the rate in effect at the time actual connection is requested.

Also, although this development is in the area identified for latecomers reimbursement to the Peninsula School District, properties in this development do not pay such reimbursement for connection to sewer because this development does not rely on the Purdy Pump Station, but connects by gravity to the Woodhill Pump Station. Only properties within the reimbursement area that utilize the Purdy Pump Station are required to pay latecomers reimbursement.

RECOMMENDATION

Staff recommends that sewer extension be approved contingent on development of the Rita plat consistent with the February 19, 1999, Pierce County Office of the Hearing Examiner Decision on Rita. Extension of sewer shall also be contingent on participation and approval from the city's design review process for the Rita Plat. The City of Gig Harbor must approve any modifications or changes that deviate from either the Pierce County plat approval or the city's design review approval. Design review approval shall be completed prior to the applicant's submission for a Pierce County building permit.

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this 10th day of September, 2001, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Trilogy Development Corporation, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Burnham Drive NW at the following location:

See Exhibit 'B'

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and in inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 27 ERUS average flow; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall

not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on September 9, 2004, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three-year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 10,550.25 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the city to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. As built plans or drawings in a form acceptable to the City Public Works Department;

- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. **Annexation.** Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the Pierce County Hearing Examiner Decision of February 19, 1999, for the Planned Development District/Preliminary Plat: Rita (attached to this agreement as Exhibit 'C').
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.
- C. The development or redevelopment of the property shall receive approval from the city's design review process prior to completing application to Pierce County for a building permit.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's

property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

none

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

19. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2001.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

J. B. Aronson

Name:

Title:

Partner

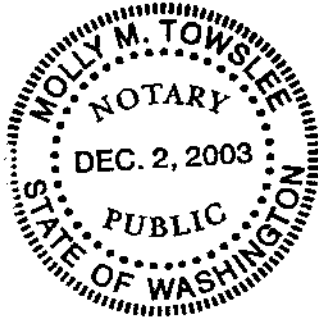
ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Phil B. Arsenis is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it as the Partner of Trilogy Dev. Corp to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/16/01



Signature Molly M. Towselee
NOTARY PUBLIC for the State
of Washington, residing at
Gig Harbor
My commission expires: 12/2/03

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert, is the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are 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 _____
NOTARY PUBLIC for the State
of Washington, residing at _____
My commission expires: _____

EXHIBIT 'A'

LEGAL DESCRIPTION

RITA PLANNED RESIDENTIAL DEVELOPMENT

PARCEL # 01-22-25-1-027

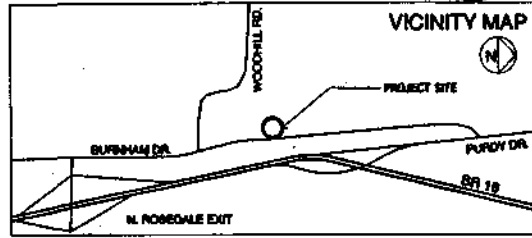
That portion of the Southwest quarter of the Northeast quarter of Section 25, Township 22 North, Range 1 East, Willamette Meridian lying Westerly of Gig Harbor-Purdy County Road. Except that portion conveyed to the State of Washington for State Route No. 16 and State Highway No. 14. Said property more precisely described as the following:

Beginning at the Southwest quarter corner of the Northeast quarter of Section 25, Township 22 North, Range 1 East, Willamette Meridian, thence North $02^{\circ}28'44''$ East 1,324.24 feet, thence South $88^{\circ}00'23''$ East 68.57 feet, thence South $15^{\circ}29'57''$ East 310.16 feet, thence South $02^{\circ}01'21''$ East 432.40 feet, thence South $15^{\circ}37'20''$ East 359.38 feet, thence South $04^{\circ}23'34''$ East 256.17 feet, thence North $87^{\circ}59'40''$ West 340.55 feet to the Point of Beginning. Containing 7.25 acres more or less.

SITE DATA
 SITE AREA: 7.25 ACRES
 PROPOSED USE: SINGLE-FAMILY AND DUPLEX RESIDENTIAL
 TOTAL UNITS: 27
 DENSITY: 3.7 UNITS/ACRE
 OPEN SPACE: 110,730 sf

UTILITIES
 WATER: HARBOR WATER COMPANY
 NATURAL GAS: PUGET SOUND ENERGY
 ELECTRICITY: PENINSULA LIGHT
 TELEPHONE: PTI
 CABLE: TCI
 SEWER: CITY OF GIG HARBOR

IMPERVIOUS SURFACES:
 PRIVATE ROADWAY: ~ 43,500 sf
 DRIVEWAYS: ~ 18,200 sf
 WALKWAYS: ~ 5,900 sf
 ROOFS: ~ 40,500 sf
 TOTAL: ~ 108,100 sf



'RITA
 TRILOGY DEVELOPMENT PARTNERSHIP

FEBRUARY 27, 2001

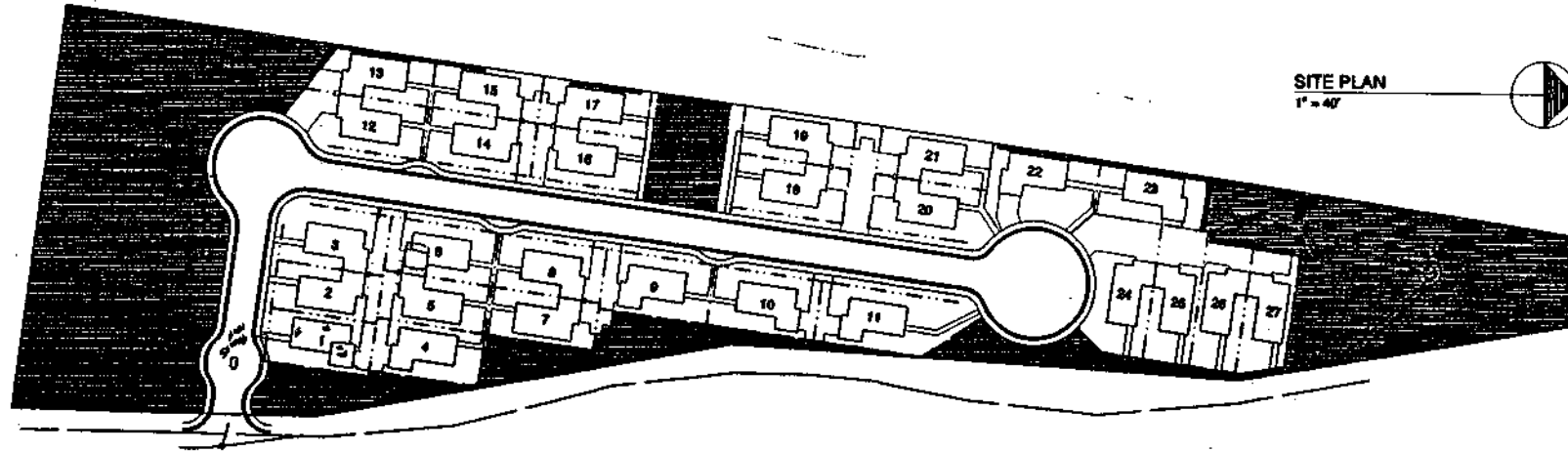


EXHIBIT 'B'



Pierce County

EXHIBIT 'C'

Office of the Pierce County Hearing Examiner

902 South 10th Street
Tacoma, Washington 98405
(253) 272-2206

STEPHEN K. CAUSSEAU, JR.
Pierce County Hearing Examiner

February 19, 1999

Trilogy Development Group
6750 Kimball Drive
Gig Harbor, WA 98335

RE: PLANNED DEVELOPMENT DISTRICT/PRELIMINARY PLAT: Rita

Dear Applicant:

Transmitted herewith is the report and decision of Pierce County Hearing Examiner relating to the above-entitled matter.

Very truly yours,

STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

SKC/llm

cc: Parties of record
PIERCE COUNTY PLANNING AND LAND SERVICES
PIERCE COUNTY BUILDING DIVISION
PIERCE COUNTY DEVELOPMENT ENGINEERING DEPARTMENT
PIERCE COUNTY PUBLIC WORKS AND UTILITIES DEPARTMENT
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
FIRE PREVENTION BUREAU
PIERCE COUNTY PARKS AND RECREATION
PIERCE COUNTY COUNCIL
PIERCE COUNTY RESOURCE MANAGEMENT



EXHIBIT 'C'
OFFICE OF THE HEARING EXAMINER

PIERCE COUNTY

REPORT AND DECISION

CASE NO.: PLANNED DEVELOPMENT DISTRICT/PRELIMINARY PLAT: Rita

APPLICANT: Trilogy Development Group
6750 Kimball Drive
Gig Harbor, WA 98335

AGENT: Ray Frey and Associates
Attn: Carl Halsan
P. O. Box 1447
Gig Harbor, WA 98335

SUMMARY OF REQUEST:

Applicant proposes to subdivide, within a Planned Development District, a 7.11 acre site into 26 two-family, duplex zero lot line lots and 3 single-family residential lots, on 29 lots, with 5 open space tracts, to be served by City of Gig Harbor sanitary sewers, Harbor Water Company, and a private road, in the Moderate Density Single-Family (MSF) zone classification, located at 119th and Goodnough Drive, in the NE 1/4 of Sec. 25, T22N, R1E, W.M., in Council District #7.

