

Gig Harbor City Council Meeting

**September 10, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 10, 2007 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

RECOGNITION CEREMONY: Gig Harbor Canoe and Kayak Team

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

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of August 13, 2007.
2. Receive and File: Boys and Girls Club Work Study Session Minutes - August 13, 2007, and 2008 Budget Calendar.
3. 20-Year TIP – Contract Amendment/HDR.
4. Wollochet Drive Roadway Rehabilitation Project – Bid Award.
5. Wollochet Drive Roadway Rehabilitation Project – Materials Testing Contract.
6. Wetland Review Consultant Services – Grette & Associates.
7. Eddon Boat Remediation Project – Contract Amendment/Anchor Environmental.
8. Permit Coordinator Above Mid-Range Hire.
9. Peninsula Historical Society Easement Agreement.
10. Liquor License Applications: Costco Warehouse; Gig Harbor Farmers Market.
11. Approval of Payment of Bills for Aug. 27th and Sept. 10, 2007:
12. Checks #55116 through #55254 in the amount of \$355,864.09.
Checks #55255 through #55360 in the amount of \$108,566.82.
13. Approval of Payment of Payroll for August:
Checks #4790 through #4850 and direct deposits in the amount of \$495,125.30.

OLD BUSINESS:

1. Resolution – Amending Historical Names List – Crescent Cove.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Transfer of Pierce County Right-of-Way: 36th & Point Fosdick and Peacock & Borgen Blvd.
2. Public Hearing and Resolution – Development Agreement Mallards Landing.
3. First Reading of Ordinance – Amending the Environmental Review (SEPA) Chapter 18.04.
4. First Reading of Ordinance – Gig Harbor Estates Map Amendment.
5. Public Works Director Position.
6. Public Hearing on 2007 Comprehensive Plan Amendment Docket.
7. Resolution to Amend Master Fee Schedule – Wetland Reports.

STAFF REPORT:

1. Gig Harbor Police Department – August Report.
2. Request for Matching Funds – Pierce County Conservation Futures.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, September 12th, at 9:00 a.m. in Community Rooms A & B.
2. Finance & Safety Committee – Monday, September 17th, at 4:00 p.m. in Executive Conference Room.
3. City Council/Planning Commission/DRB Joint Worksession – Monday, Sept. 17th, at 5:15 p.m. in Community Rooms A & B.
4. Operations & Public Projects Committee – Thursday, September 20th at 3:00 p.m. in Engineering/Operations Conference Room.

ADJOURN:

WORKSTUDY SESSION: Capital Improvement Plan: Parks

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 13, 2007

PRESENT: Councilmembers Young, Franich, Conan, Dick, Payne, Kadzik and Mayor Hunter. Councilmember Ekberg was absent.

CALL TO ORDER: 6:01 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of July 23, 2007.
2. Receive and File: City Council Budget Retreat.
3. Burnham Interchange Level II Screening - Consultant Services Agreement/HDR Engineering, Inc.
4. 56th Street/Olympic Drive Road Improvement Project Construction Management and Materials Testing Contract/HDR Engineering, Inc.
5. 56th Street/Olympic Drive Road Improvement Project Consultant Services Contract Amendment No. 1 – Updating the Final Plans, Specifications and Estimate.
6. 56th Street/Olympic Drive Road Improvement Project Construction Surveying and Technical Support Contract Authorization/DEA Inc.
7. Donkey Creek Right of Way Survey Contract – AHBL.
8. On-Call Plan Review Consultant Services Contract– Bureau Veritas Corporation.
9. Plan Review Consultant Services Contract for Hunt Highlands Project – Eagle Eye Consulting Engineers
10. Wagner Way/Wollochet Drive Traffic Signal Consultant Services Contract / W&H Pacific.
11. Resolution – Declaration of Surplus Property.
12. Liquor License Application: The Great Australian Bite.
13. Approval of Payment of Bills for Aug.13:
Checks #54907 through #55115 in the amount of \$1,168,444.31.
14. Approval of Payment of Payroll for July:
Checks #4746 through #4789 and direct deposits in the amount of \$335,806.09.

