

Gig Harbor City Council Meeting



**June 12, 2000
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
June 12, 2000 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARING: Moratorium on PUDs/PRDs.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of May 22, 2000.
2. Correspondence / Proclamations:
 - a) Regional Funding Campaign - Zoo, Trek, Parks.
 - b) Proclamation - Hire A Veteran Month.
3. Change Order #6 - Rosedale Street Improvement Project.
4. Temporary Right-of-Way Dedication Agreements - Kimball Drive Improvement Project.
5. Approval of Payment of Bills for June 12, 2000 in the amount of \$573,428.44.
6. Approval of Payroll for the month of May in the amount of \$283,143.13.

OLD BUSINESS:

1. Moratorium on PUDs/PRDs.

NEW BUSINESS:

1. Indigent Defense Services.
2. Re-appointment of Paul Kadzik to the Planning Commission.
3. First Reading of Ordinance - Wollochet Harbor Sewer District Franchise Agreement.
4. First Reading of Ordinance - Revisions to Concurrence Ordinance.
5. Hearing Examiner Pro Tem Services Contract.
6. Resolution - Adopting Findings and Facts - CUP, Poseidon's Delicatessen.
7. Downtown Design Visualization Proposal.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS / MAYOR'S REPORT:

STAFF REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

Special Council Meeting - Narrow Bridge. Monday, June 19, 2000 at 6:00 p.m. at City Hall.

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

ADJOURN:

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF MAY 22, 2000

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

CALL TO ORDER: 7:05 p.m.

PUBLIC HEARING: Closed Record Appeal of Issuance of Conditional Use Permit for Poseidon's Delicatessen.

Mayor Wilbert opened the public hearing at 7:05. She explained that this was a closed record hearing for the Council to consider the pertinent facts, applicable law and to make a final decision on the appeal of Stanley Stearns on the Conditional Use Permit application of Robert Philpott for a delicatessen called Poisedon's. She read the rules governing a closed record hearing and asked for cooperation in following those rules. She stated that the Appearance of Fairness Doctrine requires that this hearing be fair, in form, substance and appearance. She asked if Councilmembers had any ex parte communication in regards to this issue. She then asked if anyone in the audience objected to her participation as Mayor, or to any Councilmember's participation in the hearing. There were no replies to these questions and she continued. She asked if any member of the Council felt that they could not fairly hear or be objective on this case, would gain any financial benefit or suffer loss as a result of the outcome of the hearing. All Councilmembers responded that they could fairly hear the case, and the deliberations continued.

Mayor Wilbert asked that all persons testifying in this matter take an oath of truth. Pat Iolavera, Interim Planning Director, introduced the appeal of the Conditional Use Permit issued by the Hearing Examiner. She gave an overview of the five issues in the appeal and staff response to each of those issues.

Mayor Wilbert asked if the appellant would like to speak. There were no representatives for the appellant present, and she asked if the applicant or his representative would like to speak.

Keith Moxon, attorney for Robert Philpott. Mr. Moxon explained that Councilmembers and other parties of record had received a letter from Mr. Stearn's attorney dated May 16th advising that they did not intend to pursue argument of this appeal. He briefly outlined some of the issues brought about in the appeal.

Councilmembers asked questions of Ms. Iolavera, the applicant, and Carol Morris, City Attorney. The Mayor then closed the hearing at 7:33 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of May 8 and May 11, 2000.

2. Correspondence / Proclamations: None.
3. East-West Roadway Project Materials Testing - Consultant Services Agreement.
4. Approval of Payment of Bills for May 22, 2000:
Checks #25071 through #25200 for \$354,186.62.
5. Approval of Payroll for the Month of April: \$205,762.43.
6. Liquor License Change of Location: Water to Wine.
7. Liquor License Assumption: Mike's Chevron (Market Express)

MOTION: Move approval of the Consent Agenda as presented.
Picinich/Young - unanimously approved.

OLD BUSINESS:

1. Economic Impacts of the Proposed Narrows Bridge Project. Mark Hoppen, City Administrator, explained that two Councilmembers asked to revisit the issues of the economic impacts and the pertinence of NEPA regulations to the Final Environmental Impact Statement for the proposed bridge. Councilmember Dick suggested that due to the limited notice, and the fact the Councilmember Owel was not present, that discussion on this be postponed until the next meeting. He said that he would like to hear any commentary on this subject this evening, but then publish a notice in the newspaper and bring it back at a later date to allow others to speak. He recommended that staff supply additional information on what can be done, and the cost of any action.

Councilmember Ruffo said that he agreed that there were several unanswered questions on this important issue. He said that the main question is how effective Council would be in determining a course of action and how cost effective taking any action might be. Mayor Wilbert asked members of the audience to come and speak.

Dick Van Cise - 7103 Cliff Ave. Longbranch. Mr. Van Cise said that he was opposed to the bridge proposal, and that economically, he was concerned with the appointment of the "Oversight Commission" that will act as the watchdog over tolls. He said that he thought the process was done in secret and the public had no input in their selection. He talked about the 'PPI' and continued to say that there is a great deal of military emphasis in this region, and that he wondered why the burden is being placed upon the Peninsula residents to pay for a bridge when it is the Federal Government that benefits.

Marian Berejikian - 11307-38th Ave Ct NW. Ms. Berejikian asked for clarification on why the Council waited until now to address this issue when she has been in contact with staff a month ago. Mr. Hoppen responded that there had not been any direction from Council to staff relative to the issue. Ms. Berejikian continued to say that the economic impacts from this bridge would affect the community in a big way and that the city should step in and take appeal the EIS as they had missed the deadline for Amicus brief.

Councilmember Dick requested help from those coming forward to speak to identify areas in the FEIS that would warrant an appeal. He also said he would like to know the likelihood of success if the Council appealed the FEIS and the potential cost of an appeal.

Karen Biskey - 4113 35th Ave NW. Ms. Biskey thanked Council for considering the issue. She added that she felt that there are still things that can be done to make the project more acceptable. She said that she would save her comments for the next meeting, but added that she had reviewed the FEIS and many of her questions about the economic impacts upon this community were not addressed. She said that these issues should be listed for review and to determine if they can be mitigated. She said the lack of an economic analysis in the FEIS is particularly vulnerable in Federal Court. Another flaw in the FEIS is the lack of identification of a full range of alternatives, another issue for Federal Court. She offered to have Mr. Gindler return to address Council.

Councilmember Robinson discussed the impact on property values. Councilmember Young asked if the County Council had responded to a request to appeal. Ms. Biskey replied that there had not been much of a response, and that it would be up to Gig Harbor to help itself.

Councilmember Ruffo said that he would like the focus over the next few weeks to be the mitigation aspect of the FEIS and the economic effects upon the citizenry and the financing of the bridge. Ms. Biskey said that this research would have to be done to enter a challenge. She said that if the Council were to decide to file an appeal, then they would bear the expense of an attorney and an independent economic analysis. The state would then have to counter it or accept it for inclusion in the EIS. She continued to say that the lack of information in an EIS is not unusual, as the proponent will not address issues that they don't want brought up.

Councilmember Young said that he wanted to clarify that this process is not appealing the bridge, only the adequacy of the EIS. Mark Hoppen asked Council to remember the ratio of the city's population to the overall population of toll payers on the Gig Harbor and Kitsap Peninsulas and to consider the many corridors through which a large number of area commuters pass each day. He said that with regard to seeking SR-16 project mitigation, what would be in the best interest of the City of Gig Harbor taxpayers is not necessarily in the interest of the mass of the toll payers.

Michael Murphy - 110303 56th St. NW. Mr. Murphy said that he had reviewed the Executive Financial Summary from United Infrastructures and that the numbers are astronomical. He said that 90% of this money will come from the Peninsula area and that he is interested in mitigation of the economic impacts and support from the State. He discussed his concerns about the cost of the project and environmental impacts. He encouraged Council to consider an appeal, because it appeared that the other politicians have abandoned their people.

Hank Searles - lives just outside city limits. Mr. Searles said that it was too late to file an Amicus brief. He said that he and several others had come to a special meeting several weeks ago, but that there weren't enough Councilmembers present for a quorum. He said that it is very apparent from what is happening with the toll roads in California that the City of Gig Harbor was going to take "one hell of a shot" from the bridge. He that the Council owes it to their constituents, which he was quick to add that he was not one, to

do everything possible to make a last-ditch effort to stop this thing before it is too late. He said it is another "WPPS" and an absolute disaster.

Councilmember Robinson asked that staff prepare an estimate on the process to file an appeal and what costs might be involved. Mark Hoppen said that first, the issues for an appeal needed to be identified. He spoke about noise, visual concerns, transportation and other issues which would be difficult to pin down and attack. He said that he had been contemplating these issues for five years, had read volumes of information on the subject, and participated in the MIS process along with County Councilmember Biskey. He said he could prepare a summary presentation of the issues of the FEIS, but recommended that Council look at the information presented and the appeal process before making a decision to appeal. He said it would be difficult to present all the issues at a regular meeting, and recommended a worksession to facilitate a democratic discussion of the issues. After discussion, a special session was scheduled for Monday, June 19th at 6:00 p.m. for the presentation from staff and to accept public testimony. Ms. Morris advised Council that due to time constraints, she would not be able to handle an appeal, and offered to contact other attorneys who have experience in similar appeals to come and be part of the presentation on the 19th.

NEW BUSINESS:

1. Closed Record Appeal of Issuance of Conditional Use Permit for Poseidon's Delicatessen. The presentation was given during the public hearing and the following motion was made.

MOTION: Move to deny the appeal and affirm the decision of the Hearing Examiner to approve the Conditional Use Permit for Poseidon's Delicatessen and Convenience Store located in the Waterfront Millville District at 3313 Harborview Drive.
Ruffo/Robinson - unanimously approved.

2. Habitat Analysis of Donkey Creek Consultant Services Agreement - Applied Environmental Services. Ms. Iolavera asked for approval of a contract to perform a habitat analysis of Donkey Creek stream corridor. She explained that due to many legal issues regarding endangered species, this analysis would be required.

MOTION: Move to approve the Consultant Services Agreement with Applied Environmental Services in an amount not to exceed \$15,638.13.
Young/Ruffo - unanimously approved.

3. McGraw Water Extension. Mark Hoppen presented this request for water service to property on 96th Street. He explained that the area is currently served by the city and recommended approval of the extension.

MOTION: Move to approve the McGraw water extension subject to the compliance with the city's R-1 developmental standards.
Picinich/Ruffo - unanimously approved.

4. Resolution - Declaration of Surplus Property. Dave Skinner explained that with the purchase of the Borgen Property, an inventory of miscellaneous materials and equipment was made. He requested approval of the resolution declaring this as surplus property to be taken to auction.

MOTION: Move to adopt Resolution No. 553.
Dick/Young - unanimously approved.

5. East-West Road Construction Project - Bid Award. Dave Skinner said it was with extreme honor that he presents this request for a bid award for the construction of the East-West Road. He gave an overview of the bid process and explained that the bid came in substantially lower than the engineer's estimate. He took the opportunity to thank his staff members for their hard work on this project, and introduced them individually and asked them to stand and be recognized. Mark Hoppen then congratulated Dave for his efforts in completing this project and gave a history of the lengthy process. He also recognized Karen Biskey for her part in getting the project approved.

MOTION: Move to authorize the award and execution of the contract for the East-West Road Construction Project to the lowest bid of two million one hundred fifty-seven thousand one hundred sixty-three dollars and fifty cents (\$2,157,163.50 to Tucci & Sons, Inc.
Picinich/Ekberg - unanimously approved.

PUBLIC COMMENT/DISCUSSION: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert said that she had been contacted by some of the local skateboarders asking for an opening date for the skate park. She said she had talked to the contractor who indicated that it was ready to be opened and said she was awaiting a date from the Public Works Department.

Councilmember Dick asked for an update on the Kimball Drive / Pierce Transit project. Mr. Skinner said that he had not heard an official starting date, but that they were hoping to begin the second week in June.

STAFF REPORTS:

1. GHPD April Stats. No verbal report given.
2. Public Works. Mr. Skinner announced that the new streetlights on Rosedale Street were functional. He added that more lights would be added to the next year's budget.

ANNOUNCEMENT OF OTHER MEETINGS:

Special City Council Meeting - 6:00 p.m., Monday, June 19th, at City Hall.

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

MOTION: Move to adjourn to Executive Session at 9:15 p.m. for approximately fifteen minutes for the purpose of discussing pending litigation.
Picinich/Robinson - unanimously approved.

MOTION: Move to return to regular session at 9:30 p.m.
Picinich/Robinson - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:30 p.m.
Picinich/Dick - unanimously approved.

Cassette recorder utilized.
Tape 574 Side A 090 - end.
Tape 574 Side B 000 - end.
Tape 575 Both Sides.
Tape 576 Side A 000 - 183.

Mayor

City Clerk

Regional Funding
ZOO • TREK • PARKS

May 9, 2000

Gretchen Swayze Wilbert
Mayor
City of Gig Harbor
8825 Harborview N #8
Gig Harbor, WA 98332


Dear Mayor ~~Wilbert~~:

After nearly two years of collaboration, the Pierce County Council, MetroParks Tacoma, and the City of Tacoma have won unprecedented bipartisan support for an important ballot measure which your constituents will vote on this September. With their approval, the measure will enact a one tenth of a percent sales tax to fund Point Defiance Zoo, Northwest Trek, and parks throughout the County.

Voter approval of regional funding will mean cleaner, safer parks for families to enjoy. It will also secure the future of the Zoo and Trek for your constituents and future generations to visit. It will preserve open space in our County, in spite of rapid growth.

A committee of citizens in favor of this measure is now forming. A Campaign Management Committee was put together as a preliminary subcommittee to facilitate the organizing of the Official Campaign Committee. The official campaign committee will consist of a diverse group of elected officials, civic leaders and a campaign chair. One component of this coalition will be a special committee of elected officials who wish to offer their leadership to this effort. Members of this special committee will be asked to individually endorse, and we will ask each jurisdiction to pass a resolution in support of the measure.

Please consider adding your leadership to this effort by joining the other elected officials who will serve on this special committee. Your participation will help ensure the future of recreational spaces and world-class zoological parks in Pierce County.

Please respond to Patty Henson, Zoo Society Executive Director, at 253-404-3633.

Thank you for considering this invitation. I look forward to working with you toward passage of the regional funding measure.

Yours truly,



Tim Thompson, Chairman
Regional Funding Campaign Management Committee

Campaign
Management
Committee

Tim Thompson, Chair

PMB 442
2522 North Proctor
Tacoma, WA 98406

253 • 404 • 3633



STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT

RECEIVED

JUN - 5 2000

CITY OF GIG HARBOR

May 30, 2000

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

Dear Mayor,

I want to thank you for taking time off from your busy schedule to review our request for supporting "Hire-A-Veteran Month, June 2000". This is a time when we show our appreciation to over 650,000 Veterans that across the state and the large population of Veterans that make up a big part of Pierce County.