SUMMARY OF DECISION:

Request granted, subject to conditions.

PUBLIC HEARING:

After reviewing Planning and Land Services Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on September 30, 1998, at 10:03 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

EXHIBIT "1" - Planning and Land Services Staff Report and Attachments

- EXHIBIT 'C'
- EXHIBIT "2" - Parcel Map
- EXHIBIT "3" - Topographic Map
- EXHIBIT "4" - Artists rendition planned view street level
- EXHIBIT "5" - Site plan dated September 8, 1998
- EXHIBIT "6" - Easement
- EXHIBIT "7" - Letter to property owner to Mr. and Mrs. Greeson from Carl Halsan
- EXHIBIT "8" - Drainage improvements shown on site plan
- EXHIBIT "9" - Mr. Greeson's submittal
- EXHIBIT "10"- Excerpt from comprehensive plan
- EXHIBIT "11"- Excerpt from comprehensive plan
- EXHIBIT "12"- Aerial photograph
- EXHIBIT "13"- Geotechnical report
- EXHIBIT "14"- Conceptual Storm Drainage Design dated October, 1998
- EXHIBIT "15"- Letter from Tom Morfee to Examiner dated October 15, 1998
- EXHIBIT "16"- Letter from Phil Arenson to Examiner dated October 15, 1998
- EXHIBIT "17"- Letter from Jeffrey Sharp, Development Engineer, to Greg Heath dated October 22, 1998
- EXHIBIT "18"- Letter from Jeffrey Sharp to Greg Heath dated November 5, 1998
- EXHIBIT "19"- Letter from Jeffrey Sharp to Examiner dated December 23, 1998
- EXHIBIT "20 Letter from Phil Arenson to Examiner dated December 29, 1998
- EXHIBIT "21- Letter from Tom Morfee to Examiner dated January 4, 1999
- EXHIBIT "22- Letter from Examiner to Tom Morfee dated January 4, 1999

EXHIBIT 'C'

- EXHIBIT "23- Letter from Tom Morfee to Examiner dated January 18, 1999
- EXHIBIT "24- Letter from Jeffrey Sharp to Examiner dated January 20, 1999
- EXHIBIT "25- Letter from Tom Morfee to Examiner dated January 26, 1999

RAYMOND HOFFMAN appeared and presented the Planning Division Staff Report. A second revision to the preliminary plat was presented at the PAC meeting. The request is for 26 duplex lots and three single-family residential lots for a total of 29 homes which will be served by sanitary sewers and public water. No appeals were filed to the DNS, but the PAC unanimously recommended denial. The creek is 50 to 75 feet off-site, and the parcel is located within the MSF classification. Vacant parcels are to the west and single-family dwellings to the south. The average lot size is 5,000 square feet and the density is four dwelling units per acre. The open space equals 2.2 acres and a storm drainage pond is in the southwest corner which will be sized per the engineer. Setbacks include ten feet to the main plat private road, zero to the driveway, zero to the side yard, a possible reduction from Goodnough Drive, and ten to 15 foot rear yard setbacks. He is concerned about the setback on lots 21 through 24 for an easement which serves properties to the west. He understands that they will rewrite the easement to end at the private road through the gate. The site meets most of the comprehensive plan policies and includes a large open space and fence. It meets all of the requirements of the MSF classification. The main issue is the PDD criteria and the site meets all but one. They have not designed recreational amenities into the plat, and while showing sidewalks, must add street trees and lighting. They should also move the homes away from the easement. The property to the west is in one to two acre lots.

Appearing was CARL HALSAN on behalf of the request who stated that the two lots to the west have not been developed. Exhibit "3" is the drainage map showing the creek and the site. Exhibit "4" is an artist's rendition of the plat, and Exhibit "5" is the revised site plan. The site is within an urban growth area and urban services are available. The applicant could request 43 units, but is proposing 29 which calculates to a density of four dwelling units per acre. They submitted a new site plan on September 8, 1998, and changed the proposal to meet staff concerns. The site contains 7.25 acres. When SR-16 was constructed the State relocated Burnham Drive, but it was not surveyed so the west property line of the road is not set. They are working with the County Public Works Department to establish a firm location. However, the most recent calculation is 7.25 acres. The revised site plan reduces the density from 32 to 29 lots, and they have eliminated triplexes and will now build all duplex structures with the except of lots 29, seven, and eight. Open space has been increased from 1.6 to 2.4 acres. They are proposing a moderate density, neo-traditional, pedestrian friendly subdivision. They starting planning with an architect, not an engineer with the objectives of obtaining a sense of privacy, ownership, as much open space and landscaping as possible, low maintenance, large kitchens, and great rooms. Sidewalks will be located on the front and each unit accesses from an alley.

EXHIBIT 'C'

It will have the maximum curb appeal and only eight curb cuts are necessary for the 29 units. The site has no unbuildable steep slopes and the 30% slopes which are usable have been retained as open space. The slope area shown on Exhibit "3" is not part of the site. They are asking no reduction in exterior setbacks. He introduced the easement as Exhibit "6" and stated that it is a 30 foot easement for access and utilities and they will work with the property owner to terminate it at the private road. Exhibit "7" is a letter to the easement holder. The engineer looked at the site and soils, and catch basins will bring storm water through bioswales and into a pond. The Santa Barbara Unit Hydrograph Method is used for sizing the pond. The PAC recommended several conditions should the Examiner decide to approve the plat. The property sits 10 to 25 feet below the travel portion of SR-16 and he is unsure of the effectiveness of buffering. They could do a berm/fence if noise is an issue. However, they are not opposed to the condition, but need direction. They agree with the proposed condition regarding street trees and street lights. They do not want a sport court as a recreational amenity as they probably will market the site to older people or young families. Barbeques and tot lots would be more appropriate. They could also post a bond to allow the homeowners to determine the type of park. Concerning the fence along the west property lines, about 75 to 100 linear feet separate the edge of the property and the top of the bank. It is not possible to develop this area and the next possible development is across the creek, but they will fence the property line if the Examiner desires. They will provide a five foot setback for the easement and only four lots can use the 30 foot easement for access. They should be able to reduce the setback to zero for a 50 foot easement. They are proposing two car garages and will also have on-street parking as they will have a 50 foot wide private road with parking strips on one side. One car can be located between the garage door and the sidewalk. Gates will be at both ends.

Appearing was TOM MORFEE, Peninsula Neighborhood Association, who stated that the site is on Burnham Drive.

Appearing was SKIP GREESON who owns two parcels to the west and his easement concerns were addressed this morning. Footprints on the site plan show zero lot line setbacks. With no access from the interior plat road it could limit development of adjoining properties. He wants the record to remain open until the access easement and gates are resolved. These issues should be resolved prior to preliminary plat approval.

Appearing was TOM MORFEE who introduced Exhibit "4" which was presented to the County this morning, but not to PAC. He wants the record open to review new information. He ascertained from Ray Hoffman that he had not talked with the City of Gig Harbor, but had received two letters. Mr. Morfee's discussions have been with the city and he intends to review a County package and make comments and recommendations as to whether or not it complies with city standards. It is possible that the extension of sewers is contingent on compliance with city standards. There is not a clear interlocal agreement between the city and the county.

EXHIBIT 'C'

CARL HALSAN stated that he had met with the city three times and that the proposal must go through the City Council, but not until the County has approved the plat.

TOM MORFEE then continued by stating that the sidewalk is 200 feet from the creek, but is close to the steep slope and water will discharge to the creek. He wants to see a conceptual storm drainage plan as the discharge will be to a salmon bearing stream which has had substantial restoration efforts. The Santa Barbara method does a better job of analyzing the detention pond, but also creates large manmade ponds. The effect is that we will now have a large pond in a natural open space area. The pond and storm system will require substantial degradation of the area. It is critical that the conceptual plan be provided. The lots should also be larger than 50 feet by 35 feet. The record should remain open for review and response. History shows enough mistakes in the past and we need reasonable requirements. The County has historically required buffering on SR-16 to maintain the screening along the corridor. The protection is for the scenic corridor and it is possible to provide trees and shrubs to break up an urban development. Some vegetation should be planted between the road and development which will also make the development more attractive. A pending ordinance requires a 50 foot vegetative buffer along SR-16. He supports extensive natural buffering with native trees and the applicant is not opposed if it is reasonable. He is correct that he needs direction. He cannot support a future bond for recreational improvements and he would prefer as much open space as possible be in the natural condition which is the general setting of the community. He would not want something drastic in the future, and we should identify the type and scale of the recreational facility before the plat leaves County jurisdiction. The local community should dictate whether it needs a fence or not. The easement needs more hashing out and we do not have a firm site plan until the easement issues are resolved as Mr. McCarthy required in the Davis subdivision. We need to fix the boundaries of Burnham Drive and we need to think about pedestrian access to other areas. A new park is proposed north of Zehmel Drive to the south, and Gig Harbor North will be to the southeast. We should explore pedestrian access to these areas or at least get it started. Each piece should provide its own contribution as such will reduce car traffic. Emergency vehicle access to the west properties should also be addressed.