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

RECOGNITION CEREMONIES:

1. Reserve Officer Ryan Menday. Chief Davis presented a recognition award in absentia to Reserve Office Menday, recently hired by Jefferson County and currently enrolled in the six-month police academy. Chief Davis praised the level of service given by Officer Menday during his seven years of service.

2. Recognition of State and County Representatives. Mayor Hunter explained that our state and county representatives work extremely hard for the city. The CERB Grant,

the Hospital Benefit Zone, the Eddon Boat Heritage Grant, the WWRP Westside Park Grant, the Barn Bill, the Pierce County Conservation Futures, and reduced bridge tolls are just a few examples of how these representatives have worked to help the citizens of Gig Harbor. He asked Senator Derek Kilmer, Representatives Pat Lantz and Larry Seaquist, and County Councilmember Terry Lee to come forward and be recognized.

Mayor Hunter presented Senator Kilmer with a rendering of the new hospital, Representative Lantz with a photo of the Wilkinson Barn, Representative Seaquist with a photo of a historic Skansie Shipyard Ferryboat, and County Councilmember Lee with a photo of the Austin Estuary Park.

Councilmembers Young, Kadzik, Payne, and Dick took turns expressing gratitude for their hard work on behalf of the City of Gig Harbor.

RECESS TO STUDY SESSION: Gig Harbor Boys and Girls Club.

Mayor Hunter announced that Council would recess to a study session to discuss the Boys and Girls Club for approximately thirty minutes at 6:20 p.m.

The Council meeting reconvened at 7:21 p.m.

OLD BUSINESS:

1. Third Reading of Ordinance – Amendment to Skateboarding Ordinance. Mike Davis, Chief of Police, described the latest changes to further clarify this ordinance to prohibit skateboarding on “striped streets.” Other changes were made to reduce the penalty from \$100 to \$50, and to clarify that rollerblades and skates are not prohibited in crosswalks.

Ian Ward, Administrative Intern, addressed Council questions regarding faded striping and other concerns. Rob Karlinsey, City Administrator stressed that the determination of which streets would be striped will be left to city engineers.

MOTION: Move to adopt Ordinance No. 1097.
Payne / Conan – unanimously approved.

2. Second Reading of Ordinance – Lighted Materials Ban in City Parks. David Brereton, Interim Community Development Director, presented this ordinance prohibit lighted materials in city parks while providing for limited use for camp fires and barbeques in designated areas.

Councilmember Kadzik asked about past fire danger. Mr. Brereton responded that it hasn't been a problem to date.

Councilmember Franich said that he thinks this is an unfair ordinance. He explained that he hasn't heard any health reasons to enact this ordinance, and smokers should have

the same rights as everybody else. He said that he would like to at least see designated smoking areas in the parking areas.

MOTION: To adopt Ordinance No. 1098.
Payne / Young –

After discussion, the following amendment was offered.

AMENDMENT TO MOTION: Move to amend Ordinance No. 1098, Section 9.24.020 to add at the end, “Notwithstanding the foregoing, the Director of Operations shall have the discretion to designate areas in city parks where smoking is permitted.”
Franich / Young -

Councilmember Dick spoke against the amendment. He said that it would be better to do nothing than adopt the ordinance with the proposed amendment, which results in arbitrary action.

Councilmembers discussed the issue further and the following motion was made.

MOTION: Move to table adoption of this ordinance.
Young / Payne – unanimously approved.

3. Second Reading of Ordinance – Three Ordinances Adopting Text Amendments Recommended in Phase 1c of the Design Review Process Improvements Initiative (ZONE 07-0026, 07-0027 and 07-0028). Tom Dolan, Planning Director, presented these ordinances, gave a quick overview of each and answered questions.

MOTION: Move to adopt Ordinance 1098 defining what constitutes a quorum for project review meetings.
Kadzik / Franich – unanimously approved.

The second ordinance came up for discussion. Councilmember Dick raised questions regarding two transition buffers adjacent to another, and averaging building heights in the transition zone. Tom Dolan explained that an earlier ordinance states that the more intense zone provides the buffer. He then said that the language building height averaging only makes the existing code consistent; it doesn't change the intent.