Governor Locke has proclaimed the month of June as Hire-A-Veteran Month in Washington State. Employment events will take place in cities and towns across the state, Mayors, Veteran and Community leaders across the state will support these events with support Proclamations, support letters to the local media and or participation in local events.

The showcase of events will take place In Pierce County, with "**Hire-A-Veteran Job Fair**". Presented by the Employment Security Department and Hosted by American Veterans (AMVETS) Post #1 5717 so Tyler in Tacoma **June 30, from 9am to 3pm.**


This letter is an opened invitation for you, your staff, city council, and community leaders (if time permits) to support, participate or be a part of this note worthy event that will take place in Pierce County on June 30th. The event will attract 60 Employers and over 2000 veterans and job seekers. Again thank you for your support.

For your information Please find Governors Proclamation and Job Fair flyer enclosed.

If you have any questions please feel free to contact me at 253-593-7361 or

Scantu@esd.wa.gov

Sincerely,



Sal Cantu, Veterans Representative
Tacoma Job Service Center
1313 Tacoma Ave. So
Tacoma WA. 98402



PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, there are more than 606,000 veterans in Washington State who have served our country with dedication, perserverance and courage; and

WHEREAS, Washington employers have recognized the lifelong contributions that veterans and family members have made in this state in the 20th Century and the expectations that veterans have as we move forward in the 21st Century; and

WHEREAS, June 27, 2000, marks the 50th anniversary of the start of the Korean War, the "Forgotten War," in which many men and women served honorably and for which some men and women lost their lives; and

WHEREAS, over 64,000 veterans have sought employment and training services from the Employment Security Department during the last program year; and

WHEREAS, the state of Washington recognizes that veterans are a well-trained, sometimes untapped pool of labor with a wide range of technical skills;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare June 2000, as

HIRE-A-VETERAN MONTH

in the city of Gig Harbor and urge all citizens to join me in this special observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28th day of June, 2000.

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 MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: ROSEDALE STREET IMPROVEMENT PROJECT (F.A. PROJECT NO. STP US-TA96 (235), CONTRACT NO. TA-0851, CSP 9800) - CHANGE ORDER NO. 6
DATE: JUNE 1, 2000

INTRODUCTION/BACKGROUND

On June 14, 1999 Council authorized award of the subject construction contract to Harlow Construction Company, Incorporated. Construction started on July 12, 1999.

Change Order No. 6 is for the following additional work performed by the Contractor.

Due to poor weather experienced in December of last year the Rosedale Street Improvement Project was suspended through the winter. As a result of the suspension a new bid item was created for the temporary pavement markings required from Stinson Ave. to Doritich Ave.

As directed by the project engineer the Contractor replaced the cone section of an existing sanitary sewer manhole with an 8" round flat slab top to reduce the vertical elevation of the manhole top at station 35+10.

As requested by the project engineer the Contractor installed an asphalt wedge curb along the residential driveway at 3415 to redirect Stormwater drainage, the Contractor also installed 24cy of landscape bark along the property frontage on City right-of-way.

To create a uniform grade near a new power vault the Contractor was directed to place approximately 14.8 tons of 1-1/4" crushed rock near residence 3805.

Council approval is requested to execute Change Order No. 6 as outlined above.

POLICY/FISCAL CONSIDERATIONS

This change order is necessary to facilitate the construction of the Rosedale Street Project. Each change was reviewed by the construction inspector and the project engineer and found to be accurate and beneficial. The combined change orders will increase the contract amount by \$2,734.18. The current status of the construction budget remains under the contracted amount.

RECOMMENDATION

I recommend Council authorize execution of Change Order No. 6 for the Rosedale Street Improvement Project (F.A. No. STP US-TA96(235), Contract No. TA-0851, CSP 9800) in the amount of two thousand seven hundred thirty-four dollars and eighteen cents (\$2,734.18).

Rosedale Street Improvement Project
 Contract No.: TA-0851
 Federal Aid Project No.: STP US-TA96 (235)
 Change Order No. 6

SCHEDULE A: STREET & STORM DRAINAGE IMPROVEMENTS

Bid Item No.	Description	Previous Contract Quantity	Unit Price	Previous Contract Amount	Quantity Increase or <Decrease>	Amount of Increase or <Decrease>
122	Temporary Pavement Marking	0 LS	\$411.41	\$0	1	\$411.41
124	Landscape Bark	0 CY	\$58.00	\$0	24	\$1,392.00
125	1-1/4" Crushed Rock	0 TON	\$22.90	\$0	14.80	\$338.88
126	Asphalt Wedge Curb	0 LS	\$200.00	\$0	1	\$200.00
Subtotal (Schedule A)						\$2,342.29
Sales Tax @ 0.0% (WA State Revenue Rule 171)						\$ 0.00
Total Cost (Schedule A)						\$2,342.29

SCHEDULE B: SANITARY SEWER IMPROVEMENTS

Bid Item No.	Description	Previous Contract Quantity	Unit Price	Previous Contract Amount	Quantity Increase or <Decrease>	Amount of Increase or <Decrease>
123	8-In. Round Flat Slab Top for Manhole	0 EA	\$362.86	\$0	1	\$362.86
Subtotal (Schedule B)						\$362.86
Sales Tax @ 8.0% (WA State Revenue Rule 171)						\$ 29.03
Total Cost (Schedule B)						\$391.89



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: KIMBALL DRIVE IMPROVEMENT PROJECT
- AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY AND
TEMPORARY CONSTRUCTION EASEMENT
DATE: JUNE 2, 2000

INTRODUCTION/BACKGROUND

A budget objective for 2000 includes the construction of the Kimball Drive Park-and-Ride Facility. The project provides for a new traffic signal at the Pioneer Way and Kimball Drive intersection; channelization on Pioneer Way and the northern terminus of Kimball Drive; minor alignment revisions for the Kimball Drive approach to Pioneer Way; enhancement of the signal at Pioneer Way and Stinson Avenue intersection; modifications of the signal at the Pioneer Way and Grandview Street intersection. Federal Aid (Highway and Transit Administrations), Pierce Transit, Fire District 5, and private funds are involved in this project. Pierce Transit is the lead agency, with the City providing design review, and construction inspection services for Pioneer Way improvements.

In order to construct these improvements, additional right-of-way, and a temporary construction easement is needed for the reconstruction of the driveways on the southeast and southwest corners of the intersection at Kimball Drive and Pioneer Way. The property owners, Pioneer Plaza Partnership located on the southwest corner of the intersection of Kimball Drive and Pioneer Way agreed to dedicate a strip of right-of-way and a temporary construction easement to the City for the subject improvements. Equilon Enterprises, LLC, the property owner on the southeast corner of the subject intersection have also agreed to dedicate to the City a right-of-way easement. Both agreements have been prepared to formalize the location of the easement areas.

Council approvals of the easement agreements are requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

Staff recommends that the Council accept the attached easement agreements.

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

THIS AGREEMENT is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation and Equilon Enterprises, LLC, a Texas limited liability company (hereinafter the Owners"), whose address is 12700 Northborough, Suite 100, Houston, Texas 77067.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the property legally described in Exhibit "A", (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate certain right-of-way on, over, under and across the Property, which right-of-way is legally described in Exhibit "B" (the "Right-of-Way") which is attached hereto and by this reference incorporated herein, to the City for a roadway and related improvements; and

WHEREAS, in exchange for the Owners' dedication of the Right-of-Way, the City agrees to reconstruct the sidewalks on the southwest corner of the Pioneer Way-Kimball Drive intersection, and other improvements as shown on the construction plans entitled "Kimball Drive Park and Ride Facility and Pioneer Way Improvements," a portion of which is attached hereto and incorporated herein as Exhibit C; and

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

TERMS

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

A. Grant.

1. Permanent Easement. The Owners hereby convey and grant to the City, its successors and assigns, a permanent, nonexclusive right-of-way easement over, in, along, across, under and upon the property described in Exhibit "B," and shown on Exhibit "C" at the location described therein, for the purpose of constructing the Kimball Drive improvements, together with the nonexclusive right of ingress to and egress from the Roadway over the Owners' property, and for the reconstruction, operation, repair and maintenance of same.

B. **Conditions.** This permanent easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE:

The City of Gig Harbor

(By) Jane E. Harris
Its JANE E. HARRIS
Attorney-in-fact

By: _____
Its Mayor

Attest: _____

By: _____
Its _____

By: _____
City Clerk

Approved as to form:

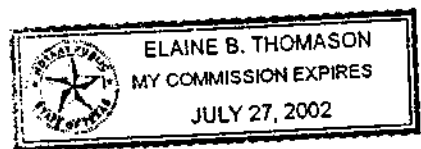
By: _____
Its _____

By: _____
City Attorney

STATE OF Texas WASHINGTON)
COUNTY OF HARRIS) ss.

I certify that I know or have satisfactory evidence that Jane E. Harris is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as Attorney-in-fact of Equilon Enterprises LLC to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 5/31/00



Elaine B. Thomason
(Signature)

NOTARY PUBLIC, State of ~~Washington~~, Texas
residing at: 3800 Tanglewilde Houston TX 77063
My appointment expires: _____

STATE OF WASHINGTON)
COUNTY OF _____) ss.

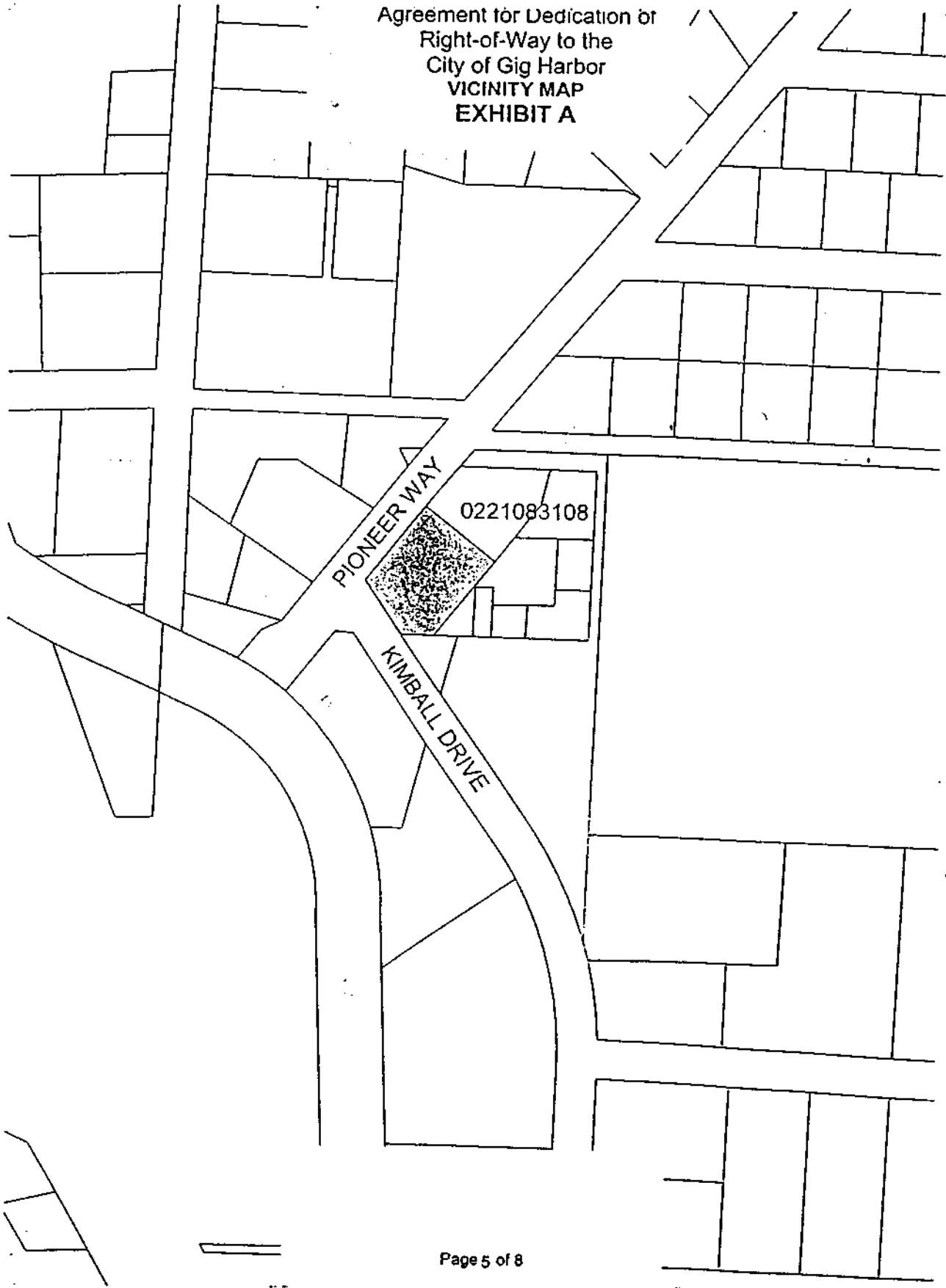
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as _____ of _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____
My appointment expires: _____

Agreement for Dedication of
Right-of-Way to the
City of Gig Harbor
VICINITY MAP
EXHIBIT A



Agreement for Dedication of
Right-of-Way to the
City of Gig Harbor
LEGAL DESCRIPTION
EXHIBIT B

GIG HARBOR, WASHINGTON
7101 PIONEER WAY

All that real property located in the City of , County of Pierce, State of Washington, commonly known as 7101 PIONEER WAY, more particularly described as follows:

That portion of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 8, Township 21 North, Range 2 East of the W.M., described as follows:

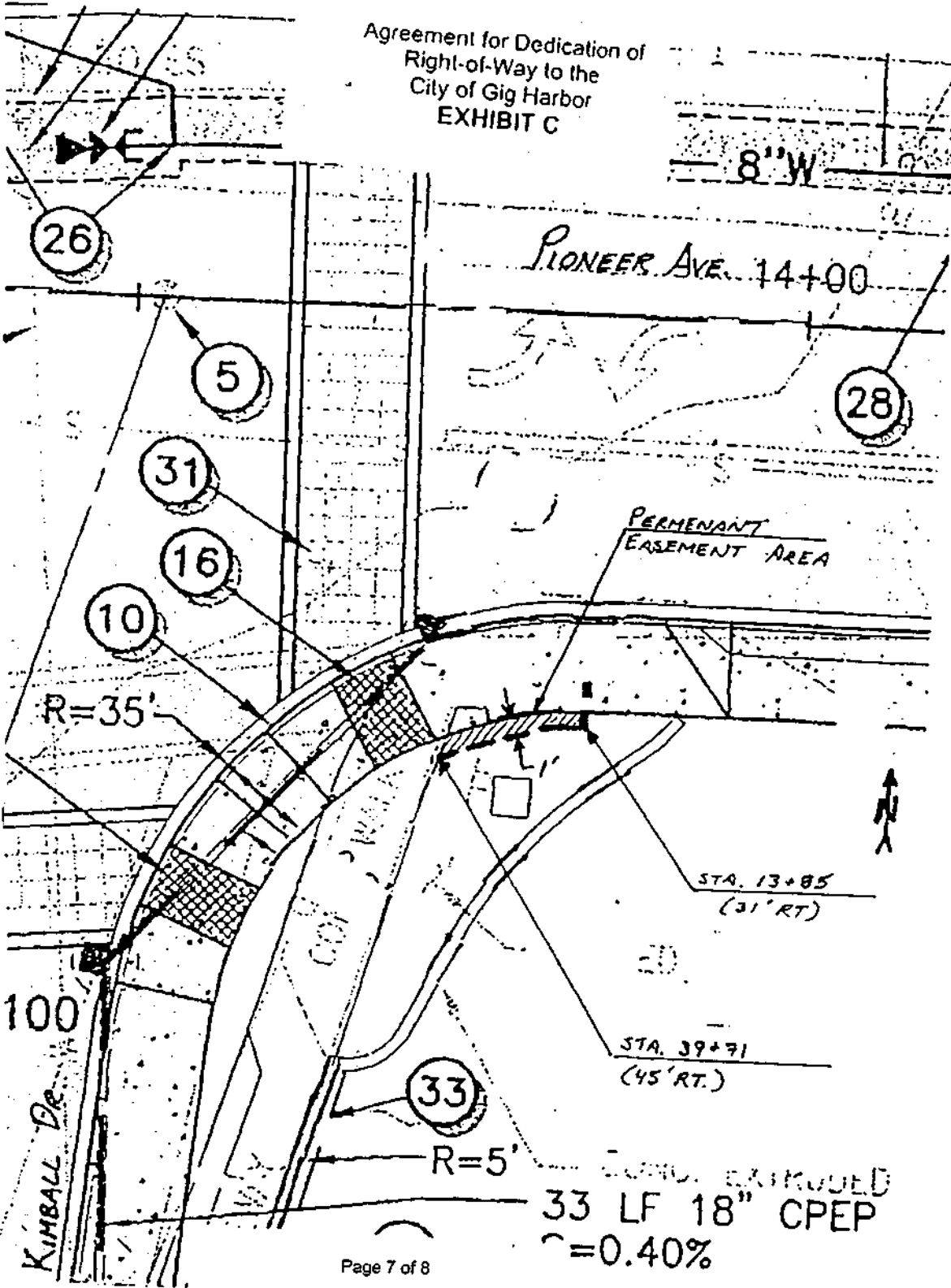
Beginning at the intersection of the southeasterly margin of the Wollochet-Gig Harbor County Road with a line which is parallel with and 30 feet northeasterly from, when measured at right angles to the FR3 survey line as shown on Washington State Highway Right of Way Map SR 16, MP 8.34 to MP 18.87, Narrows Bridge to Olympic Drive, sheet 9, of 52 sheets, latest revision dated October 1, 1970; thence North 38° 56' 09" East along said southeasterly margin 150.00 feet; thence South 51° 03' 51" East 125.00; thence South 38° 56' 09" West 144.76 feet to the south line of the north on-half of said subdivision; thence North 88° 34' 25" West along said south line 51.02 feet to a point on the aforesaid line which is parallel with the FR3 survey line; thence North 34° 04' 36" West along said parallel line 88.39 feet to the point of beginning;

Together with an easement for Ingress to and egress from the above described real property over and across the following described triangular tract abutting thereon, to wit:

Beginning at the intersection of the south line of the north half of said subdivision with the aforesaid line which is parallel with said FR3 survey line; thence South 88° 34' 25" East along said south line of the north half of said subdivision 51.02 feet; thence South 53° 11' 37" West 41.58 feet to the intersection with the aforesaid line which is parallel with said FR3 survey line; thence North 34° 04' 36" West along said parallel line 31.61 feet to the point of beginning, to run with the first above described real property and to continue so long as same is used for gasoline service station purposes.

being the same property conveyed to Lease Stations, Inc. from Texaco Refining and Marketing Inc. by Warranty deed dated 12/19/80, and recorded on 7/29/81 as Document No. 8107290127 in Volume 47 page 2101 of Official Records in the Office of the County Recorder of said County.

Agreement for Dedication of
Right-of-Way to the
City of Gig Harbor
EXHIBIT C



Agreement for Dedication of
Right-of-Way to the
City of Gig Harbor
EXHIBIT C

CONSTRUCTION NOTES

- ① ADJUST EXIST. MANHOLE RIM TO FINISHED GRADE
- ② ADJUST EXIST. MANHOLE TO FINISHED GRADE
- ③ ADJUST EXIST. VALVE BOX TO FINISHED GRADE PER COGH STANDARD DETAIL 4-09
- ④ ADJUST EXIST. UTILITY BOX TO FINISHED GRADE PER COGH STANDARD DETAIL 2-23
- ⑤ ADJUST EXIST. MONUMENT BOX TO FINISHED GRADE
- ⑥ EXIST. CURB AND GUTTER TO REMAIN
- ⑦ REMOVE AND REPLACE EXIST. DAMAGED SIDEWALK PER CEMENT CONC. SIDEWALK DETAIL ON SHEET C2.04 BETWEEN EXPANSION JOINTS, APPROX. LOCATION SHOWN, FIELD VERIFY LOCATION AND LIMITS
- ⑧ ADJUST EXIST. CATCH BASIN RIM TO FINISHED GRADE AND INSTALL SOLID TRAFFIC LID
- ⑨ REMOVE EXIST. AC PAVEMENT AND UNSUITABLE SUBGRADE MATERIAL
- ⑩ INSTALL CEMENT CONCRETE CURB AND GUTTER PER DETAIL ON SHEET C2.04
- ⑪ PROPOSED 8" PVC SANITARY SEWER LINE PER CITY OF GIG HARBOR C.S.P. NO. 98-02 CONTRACT DOCUMENTS (SHOWN FOR REFERENCE ONLY)
- ⑫ GRADE GRAVEL SHOULDER TO MATCH EXIST.
- ⑬ RELOCATE EXIST. CATCH BASIN RIM TO FLOW LINE AND ADJUST TO FINISH GRADE
- ⑭ SAWCUT AND REMOVE EXIST. AC PAVEMENT TO LIMITS SHOWN
- ⑮ TYPE 1 CEMENT CONCRETE DRIVEWAY APPROACH PER COGH STANDARD DETAIL 2-08 AND SCHEDULE ON SHEET C2.04
- ⑯ HANDICAP RAMP PER DETAIL AND SCHEDULE ON SHEET C2.04
- ⑰ SAWCUT EXISTING CONCRETE SIDEWALK, REMOVE AND REPLACE EXISTING AS SHOWN
- ⑱ TYPE 1 SIDEWALK PER DETAIL ON SHEET C2.04, JOINT/PANEL SPACING PER COGH STANDARD DETAIL 2-11

REVISIONS
BY
DATE
NO.

CI 01 01 01 01 01

MATCHLINE 14+50 SEE SHEET C2.02

- ⑲ AC PAVEMENT, SEE DRIVEWAY SCHEDULE
- ⑳ RELOCATE EXISTING TREE TO 4' CLR FROM BACK OF NEW SIDEWALK
- ㉑ GRADE EXISTING DITCH TO DRAIN TO EXISTING 12" CMP CULVERT INLET (W)
- ㉒ NEW AC PAVEMENT PER ROADWAY SECTIONS ON SHEET C2.03
- ㉓ CONSTRUCTION ALIGNMENT, REF. HORIZONTAL CONTROL PLAN SHEET C1.03 AND TYPICAL ROADWAY SECTIONS ON SHEET C2.03
- ㉔ REMOVE EXIST. CONCRETE SIDEWALK, CURB AND GUTTER TO LIMITS OF NEW
- ㉕ INSTALL 6" DI WATER MAIN, QUANTITY PER PLAN
- ㉖ CONNECT EXIST. WATER SERVICE TO NEW 8" DI WATER MAIN
- ㉗ JOINT UTILITY TRENCH PER DETAIL ON SHEET C2.04
- ㉘ ABANDON EXIST. 4" AC IN PLACE, DISCONNECT EXIST. 4" GATE VALVE CONN. @ 6" AC, SEE 4" AC DISCONNECT DETAIL ON SHEET C2.04
- ㉙ EXIST. AC WATER MAIN TO REMAIN; LOCATION OF EXIST. WATER MAINS AND SERVICE CONNECTIONS SHOWN APPROX. PER AVAILABLE COGH INFORMATION, CONTRACTOR SHALL VERIFY INFORMATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES IN PLAN INFORMATION PRIOR TO CONSTRUCTION
- ㉚ RELOCATE EXIST. MAILBOXES PER COGH STANDARD DRAWING 2-19
- ㉛ PATTERNED, CEMENT CONCRETE SIDEWALK PER PEDESTRIAN CROSSWALK DETAIL ON SHEET G2.04
- ㉜ CONNECT EXIST. STORM DRAIN SYSTEM
- ㉝ REMOVE AND REPLACE EXIST. TYPE 6 EXTRUDED CONC. CURB TO EDGE OF FINISHED AC PAVEMENT AS SHOWN
- ㉞ INSTALL TEMPORARY STRAW BALE REINFORCED SILT FENCE AT EXIST. CULVERT INLET PER DETAIL ON SHEET C1.06; MAINTAIN UNTIL CONSTRUCTION IS COMPLETE
- ㉟ REMOVE EXIST. STORM DRAIN PIPE

For Construction

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

THIS AGREEMENT is made this ____ day of _____, 200 __, by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation and Donald G. Huber, a married man, holding the property as his separate estate, whose mailing address is P.O. Box 64160, Tacoma, Washington 98464 and Gary Dreyer and Constance M. Dreyer, husband and wife, whose mailing address is 6880 Kimball Drive, Gig Harbor, Washington 98335, (hereinafter the Owners").

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the property legally described in Exhibit "A", (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate certain right-of-way on, over, under and across the Property, which right-of-way is legally described in Exhibit "B" (the "Right-of-Way") which is attached hereto and by this reference incorporated herein, to the City for a roadway and related improvements; and

WHEREAS, in exchange for the Owners' dedication of the Right-of-Way, the City agrees to reconstruct the sidewalks on the southwest corner of the Pioneer Way-Kimball Drive intersection, and other improvements as shown on the construction plans entitled "Kimball Drive Park and Ride Facility and Pioneer Way Improvements," a portion of which is attached hereto and incorporated herein as Exhibit C; and

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

TERMS

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

A. Grant.

1. Permanent Easement. The Owners hereby convey and grant to the City, its successors and assigns, a permanent, nonexclusive right-of-way easement over, in, along, across, under and upon the property described in Exhibit "B," and shown on Exhibit "C" at the location described therein, for the purpose of constructing the Kimball Drive improvements, together with the nonexclusive right of ingress to and egress from the Roadway over the Owners' property, and for the reconstruction, operation, repair and maintenance of same.

2. Temporary Construction Easement. In addition to the permanent easement described herein, the Owners hereby grant a temporary construction easement to the City, which shall be located ten feet south west of the described permanent easement and as shown on Exhibit "C". This temporary construction easement shall commence on the date of execution of this Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. Conditions. This permanent easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

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

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

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

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

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

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

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

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

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

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

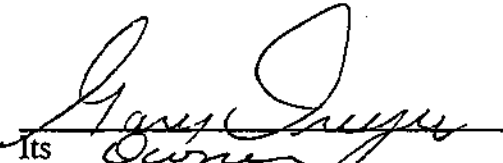
ACCEPTANCE:

The City of Gig Harbor

By: 
Its Owner

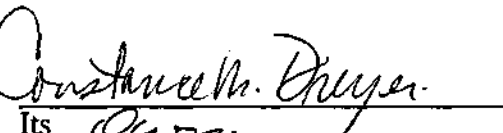
By: _____
Its Mayor

Attest:

By: 
Its Owner

By: _____
City Clerk

Approved as to form:

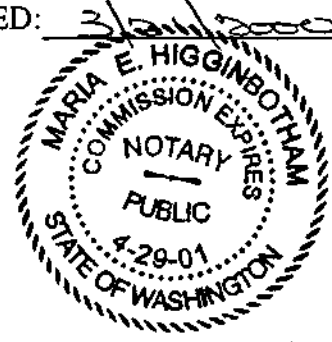
By: 
Its Owner

By: _____
City Attorney

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that Gary Dwyer is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as OWNER of PROPERTY to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 3/21/2000



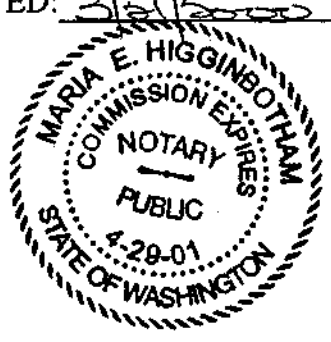
[Signature]
(Signature)

NOTARY PUBLIC, State of Washington,
residing at: Craig Harbor
My appointment expires: 4/29/01

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that Constance M Dwyers is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as OWNER of PROPERTY to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 3/21/2000



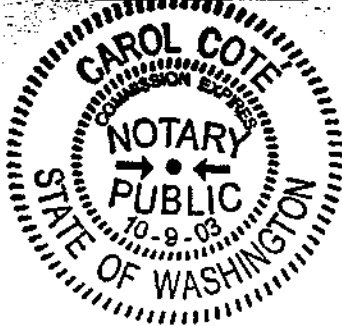
[Signature]
(Signature)

NOTARY PUBLIC, State of Washington,
residing at: Craig Harbor
My appointment expires: 4/29/01

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that DONALD G. HUBER is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as OWNER of PROPERTY to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 3-21-2000



Carol Cote
(Signature)

NOTARY PUBLIC, State of Washington,
residing at: GIG HARBOR
My appointment expires: 10-9-03

STATE OF WASHINGTON)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that Gretchen Wilbert is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