Appearing was SAM YEHALAM who owns property to the west of the Greeson parcel and is confused as to the notice that was given and also as to the number of units proposed. The fence is ideal for him because of the creek watershed. Three acres to the west can develop into a maximum of 18 lots. Also, an additional parcel is to the north and could add traffic to the easement or to Burnham Drive. He has not spoken to anyone at Pierce County regarding the project. The properties to the west were zoned Conservancy and Natural, and then in 1992 Rural Special which authorized a five acre minimum lot size. Provisions in the comprehensive plan protect ecology in critical areas. We are required to protect the environment which includes the watershed by such things as reduction of densities. While normally a plat must meet the minimum density, it can be reduced in

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consideration of the environment. He then introduced Exhibit "11", excerpts from the comprehensive plan. He built a home on 1.5 acres on a site where only 70 feet could be used. Most of the site was in the canyon. Much wildlife is in the canyon and the State planted fish in the creek. The creek flows constantly, but at different rates. The southwest corner of the parcel is near the top of the canyon. A fence is appropriate to protect the creek and canyon. This site is different from others and he submitted pictures. They are developing the flat portion, but should reduce the density and allow a greater setback from the west property line. He requested the record remain open for review.

Appearing was DAVID BENTLEY, a partner of the applicant, who introduced Exhibit "12", an aerial photograph. They have conceptually designed a storm plan. Where are people to live if not in the urban areas of the County? This neighborhood will work. It is not their job to provide sidewalks to Gig Harbor North. Density is an issue. They have decreased the density, and if it is lowered The plat will not work. Some points of the site will directly discharge. Water flows from their site to the creek at present and the pond will mean less flow during flooding events. It is a better system for the creek.

Appearing was PEGGY SOUTHWELL who owns property on the west boundary toward the north end. She has two major concerns which includes density. While the site is in the urban growth area, it doesn't conform with the surrounding area. Homes here are on one to two acres and some have maintained four acres in their natural state. It bothers her that this development will be in her rear yard. She agrees that the fence will not preserve the land. She would want the boundary there, but is unsure what it should be. Will it prevent children from going to the creek? It could encourage trespassing all the way down to the Sound. What about liability of adjoining properties? What about the environmental sensitivity of McCormick Creek? The water will go somewhere and erosion will occur. Her parcel is on the east side of the creek.

Appearing was KEN MANNING who stated that the salmon enhancement has been occurring since 1992. The creek is heavily impacted from SR-16 and other projects. It is a ten cfs stream in normal flows, but increases to 75 cfs in a matter of hours during a large storm which wipes out the salmon beds. They have released natural salmon into the creek as natural salmon are better than hatchery fish. Andy Greatwood has not reviewed the comprehensive plan. This project is appropriate for Port Orchard or Spanaway, but not this area.

Appearing was CINDY MANNING who encouraged the Examiner to walk down to the creek at the Harbor Water Company road. Twenty-nine units will equal 290 vehicle trips per day. Burnham Drive ends in a sharp corner onto SR-16 to the north. It is not an urban area except as zoned. Do we really want a fence, but what else can we put there to keep people off the road? They will naturally access the creek. She likes the idea of a sidewalk that actually goes somewhere.

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Reappearing was TOM MORFEE who stated that he has not seen the work on the conceptual drainage plan. His purpose is to protect member's rights as existing property owners. The property is located in a sensitive area and we are suffering now due to past projects. We want the balance of the maximum feasible density and still protect the area.

Reappearing was CARL HALSAN who stated that the property is near the fringe, but is still within the urban growth area. The property is between 200 feet and 500 feet from the creek. The Southwell property is on the east side of the creek, but the house is on the west side. The SEPA determination was done, a DNS was issued, and no appeals were filed. The revised plan was submitted on September 8, 1998, and there is no need to leave the record open. The geotechnical engineer has stated no steep slopes are on the site. They have reduced the density to 29 from 43 lots. A preliminary storm drainage plan would delay the project. Mr. Greatwood did not require a preliminary plan, but he will not object to providing a copy of the final plan to PNA. Resolution of the easement is not necessary before plat approval. Concerning the fence, the Examiner should reserve a decision until he sees the site.

MR. HOFFMAN reappeared to refer to Condition 43 which requires DOE review of the storm drainage plan.

No one spoke further in this matter. The Examiner then decided to require a preliminary storm drainage plan and left the record open for preparation of such plan, review by the County, and review by PNA. The hearing was concluded at 12:05 p.m.

NOTE: A complete record of this hearing is available in the office of Pierce County Planning and Land Services.

FINDINGS, CONCLUSIONS AND DECISION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, viewed the property, heard testimony, and taken this matter under advisement.
2. Pursuant to the State Environmental Policy Act and the Pierce County Environmental Regulations (Pierce County Code, Chapter 17.08), the Pierce County Environmental Official designate has reviewed this project and issued a Determination of Nonsignificance (DNS) on July 24, 1998 with a comment period ending on August 10, 1998. No new issues were discovered during the comment period, and no appeals were filed.
3. Notice of this request was advertised in accordance with Chapter 1.22 of the Pierce County Code. Notice of the date and time of hearing was published two (2) weeks

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prior to the hearing in the official County newspaper. Property owners within 300 feet of the site were sent written notice. Notice has been posted on the site.

4. The Peninsula Advisory Commission (PAC) heard the request at its regularly scheduled meeting on September 9, 1998. The Commission voted 4-0 with one abstention to recommend denial based on lack of information to make the PDD findings. If the proposal is approved, the Commission recommends conditions be added to provide the following:
 - A buffer along SR-16;
 - Street trees and lights;
 - Recreational amenities; and
 - A fence along the west boundary.
5. The applicant has a possessory ownership interest in a 7.25 acre, pie shaped parcel of unimproved property abutting the west side of Burnham Drive approximately halfway between it's intersection with Zehmel Drive and Purdy Drive (SR-302). The site is approximately 350 feet deep at the southern boundary and narrows to approximately 60 feet at the northern boundary. The applicant is requesting preliminary plat and planned development district (PDD) approval to allow subdivision of the site into 29 single-family residential lots and five open space tracts.
6. A review of the site plan establishes that all lots are served by a looped, internal road with two accesses onto Burnham Drive. Large open space tracts are located on the north and south ends of the parcel with smaller interior open space areas. Shared driveways limit the accesses onto the internal plat road. A 30 foot wide easement transversing the plat between Burnham Drive and the west property line provides access to parcels abutting the west property line. While the full length of the easement is shown on the preliminary plat, the applicant proposes to maintain the easement only from the west property line to the internal plat road at its present location, and then complete the access to Burnham Drive by granting a new easement over the internal plat road. The portion of the easement extending from Burnham Drive to the east edge of the internal plat road would be terminated. Amenities include gated entries, recreational tracts, sidewalks, street lights, street trees, and buffering along Burnham Drive.
7. The southwest corner of the site is approximately 150 feet from McCormick Creek, a salmon bearing stream which has been the subject of salmon enhancement programs by private individuals and the Peninsula School District. Because of the large open space tract on the southern portion of the site, the nearest impervious surfaces are approximately 350 feet from the creek. The southwest corner of the plat is at elevation 105 feet, while McCormick Creek is at elevation 60 feet.

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Separating the creek from the site is a one lane gravel road designated on the Pierce County Public Works Comprehensive Drainage Program Map (Exhibit 3) as Burnham Drive.

8. A visit to the site reveals a moderately treed parcel with attractive ground cover. The portion proposed for development is relatively flat with steeper portions located in the north and south portions of the site and preserved as permanent open space. The site is heavily impacted by traffic noise from SR-16, a short distance and up hill to the east. Commercial uses are located along Burnham Drive south of the site, and undeveloped property and homes on large parcels about the north, west and south property lines.
9. The applicant filed a completed application for preliminary plat and PDD approval on January 30, 1998. On January 1, 1995, the 1994 Pierce County Comprehensive Plan became effective. The 1994 plan implemented the State of Washington Growth Management Act which required the Pierce County Council to divide the county into rural and urban growth areas. The Council placed this parcel and others in the immediate area along Burnham Drive within the urban growth area, and designated most residential properties therein as Moderate Density Single-Family (MSF). The Council adopted the Development Regulations - Zoning (Title 18A of the Pierce County Code) in July, 1995, and classified the site and other nearby residential areas within the urban growth area as MSF.
10. LU-Re Objective 34 of the Comprehensive Plan states that a variety of residential densities is contemplated in the urban growth areas based upon community values, development type and compatibility, proximity to facilities and services, densities in the plan, affordability, critical area protection and capability, and development techniques. Standard 34.1.1 states:

In moderate density single-family areas, the density for single-family and two-family developments should be up to four dwelling units per acre until sewer service is available. When sewer service is available, the density should be allowed to increase up to six dwelling units per acre.