Councilmembers further discussed the intent of a transition zone standard, how it applies to the more intense zoning, and how the language in the ordinance is confusing. Because the Planning Commission, Design Review Board and staff recommend approval, it was agreed to proceed with adoption of the ordinance as is.

Councilmember Kadzik said that buffers such as those along Highway 16 and adjacent to the prison are effective. Councilmember Young voiced opposition to buffers in general.

MOTION: Move to adopt Ordinance 1099 relating to zone transition dense vegetative buffers, footprint size and building heights.
Kadzik / Conan – five voted in favor. Councilmember Dick voted no.

MOTION: Move to adopt Ordinance 1100 relating to prominent facades.
Kadzik / Conan – unanimously approved.

4. Gig Harbor BoatShop Lease at the Eddon Boat Property. Rob Karlinsey explained that this is a 20-year lease in exchange for public programming in the Eddon Boat facility. He introduced Chris Erlich and John McMillan, who he has been working with in Guy Hoppen's absence.

Rob pointed out that the one million dollar Heritage Grant is the funding source, but it isn't tied to this lease. He went through the main points of the contract and the conditions of the grant, clarifying that the city will not be obligated to go beyond the one million dollar grant for improvements to the structure. He stressed that code issues will be addressed first.

Rob then spoke to the addendum to the lease. He explained that once the environmental cleanup is complete, Gig Harbor BoatShop may want to request other portions of the Eddon Boat Property such as the dock and marine railways. This lease does not commit the city to add these other areas, but it allows Gig Harbor BoatShop to make the request. If an agreement is not met, they have the option to terminate the lease.

Councilmember Young voiced concern and asked the City Attorney for further clarification on the addendum. Ms. Morris said that language was added to say that Gig Harbor BoatShop has no recourse if the city decides not to enter into an additional lease or addendum.

Councilmember Franich voiced concern that the lease could be broken if the city doesn't agree to lease further areas. Staff explained that they could pay the remainder of the lease, a minimal amount, at any time if they wanted out.

MOTION: Move to authorize the Mayor to sign this 20-year lease with Gig Harbor BoatShop at the Eddon Boatyard Building.
Conan / Payne – unanimously approved.

NEW BUSINESS:

1. On Shore Sewer Outfall Extension Project – Consultant Services Contract / Cosmopolitan Engineering Group. Steve Misiurak, City Engineer, presented this contract for design revisions of the on-shore portion of the outfall project.

MOTION: Move to authorize the Consultant Services Contract with Cosmopolitan Engineering Group in the amount of \$21,088.00. **Payne / Conan** – unanimously approved.

2. Wastewater Treatment Plant Phase 1 Final Design and Permitting – Contract Amendment / Cosmopolitan Engineering Group. Steve Misiurak explained that this contract is for Phase 1 design improvements for the Wastewater Treatment Plant improvements. He stressed that the design will take eight to twelve months, and funding is through the Public Works Trust Fund.

Councilmember Dick asked if there are sufficient appropriated funds available, and whether a separate action would be required. David Rodenbach, Finance Director, responded that the funds will go to the Sewer Capital Fund which has a line-item for this purpose that will easily cover the project.

Councilmember Payne asked if all six of the Cosmopolitan Teams will be involved. Mr. Misiurak answered that yes, they had all competed in a previous bid process when the original contract was awarded.

MOTION: Move to authorize the Mayor to execute a Consultant Services Contract Amendment #1 for Cosmopolitan Engineering Group not to exceed \$1,083,200.00. **Kadzik / Conan**– unanimously approved.

3. 56th Street/Olympic Drive Road Improvement Project – Bid Award / Ceccanti Construction. Steve Misiurak said he was pleased to bring this to Council, as this project has been in the works for many years and represents the hard work and dedication of many individuals and entities. These include the Transportation Improvement Board, private developers, city engineering and operations staff, and the citizens of Gig Harbor. Steve particularly thanked the City Council and Mayor for their support of this project. He said that he is proud to be a part of this and believes everyone will be pleased upon completion. He then recommended award of the bid to Ceccanti Construction.