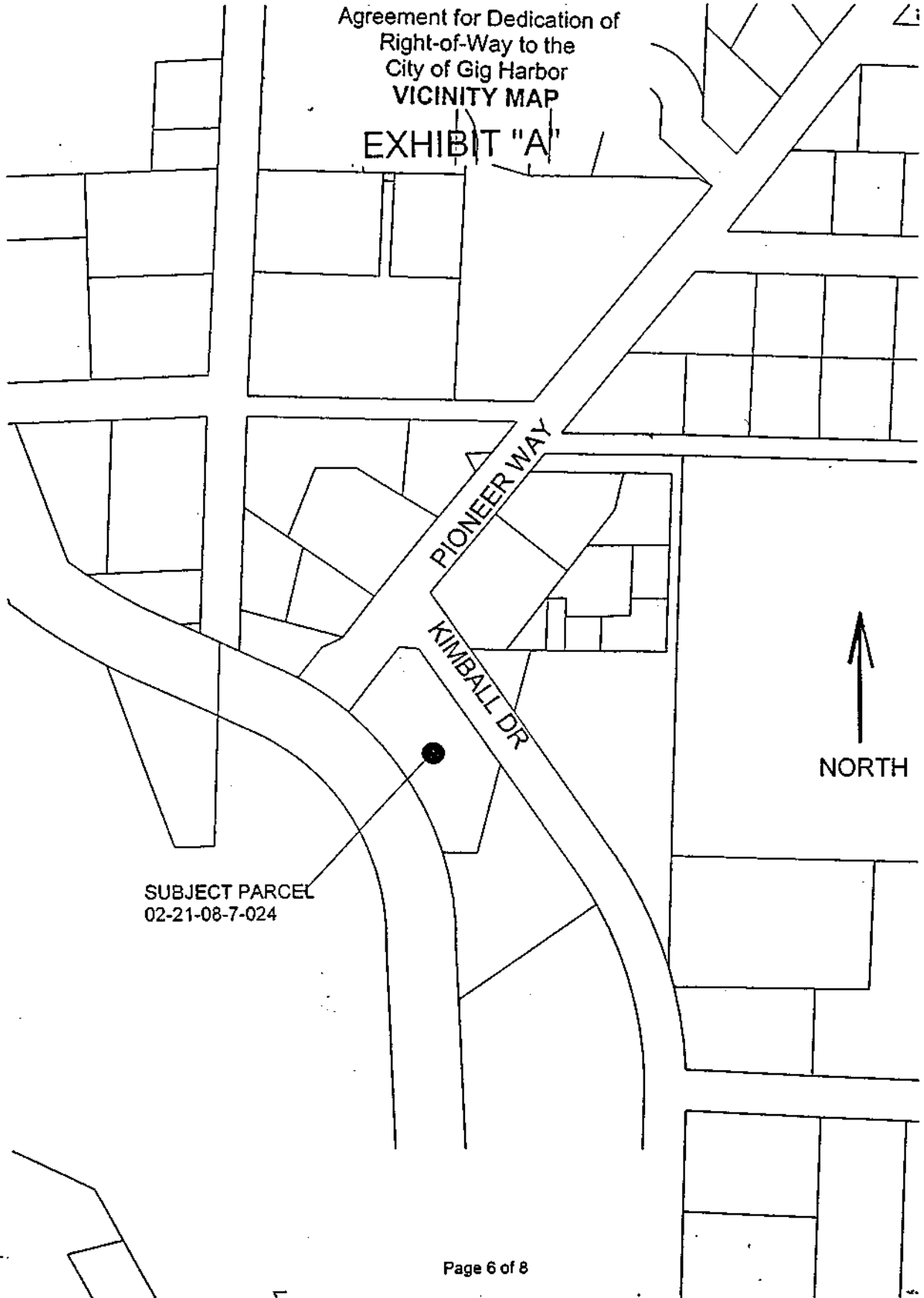
DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____
My appointment expires: _____

Agreement for Dedication of
Right-of-Way to the
City of Gig Harbor
VICINITY MAP

EXHIBIT "A"



SUBJECT PARCEL
02-21-08-7-024

EXHIBIT B
Agreement for Dedication of
Right-of-Way to the
City of Gig Harbor
LEGAL DESCRIPTION

Tract "A" of DBLR 85-01-18-0280 described of Short Plat 84-02-10-0196 Parcel B COM abandoned military reserve;

Thence East along North of Tacoma City Light right-of-way and to the point of beginning;

Thence continued 15 degrees, 25 minutes, 13 seconds East, 116.74 feet line;

Thence South 34 degrees, 05 minute, 01, Section East to right, having a radius of 570-feet for arc angle of 05 degrees, 01 minutes, 24 seconds;

Thence South to SD East right-of-way line of Tacoma City Light, Section West along SD East LI 80.27-feet;

Thence along the length of 137.4-feet having central point of beginning. Parcel C is that portion of Lot 2A of Parcel A, West of most easterly West line of Frontage Road (FR3 line). SD line of and 3-147 segment H-0613 JU 1/25/96JU as follows Parcel A, described as lots 1 and 2 at the Northwest corner of Lot 3 Gig Harbor line SD Lot 3, 326.43-feet to the East right-of-way line. East along North line SD Lot 3, 57.57-feet;

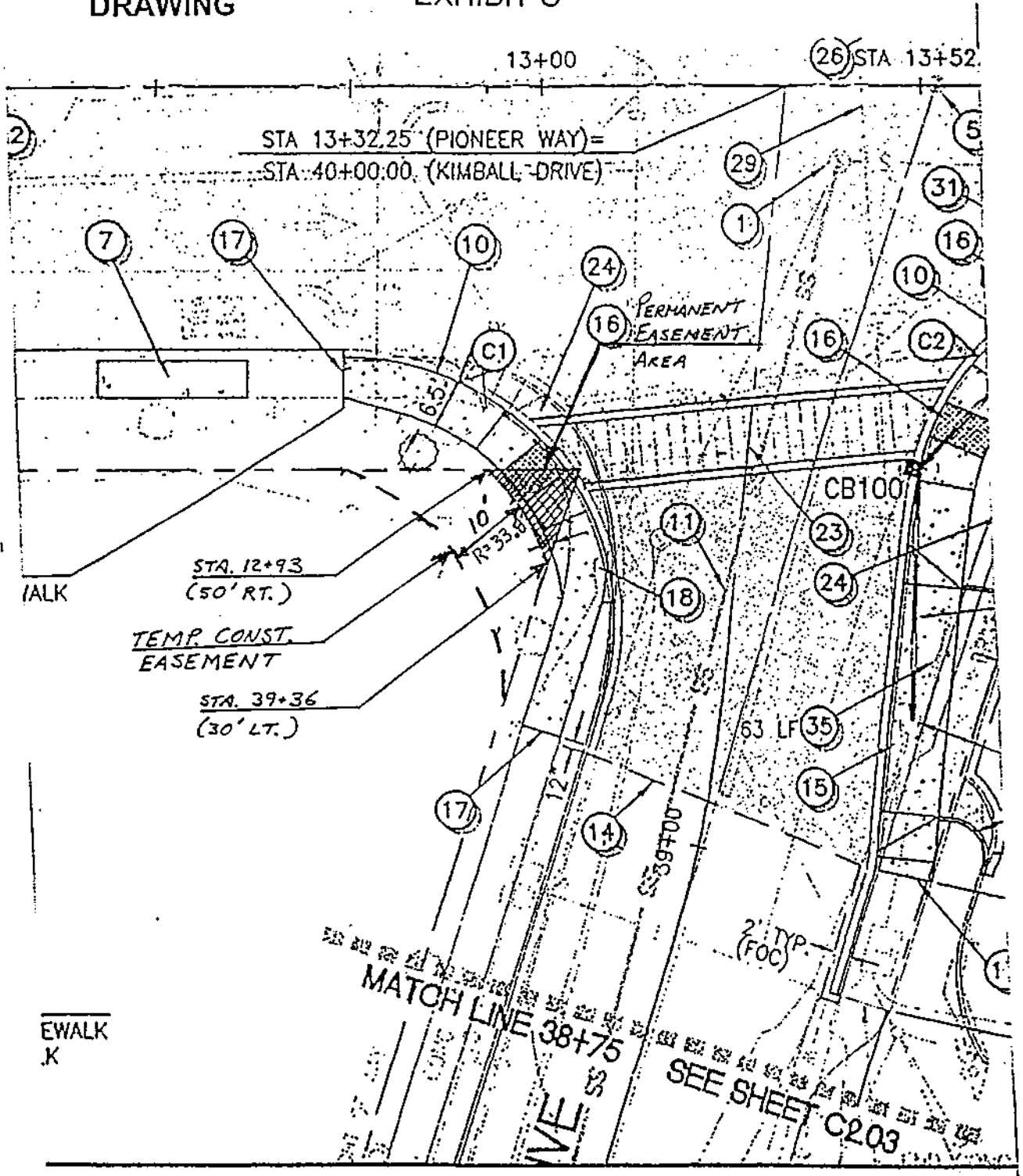
Thence North to the Southwesterly right-of-way line of Frontage Road (FR3 along SD right-of-way line, 185.46-feet);

Thence North 01 degrees, 46 minutes, 59 seconds to Gig Harbor abandoned military reserve lying East of Parcel B, and South of Southwesterly right-of-way line of Parcel A and B, above described in COMB 3-104.

And except for a segment lying Northerly of a line beginning at approximately Station 12+93, 50-feet right of the Pioneer Way centerline, and proceeding on a circular curve to the right of radius 33.8-feet to points of intersection with a line parallel to and offset 50-feet right of the centerline of Pioneer Way, and a line parallel to and offset 30-feet left of the surveyed (not constructed) centerline of Kimball Drive approximately Station 39+36 as shown of the construction plans entitled "Kimball Drive Park and Ride and Pioneer Way Improvements" as prepared by Otak, Inc., dated June 19, 1999 and attached as Exhibit C to the "Agreement for Dedication of Right-of-Way to the City of Gig Harbor."

**PRELIMINARY
DRAWING**

Agreement for Dedication of
Right-of-Way to the
City of Gig Harbor
EXHIBIT C





City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, INTERIM PLANNING DIRECTOR
SUBJECT: REMANDING PUDs AND PRDs TO THE PLANNING COMMISSION
FOR CORRECTION
DATE: JUNE 7, 2000

INFORMATION/BACKGROUND

- I. There have been approximately five applications under 17.90 (PUD) since the code was put in place in 1990, with only one active PUD application at present. However, there have been approximately six inquiries into the process during the first six months of this year. There have been no applications under 17.89 (PRD). (See Appendix 1 – Tables and Figures.)
- II. Cluster zoning and planned unit developments emerged on the planning scene in response to concern about urban sprawl and loss of open space. Both of these techniques relax the minimum lot size requirements of the underlying zoning in exchange for the preservation of a portion of the project site as natural, or recreational open space.

Planned Unit Developments, and Planned Residential Developments have been a part of the Gig Harbor Code since Ord. 573 was adopted in 1990. No substantive changes have been made to PUDs or PRDs since that time, the primary changes being minor procedural reforms (minor changes were affected by Ord. 710 in 1996). (See Appendix 1 – Tables and Figures).

According to at least two participants in the drafting of the 1994 Comprehensive plan there was no specific consideration of PUDs and PRDs during the drafting of the 1994 Comprehensive Plan. The PUD and PRD elements likely originated from the preceding Comprehensive Plan dated 1986, which included the following in the Land Use goals and objectives (pp 27-28):

*Goal: Promote Diversity
Create district definitions, control and review and approval processes
which allow for innovation and performance.*

8. Innovative Districts

Establish special planning procedures to govern the review and approval of innovative land use developments. Special planning development procedures could be established for a high density employment park, special purpose industrial or business parks, mixed density residential developments, special waterfront projects

or other proposals which may be submitted and considered.

9. Housing choice

Expand housing district and code definitions to allow a broad choice of housing types, locations, and tenures. Housing opportunities may be provided for different types and ages of households to include the family, the single-headed household, the individual and the elderly. To the extent appropriate, recognize social area specializations by household and age group, and provide public services which reflect each area's special needs.

Ordinance 573 was passed in 1991, which created the PUD and PRD elements of the code. These elements provide flexibility as 'floating zones' rather than providing for flexibility of within specified districts.

The Comprehensive Plan of 1994 was written in response to the Growth Management Act (GMA) of 1990. GMA introduced, among other requirements, the need to identify population and building densities, create estimates of future population growth, protection of environmental qualities, provisions of affordable housing, and concurrency with provision of infrastructure. There was no specific discussion of PUD and PRD chapters by the drafters of the 1994 Comprehensive Plan. However, the concept of Planned Community Development was formally introduced (pg. 9), and the "Innovative Districts" element introduced in 1986 was retained (pg. 11), and objective 13 "Residential Densities" was introduced (pg. 12).

In 1997 Ordinance 747 added various 'PUD techniques' throughout the GHMC. Those included the introduction of Planned Community Development (PCD) – Low Density Residential and PCD – Medium Density Residential, PCD – Commercial, PCD – Business Park, PCD – Neighborhood Business, PCD – Transfer of Density Credits Option, and the Mixed Use District Overlay (MUD). These components provided for diversity, flexibility, and distinction of housing opportunities, but in specific zones.

- III. The Planning Director and City Attorney requested a moratorium be placed on new development applications under the PUD and PRD codes so that no new applications would become vested under these regulations. This is particularly important due to the increase in inquiries regarding the PUD tool. (See Appendix I – Table 1).

POLICY CONSIDERATIONS

The Planning Staff has the following concerns with Chapters 17.89 and 17.90.

- Vagueness of Regulation Creates Administrative Interpretation Problems

17.90 Planned Unit Developments contains overly vague language and lacks specificity. There is an inherent difficulty in writing a code that encourages

flexibility that will allow the developer to propose a development superior to that allowed under the available zoning, without resorting to a overwhelming array of standards sufficient to cover every idea the developer might have in any location in the entire City. This is particularly problematic when the PUD can be applied over any other existing zoning type. 17.89 PRD is much less vague, which may offer one explanation of why it has never been utilized.

- Appearance of Backroom Deal Making

City Planners are given the responsibility for determining the disposition of projects that are for all intents and purposes rezones, and because of the vagueness problem, are given little legislative guidance in determining the particulars. Because these are 'floating zones' that introduce new and unexpected projects to neighborhoods, and because they are approved more administratively than legislatively, there is an appearance of unfairness and 'back room deal making'.

- Chapters 17.89 and 17.90 are Out of Compliance with State Law.

Since our last update to the code in question the Courts established a requirement that in order to grant a rezone, it must be established that conditions have changed since the last zoning map and Comprehensive Plan. Neither Chapter 17.89 or 17.90 include this criteria.

FISCAL CONSIDERATIONS

The PUD and PRD processes, because of the degree of flexibility and variability involved, and the types of mitigations required, are not only administratively time consuming and costly, but undermine any goal the developer and City may have for the provision of affordable housing.