The Density and Dimension Tables set forth in Section 18A.35.020(B)(2) of the Pierce County Code (PCC), provide that the base density for the MSF classification is four dwelling units per acre while the maximum density is six dwelling units per acre. The base density is authorized if an applicant follows the development standards set forth in Chapter 18A.35 PCC while the maximum density may be achieved through utilizing a planned development district, the transfer of development rights, or the provision of sanitary sewers. The MSF classification requires neither a minimum lot size nor minimum lot width. In the present case, all facilities and services are available to serve the proposed plat, including sanitary

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sewers. The only critical areas on the site (the steep slopes to the north) are preserved as permanent open space. Even though the applicant is providing sanitary sewers and requesting a PDD, the proposed density is the minimum authorized by the development regulations and Comprehensive Plan. Site built single-family attached and detached residential dwellings are consistent with contemplated future development in the area and with single-family development in general. The project will provide a quality, affordable housing opportunity with numerous amenities and substantial open space consistent with community values of the Gig Harbor Peninsula. Therefore, the proposed plat satisfies the principles and standards of LU-Re Objective 34.

11. LU-Re Objective 33 of the Comprehensive Plan sets forth location criteria for residential areas. The location of the preliminary plat is consistent with virtually all of the eight principles set forth in said section. The plat is in convenient proximity to work, shopping, and leisure time areas as it is a short distance from a full service SR-16 interchange which provides access to the City of Gig Harbor to the south and the City of Port Orchard to the north. The site is also a short distance from Purdy which provides limited shopping opportunities, and significant leisure time activities along the Purdy Spit. Peninsula High School, with its play fields and recreational activities, is located a short distance to the north on 144th Street N.W. Burnham Drive, a County arterial which also provides access into Gig Harbor, can accommodate efficient, regular transit service when and if such service becomes economical. The site is in convenient proximity to large open spaces, which includes the McCormick Creek corridor and the Purdy Spit area. The plat itself proposes 2.2 acres (31% of the site) as open space. While the plat is not within walking distance of shopping areas and parks, it is within a short commute thereof. No physical hazards, unhealthful conditions, traffic, or incompatible uses abut or are located in the immediate vicinity. While traffic noise from SR-16 impacts the area, the applicant may mitigate such impact by employing soundproofing construction techniques. The parcel is economical and energy efficient to develop as the portion proposed for development is virtually flat, and no resource lands are located in the immediate area.
12. LU-Re Objective 35 of the Comprehensive Plan states that urban density living should be accommodated only within an urban growth area. As previously found, the site is located within an urban growth area. Principle 35.1 states that urban level facilities and services must be provided prior to or concurrent with development. These services include water, adequate sewage treatment, surface water management, roads, schools, pedestrian trails, paths or sidewalks, and parks. Harbor Water Company will provide both domestic water and fire flow to the site and the City of Gig Harbor will provide sanitary sewer service to each lot. Conditions of approval require the applicant to construct a concrete pathway or sidewalk along both sides of the internal plat road and to provide a bus waiting area if desired by

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the Peninsula School District. Conditions of approval also require the applicant to provide an improved community park and retain the open space in it's natural condition with the exception of storm drainage facilities and other utilities authorized within said area. Principle 35.2 encourages a range of housing designs and densities within the MSF designation and urban growth areas to include small lot single-family, zero lot line developments, clustered housing, duplexes, triplexes, and apartments. The applicant is proposing a small lot, single-family attached and detached subdivision with conventional, site-built homes. Principle 35.3 encourages the facilitation of access and circulation by transit, car and van pools, pedestrians, bicyclists, and other alternative transportation modes. The applicant is providing a sidewalk or pathway along both sides of the internal plat road.

13. Principle 34.5 of the Comprehensive Plan states that infill densities should be consistent with the established neighborhood. The project is not considered infill since it is abutted on three sides by either undeveloped or underdeveloped properties.
14. Concerns were raised by abutting and nearby property owners regarding the significantly greater density proposed by this subdivision as compared with development in the area. Property owners are concerned that dense subdivisions will change the character of the area and adversely affect their lifestyles and property values. These concerns are akin to those addressed by the Washington Supreme Court in the case of SORE v. Snohomish County, 99 Wn.2d 363 (1983). In SORE, Snohomish County adopted a new comprehensive plan which identified appropriate land for industrial development and business parks. At the time of plan adoption, an area identified by the plan for industrial development consisted of agricultural land and houses on substantial acreage. The applicant requested a zone reclassification to industrial uses which would implement the newly adopted comprehensive plan. The court quoted favorably from the Snohomish County Hearing Examiner's decision as follows:

If such implementation [of the plan] were not allowed to occur until physical or developmental circumstances in the area had changed, a new comprehensive plan might never be fulfilled: If an area is presently undeveloped and the newly amended comprehensive plan calls for industrial development, no industrial development may occur until at least one industrial rezone has been granted. If that rezone itself cannot occur because land development patterns have not changed in the area, then the industrial development most likely will never have the opportunity to occur.

99 Wn.2d 363 at 370.

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In the present case, the applicant is not requesting a zone reclassification, but is requesting approval of a subdivision consistent with both the Comprehensive Plan and the zoning regulations adopted by the Pierce County Council. As in SORE, supra, this area cannot develop in accordance with the Council's determination unless subdivisions in accordance with authorized densities are approved. Even though the first subdivisions will be inconsistent with the existing development, the Council has determined that this area of the County is appropriate for densities of four to six dwelling units per acre. While all agree that the subdivision proposes smaller lot sizes than abutting properties, the subdivision is consistent with the MSF zone classification and future development of the area as contemplated by the Comprehensive Plan.

15. As previously found, the applicant is maintaining 2.2 acres or 31% of the site in open space. Conditions of approval require that said open space remain as a natural buffer area with the exception of the installation of drainage facilities and other necessary utilities. A second condition requires that a portion of the internal open space be improved with a community park. The plat makes appropriate provision for open spaces, parks and recreation, and playgrounds.

16. Substantial concerns were raised by Peninsula Neighborhood Association (PNA), and residents regarding potential adverse impacts of the storm drainage system on the McCormick Creek salmon enhancement programs. At the close of the hearing, the Examiner left the record open for the applicant to prepare a conceptual storm drainage analysis for review by Development Engineering and PNA. The applicant commissioned Greg Heath, a professional engineer, to prepare a conceptual storm drainage design and Mr. Heath submitted such in October, 1998. Development Engineering found the design incomplete for a number of reasons and Mr. Heath submitted a second and then third conceptual design which, while not totally complete, was deemed an "approved design" by Development Engineering. Development Engineering finds that no significant or unique storm drainage concerns exist on the site and that the requirements of Ordinance 96-46s2 will adequately mitigate downstream impacts. Further design will require extensive soil tests and a downstream analysis which will determine the eventual type and location of the facilities. While PNA argues that such should be provided prior to preliminary plat approval in accordance with previous Examiner decisions in such plats as Horizon West and Morningside, the Examiner is satisfied that the present storm drainage plan is sufficient to warrant preliminary plat approval. The plat of Horizon West was significantly larger and created substantially more impervious surfaces than Rita. This proposal creates a total of 111,200 square feet of imperious surfaces, all of which are located on the flat area of the site. The plat of Morningside was located adjacent to a steep bluff overlooking Colvos Passage, below which were single-family residential dwellings. A condition has been added requiring Development Engineering and the applicant to provide PNA with copies

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of future storm drainage submittals for it's review and comment prior to final approval. The new County storm drainage standards require significantly larger retention/detention ponds sized in accordance with the Santa Barbara Unit Hydrograph method as opposed to the previous Y and W method. Such ponds have worked well in other areas of the County during the wettest three month period on record. Designing and constructing the storm drainage facilities in accordance with Ordinance 96-46s2 will ensure that the plat makes appropriate provision for drainage ways.

17. The applicant will construct internal plat roads to Pierce County private road standards and all lots will access onto the internal plat road. Adequate entering and stopping sight distance is available at each plat access onto Burnham Drive. Burnham Drive provides access to SR 302 to the north and to a full service SR-16 interchange to the south. A 30 foot wide easement extends west from Burnham Drive through the center of the plat to the west property line and provides access to properties to the west. The applicant will authorize property owners to the west to use the internal plat road and will maintain the portion of the easement from the west edge of the plat road to the west property line (between lots 21, 22 and 23, 24). Until such time as the plat roads are complete, the easement will remain intact. The recorded ingress/egress and utilities easement apparently grants the applicant the authority to relocate the easement at it's own expense. The preliminary plat reflects no setback for structures on lots 21 through 24 from the easement, and for public safety purposes the applicant must maintain the same setback from said easement as from the internal plat road (10 feet). Withholding preliminary plat approval until such time as all issues surrounding the easement are resolved is unnecessary since the applicant must comply with the terms of the easement, and regardless of it's eventual location must provide an adequate access for parcels to the west. Furthermore, the applicant cannot subject the right to use internal plat roads to the discretion of the homeowner's association, but must replace the existing easement with an easement over the internal plat roads. The plat makes appropriate provision for streets, roads, alleys, and other public ways.
18. Harbor Water Company will provide both potable water and fire flow to the site, and the City of Gig Harbor will provide sanitary sewer service to each lot. The site is located within Fire Protection District No. 5, which has a fire station within a reasonable response time. The plat makes appropriate provision for potable water supplies, sanitary waste, and fire protection.
19. The applicant must comply with the Pierce County School Impact Fee Ordinance and make a payment for each lot to the Peninsula School District. The applicant will also construct concrete sidewalks or pathways along both sides of the internal plat road. While requests were made that the applicant also construct sidewalks along the west side of Burnham Drive across the plat frontage, no party of record nor

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Pierce County presented evidence that Pierce County had any long or short term plans for constructing sidewalks in the area. Furthermore, no parks, retail commercial uses, or public facilities are within reasonable walking distance of the plat. Constructing a sidewalk to nowhere would violate the decision of the State of Washington Court of Appeals in Burton v. Clark County, 91 Wn.App. 505 (1998).