Councilmembers and the Mayor thanked Steve for his involvement in this significant project. Councilmember Young congratulated him because the bid came in 10% under budget.

MOTION: Move to authorize the award and execution of a construction contract for the 56th Street NW and Olympic Drive NW Street Improvements Project to Ceccanti, Inc. for their bid in the amount of four million, six hundred thirteen thousand three hundred fourteen dollars and eighty cents (\$4,613,314.80). **Dick / Payne** – unanimously approved.

4. Street Naming: Shaw Place at the Highlands/Harbor Development. Rob Karlinsey explained that the Development Manager of Highlands at the Harbor off Harborview Drive is requesting that the street through the development be named “Shaw Place.”

Councilmember Franich said that he thinks this is appropriate and a nice way to commemorate the family.

Councilmember Payne commented that if this development had not been located in this area where C.E. Shaw had such presence, he would hesitate to approve the request.

MOTION: Move to approve the proposed naming of the closed street in the Highlands at the Harbor Development in the 3900 block of Harborview Drive, Shaw Place.
Payne / Conan – unanimously approved.

Councilmember Dick left the meeting.

5. Resolution – Amending Historical Names List – Crescent Cove. Rob Karlinsey presented this request to name a street in a new 4-lot subdivision off Vernhardson “Crescent Cove.” He said that this name is not on the historic names list, and so the developer is asking that it be added. In addition, there is a letter from the Historical Society recommending that the developer instead chose from a selection of names on the existing list.

Councilmember Young asked why this wasn’t referred to the Historical Society for a recommendation before the request came to Council. He then said that he spoke to Jennifer Kilmer, Peninsula Historical Society, and in their view they do not feel that “Crescent Cove” is a historical name and should not be added to the list, but they did not specifically say they are opposed to the use of the name if Council wishes to exempt the property from the requirement.

Councilmember Payne pointed out that per City Code, Council is not required to choose from the historical names list, but has the option to choose from other lists as well. In addition, there is no process in code that requires a recommendation come from the Historical Society.

Councilmember Young stressed that he prefers the practice of having a recommendation from the Historical Society at the beginning of the process.

Councilmember Franich said that it is an appropriate name for the location of the project and he has no problem adding it to the list.

Councilmember Conan said that there is a historical names list in order to honor important people. This would be a great chance to use one of those names rather than

adding to the list, because there are a limited number of new streets in this historical area.

Councilmember Young said he would like to refer this back to the developer and ask him to choose from the historic names list. Councilmember Payne responded by reading from the code, which does not require that the name be historical in the historical naming district and allows for choosing a name from other “approved” lists.

Councilmember Young said that he doesn’t agree with adding a non-historical name to the historical names list which is the action being requested by this resolution.

Mark Bonsell – 9608 Jacobsen Lane. Mr. Bonsell said that the developer has fixed this area up nicely. He urged Council to approve the use of Crescent Cove Lane.

Joyce Taylor – 156 Raft Island. Ms. Taylor said that she knows the property and the developer well. Each of his projects is well thought out, and anyone who has walked down there can see how well the proposed name fits the project. This is not much more than a driveway and historic names should be used for bigger streets.

Chuck Meacham – 9509 Wheeler. Mr. Meacham said he wants to go on record in support of the resolution to add Crescent Cove to the historic names list to be considered for this road. He added that Mr. Beck’s efforts are greatly appreciated; he is paying for the street himself, and the name Crescent Cove lane is in keeping with the area.

Larry Beck – 925 34th Ave., Gig Harbor. Mr. Beck gave a history of the development of this property, shared pictures of what it looked like before, and a rendition of his project that illustrates the need for a new access street. He commented that the parcels have a Rust Street address, but no access off Rust Street. He said that he collected the history of the people who developed the site, but there are no names on the list that have anything to do with the area. He asked to be able to call the small, new street Crescent Cove Lane because this area has been called Crescent Cove for awhile.