Additionally, because PUD and PRD projects are given allowances beyond the parameters of the underlying zoning, are administratively determined, and because the requirements are vague, they create citizen and neighborhood opposition to such projects, leading to contentious and politicized confrontations that ultimately further raise the administrative and legal costs incurred by the City.

RECOMMENDATION

Planning staff requests that the Mayor and City Council uphold the moratorium and remand Chapters 17.89 and 17.90 to the Planning Commission to determine whether they should be retained as is, modified as needed, or stricken from the GHMC.

APPENDIX I -- Tables and Figures

Table 1 -- Record of PUD Applications since 1990

1990 - 1993	No PUD Applications
1994	Two PUD Applications (Ken Clark and D. Fisher)
1995 - 1996	No PUD Applications
1997	Two PUD Applications (Harbor West And Mill Cove).
1997-1998	No PUD Applications
2000	Sunshine Development Corporation.
Inquiries in first 6 months of 2000.	PGHHS Fred Meyer One shoreline residential development Two re-zones: from R-1 to B-2, and from RB-1 to B-2,

Table 2 -- Changes in PUD regulations since 1990.

	17.90 PUD 1990 version	17.90 PUD 1996 version
Unless otherwise noted there were only minor changes in wording.		
.020 -- Approval of PUD	<ul style="list-style-type: none"> Determination was by City Council after receiving approval from hearing examiner. 	<ul style="list-style-type: none"> Now by hearing examiner based on recommendation by staff.
.040A Roads		<ul style="list-style-type: none"> Expanded to provide additional criteria in 1996 that included standards for private roads.
.060 Approval procedures		<ul style="list-style-type: none"> Expanded number of copies of plans required. Eliminated a written statement from the landowner stating why the PUD would be consistent with the goals of the comp plan. Increased number of years allowed before filing of a permanent development plan from three to five.
.070 Application to be available for public inspection.		<ul style="list-style-type: none"> Dropped in 1996. This right of inspection is provided under other law.

Table 3 – Changes in PRD regulations since 1990.

	17.90 PRD 1990 version	17.90 PRD 1996 version
Unless otherwise noted there were only minor changes in wording.		
.060 Approval procedures		<ul style="list-style-type: none"> • Expanded number of copies of plans required. • Eliminated a written statement from the landowner stating why the PRD would be consistent with the goals of the comp plan. • Increased number of years allowed before filing of a permanent development plan from three to five.
.070 -- Procedure for Approval of PRD	<ul style="list-style-type: none"> • Considered an amendment to the official zoning map. 	<ul style="list-style-type: none"> • Eliminates consideration as an amendment to the official zoning map. • Now states it is a Type III permit application. • Adds requirements to conform with the Comp. Plan. • Increased number of years allowed before filing of a permanent development plan from three to five.

PART I: PROPOSED WORK PLAN FOR PUD/PRD REVIEW

- A. Meeting of August 3, 2000: Informational presentation by Planning staff regarding Planned Unit Developments and Planned Residential Developments. Topics to be covered will include PUD/PRD in Planning Theory including current research on PUD/PRD effectiveness, State of Washington Law, Analysis of Gig Harbor Comprehensive Plan and PUD/PRD code issues, analysis addressing other zoning options within the GHMC. Public welcome to attend, but no comments will be accepted. (5:30 normal notice – sign up sheets.)

- B. Meeting of August 17, 2000: Advance notice of this meeting should be provided to the community through publication in the press and notification to interested parties. The public hearing to allow public testimony on the land use impacts of Planned Unit Developments, and Planned Residential Developments. (7:00 – notice in paper 2 weeks before. Sign up sheet, if lots limit comments to 5 minutes each., accept written comments.)

- C. Meeting of September 7, 2000: Work session will be held to review verbal and written comments from prior meeting and draft recommendation to City Council. (5:30 normal notice. Public welcome to attend, but no comments will be accepted.)

- D. September 25, 2000: Recommendation goes to Council.



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
SUBJECT: INDIGENT DEFENSE SERVICES
DATE: MAY 25, 2000

INFORMATION/BACKGROUND

The attached *Assigned Counsel Agreement* authorizes payment for indigent defense services for the year 2000. Pierce County has historically provided these services to the city. This agreement continues that relationship. The agreement proposed is identical to previous agreements, except for the adjustment of dates and payment amounts. The payment indicated reflects a 3.2% COLA adjustment, which was the COLA indicated in last summer's assessment of the CPI.

FISCAL CONSIDERATIONS

The contract payment is consistent and does not exceed the amount budgeted for this purpose in the City of Gig Harbor year 2000 budget.

RECOMMENDATION

Staff recommends approval of the agreement.



City of Gig Harbor. The "Maritime City"

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

April 12, 2000

Ms. Karis Crocco
Program Manager
Department of Assigned Counsel
949 Market Street, Suite 334
Tacoma, WA 98402-3696

Dear Ms. Crocco:

I have enclosed a copy of the agreement between Pierce County (DAC) and the City of Gig Harbor for indigent defense services for the year 2000.

This agreement reflects a 3.2 COLA increase over last year. Please review and process this agreement and return a signed copy to be taken to City Council for approval. Let me know if there is anything that we can do to help facilitate the process.

Sincerely,

Molly Towslee
City Clerk

Enclosure



Pierce County

Department of Assigned Counsel

JOHN H. HILL
Director

949 Market Street, Suite 334
Tacoma, Washington 98402-3696
(253) 798-6062 • FAX (253) 798-6715

May 17, 2000

Molly Towslee
City Clerk
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Ms. Towslee:

Enclosed please find three original agreements between Pierce County (DAC) and the City of Gig Harbor for indigent defense services for the year 2000. These agreements have been signed by Pierce County.

Upon signature completion by the Gig Harbor City Council, please return two originals to me for Pierce County records.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Karis Crocco".

Karis Crocco
Program Manager

Enclosure



ASSIGNED COUNSEL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2000, by and between the City of Gig Harbor, (hereinafter called the "City"), and Pierce County, (hereinafter called the "County").

WITNESSETH:

WHEREAS, the Revised Code of Washington, Rules for Courts of Limited Jurisdiction JCR 2.11 requires legal counsel to be furnished every indigent defendant charged in the Gig Harbor Municipal Court with an offense whereby upon conviction may be punished by imprisonment; and

WHEREAS, the Gig Harbor Municipal Court Judge and City Administrator determined that the Pierce County Department of Assigned Counsel (hereinafter "the Department") is capable and qualified to provide the necessary and required legal services; and

WHEREAS, said Judge and City Administrator have evaluated the performance of the above-named Department and found the requirements of the Rules for Court of Limited Jurisdiction met by providing the necessary and qualified legal services to indigent defendants, thereby satisfying the requirements of the Judge of the Municipal Court; and

WHEREAS, the Pierce County Department of Assigned Counsel indicated their willingness to enter into a contractual agreement to furnish such services to the City for the period beginning January 1, 2000 and ending December 31, 2000.

NOW THEREFORE,

1. The Department will provide legal counsel services to indigent defendants in the Gig Harbor Municipal Court for the 2000 calendar year. Such services will include, but are not limited, to, legal services to all indigent defendants charged with misdemeanor crimes, including, where appropriate, interviewing defendants held in custody, representation at arraignments as requested by the Court, and at all subsequent proceedings in the Municipal Court. Indigency status will be determined by the City in coordination with the Court.
2. In return for the services rendered to the city and to those indigent defendants represented by the Department, the City agrees to pay the County a sum not to exceed \$28,489.40 annually, commencing January 1, 2000, and ending December 31, 2000. Payments shall be due and payable in the amount of \$7,122.35 the end of each quarter for those services rendered.

3. The parties to this agreement may review the agreement quarterly to determine whether the costs contemplated by the Department of Assigned Counsel have been materially altered such that the payments made by the City are not proportionate to the actual cost of the services provided. Every quarter, the Department shall provide the City with the appropriate records to facilitate such review. If at any such review by the Department or by the City it is determined that the actual expenses of the Department have been materially increased or decreased, then the payment provisions of this Agreement may be amended upon written agreement by the parties, or upon the option of either party, canceled with 90 days written notice.
4. The Department will comply with such reporting and project evaluation requirements as may be established by the City to enable it to appraise the effectiveness of the Department's services. Upon request by the City, the Department shall allow the City reasonable access to its records for the purpose of evaluating the Department's performance under this paragraph.
5. The Department will not subcontract any of its responsibilities or activities required hereunder without the prior written approval of the Judge(s) of the Municipal Court of Gig Harbor and the City.
6. The Department shall carry on its activities pursuant to this agreement at all times in full compliance with all applicable laws, rules and regulations of the United States Government, the State of Washington, the County of Pierce, and the City of Gig Harbor.
7. In all hiring or employment made possible by or resulting from this Agreement, (1) there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, (2) affirmative action will be taken to assure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or marital status, and (3) the Department agrees to comply with Section 504 of the Rehabilitation Act of 1973, thereby assuring that no person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or other be subjected to discrimination under any program, service, or activity provided by the Department as part of this Agreement.
8. None of the funds, materials, property, or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before any legislative body.

9. The County shall provide all the Department's malpractice coverage either through malpractice insurance or through self-insurance.
10. The Department agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any negligent or intentional acts performed by the Department, its agents or employees pursuant to this Agreement.
11. Either party may terminate this Agreement by providing the other with written notice 30 days prior to the termination date.
12. The written provisions of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.
13. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.
14. Notice given pursuant to the Agreement shall be given in writing to the parties as follows:

Department: Department of Assigned Counsel
949 Market Street, Suite 334
Tacoma, WA 98402

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

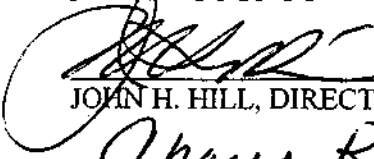
This Agreement shall be in effect until the 31st day of December, 2000, provided that it be renewable or renegotiable on or before such termination date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year above written.

CITY OF GIG HARBOR

PIERCE COUNTY

MAYOR GRETCHEN A. WILBERT



JOHN H. HILL, DIRECTOR, DAC

CITY ADMINISTRATOR



PIERCE COUNTY EXECUTIVE DIRECTOR CR

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Municipal Court Legal Counsel Services for Indigent Defendants

Contract # 11365

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20__.

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: City of Gig Harbor

UBI No. _____

Address: _____

Mailing Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

RECOMMENDED:

see previous page

Department Director Date

[Signature]

Prosecuting Attorney (as to form only) Date

[Signature]

Budget and Finance 5-3
Date

APPROVED:

[Signature]

Executive Director (if applicable) 5-9-00
Date

OR

County Executive (if over \$50,000) Date

CONTRACTOR-

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:



City of Gig Harbor. The "Maritime City"

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

TO: CITY COUNCIL
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: RE-APPOINTMENT OF PLANNING COMMISSION MEMBER
DATE: JUNE 8, 2000

INFORMATION/BACKGROUND

Dr. Paul Kadzik's term will expire this month, and he has indicated an interest in serving again. We greatly appreciate his commitment to the city.

RECOMMENDATION

A motion for the re-appointment of Dr. Paul Kadzik to serve another six years on the Gig Harbor Planning Commission.



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: FIRST READING OF ORDINANCE
- **FRANCHISE AGREEMENT**
- **WOLLOCHET HARBOR SEWER DISTRICT**
DATE: JUNE 5, 2000

INTRODUCTION/BACKGROUND

The Wollochet Harbor Sewer District (District) is experiencing severe hardship due to failing sewer systems and minimal financial resources to support corrections to the existing system. To assist the District in the processing of generated wastewater the City executed a contract with the District authorizing connection to the City's sewer system. The construction of the new sewer conveyance system will be within the City's right-of-way along Wollochet Drive, therefore a franchise agreement has been prepared for execution between the District and the City. This franchise agreement specifies the conditions of the work allowed within the right-of-way and the responsibilities of the parties. RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public streets and rights-of-way.

POLICY CONSIDERATIONS

Due to the financial hardship currently experienced by the District the City will waive all applicable franchise fees associated with this application.

FISCAL CONSIDERATIONS

A City encroachment permit will be required to be obtained by the District prior to beginning construction. The fees collected from the encroachment permit will offset inspection costs incurred by the City.

RECOMMENDATION

Staff recommends the proposed ordinance, as presented or as amended, be approved by the City Council at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO WOLLOCHET HARBOR SEWER DISTRICT, A WASHINGTON A SPECIAL UTILITY DISTRICT PROVIDING SEWER SERVICE WITHIN THE STATE OF WASHINGTON, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC RIGHTS-OF-WAY IN THE CITY OF GIG HARBOR, WASHINGTON, FOR A PERIOD OF TWENTY-FIVE YEARS, FOR CONSTRUCTING, MAINTAINING, REPAIRING, RENEWING AND OPERATING A SEWER SYSTEM AND ACCESSORIES WITHIN AND THROUGH THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, RCW 35A.47.040 authorizes code cities to issue non-exclusive franchises for use of public street and rights-of-way, and

WHEREAS, the Wollochet Harbor Sewer District is experiencing severe hardship due to failing sewer systems and minimal financial resources to support corrections to the existing system, therefore the City will waive all applicable fees associated with this application, and

WHEREAS, this ordinance has been introduced more than five (5) days prior to its passage by the City Council, and

WHEREAS, this ordinance has been submitted to the City Attorney and has received at least a majority vote of the entire City Council at a regular meeting, now, therefore

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

Section 1. Rights Granted. The right is hereby granted to WOLLOCHET HARBOR SEWER DISTRICT (hereinafter referred to as the "Grantee") to lay, construct, extend, maintain, repair, renew and replace sewer pipes, and accessories under, along and/or across any and all streets, avenues, roads, alleys and other rights-of-way in the City for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains and pipes and all appurtenances thereto and accessories used and/or useful for the transmission, of sewage within and through the present or future territorial limits of the City of Gig Harbor, Washington (hereinafter referred to as the "City"), to be placed in the locations as shown on the attached plans in Exhibit A, for the term of twenty-five years from and after the effective date of this ordinance, except as hereinafter provided.

Section 2. City's Reservation of Rights. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate

ordinances, and permit requirements regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, manner of construction and maintenance of any sewer facilities of the Grantee, and the Grantee shall promptly conform with all such regulations, and permit requirements, unless compliance would cause the Grantee to violate other requirements of law.

In the event that the City's franchise, state or other applicable laws should change during the franchise term, which permit the City to impose franchise fees or exercise other regulatory authority over the Grantee, then Grantee agrees to negotiate with the City, upon the City's request, for an amendment of this franchise to provide for the inclusion of a franchise fee or the City's exercise of such regulatory authority. If the parties fail to reach agreement in these negotiations after one month, the City may elect to terminate this franchise.