20. The applicant is requesting a PDD pursuant to Section 18A.75.050 PCC to allow reduction of the front yard setback from the private road from 25 feet to 10 feet and reductions in the setback for three lots from Burnham Drive from 25 feet to 20, 15 and 10 feet respectively. The applicant is also requesting a reduction in the side yard setback to zero to accommodate attached homes and the combined driveways.
21. A PDD is a flexible zoning concept which allows the County the opportunity to mold a project so that it creates a more desirable environment and results in as good or better use of the land than that produced by the underlying zone classification. Prior to obtaining approval of a PDD, the applicant must establish that the request satisfies the criteria set forth in Section 18A.75.050(J) PCC. Findings on each criteria are hereby made as follows.
 - A. As previously found, the proposed development is in substantial conformance with the 1994 Comprehensive Plan.
 - B. The exceptions from the standards of the MSF classification are warranted by the design and amenities incorporated in the development plan and program. The applicant is providing significant open space, a recreational facility, sidewalks, street lights, and a gated community. These amenities are sufficient to allow the exceptions requested by the applicant and the clustering of the lots away from steeper slopes.
 - C. The proposal is in harmony with the potential future use of the area which is also within the MSF zone classification. Conditions of approval require the applicant to provide a vegetative screen along the eastern boundary of the plat to provide buffering from SR-16. The Examiner has also added a condition which requires the applicant to fence the west and south property lines with either an attractive, six foot high, solid board fence or with a vegetative fence in accordance with a plan approved by the Planning Division. The vegetative fence should consist of native plants which rapidly grow into a screen, difficult to penetrate.
 - D. Maintaining, developing and preserving the open space by means of a homeowner's association is suitable.

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- E. Assuming compliance with conditions of approval, the PDD will result in a beneficial effect upon the area that could not be achieved under other zoning districts.
- F. No evidence was presented that the applicant would not pursue and complete the project in a conscientious and diligent manner.

CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.
2. The proposed preliminary plat and PDD of Rita is consistent with the MSF designation of the 1994 Pierce County Comprehensive Plan and the MSF zone classification of the Pierce County Code.
3. The proposed plat/PDD makes appropriate provision for the public health, safety, and general welfare for open spaces, drainage ways, streets, roads, alleys, other public ways, transit stops, potable water supplies, sanitary waste, parks and recreation, playgrounds, schools and school grounds, and safe walking conditions.
4. The request for a PDD satisfies the criteria set forth in Section 18A.75.050(J) PCC.
5. The proposed preliminary plat/PDD will serve the public use and interest by providing an attractive location for a single-family residential subdivision at the minimum density authorized in the MSF zone classification, and, therefore, should be approved subject to the following conditions:
 1. Both on-building and off-building signs shall be regulated, installed and designed in accordance with the Pierce County Sign Code, Chapter 15.28, Pierce County Code.
 2. Sign areas, setbacks and locations shall be consistent with the provisions of the Pierce County Sign Code and the State Department of Transportation requirements. The most restrictive of the two regulations shall always apply.
 3. Noise emanating from the site shall be regulated and abated in accordance with Chapter 8.76 of the Pierce County Code, "Noise Pollution Control." In this regard, all properties which abut the property boundary lines of this site shall be considered to be "EDNA" Class A classification as residential in nature.
 4. All requirements of the Pierce County Building Department must be met prior

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to the issuance of building permits for this proposal. Buildings should be constructed with consideration of the UBC standards that incorporate materials and methods to take into account noise emanating from off-site sources. (e.g., in this case State Highway 6)

5. Fire flow requirements for one- and two-family dwellings are 750 GPM at 20 psi for 45 minutes, except that 1000 GPM at 20 psi for 60 minutes is required when the total floor area including attached garages is 3600 sq. ft. or more. A hydrant shall be located within 350 feet of the middle of the street frontage of each lot, except that no hydrant is required on a dead-end street not exceeding 600 feet in length when a hydrant is installed at the intersection of the cross street. Hydrant spacing shall not exceed 700 feet. Pierce County Code, Sec. 15.12.083(D) (Ord. #95-91)
6. Prior to final plat approval, requirements of Minimum Standards for Fire Flows, Water Mains and Fire Hydrants, Pierce County Code, Sec. 15.40.060 Procedure for Compliance shall be met. (Ord. #95-91)
7. Hydrant flow test results and water system "As Built" plans shall be submitted to and approved by the Office of Fire Prevention and Arson Control prior to final plat/plan approval. Pierce County Code, Section 15.40.060 (Ord. 95-91)
8. A storm drainage plan must be submitted to the Development Engineering Section as part of the site development plans.
9. A site stabilization plan must be submitted to the Development Engineering Section as part of the site development plans.
10. The site stabilization plan must include erosion control measures for development of the project up through completion of all structures.
11. Erosion control facilities must be installed, and subsequently, inspected and approved by Pierce County prior to site clearing. All necessary erosion control facilities must be properly maintained during all phases of site development to prevent debris, dust, and mud from accumulating on the County right-of-way and/or adjacent property.
12. All work associated with stabilizing slopes and other disturbed areas shall be in accordance with the Pierce County Site Development Regulations Ordinance 90-132.
13. If cleared, the County right-of-way must be seeded, mulched, and stabilized as required by the County.

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14. The intent of the erosion control facilities is to protect downstream property owners from landslides, sediment buildup, and downstream channel scouring. If the intent of the requirement is not met, then all building and construction activity on site shall be discontinued and directed to meeting the intent of the requirement.
15. A clearing and grading plan must be submitted to the Development Engineering Section as part of the site development plans.
16. All clearing and grading limits outside of the road easement/right-of-way shall be shown on the site development plans.
17. All proposed accesses must be accurately depicted on the applicable plan and submitted to the Development Engineering Section for review and approval. The following information must be provided on the plans: distance from the proposed approach to the nearest side street, approach or intersection (on the opposite side of the street); two spot elevations at the edge of the existing pavement; measured distance from right-of-way line to existing edge of pavement; any above ground utilities within 50 feet of the approach; and all applicable approach dimensions. Each driveway must be constructed or placed under a \$4,310. financial guarantee prior to project approval. The easterly driveway onto Burnham Drive must be removed.
18. Entering sight distance from the southerly driveway onto Burnham Drive is not adequate. Vegetation removal is necessary to provide the adequate entering sight distance. Adequate entering sight distance must be available prior to plat approval or issuance of building permits.
19. All lots must access off internal plat roads.
20. The proposed project has a direct impact on the Washington State Department of Transportation's road system. A site plan shall be sent to the State by the applicant. All requirements of the State must be incorporated into the project design. If applicable, an access permit must be obtained from the State prior to project approval by Pierce County.
21. All roads must be completed and approved by the County prior to issuance of building permits on individual lots.
22. All private roads within and providing access to this plat must conform to Ordinance 92-120, The Pierce County Private Road and Emergency Vehicle Access Standards. The accesses that branch off the main loop road are considered to be private roads. If these private roads provide access to four

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lots or less, the minimum road width is 25 feet. If these private roads provide access to more than four lots, the minimum road width must be 30 feet. The setback between private roads and homes is 25 feet. The access road does not meet the curve radius requirements. Therefore, this plat must be reconfigured to meet the Private Road Standards.

23. Any work in the County right-of-way will require a permit.
24. All the comments from the Washington State Department of Transportation must be incorporated into the project design.
25. Prior to issuance of a permit, the applicant will be required to submit a financial guarantee to the County to ensure compliance with the provisions of the Site Development Regulations, the permit, and accepted plans.
26. All fences, pillars, signs, structures, etc., must be located on private property and must not impair sight distance to the County road.
27. This project shall conform to all the applicable sections of the following ordinances that were in effect at the time of application: the Pierce County Road Standards, the Pierce County Private Road and Emergency Vehicle Access Standards, the Geologically Hazardous Areas Ordinance, and the Pierce County Stormwater Management and Site Development Manual, Ordinance 96-46S2.
28. Prior to approval of the water supply for this development, a Certificate of Water Availability is required as per WAC 246-290 and Pierce County Ordinance 86-116S4. The final plat portion of the Certificate of Water Availability must be signed by the water purveyor prior to final subdivision approval.
29. Should this project not be served by sanitary sewer, the Tacoma-Pierce County Health Department will require a review of potential adverse environmental impacts and justification for utilization of on-site sewage treatment and disposal.
30. Because this proposal will require a sewer utility extension contract with the City of Gig Harbor, the applicant will be required to conform to city standards for this development.
31. The combination final plat and Planned Development District final development plan for this proposal shall be submitted to the Pierce County Hearing Examiner for approval and signature within three (3) years of the effective

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date of the Hearing Examiner's decision on the preliminary plat/PDD, subject to the conditions for time extensions as outlined in Sections 16.08.040 and Section 18A.75.050 of the Pierce County Development Regulations-Zoning. Failure to submit said plans shall automatically render all approvals granted herein null and void. Final development plans shall include, but not be limited to, site plan, professional landscape/tree retention and screening plan, parking area, signage, building elevations, and exact location and labeling of recreation facilities in open space tracts. Final development plans shall include, but not be limited to, final plat, professional landscape/tree retention and perimeter screening/buffering plan, parking area, signage and show exact locations of recreation facilities in open space areas.