Councilmember Young again asked why staff hadn’t followed tradition by contacting the Historical Society. He asked that they be contacted to do a little more research on this site and come back with a recommendation at the next meeting.

6. Ordinance – Concurrency and Comprehensive Plan Amendments. Carol Morris explained that the procedure in the recently adopted Comp Plan Amendment Ordinance is inconsistent with the concurrency procedure. She recommend that Council repeal Section 19.09.100 because a prohibition on processing comp plan amendments until issuance of a certificate of concurrency will unnecessarily delay the city’s process. Because the August 15th deadline, she suggested that Council adopt this ordinance at its first reading this evening.

Councilmember Franich asked for clarification on why the sentence was added back in April and if there was a specific reason it was included. Ms. Morris said that the origin of the amendment was a compilation of a number of ordinances from different jurisdictions in an attempt to come up with the best procedure. That language was in another city's code and staff failed to check and see if it was consistent with the current concurrency ordinance.

MOTION: Move to adopt Ordinance No. 1001.
Payne / Conan – unanimously approved.

STAFF REPORT:

1. Second Quarter Financial Report – David Rodenbach. Mr. Rodenbach reported that all funds are on track except Building Permit Revenues, which are way ahead of pace. He offered to answer questions.

2. Gig Harbor Police Department – July Report. Chief Davis gave an overview of the report, emphasizing that there has been an increase in infractions (tickets), and a decrease in traffic accidents. He said that the new officer, Sharon Cox, is doing well and will complete her field training quickly. He then said that last week, officers trained with the Sheriffs Department and Peninsula School District for an “active shooter,” in case there would ever be an incident in one of the schools.

PUBLIC COMMENT:

Douglas Slayback – 7412 Northcreek Loop. Mr. Slayback said that he found Mr. Karlinsey's comment about correcting code issues at the Eddon Boat Building interesting, and suggested that the City Attorney take note. He read an e-mail sent to Council two weeks ago, which chronicles his effort to rectify water runoff from his neighbor's property. Mr. Slayback said that the City Attorney has no basis to alter the Engineer's findings, and without justifiable cause withdraw their enforcement letter. He said that there are clear violations of the Washington State Building Code on the Vasquez Property, which have caused him to be recipient of water runoff. He stressed that the city's codes must be enforced in a fair, equitable, and consistent manner, not by picking and choosing as Carol Morris would like to do. He asked the city to follow through with its charged responsibilities.

MAYOR'S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

Board / Commission Candidate Review Committee - Recommendation for Design Review Board openings.

Councilmember Young asked that in the future this be listed under the business section of the agenda because action is being requested.

Councilmember Kadzik said that the committee met and is recommending the reappointment of John Jernejcic and Chuck Carlson, and the first-term appointment of Jane Roth Williams to the Design Review Board.

MOTION: Move to approve the committee's recommendations to the Design Review Board.
Young / Conan – unanimously approved.

Councilmember Payne referred to the article on a successful Mainstreet Program that he e-mailed out to other Councilmembers, adding that the program has been ongoing since 1994.

Councilmember Kadzik said he would like to see an option for a smoking ban where kids congregate.

Councilmember Young suggested that staff bring back a couple of different options: one for just the Skateboard Park, one with that bans smoking where kids congregate, and one that is discretionary for the Public Works Director to determine where smoking should be allowed.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Cancellation: August 27th City Council Meeting
2. Operations and Public Projects Committee Meeting – Thursday, August 16th, at 3:00 p.m. in Engineering/Operations Conference Room.
3. Planning and Building Committee Meeting – Wednesday, September 5th, at 4:00 p.m. in Planning/Building Conference Room.
4. GH North Traffic Options Committee – Wednesday, September 12th, at 9:00 a.m. in Community Rooms A & B.

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

MOTION: Move to adjourn to Executive Session at 9:18 p.m. for the purpose of discussing pending and potential litigation for approximately fifteen minutes.
Payne / Young – unanimously approved.