Section 3. Approval of Plans. Prior to construction of any of the pipes, conduits, mains, facilities and appurtenances in the area described in Section 1 herein, the Grantee shall submit to the Public Works Director, in triplicate, plans drawn to an accurate scale, showing the exact location, character, position, dimensions, depth and height of the work to be done. The plans shall accurately depict the relative position and location of all pipes, conduits, mains, manholes, facilities, and appurtenances to be constructed, laid, re-laid, installed, replaced, repaired, connected or disconnected, and the existing street, or public right-of-way. All streets and public right-of-way denoted thereon shall be designated by their name and number and the local improvements therein such as roadway pavement, shoulders, sidewalks, curbs, gutters, ditches, driveways, parking strips, telephone or electric distribution poles, conduits, storm, gas or water pipes as may exist on the ground or area sought to be occupied shall be outlined.

In the construction proposed by the Grantee, all materials and equipment shall be of the first class type and kind. The exact class and type to be used shall be shown on the plans, as will the equipment to be used and the mode of safeguarding and facilitating the public traffic during construction. The manner of excavation, construction installation, backfill and temporary structures (such as traffic turnouts, road obstructions, etc.) shall meet with the approval of, pass all requirements of, and be constructed under the supervision of the director. Prior to approval of any work under this franchise, the Director may require such modifications or changes, as he deems necessary to properly protect the public in the use of the public places, and may fix the time or times within and during which such work shall be done.

The Grantee shall pay to the City such amounts as, in the judgment of the director, are reasonably necessary to investigate and process plans for construction work, to inspect such work, to secure proper field notes for location, to plat such locations on the permanent records of the City Public Works Department, to supervise such work or to inspect

or reinspect as to maintenance during the progress of or after the repair of, any of the initial construction authorized under this franchise.

Section 4. Requirement for Work in Public Rights-of-Way. Whenever the Grantee shall excavate in any public right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its sewer facilities, it shall apply to the City for a permit to do so and, in addition, shall give written notice to the City at least ten (10) working days notice of intent to commence work on main lines in the right-of-way, and five (5) working days notice of intent to commence work on all other lines in the right-of-way, unless such notice is waived by the Public Works Director. In no case shall any work commence within any public right-of-way without a permit, except as otherwise provided in this franchise ordinance.

During any period of relocation, installation, construction or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public right-of-ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property, and the Grantee shall at all times post and maintain proper barricades and comply with all applicable regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

If the Grantee shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the Grantee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- A. Installation of any lines is compatible with all federal, state and local regulations and Grantee's construction standards;
- B. Such joint use shall not unreasonably delay the Grantee's work;
- C. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;
- D. The Grantee may deny such request for safety reasons.

Section 5. Protection of the Public Health, Safety and Property. Whenever an accident, faulty operation, excavation, fill or other condition associated with the construction, installation, maintenance or repair of the facilities authorized under this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place or street utilities or City property, the Director may direct the Grantee, at its own expense, to take actions to protect the public, adjacent public places, City property and street utilities, and may require compliance within a prescribed time.

In the event that the district fails or refuses to take the actions directed promptly, or fails to fully comply with such directions given by the Director, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, including placing of temporary shoring, backfilling, alteration of drainage patterns and any other actions reasonable necessary to decrease the possibility of earth movement, or actions regarded as necessary safety precautions; and the Grantee shall be liable to the City for the costs thereof.

Section 6. Records. The Grantee shall at all times keep complete records showing the relative location and size of all sewer lines heretofore laid in the City, and showing the relative location of all gates, gauges, and other service construction. Such records shall be kept current by the Grantee, who shall provide as-builts to the City after construction is complete.

Upon the City's request for information on the location of Grantee's sewer lines or other facilities prior to the designing of rights-of-way improvements or other City improvements, the Grantee shall respond with the information on both the horizontal and vertical depth location of the Grantee's facilities no later than two (2) business days after the receipt of the request, unless otherwise agreed by the parties in writing. The City, as excavator, shall have the right to receive compensation for all costs damages or other expenses incurred by the City if the Grantee does not accurately locate its facilities as required by this section and in accordance with RCW 19.122.030. In addition, nothing in this section limits the City's ability to obtain damages from the Grantee under the circumstances described in chapter 19.122 RCW, the City shall obtain recovery for its damages, costs, fees and expenses as provided by law.

Section 7. Recovery of Costs. The Grantee shall be responsible for all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. When the City incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a fee is not established, the Grantee shall pay such costs and expenses directly to the City.

Section 8. Restoration. The Grantee shall, after installation, construction, relocation, maintenance or repair of its facilities within the franchise area, restore the surface of the right-of-way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The Public Works Director shall have final approval of the condition of such streets after restoration or repair. All concrete encased monuments, which have been disturbed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. The Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the affected area at its sole cost and expense.

Section 9. Indemnification. The Grantee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the Grantee's own employees to which the Grantee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the acts or omissions of the Grantee, its officers or employees in performing this franchise are the proximate cause.

The Grantee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person including claims by the Grantee's own employees, including those claims to which the Grantee might otherwise be immune under Title 51 RCW, arising against the City (1) solely by virtue of the City's ownership or control of the rights-of-way; (2) by virtue of the Grantee's exercise of the rights granted herein; or (3) by virtue of the City's permitting the Grantee's use of the City's rights-of-way; which claims are based upon the City's inspection or lack of inspection of work performed by the Grantee, its employees, agents officers or representatives, in connection with the work authorized on the City's property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with this franchise.

This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of negligent acts or omissions of the Grantee, its employees, officers, representatives or agents in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction or work in any public right-of-way in the performance of the work or services permitted under this franchise.

Inspection or acceptance by the City of any work performed by the Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims, which are not reduced to a suit, and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the Grantee refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the Grantee, then the Grantee shall pay all of the City's costs of defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fee for recovering under this indemnification clause.

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 Grantee and the City, its officers, employees and agents, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein covers claims by the Grantee's own employees from which the Grantee might otherwise be immune under Title 51 RCW, and this waiver has been mutually negotiated by the parties.

Section 10. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, the Grantee shall, upon request of the City, furnish a bond executed by the Grantee and a corporate surety authorized to do surety business in the State of Washington, in a sum to be set and approved by the Director of Public Works as sufficient to ensure performance of the Grantee's obligations under this franchise. The bond shall be conditioned so that the Grantee shall observe all of the covenants, terms and conditions and faithfully perform all of the obligations of this franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

Section 11. Relocation. The Grantee agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations, including abandoned facilities when so required by the City by reason of traffic conditions or public safety, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental entity acting in a governmental capacity, provided that the Grantee shall in all cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of pipeline required to be temporarily disconnected or removed. If the City determines that the project necessitates the relocation of the Grantee's then existing facilities, the City shall:

- A. At least sixty days (60) days prior to the commencement of such improvement project, provide the Grantee with written notice requiring such relocation;
- B. Provide the Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for the Grantee's facilities so that the Grantee may relocate its facilities in other City right-of-way in order to accommodate such improvement project; and
- C. After receipt of such notice and such plans and specifications, the Grantee shall complete relocation of its facilities at no charge or

expense to the City so as to accommodate the improvement project at least five (5) days prior to commencement of the project.

The Grantee may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives is suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration. In the event, the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its facilities as otherwise provided in this section.

The provisions of this section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 12. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said streets, avenues, alleys or public rights-of-way of every type and description. Such franchise shall in no way prevent or prohibit the City from using any of said roads, streets or public rights-of-way, or affect the City's jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way of every type and description.

Section 13. Forfeiture and Revocation. If the Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given the Grantee by the City under the provisions of this franchise, then the Grantee shall, at the election of the City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon at least thirty (30) days notice to the Grantee. Prior to or at the hearing, the Grantee may request a reasonable time within which to remedy the default.

The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Grantee to comply with the provisions of this ordinance, and to recover damages, costs and attorney's fees incurred by the City by reason of the Grantee's failure to comply.

In addition to any other remedy provided herein, the City reserves the right to pursue any legal remedy to compel or force the Grantee to comply with the terms of this franchise, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 14. Insurance. The Grantee shall procure and maintain for the duration of this franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the Grantee, its officials, employees and representatives. The Grantee shall provide a copy of such insurance policy to the City for its inspection prior to the adoption of this franchise ordinance.

Before beginning work on the project described in this Agreement, the Grantee 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.
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 employer's liability.
3. Professional liability insurance with no less than \$1,000,000 per occurrence or claims made basis.

Any deductibles or self-insured retention's must be declared to and approved by the City. Payment of deductible or self-insured retention's shall be the sole responsibility of the Grantee.

The insurance policy obtained by the Grantee shall name the City, its officers, officials, employees, and volunteers, as additional insureds with regard to activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Grantee's insurance shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the Grantee's insurance and shall not contribute with it. The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City. Any failure to comply with the reporting

provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 15. Assignment. This agreement may not be assigned or transferred without the prior, written approval of the City. The Grantee shall provide prompt, written notice to the City of any such proposed assignment. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall be binding upon the successors and assigns of the Grantee, and all privileges of the Grantee shall inure to the successors and assigns as if they were mentioned herein.

Section 16. Abandonment of Facilities. Any plan for abandonment of any of Grantee's sewer lines or facilities installed under this franchise or any of its predecessors must be submitted to the City for its written consent. The City Public Works Director shall review the plan for abandonment prior to commencement of any work, and all necessary permits must be obtained prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this franchise ordinance.

Section 17. Modification. The City and the Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 18. Integration. The written provisions and terms of this franchise ordinance shall supersede all prior verbal statements of either party, and any prior franchise ordinance between the parties. Such statements or prior franchise ordinances shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.

Section 19. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335
Attn: City Administrator

Wollochet Harbor Sewer District
P.O. Box 2166
Gig Harbor, WA 98335
Attn: Commissioner

Section 20. Binding Effect. All of the provisions, conditions, regulations and requirements contained in this franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Grantee and all privileges, as well as all obligations and liabilities of the Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned herein.

Section 21. Compliance with Law. The Grantee, its subcontractors, employees and any person acting on behalf of the Grantee shall keep him/herself fully informed of all federal and state laws, and all municipal ordinances and regulations which in any manner affect the work or performance of the work authorized under this franchise ordinance, and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the city, its officers, officials, agents employees or representatives against any claim or liability arising from or based upon the violation of any such laws and regulations.

Section 22. Survival. All of the provisions, conditions, and requirements of Sections 6, 7, 8, 10, 13, 15, shall survive the City's franchise to the Grantee for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof.

Section 23. Severability. If any section, sentence, clause or phrase of this franchise ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise ordinance. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the parties reserve the right to renegotiate the grant of franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

Section 24. Acceptance. This franchise is granted upon the express condition that the Grantee, within thirty (30) days after the adoption of this ordinance, shall file with the Clerk of the City a written acceptance of the same, and when so accepted by the Grantee shall constitute a contract between the City and Grantee for all of the uses, services and purposes herein set forth.

Section 25. Effective Date. This Ordinance shall take effect after at least one publication in the City's official newspaper, and after the _____ of _____ 2000, a period consisting of thirty days after the Franchise Agreement is approved by City Council, as long as the Grantee has submitted an acceptance as required by Section 21 above.

PASSED BY THE COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, AND APPROVED BY ITS MAYOR AT A REGULAR MEETING OF
SAID COUNCIL HELD ON THIS _____ OF _____, 2000.

APPROVED:

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK,

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

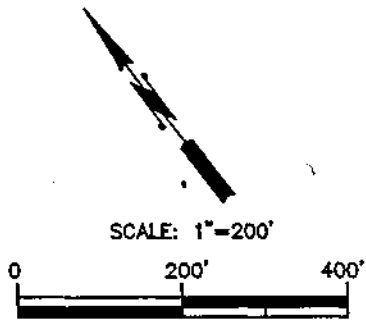
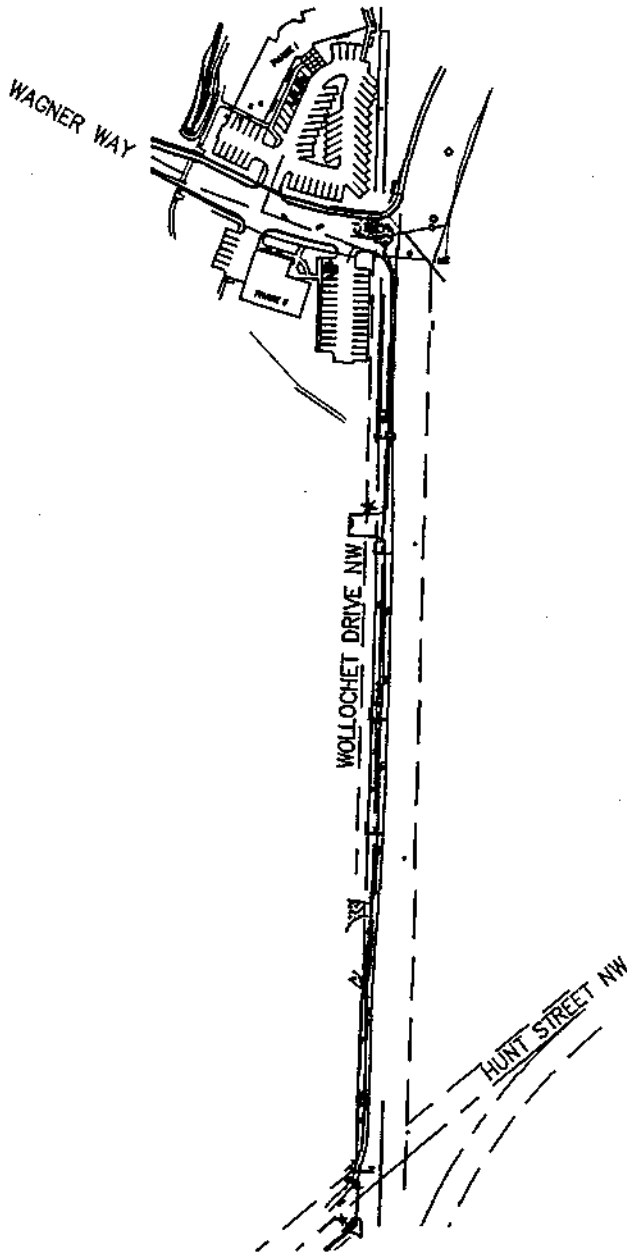
On the ____ day of _____, 2000, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, GRANTING TO WOLLOCHET HARBOR SEWER DISTRICT, A WASHINGTON UTILITY DISTRICT PROVIDING SEWER SERVICE WITHIN THE STATE OF WASHINGTON, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC RIGHTS-OF-WAY IN THE CITY OF GIG HARBOR, WASHINGTON, FOR A PERIOD OF TWENTY-FIVE YEARS, FOR CONSTRUCTING, MAINTAINING, REPAIRING, RENEWING AND OPERATING A SEWER SYSTEM AND ACCESSORIES WITHIN AND THROUGH THE CITY OF GIG HARBOR, WASHINGTON.