32. Any reduction in the amount of area devoted shown open areas, tracts, and road location, shall warrant re-evaluation of the required planned development district findings by filing and obtaining an approved major amendment (a public hearing required for this process).
33. The Tacoma/Pierce County Health Department shall be notified, concerning any requirements for the removal and disposal of the solid waste present on the site, prior of final plat approval.
34. Street lighting, allowed replacement landscaping in open space areas, and fencing shall be maintained by a homeowners association.
35. The open space easement area must be clearly delineated on the face of the plat. A heavy dashed line shall mark the limits of the easements and the easements shall be shaded and clearly labeled "NATURAL VEGETATION OPEN SPACE EASEMENT AREA."
36. The following note shall appear on the face of the final plat:

"There are natural vegetation open space easements, appearing on this plat. No clearing, grading, fill or construction of any kind will be allowed within these tracts area except where the water supply line accesses the site and except for the removal of diseased or dangerous trees which must be approved by Pierce County Planning and Land Services in advance. A diseased tree shall be defined as one that has a strong likelihood of infecting other trees or brush in the area or becoming dangerous as a result of the disease, as determined by an expert approved by Pierce County. A dangerous tree shall be any tree which, in the opinion of an expert approved by Pierce County, has a strong likelihood of falling in the event of a 60 mph wind."

EXHIBIT 'C'

37. The following note shall appear on the face of the final plat:

"Each owner of property within this subdivision shall retain a fractional share of undivided ownership in the allocated open space."

38. The following note shall appear on the face of the final plat:

"No logging, clearing, grading or filling shall be conducted on the property until such time as erosion control and storm water drainage plans have been approved by the Development Engineering Section. Subsequent to said approval, tree removal, clearing, grading and filling shall be limited to those areas reasonably necessary to construct roads and utilities, and to clear building footprints. This restriction shall not be read to prohibit or limit tree removal or vegetation clearing by lot purchasers where applicable."

39. When encroachments or conflicts are known prior to submittal of the final plat, Pierce County encourages resolution to these issues so that final plat approval will not be delayed by disputes. Specifically, all issues relating to the revision of the existing private easement owned by parcels 0122256004 and 0122252099 or revising the design of the plat around the easement must occur prior to final plat submittal. Development shall be substantially in conformance with the approved preliminary site plan. Minor deviations may be approved by the Planning Director. Major changes will require a major amendment and additional hearings.

40. A Class IV forest practices permit will be required for the harvest of timber associated with this project.

41. The storm drainage plan shall incorporate a design that considers the sensitive nature of McCormick Creek. The State Department of Ecology shall be forwarded a copy the plan for their review and comment. State permits may be required for the direct discharge to McCormick Creek. The applicant shall also submit the final storm drainage plan to the Peninsula Neighborhood Association for review and comment prior to final approval; provided, however, that the decision to approve said design is solely that of Development Engineering.

42. The applicant shall construct concrete sidewalks or pathways along both sides of the internal plat road and a bus waiting area if requested by the Peninsula School District. The applicant shall also install street lights at the intersections of the plat road and Burnham Drive and at the intersection of the plat road and the easement extending to the west property line.

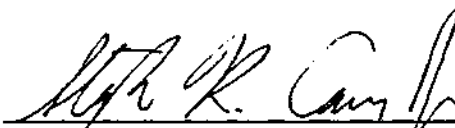
EXHIBIT 'C'

43. The applicant must improve the open space area between lots 19 - 22 with a community park to include benches, seats, barbeque, and other appropriate amenities in accordance with a plan to be approved by the Planning Division.
44. The applicant shall construct an attractive, six foot high, solid board, fence or a vegetative fence or combination of the two along the west and south property lines. The vegetative fence shall consist of native plantings which will rapidly form a thick, difficult to penetrate screen.
45. All requested setback reductions are granted pursuant to the PDD with the exception of the zero setbacks for lots 21 - 24 from the private easement. These setbacks shall be a minimum of 10 feet.
46. The applicant shall plant screening trees along the east property line for the purpose of providing a thick vegetative buffer between the subdivision and SR-16.

DECISION:

The request for preliminary plat and planned development district approval for Rita is hereby granted subject to the conditions contained in the conclusions above.

ORDERED this 19th day of February, 199~~8~~⁹.



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 19th day of February, 199~~8~~⁹, to the following:

APPLICANT: Trilogy Development Group
6750 Kimball Drive
Gig Harbor, WA 98335

AGENT: Ray Frey and Associates
Attn: Carl Halsan
P.O. Box 1447
Gig Harbor, WA 98335

OTHERS:

EXHIBIT 'C'

R.A. Cisco
18311 40th Avenue E.
Tacoma, WA 98446

Peggy Southwell
12217 64th Ave. Ct. N.W.
Gig Harbor, WA 98332

Ken and Cindy Manning
6325 Woodhill Drive
Gig Harbor, WA 98332

Tom Morfee
PNA Box 507
Gig Harbor, WA 98335

New Home Trends
8034 118th Avenue N.E.
Kirkland, WA 98033

PIERCE COUNTY PLANNING AND LAND SERVICES
PIERCE COUNTY BUILDING DIVISION
PIERCE COUNTY DEVELOPMENT ENGINEERING DEPARTMENT
PIERCE COUNTY PUBLIC WORKS AND UTILITIES DEPARTMENT
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
FIRE PREVENTION BUREAU
PIERCE COUNTY PARKS AND RECREATION
PIERCE COUNTY COUNCIL
PIERCE COUNTY RESOURCE MANAGEMENT

EXHIBIT 'C'
**CASE NO: PLANNED DEVELOPMENT DISTRICT/
PRELIMINARY PLAT: Rita**

NOTICE

1. **RECONSIDERATION:** Any aggrieved person feeling that the decision of the Examiner is based on errors of procedure or errors of misinterpretation of fact may make a written request for review by the Examiner. The request must be filed with the Planning and Department with a reconsideration fee as required by the Department of Planning and Land Services, and filed not later than 4:30 p.m. on, March 2, 1999 with the Planning Department. This request shall set forth the alleged errors or misinterpretations, and the Examiner may, after review of the record, take such further action as he deems proper and may render a revised decision.

2. **APPEAL OF EXAMINER'S DECISION:** The final decision by the Examiner may be appealed in accordance with the Land Use Petition Act, Chapter 347, Laws of 1995, Sections 701-719, and Pierce County Ordinance No. 95-112.

NOTE: In an effort to avoid confusion at the time of filing a request for reconsideration, please attach this page to the request for reconsideration.



Pierce County

EXHIBIT 'C'

Office of the Pierce County Hearing Examiner

902 South 10th Street
Tacoma, Washington 98405
(253) 272-2206

STEPHEN K. CAUSSEAU, JR.
Pierce County Hearing Examiner

March 18, 1999

Carl Halsan
Trilogy Development Group
6750 Kimball Drive
Gig Harbor, WA 98335

Re: RITA PDD Decision

Dear Mr. Halsan:

This letter will respond to your letter of March 4, 1999. It is my opinion that Condition 32 is advisory in that the difference between major and minor amendments are set forth in the Pierce County Code or are subject to interpretation by planning staff at the time an amendment is proposed (see Section 18A.85.020 (B) of the Pierce County Code.

Conditions 36 and 38 were recommended by the staff report and were not discussed at the hearing. You should contact Ray Hoffman to ascertain his intent prior to logging and clearing the property. If you and Mr. Hoffman disagree on the intent of the conditions, then perhaps we can devise a method to resolve the issue. Condition 36 addresses the natural vegetation open space easements, and Condition 38 authorizes tree removal, clearing, grading, and filling in those areas necessary to construct roads, utilities, and building footprints.

Concerning Condition 43, in reviewing my notes of your testimony, you did not want a sport court as a recreational amenity, but felt that barbecues and tot-lots would be more appropriate. In imposing Condition 43, I accepted your suggestion as to the type of amenity. If the open space tract between Lots 19 and 22 is inappropriate, perhaps the community park could be relocated.