MOTION: Move to return to regular session at 9:35 p.m.
Conan / Kadzik - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:36 p.m.
Conan / Young – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 7
Disk #2 Tracks 1-16
Disk #3 Tracks 1-11

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

OUTLINE MINUTES

WORK STUDY SESSION – BOYS & GIRLS CLUB

Date: 08/13/07 Time: 6:20 p.m. Location: Council Chambers Scribe: Molly Towslee

Members Present: Mayor Hunter, Councilmembers Young, Franich, Conan, Dick, Payne and Kadzik.

Boys & Girls Club: Gary Yazwa, President and CEO of the B&G Club, Ray Schuler, COB, Rick Guild, COO, Kent Peterson, Project Manager, Judy Hosea, VP of Development and Carol Virak, Gig Harbor Special Projects

County Councilmember Terry Lee and Representative Pat Lantz Staff Present: Rob Karlinsey

Topic	Recommendation/Action	Follow-up (if needed)
<p>Gary Yazwa, President and CEO of the Boys and Girls Clubs of South Puget Sound presented a PowerPoint Presentation on the proposed Gig Harbor Boys & Girls Club including the mission, the history of Boys & Girls Clubs, programming, community concept, costs, proposed design, timelines, financial commitments and future needs.</p> <p>He and the other members of the B&G Clubs of SPS organization addressed questions. They clarified that normally, Boys and Girls Clubs do not include a Senior Center. Space for one has been included in the Gig Harbor facility, but stressed that they do not operate the programming for a Senior Center. Kids programs will take precedent but they believe that there will be adequate meeting space to accommodate any use of the facility.</p>		
<p>Operating money for facility.</p>	<p>The City will provide a portion of the operating costs for five years. During that time, the Board will develop the relationships to support the Boys & Girls portion of the facility.</p>	<p>The Corporate and Executive Board will develop the regional relationships for ongoing maintenance and operations of the facility.</p> <p>The Local Advisory Board will also help to raise money.</p>

Topic	Recommendation/Action	Follow-up (if needed)
<p><u>Programming for Senior Center</u></p> <p>The Resolution passed for the city's participation with O&M Funds for five years is unclear about the provision for a Senior Center program.</p>	<p>Boys & Girls will not provide programming for Senior Center. A coordinator for a Senior Program will need to be identified.</p> <p>Mr. Yazwa recommended that the City commit to a part-time coordinator for programming for a Senior program.</p> <p>Work with PenMet Parks for possible programming for Senior Center.</p>	<p>Negotiate with PenMet parks to coordinate the Senior Center Program.</p> <p>Develop opportunities for Senior volunteers to run a program.</p>
<p>Anchor Tenants are those that pay rent. Associate tenants are those other groups who want to use a training room.</p> <p>Long history of partnering with other organizations. One aspect of this partnering is grant opportunities for funding.</p>	<p>Anchor: Boys & Girls Club, PAA, PenMet Parks and Seniors.</p> <p>Rent will be approximately \$15 per square foot.</p> <p>Mr. Yazwa clarified that the city would not pay rent for the Senior Center portion of the building. That is part of the \$150,000 commitment.</p>	<p>Direct the City Administrator to continue discussions with Council on what a Senior Center Program would look like and who would operate the program.</p> <p>Continue discussions with the Boys & Girls Club to clarify a business plan and to work on a draft contract for consideration.</p>
<p>Representative Pat Lantz gave a history of the state support for capital funding for the Boys & Girls program.</p>		
<p>The resolution includes language regarding the execution of an Interlocal agreement.</p> <p>All were in agreement that there would be a Senior Center component in the design, but there was misunderstanding on who</p>	<p>Boys & Girls Club will work with the city to get a program in place and to make the Senior Center successful.</p>	

Topic	Recommendation/Action	Follow-up (<i>if needed</i>)
would run it.		
County Councilmember Lee explained that the Pierce County Council has indicated, through a resolution to the Executive, that we want additional support for Seniors county-wide.	<p>Councilmember Lee will check into allocation of money for the Boys & Girls Club and if the number isn't high enough he will work for additional support for the operation of the Senior Center.</p> <p>Councilmember Lee also has a personal budget that he can allocate for district specific issues.</p>	Continue to work with Councilmember Lee.