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

DATED this ____ day of _____, 2000.

CITY ADMINISTRATOR, MARK HOPPEN



**WOLLOCHET HARBOR
SEWER DISTRICT**
EXHIBIT "A"
WHITE CLOUD LIFT STATION AND FORCE MAIN



Gray & Osborne, Inc.
CONSULTING ENGINEERS



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: FIRST READING OF ORDINANCE
- CONCURRENCY TYPOGRAPHICAL ERRORS
DATE: JUNE 8, 2000

DRS

INTRODUCTION/BACKGROUND

City staff noticed two typographical errors in the Concurrency Ordinance. The attached ordinance makes the necessary changes to the Concurrency Ordinance to correct the typographical errors.

RECOMMENDATION

Staff recommends the existing ordinance, as presented and as amended, be approved by the City Council at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT AND TRANSPORTATION IMPACTS, MAKING MINOR AMENDMENTS TO THE CITY'S CONCURRENCY REGULATIONS TO ADDRESS TYPOGRAPHICAL ERRORS; AMENDING SECTIONS 19.10.011 AND 19.10.012 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, several typographical errors were discovered in the City's concurrency regulations, and the City desires to make the necessary changes to the Gig Harbor Municipal Code to correct the errors; Now, Therefore,

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

Section 1. Section 19.10.011 is hereby amended to read as follows:

19.10.011. Application for Capacity Evaluation. (1) An application for a CRC and the application for the underlying development permit, shall be accompanied by the requisite fee, as determined by City Council Resolution. An applicant for a CRC shall submit the following information to the Director, on a form provided by the Director together with a development application:

- A. Date of submittal.
- B. Developer's name, address and telephone number.
- C. Legal description of property as required by the underlying development permit application together with an exhibit showing a map of the property.
- D. Proposed use(s) by land use category, square feet and number of units.
- E. Phasing information by proposed uses, square feet and number of units, if applicable.
- F. Existing use of property.
- G. Acreage of property.
- H. Proposed site design information, if applicable.
- I. Traffic report prepared by a licensed professional engineer who is practicing as a traffic engineer;
- J. Written consent of the property owner, if different from the developer;
- K. Proposed ~~allocation~~ request of capacity by legal description, if applicable.

* * *

Section 2. Section 19.10.012 is hereby amended to read as follows:

19.10.012. Submission and acceptance of an application for a CRC.

* * *

C. **Additional Information.** An application for a CRC is complete for purposes of this section when it meets the submission requirements in GHMC ~~19.10.010~~ 19.10.011. The Determination of Completeness shall be made when the application is sufficiently complete for review even though additional information may be required or project modifications may be undertaken subsequently. The Director's Determination of Completeness shall not preclude the Director's ability to request additional information or studies whenever new information is required, or substantial changes are made to the proposed project.

* * *

Section 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: PJ PATRICIA IOLAVERA
INTERIM DIRECTOR, PLANNING AND BUILDING SERVICES
SUBJECT: HEARING EXAMINER PRO TEM SERVICES CONTRACT -
THOMAS R. BJORGEN
DATE: JUNE 4, 2000

INTRODUCTION/BACKGROUND

The regular Hearing Examiner for the City of Gig Harbor has previously done work for one of the corporations involved in the proposal for the Gig Harbor North Development Project, giving rise to a perception of conflict of interest, and subsequently the need for a Hearing Examiner Pro Tem. Thomas R. Bjorgen has been identified as an experienced Hearing Examiner. His resume is attached for your reference.

FISCAL IMPACT

Sufficient funds are budgeted in the approved 2000 Budget for the provision of these services.

RECOMMENDATION

I recommend approval of the contract for the Hearing Examiner Pro Tem, to provide services at the rate of One hundred twenty-five (\$125.00) dollars per hour, plus associated expenses as detailed in the attached contract.

THOMAS R. BJORGEN
3130 Gravelly Beach Loop NW
Olympia, Washington 98502
w. (360) 754-1976

EDUCATION

University of Washington School of Law. Juris Doctor, 1979.

University of Trondheim. Trondheim, Norway. Candidatus Magister with Honors, 1976.

Washington State University. Bachelor of Arts in Philosophy with High Honors, 1972. Member of Phi Beta Kappa and Honors Program.

EMPLOYMENT

- Current
Transit, Member of law firm, Bjorgen Bauer. Major clients include Intercity
Pierce County, City of Olympia, and Washington Cities Insurance
Authority.
- 1986-1995 Senior Deputy Prosecuting Attorney and Deputy Prosecuting Attorney for
Thurston County, involving the areas of planning, zoning, growth
management, subdivisions, forest practices, environmental policy, the
Shoreline Management Act, local improvement districts, building and fire
codes, open space taxation and mental health commitments.
- 1985 - 1986 Washington State House of Representatives,
Office of Program Research. Legislative counsel.
- 1984 Special Deputy Prosecuting Attorney for Pacific County.
- 1980-1983 Assistant Attorney General for the State of Washington, Special Litigation
Division. This position involved representing the State in diverse legal
issues and included drafting three briefs in the United States Supreme
Court and presenting oral argument in the Federal Court of Appeals for
the Ninth Circuit, Federal District Court, and the State Supreme Court.
- 1974-1975 Breilia Elementary and Junior High School in Hammerfest, Norway.
Full-time schoolteacher.
- 1970-1973
and 1977 United States National Park Service.
Seasonal Park Ranger at Mount Rainier National Park.

LECTURES

- 1999 Government takings. Law Seminars International.
1998 Government takings. Law Seminars International.
1998 Case law update. Wash. Assoc. of Pros. Attys.
1997 Case law update. Wash. Assoc. of Pros. Attys.
1996 Land use litigation. Wash. State Bar Assoc.
1996 Case law update. Wash. Assoc. of Pros. Attys.
1995 Growth Management. Wash. State Bar Assoc.
1995 Initiative 164. Assoc. of Washington Cities.
1995 Initiative 164. Wash. St. Assoc. of Counties.
1994 Land use decisions. Wash. Counties Risk Pool.
1993 Case law update. Wash. Assoc. of Pros. Attys.
1993 Legislative update. Wash. State Bar Assoc.
1992 Regulatory takings. Wash. Planning Assoc.
1990 Growth management. Wash. Planning Assoc.
1990 Growth management. Wash. State Assoc. of Municipal Attorneys.
1990 Forest practice law. Wash. State Bar Assoc.
1989 Code enforcement. Wash. Assoc. of Pros. Attys.
1988 Legal issues in aquaculture. Wash. State Assoc. of Counties.
1988 Regulatory takings. Wash. Assoc. of Prosecuting Attorneys.
1988 Impact fees. Wash. State Bar Assoc.
1988 Municipal liability. Wash. State Bar Assoc.
1987 Regulatory takings. Univ. of Washington.

MEMBERSHIPS AND ACTIVITIES

- 1994-00 Chair (1998-99) and Member of Executive Board, Environmental and Land Use Section of Washington State Bar Association.
- 1995 Faculty member, Land Use Certification Program, University of Washington School of Law.
- 1994-95 Member, Board of Directors, Government Lawyers Bar Association.
- 1994 Co-chair, annual conference of Environmental and Land Use Section of Washington State Bar Association.
- 1993-95 Member, Regulatory Reform Task Force workgroup on Growth Management Act and SEPA.
- 1991-95 Chairman, Washington Association of Prosecuting Attorneys Land Use Subcommittee, and Recipient (1992), President's Award of

Merit, Washington Association of Prosecuting Attorneys.

1990-95 Member, Board of Directors, Nisqually River Basin Land Trust.

**CONTRACT FOR PRO TEM HEARING
EXAMINER SERVICES FOR
THE CITY OF GIG HARBOR**

THIS AGREEMENT is entered into on this date by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation, and Thomas R. Bjorgen, whose address is 3130 Gravelly Beach Loop NW., Olympia, WA 98502 (hereinafter the "Hearing Examiner Pro Tem").

RECITALS

WHEREAS, there are instances when the City's Hearing Examiner has a conflict since Albertson's Inc. has been a client in past years, and he cannot therefore perform services as Hearing Examiner for the Gig Harbor North Retail project; and

WHEREAS, there is a need to have additional Hearing Examiner Services available for the hearing on the Gig Harbor North Retail site plan approval; and

WHEREAS, the Mayor has appointed and the City Council wishes to contract with the Hearing Examiner Pro Tem under the terms and conditions set forth herein; and

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

TERMS

1. Duties. The Hearing Examiner Pro Tem shall perform all of the duties set forth in Chapter 17.10 GHMC and all other actions reasonably necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35.63.130 are incorporated by this reference as if fully set forth herein.

2. Compensation.

A. The Hearing Examiner shall provide services to the City at an hourly rate of One Hundred and Twenty-five Dollars (\$125.00) for performance of the duties described herein.

B. The City shall reimburse the Examiner Pro Tem for the Examiner Pro Tem's travel between Gig Harbor and the Examiner Pro Tem's office at the rate of Thirty-One and One-Half Cents (\$.315) per mile. The City shall also reimburse the Examiner Pro Tem for the Examiner Pro

Tem's actual costs involved in photocopying, mailing, faxing and telephone expenses incurred in the performance of the Examiner Pro Tem's duties.

3. Term. This Agreement shall be effective upon execution, and continue until completion of all of the Hearing Examiner Pro Tem Pro Tem's responsibilities with respect to an Application. The Hearing Examiner shall issue his final decision within 10 working days of the close of the hearing per GHMC 19.05.008(B).

4. Billing and Payment. The Hearing Examiner Pro Tem shall submit a final invoice to the City within thirty (30) days after the decision is rendered an Application. The City shall make payments to the Examiner Pro Tem, which payment shall be considered by the City Council at the regular meeting following receipt of the Examiner Pro Tem's invoice.

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

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

7. Independent Contractor. The Examiner Pro Tem is an independent contractor for the performance of services under this Agreement. The Examiner Pro Tem is also an appointed City official for purposes of Chapter 2.19 GHMC. The City shall not be liable for, nor obligated to pay to the Examiner Pro Tem, or any employee of the Examiner Pro Tem, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Examiner Pro Tem which may arise as an incident of the Examiner Pro Tem performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Examiner Pro Tem.

8. Taxes. The Examiner Pro Tem will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Examiner Pro Tem.

9. Indemnity. The Hearing Examiner Pro Tem's indemnification by the City is covered by Chapter 2.19 of the Gig Harbor Municipal Code.

10. Nonexclusive Contract. This shall be a non-exclusive contract. The City reserves the right to appoint additional Hearing Examiner Pro Tems and to contract for additional services in the future. Nothing herein shall be interpreted to prohibit such future appointments nor to guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Examiner Pro Tem in future years. The City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

11. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

12. Termination. This Agreement may be terminated by the City or the Examiner Pro Tem for any reason upon thirty (30) days written notice. Any such notice shall be given by the terminating party to the other party at the address specified below. In the event of termination, the City shall pay for all services satisfactorily performed by the Examiner Pro Tem to the effective date of termination, as described in the Examiner Pro Tem's final report submitted to the City. No payment shall be made for any work completed after the termination date. In the event that services of the Examiner Pro Tem are terminated by the City for fault on part of the Examiner Pro Tem, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Examiner Pro Tem in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost to the City of employing another individual to complete the work required, and the time which may be required to do so. Upon termination, the City may take possession of all records and documents in the Examiner Pro Tem's possession pertaining to or arising out of the Examiner Pro Tem's duties under this Agreement.

13. Resolution of Disputes. Any disputes, misunderstandings or conflicts except for those relating to chapter 2.19 GHMC, shall first be referred to the Mayor, and the Mayor shall determine the term or provision's true intent or meaning. The Mayor's decision shall be final.

14. Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

15. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

16. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

City of Gig Harbor:

Mark Hoppen
City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Hearing Examiner Pro Tem:

Thomas R. Bjorgen
3130 Gravelly Beach Loop NW
Olympia, Washington 98502

DATED this _____ day of _____, 2000.

CITY OF GIG HARBOR

HEARING EXAMINER PRO TEM

By: _____
Mayor Gretchen Wilbert

By: _____
Thomas R. Bjorgen

APPROVED FOR FORM:

Carol A. Morris, City Attorney



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, INTERIM PLANNING DIRECTOR
SUBJECT: RESOLUTION APPROVING CUP 99-05, CONDITIONAL USE PERMIT FOR A DELICATESSEN
DATE: JUNE 8, 2000

INFORMATION/BACKGROUND

On October 21, 1999, property owner Robert Philpott submitted an application for a Conditional Use Permit for a delicatessen. Staff recommended approval of the Conditional Use Permit with the condition that Mr. Philpott limit the number of seats provided to 18 (exclusive of 3 benches previously approved as site furnishings) which was agreed to by Mr. Philpott. Furthermore, Mr. Philpott has agreed in writing to voluntarily provide a public access amenity by allowing access to the scenic vantage point on his deck and by providing public benches at that location.

The Hearing Examiner held a public hearing on the application on March 15, 2000. The Hearing Examiner makes the final decision on Conditional Use Permits, and he approved the Permit with the condition that the number of seats be fixed at 18.

On April 25, 2000 the City received an appeal of the Conditional Use Permit from Stanley Stearns, who owns the property immediately adjacent to Mr. Philpott's.

On May 22, 2000 the City Council held a closed record hearing to hear the issues and denied the appeal.

POLICY CONSIDERATIONS

19.06.005 Procedure for closed record decision/appeal.

A. Closed record appeals shall be on the record established at the hearing before the hearing body whose decision is appealed, which shall include the written decision of the hearing body, a transcript or tape recording of the proceedings, and copies of any exhibits admitted into the record. No new testimony or other evidence will be accepted except: (1) new information that was unknown to the parties at the time of the hearing which could not reasonably have been discovered by the parties and is necessary for a just resolution of the appeal; and (2) relevant information that, in the opinion of the council, was improperly excluded by the hearing body. Appellants who believe that information was improperly excluded must specifically request, in writing prior to the closed record appeal, that the information be made part of the record. The request shall describe the information excluded, its relevance to the issues appealed, the reason(s) that the information was excluded by the hearing body, and why the hearing body erred in excluding the information. No reference to excluded information shall be made in any presentation to the council on the merits, written or oral, until the council has determined that the information should be admitted.

1. Parties to the appeal may present written and/or oral arguments to the council. Argument shall describe the particular errors committed by the hearing body, with specific references to the appeal record.

2. The hearing shall commence with a presentation by the director, or the director's designee, of the general background and the issues in dispute. After the director's presentation, the appellant(s), then the other parties of record shall make their arguments. Council members may question any party concerning disputed issues, but shall not request information not in the record.