Very truly yours,

STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

SKC/md
cc: Ray Hoffman



SITE DATA

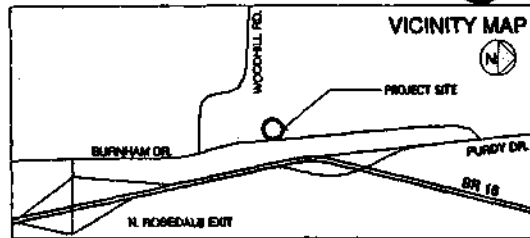
SITE AREA: 7.25 ACRES
PROPOSED USE: SINGLE-FAMILY AND DUPLEX RESIDENTIAL
TOTAL UNITS: 27
DENSITY: 3.7 UNITS/ACRE
OPEN SPACE: 110,730 sf

UTILITIES

WATER: HARBOR WATER COMPANY
NATURAL GAS: PUGET SOUND ENERGY
ELECTRICITY: PENNSULA LIGHT
TELEPHONE: PTI
CABLE: TCI
SEWER: CITY OF GIG HARBOR

IMPERVIOUS SURFACES:

PRIVATE ROADWAY: ~ 43,500 sf
DRIVEWAYS: ~ 18,200 sf
WALKWAYS: ~ 5,900 sf
ROOFS: ~ 40,500 sf
TOTAL: ~ 108,100 sf

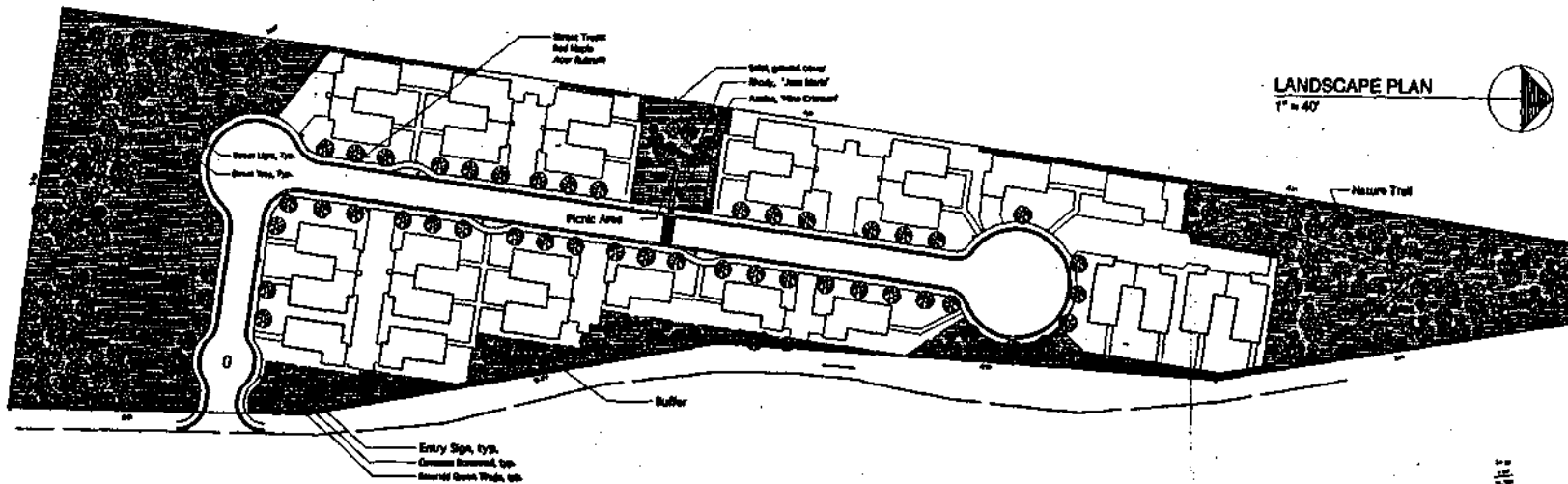


**'RITA'
TRILOGY DEVELOPMENT PARTNERSHIP**

#5/76

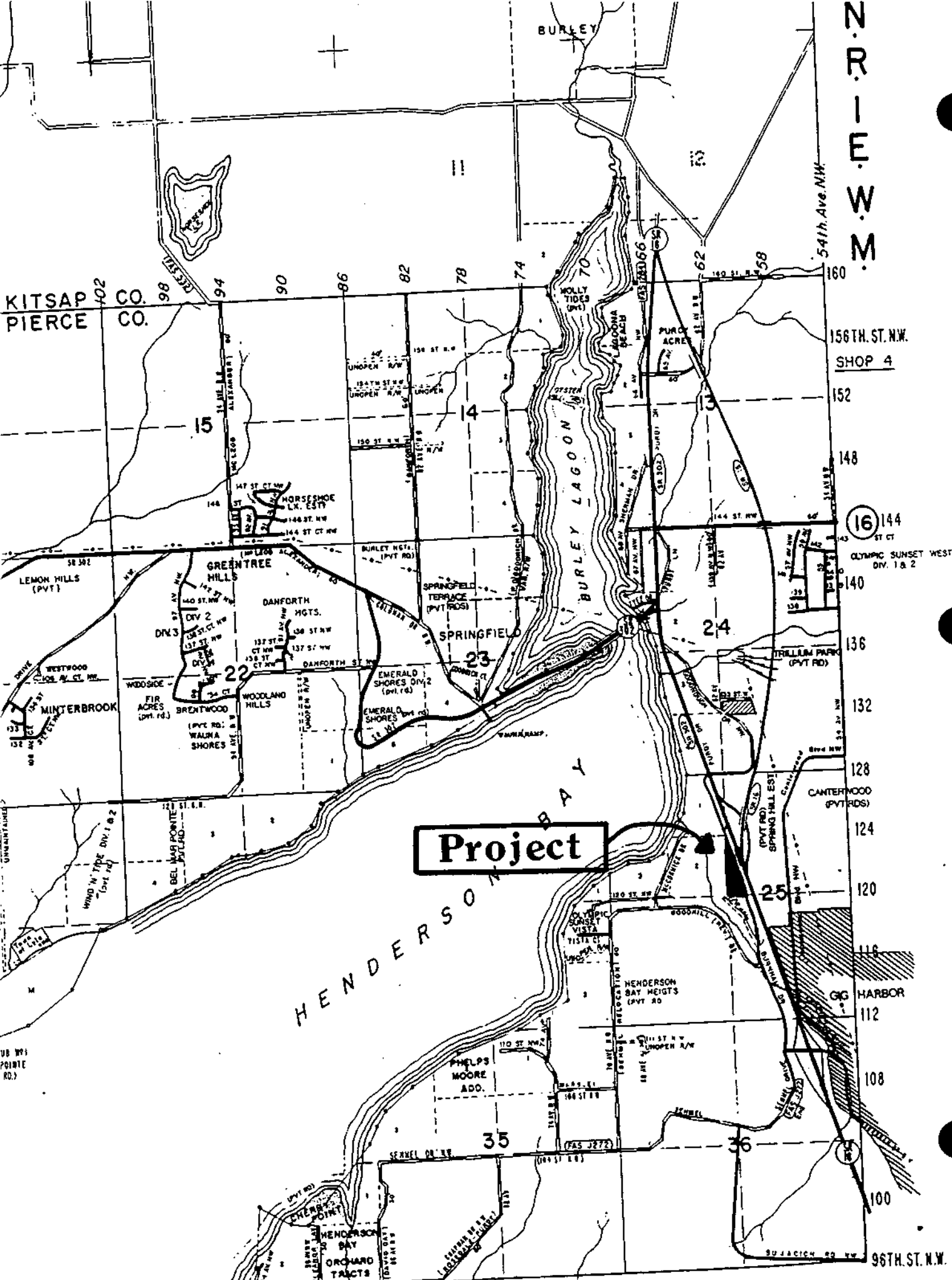
FEBRUARY 27, 2001

LANDSCAPE PLAN BY:
SCOTT JUNGE
with Roseade Gardens



N. R. I. E. W. M.

KITSAP CO. PIERCE CO.