The workstudy session concluded at 7:18 p.m.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Receive and file 2008 Budget Calendar

Dept. Origin: Finance

Prepared by: David Rodenbach

Proposed Council Action:

No action required.

For Agenda of: **September 10, 2007**
Exhibits: 2008 Budget Calendar
Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: DR 9/4/07

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure		Amount		Appropriation	
Required	\$0	Budgeted	N/A	Required	\$0

INFORMATION / BACKGROUND

The 2008 budget calendar is attached.

CITY OF GIG HARBOR
2008 BUDGET PREPARATION SCHEDULE

<u>June 1</u>	City Administrator submits notice to file 2008 budget narratives (functions, goals, objectives, performance measures and staffing requests).
<u>June 29</u>	Department Directors return completed schedules and forms to Finance Department.
<u>July 9</u>	City Administrator submits notice to file 2008 budget requests and forms for funding levels and requests.
<u>August 1</u>	Department Directors return completed schedules and forms to Finance Department.
<u>August 1 - 15</u>	Department Directors meet with City Administrator to discuss budget requests and review department objectives/programs.
<u>September 1</u>	City Administrator provides the Mayor with the proposed preliminary budget.
<u>October 1</u>	City Administrator provides the Council with current-year revenue estimates and the proposed preliminary budget setting forth the complete financial program, showing expenditures and related sources of revenue.
<u>October 17</u>	Publish notice of public hearing on revenue sources (<i>Public hearing to be held on Oct 22</i>).
<u>October 22</u>	<ol style="list-style-type: none">1. Public hearing on revenue sources.2. First reading of 2007 property tax levy ordinance.
<u>October 24</u>	<ol style="list-style-type: none">1. Publish first notice of budget work sessions (<i>Worksessions on Nov. 5th & 6th</i>)2. Publish notice of filing of preliminary budget with City Clerk on 10/29.
<u>October 31</u>	<ol style="list-style-type: none">1. Publish second notice of budget work sessions (<i>Worksessions on Nov. 5th & 6th</i>)2. Publish 1st notice of first public hearing on budget (<i>Public hearing on Nov. 13</i>).
<u>October 29</u>	Mayor presents 2008 proposed budget to City Council, filed with City Clerk, and copies made available to public.
<u>November 5, 6:00</u>	Budget work session - Court, Admin, Finance, Planning, Police, Tourism.
<u>November 6, 6:00</u>	Budget work session - Parks, Streets, Water, Sewer, Storm
<u>November 7</u>	Publish 2 nd notice of first public hearing on budget (<i>Public hearing to be held on Nov. 13</i>).
<u>November 13</u>	<ol style="list-style-type: none">1. First public hearing and first reading of 2008 proposed budget ordinance.2. Second reading and adoption of 2007 property tax levy ordinance. (<i>Forward ordinance to County</i>).
<u>November 14</u>	Publish 1 st notice of final public hearing on budget (<i>Public hearing to be held on Nov. 26</i>).
<u>November 21</u>	Publish 2 nd notice of final public hearing on budget (<i>Public hearing to be held on Nov. 26</i>).
<u>November 26</u>	<ol style="list-style-type: none">1. Final public hearing and second reading of 2008 proposed budget ordinance. (<i>Hearing may be continued through December if necessary. Must be adopted by 12/31.</i>)
<u>After adoption</u>	Forward copies of final budget to State Auditor and MRSC.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Update Transportation Improvement Program, Traffic Impact Fee and Comprehensive Plan Amendment Consultant Services Contract Amendment with HDR Engineering.