3. The council may affirm, modify, reverse, or, upon written agreement by the applicant to waive the statutory prohibition against more than one open record and one closed record hearing, and, if needed, to waive the requirement for a decision within the time periods set forth in RCW 36.70B.090, remand the decision to the hearing body for additional information.

B. Open Record Appeal Hearings. An open record appeal hearing shall be conducted in the manner set forth in Chapter 19.05 GHMC. (Ord. 806 § 32, 1998).

Council denied the appeal as allowed under 19.06.05(A).

FISCAL CONSIDERATIONS

There is no fiscal impact to the City from the adoption of an ordinance approving the rezone.

RECOMMENDATION

Planning staff requests that the Mayor and City Council pass the resolution recording their denial of the appeal.

**CITY OF GIG HARBOR
RESOLUTION _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING, WITH CONDITIONS, THE CONDITIONAL USE PERMIT (CUP 99-05) SOUGHT BY MR. ROBERT PHILPOTT, FOR THE AUTHORIZATION OF A DELICATESSEN IN THE MARINE CONVENIENCE STORE LOCATED IN THE WATERFRONT MILLVILLE DSITRICT AT 3313 HARBORVIEW DRIVE, GIG HARBOR, WASHINGTON.

WHEREAS, Mr. Robert Philpott applied for a Conditional Use Permit to authorize a Delicatessen as a conditional use within a marine convenience store; and,

WHEREAS, at a hearing conducted by the City of Gig Harbor Hearing Examiner on February 23, 2000, and

WHERAS, the public hearing was immediately continued to March 15, 2000 to allow the applicant sufficient time to produce additional information; and,

WHERAS, the public hearing was reopened to March 15, 2000, and several people spoke in opposition to the proposal; and,

WHERAS, the hearing was held open administratively until close of business on April 3, 2000 and continued to close of business on April 6, 2000; and

WHEREAS, on, April 11, 2000, the Gig Harbor Hearing Examiner approved the application for the Conditional Use Permit, with conditions; and,

WHEREAS, Mr. Stan Stearns, a party of record in this matter, submitted a timely and proper appeal of the decision on January 11, 1999; and,

WHEREAS, Mr. Stearn's appeal was based on five issues:

1. Pizza Parlors are prohibited in the Waterfront Millville Zoning District. .
2. The Examiner cannot impose conditions on a Conditional Use Permit.
3. The parking requirements were improperly calculated.
4. The Code requires that parking be calculated on seating capacity, not seats.
5. The City has failed to conduct any environmental review, which violates SEPA.

WHEREAS, on May 22, 2000, the City Council conducted a closed record hearing to consider the appeal filed by Mr. Stearns; and,

WHEREAS, after hearing the oral argument and council deliberation, the Council voted to deny the appeal.

FACTS

The City Council incorporates by reference the facts set forth in the Staff Report dated March 9, 2000 (attached as Exhibit "A"), and the Hearing Examiner's Findings, Conclusions and Decision of

April 11, 2000 (attached as Exhibit "B").

FINDINGS AND CONCLUSIONS

Findings

The applicant, Robert Philpott, applied for a conditional use permit to operate a delicatessen within a marine convenience store located at 3313 Harborview Drive.

The proposed delicatessen is the final phase of a multi-use marine facility that was approved by the City Council on November 24, 1997 (Resolution No. 507). That approval authorized construction of a dock that included a marine fueling facility, reconstruction of waterfront office and retail spaces, reconstruction of an upland retail building, and construction of a parking lot.

The Council's prior approval of the site plan and shoreline permit for this project expressly required that "[a]ny future tenancy of all of the commercial/office buildings shall meet permitted or conditional use requirements of the zoning code, per section 17.48.020 and .030." Site Plan Condition of Approval No. 8, Resolution No. 507, November 24, 1997.

A delicatessen is specifically allowed in the Waterfront Millville zone as a conditional use.

The applicant has agreed that no alcoholic beverages will be sold or served the delicatessen or within the marine convenience store.

The delicatessen will operate "without a grille or deep-fat fryer" as required by GHMC 17.04.268, and will operate only between the hours of 7:00 a.m. to 7:00 p.m. as required by GHMC 17.48.035.

Following a public hearing on March 15, 2000, the Hearing Examiner issued a final decision approving the conditional use permit for the proposed delicatessen on April 11, 2000. Only one condition was imposed. The Hearing Examiner imposed a seating limit of "18 seats and an appropriate number of accompanying tables," excluding the three perimeter benches requested by the City as a public amenity. The Examiner stated he believed that Staff report which correctly determined that not parking was required for moorage because transient moorage is not permitted. This maximum seating limit of 18 seats was used to calculate required parking for the delicatessen under GHMC 17.72.030(K): "one off-street parking space for every three seats based upon the maximum seating capacity as determined by the provisions of the Uniform Building Code." Applying this ratio, the delicatessen is required to provide 6 parking spaces for the maximum 18 seats.

The Hearing Examiner's decision approving the conditional use permit for the delicatessen was appealed by Charles Klinge on behalf of Gig Harbor Marina, Inc., a Texas corporation doing business as Arabella's Landing Marina. Mr. Stanley Stearns is the President of Gig Harbor Marina, Inc. Arabella's/Stearns' appeal was based on five alleged errors in the Hearing Examiner's decision.

By letter dated May 16, 2000, Mr. Klinge informed the City that he would not present oral argument or written briefing in support of the appeal.

Conclusions

The following conclusions of law support the City Council's decision to deny the appeal of this conditional use permit.

1. The Proposed Delicatessen is not a "Pizza Parlor"

The record supports the Council's determination that the proposed delicatessen is not a restaurant. The delicatessen will have no interior seating or tables, all orders will be take-out, no restaurant meals will be served, and the hours of operation will be limited. The delicatessen as proposed meets all City definitions and requirements for a delicatessen.

2. The Hearing Examiner's Condition Related to Maximum Seating Is Proper

The Hearing Examiner is expressly authorized to impose "special restrictions or conditions deemed necessary or desirable in furthering the intent of the ordinance pertaining to the proposed development." GHMC 17.64.020(C). The Hearing Examiner properly imposed a maximum seating condition on the delicatessen to ensure full compliance with the parking requirements of the zoning code.

The City's previous decision to deny the neighbor's (Stearns/Arabella's) application for a conditional use permit for a private yacht club cannot be applied to the proposed delicatessen. In ruling on the Stearns/Arabella's private yacht club proposal in 1995, the City found that the Stearns/Arabella's site was not of an adequate size to accommodate parking required under the Zoning Code.

3. The requested conditional use approval for the delicatessen is based on full compliance with parking code requirements for the proposed use. The proposed delicatessen will fully comply with the City of Gig Harbor's parking requirements.

The City and the Hearing Examiner Correctly Calculated Required Parking

The March 9, 2000 Staff Report correctly sets forth the City's calculation of parking required for all other uses on this site:

New retail (lower level of Harbor Peddler)		869.75 square feet
New office areas:	lower level	418.00 square feet
	upper level	522.50 square feet

Total: 1,810.25

(6 parking spaces based on one space per 300 square feet)

Six parking spaces are required for these other uses on the site. The Harbor Peddler retail use is a pre-existing, nonconforming use under GHMC 17.68.070(G). This pre-existing use is exempt from the parking requirements because it is not being expanded.

Six parking spaces are required for the proposed delicatessen, based on a maximum seating limit of 18 seats. The total parking required for the delicatessen and other uses on the site equals the capacity of the existing 12-space parking lot on the Philpott property. There is no evidence in the record to require that one of the 12 parking spaces on the site "must be marked in red as a fire lane."

4. -The Hearing Examiner's Decision Was Correctly Based on Seating Capacity

The zoning code requires that parking shall be required at the ratio of "one off-street parking space for every three seats based on the maximum seating capacity as determined by the provisions of the Uniform Building Code." (emphasis added). This zoning code requirement was applied and met by requiring 6 parking spaces for the maximum seating capacity of 18 seats for the proposed delicatessen.

5. The Hearing Examiner Correctly Found No Violation of SEPA

The record clearly shows that a SEPA checklist for this multi-use facility was submitted on October 13, 1995. The City issued a Determination of Non-Significance (DNS) on November 20, 1995. This SEPA determination was not appealed. The DNS clearly described "retail services" within the project description. There is no evidence in the record of any adverse environmental impacts in addition to those considered by City in 1995.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the Council held on this 12th day of June, 2000.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Filed with City Clerk:
Passed by City Council:



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
SUBJECT: DOWNTOWN DESIGN VISUALIZATION PROPOSAL
DATE: JUNE 5, 2000

INFORMATION/BACKGROUND

The "Forward Together" activity, conducted by various community members with the process help of Mr. Tom Beckwith of the Beckwith Consulting Group, hopes to gain City Council approval for the expenditure of \$3500 to conclude its activities relating to visioning a desirable future for downtown Gig Harbor. At the request of Mr. Walt Smith, coordinator for the Forward Together activity, the attached scope-of-work is submitted for Council review.

Thus far, Forward Together participants have identified areas of concern and formed committees to research, further identify, and make draft recommendations with respect to downtown concerns. The various committees have nearly completed their tasks. The attached scope-of-work defines final steps that can be taken to conclude this visioning activity.

The proposed scope-of-work involves collecting and evaluating committee results; developing visual planning and design descriptions of these results; conducting a public forum on these visualizations; selecting a plan of action; publishing the plan; and presenting this plan to the Planning Commission.

POLICY CONSIDERATIONS

The recommendations of this visioning activity may be incorporated in whole or in part (or not at all) into the update of the Comprehensive Plan, capital facilities plans, or service plans. The information generated by this activity should be regarded as value-added.

FISCAL CONSIDERATIONS

The proposed \$3500 unbudgeted expenditure could likely be absorbed by the current Planning Department budget for the year 2000. To date, all work has been conducted without city expense, except for a small amount of staff time.

RECOMMENDATION

If the City Council approves this activity, then approval would be consistent with the attached scope-of-work and would be contingent on Council approval of a standard professional services contract for this purpose.

Gig Harbor
Downtown Design Visualizations

the Beckwith Consulting Group
25 May 2000

BECKWITH
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25 May 2000

Mark Hoppen, City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

Regarding: Downtown Design Visualizations

Dear Mark:

Find enclosed our proposal to complete a final charrette and develop planning and design visualizations with which to implement a downtown action plan.

The proposal is based on a similar process we recently completed for downtown Port Orchard. As shown, we can complete the process within 6 tasks including an optional public forum review session with downtown property owners, merchants, residents, and others appropriate.

Please advise if you have any questions.

Sincerely,

THE BECKWITH CONSULTING GROUP

Tom Beckwith AICP, Principal
cc: Walt Smith

Scope of work

Following is a brief description of the tasks of work outlined in the gantt chart on the preceding page:

Develop design visualizations

1: Complete design charrettes with subcommittees

We will conduct a another charrette session with the Forward Together members of the Vision, Capital Facilities and Design, Regulation and Policy, Revenue and Finance, Private Fund Raising, Cultural Arts Subcommittees, and any other study area property owners, residents, business owners, interested developers, and other parties you deem appropriate.

We will review each subcommittee's findings and proposals at the beginning of the workshop. The participants will then evaluate the subcommittee proposals listing negative and positive features. Where appropriate, we may refine, expand, or combine proposals as a means of increasing positive and decreasing negative features. This final iterative round of charrettes will be continued until the participants are satisfied that every idea has been fully evaluated and accounted for.

We will then poll the group to determine the level of support that may be available for the composite proposals. The participants will then determine, based on the polling results, which concepts we develop into recommended action plans.

2: Develop design visualizations

Based on the results of the planning/design charrette, we will develop planning and design visualizations that may include the following elements:

- property packaging element - identifying any potential public, private, or jointly assisted parcel offerings including any proposed public land vacations, purchases or transfers,
- land use element - identifying existing and proposed key tenant uses and relationships necessary to realize an effective marketing strategy,
- transportation element - defining traffic improvements, transit routes and pickup stations, bicycle lanes, pedestrian trails and boardwalks, and other access schemes,
- parking element - identifying on and off-site truck loading, passenger loading, employee, and customer parking facilities,
- urban design element - illustrating roadway, sidewalk, trail, street trees, gateways, landscaping, furnishings, and other improvements appropriate to the public right-of-way, and
- architectural element - illustrating building envelopes, floor plans, sections, elevations, and perspectives of possible downtown development conditions or opportunities.

Select/refine preferred concepts

3: Conduct public forum on designs and examples - option

The Forward Together Committee may host and we will help organize and conduct a public open house on the planning and design visualizations. The forum will be held during an evening at a suitable building within the downtown area. The design visualizations will be displayed around the meeting room walls in a manner to facilitate self-guided tours by forum participants.

We will distribute a written questionnaire survey to each public participant as they enter the forum. The survey will be indexed to the graphic displays asking the participant their concerns, issues, and other particulars about the illustrations and prototypes.

4: Select action plan

Using the results of the public forum, the Forward Together Committee will refine and select preferred planning and design visualizations to be advanced for implementation.

Documentation

5: Edit and publish design visualizations

We will prepare camera-ready text and artwork for the following documents:

- a narrative – outlining the process, findings, optional public forum, and action plan implementation requirements,
- a brochure or handout - containing key planning and design visualizations, along with an action plan summary, and
- one-of-a-kind illustrations - to be used in public meetings and hearings.

The report documents will be of 8.5x11 inch format with black and white graphics xeroxed or offset print on two sides with spiral comb binding and divider stock covers and separators. The brochure document may be of 11x17 inch folded format with black and white graphics.

6: Present recommendations to Planning Commission

The Forward Together Committee, with our assistance, will present the results of the downtown visualizations, optional public forum findings, and proposed action plan to the Planning Commission for discussion and action accordingly.

Gantt Chart

Gig Harbor Downtown Design Visualizations

Project Director/Planner - Tom Beckwith AICP

		weeks						prof hrs	labor cost	mtls cost	total cost
		1	2	3	4	5	6				
Develop design visualizations											
1 Complete design visualizations w/Committee	X	O						8	\$680	\$0	\$680
2 Develop design visualizations	X		■					20	\$1,700	\$100	\$1,800
Select/refine preferred concepts											
3 Conduct public forum on design/examples	X				O						optional
4 Select action plan	X				■			2	\$170	\$0	\$170
Documentation											
5 Edit/publish design visualizations	X					■		6	\$510	\$120	\$630
6 Present recommendations to Planning Com	X						O	2	\$170	\$50	\$220
Budget								38	\$3,230	\$270	\$3,500

Assumptions by task

5 We will provide camera-ready artwork and disk copies of all final products.