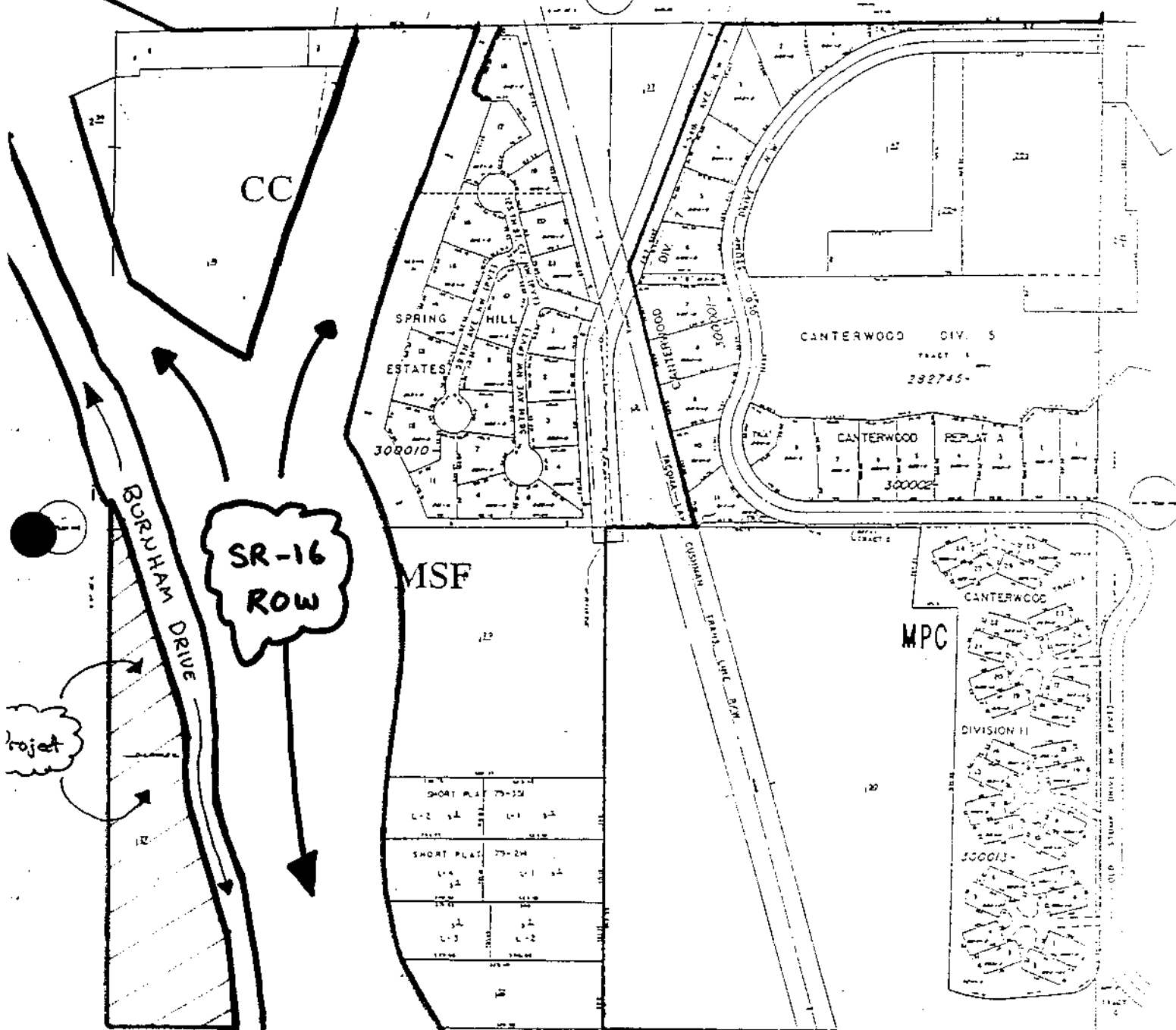
Project

16 ST CT OLYMPIC SUNSET WEST DIV. 1 & 2

GG HARBOR

96TH. ST. N.W.

Date	Drawing	By
2/20/96	Ord. #95-149S2	CC
Adopted by Pierce County Council, Ord. #95-195		
Effective 7/21/95		



Project

SR-16
ROW

NE 25 T 22 R 1 E
ROAD 3, SCHOOL 401, PFD 3, SCALE 1/4" = 1'

DUPLICATE RECEIPT DUPLICATE RECEIPT

=====
CITY OF GIG HARBOR
3105 JUOSON STREET
GIG HARBOR WA 98335
TEL (253) 851-8136
=====

=====
THE "MARITIME CITY"
=====

REG-RECEIPT:01-0008086 C:Apr 16 1999
CASHIER ID:M 3:06 pm A:Apr 16 1999
=====

1060 ADMIN FEE-FILING \$100.00
TRILOGY DEV/UTILITY EXT. FILING FEE

TOTAL DUE \$100.00

RECEIVED FROM:
TRILOGY DEVELOPMENT PARTNERSHIP

CHECK: \$100.00

TOTAL TENDERED \$100.00

CHANGE DUE \$0.00

=====
HAVE A NICE DAY
=====

DUPLICATE RECEIPT DUPLICATE RECEIPT



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. 01 22 25 1 027, Date 9/5/01

Applicant Trilogy Development Group, Phone # 253-851-9722

Mailing Address P O Box 1447, Gig Harbor, WA 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 119th and Goodnough

Subdivision Rita, Lot No. _____

Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____

Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$
1"	1.67	\$2,175.00	\$3,260.00	\$555.00	\$
1-1/2"	3.33	\$4,350.00	\$6,525.00	(2) \$1,130.00	\$
2"	5.33	\$6,960.00	\$10,440.00	(2) \$1,260.00	\$
Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

IMPACT FEES & OTHER CHARGES:

Street Boring (2)	\$ 10.00 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
Park Impact Fees	Residential @ \$1,500.00		\$
Transportation Impact Fees	Residential @ \$ 517.30 Commercial/Multi - @ \$		\$
Water Latecomer Fees	Latecomer Fee Calculation \$ _____ Administration Fee \$ _____		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.
(2) Time & Material Plus 10% (3) Negotiable

TOTAL WATER, IMPACT AND OTHER CHARGES: \$ _____

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 755.00	\$ 1,855.00	(\$ 2,605.00)	27	\$ 70,335 .00

- Equivalent Residential Unit Calculation for non-residential service:

• Residential (1 ERU's per Single Family unit) x (27) = 27
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	FEE
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
	As-Built Plans Fee (Refundable)	\$ 150.00
	Sewer Latecomers Fee/Administration Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

TOTAL WATER , IMPACT & OTHER FEES PAID: \$ _____

TOTAL SEWER SYSTEM FEES PAID: \$ 70,335 .00

GRAND TOTAL FEES PAID WITH THIS APPLICATION: \$ 70,335 .00

Application is hereby made by the undersigned property owner or his/her agent for water and/or sewer service for which I agree to pay in advance, for the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate is issued and be payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the City or any such ordinances/regulations adopted hereafter.

I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, expansions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within one year from the date of issuance, if I do not pay the required fees and request an actual hook-up or connection to the above-identified individual parcel of property within that time period.

I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

D. B. Benson
 Applicant's Signature _____ Date _____

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By
Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

Mayor's Report
September 6, 2001

Thank you for listening for councilmembers and staff at our July retreat your thoughts on how we might all do a better job serving the citizens of the city, and those others who pay sales taxes which provide a healthy contribution toward the city's budget revenue source.

Please consider this report an update on interests from citizens that have reflected through the Mayor's office over the years.

View Retention and Reclamation Policy

Staff is researching existing policy from other cities. We will review the policies and see if we can come up with policy that fits our needs.

Neighborhood Emergency Preparedness

Staff is coordinating with Pierce County Emergency Management emergency preparedness plans for the neighborhoods of Greyhawk and Quiet Forest Park.

Millville neighborhood preparedness updates will continue.

Park and Recreation Planning

Mark and I have been sitting in on a series of meetings with other taxing agencies to come up with a plan to provide recreational opportunities for youth as well as adults on the Peninsulas. These folks have heard your call for more fields, maintenance, and program scheduling. The main issues are who should provide the funds, and who should be in charge. Keep tuned.

Towslee, Molly (Gig Harbor)

From: Keith Hamilton [keithham@centurytel.net]
Sent: Thursday, July 26, 2001 6:56 PM
To: TowsleeM@lesa.net
Subject: "Do residents have a right to their waterfront view?"
Attention: Mayor Gretchen Wilbert

"Do residents have a right to their waterfront view?".

This topic has been long awaited by many residents concerning the obvious number of trees, which have been planted by some homeowners which block the views of their neighbors, as well as waivers to building height codes. It seems as though the Mayor and Council Members have been speaking out both sides of their mouths, concerning the role of government in maintaining the views of existing properties.

The City of Gig Harbor building codes call for a limited height on the building of new homes to eighteen feet from the ground level to the gable peak of a new home. This was originally established to protect the views of adjoining property owners. Recently, that ordinance has been loosely enforced by waivers to the interest of new applicants. The height restriction however, has been strongly enforced by the City of Gig Harbor to owners of existing homes.

We have been residents of this city for over ten years. When we purchased our home, we had a very nice view of Puget Sound. But since that time, trees planted by residents in front of us have almost completely blocked that view. We couldn't believe the inconsideration that these property owners gave their neighbors while they continued to maintain an open and unrestricted view of the water. When approached with requests to assist in altering their most objectionable trees to allow neighboring homes to maintain their views, they flatly refuse to provide even a minimum of clearance.

I note that Mayor Wilbert, as well as the City Attorney, Carol Morris, contend that the City should not be in the business of regulating or protecting the views of private property owners. Then may I ask, why do they still promote their involvement with building height restrictions and continuously regulate the cutting of trees on private property?

On the corner of Grandview and Stanich Streets, I have repeatedly petitioned the City's Public Works Department to cut or trim a most dangerous old Maple tree, which restricts the view of the street traffic from two directions and endangers pedestrians entering the City's Park. They claim that they are hindered because of the Mayor's and Council's adherence to a "no tree cutting policy".

When new property owners start planting Douglas Fir, Pine, Cedar and Spruce Trees, without consideration for the potential height which will cause the loss of views by neighbors, shouldn't their be some restrictions enforced when City managers seem to feel that only cutting trees needs to be regulated?

I feel for those who are contending with the loss of their views by the new Russell Trust Building. Certainly the value that those adjoining properties have suffered can never be recovered by the property owner. If our City's leader's contend that they shouldn't be involved in helping their residents to retain their property values, by providing assistance through guidelines and ordinances to avoid these monstrous trees and other pervasive buildings, then they're leadership must be strongly questioned.

Thank you,

R. Keith Hamilton
3205 Grandview Street
Gig Harbor, WA 98335

(253) 851-7033