Proposed Council Action: Authorize the Mayor on behalf of Council to execute an Amendment to the Consultant Services Contract with HDR Engineering, Inc.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: September 10, 2007

Exhibits: Amendment to Consultant Services Contract
Initial & Date

Concurred by Mayor:

Approved by City Administrator: PSK 9/6/07

Approved as to form by City Atty: CAM 9/6/07

Approved by Finance Director: CP 9/7/07

Approved by Department Head: Done 9/7/07

Expenditure Required	\$172,613	Amount Budgeted	\$300,000	Appropriation Required	0
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INFORMATION / BACKGROUND

On July 27, 2007, the City advertised for professional consultant services to assist the City in conducting a Level II Screening Analysis. In response to the advertisement, the City received three statements of qualifications. The City subsequently conducted an internal evaluation and grading, and selected HDR Engineering, Inc. as the most qualified engineering firm to perform the work. In addition to the Level II Screening Analysis, the City requires assistance in developing and updating the Transportation Element of the Comprehensive Plan to include a long range (20-year) transportation improvement program. With this information, HDR will assist the City in updating the Six-Year TIP and the traffic impact fees to be consistent with the 20-year TIP and associated growth assumptions.

FISCAL CONSIDERATION

Funding for this work is included under the Borgen/SR-16 Interchange Roadmap Development budget item No. 5. The original amount budgeted was \$300,000. The original contract amount for the Level II Screening Analysis was \$58,969. The amended contract amount will be \$231,592.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute an Amendment to the Consultant Services Contract with HDR Engineering, Inc. in the not-to-exceed amount of One Hundred Seventy-Two Thousand Six Hundred Thirteen Dollars and no cents (\$172,613).

**AMENDMENT #1 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS FIRST AMENDMENT is made to the AGREEMENT, dated August 13, 2007, and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 626 Columbia Street NW, Suite 2-A, Olympia, Washington 98501, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Level II Screening Analysis at Borgen Boulevard/SR16 Interchange and updating the Transportation Improvement Program, Traffic Impact Fee and Comprehensive Plan Amendment and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on August 13, 2007 (hereinafter the "Agreement"); and

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

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

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

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: One Hundred Seventy Two Thousand Six Hundred Thirteen Dollars and No Cents (\$172,613.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2007.

THE CITY OF GIG HARBOR

By: _____
Its Principal

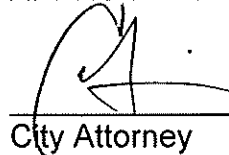
By: _____
Mayor

Notices to be sent to:

CONSULTANT
HDR Engineering, Inc.
Attn: David R. Skinner, P.E.
626 Columbia Street NW, Suite 2-A
Olympia, Washington 98507
(360) 570-4400

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

APPROVED AS TO FORM:



City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A

AMENDMENT #1

Gig Harbor – TIP, TIF and Comprehensive Plan Amendments

This document presents a proposed scope of work for the Update to the existing Transportation Element of the Comprehensive Plan including the 6-yr TIP and recommendation of changes to the Traffic Impact Fee Schedule. Accomplishing this scope provides the City of Gig Harbor with:

- An updated 6-Year Transportation Improvement Program (TIP) based on a short-term transportation demand forecast.
- An updated Traffic Impact Fee (TIF) program based on the amended 6-Year TIP.
- The technical background and documentation to submit a comprehensive plan amendment to reflect the 20-year transportation demand forecast and a 20-year transportation capital project program with associated funding strategy.

The approach to this work is to develop the 6-year forecast, adjust the TIF and develop the TIP with the goal of completing this work prior to the end of the year and then proceeding with the comprehensive plan amendment material.

Task 1: Review Background Information

HDR will review the background material provided by the City to ensure consistency with prior work. The background material to be supplied by the city includes:

- “Citywide Capacity Available Report, Year 2006” dated March 2007.
- “Transportation Impact Fee Program Update” dated March 2007.
- Transportation Element of Comprehensive Plan
- Transportation plan map

Task 2: Develop Short Range Demand Forecast

HDR will use the City’s VISUM model and agreed-to land development assumptions to develop a short range forecast of transportation demand. This task will include a development assumption review meeting with city engineering and planning staff.

Assumptions: The existing VISUM model is sufficiently calibrated for purposes of forecasting future demand.

Task 3: Open House #1

HDR will prepare for and arrange an open house at a location provided by the City. The purpose of this open house is to solicit input regarding the short term transportation improvements needed in Gig Harbor. Preparation for this open house includes a briefing and discussion with the Public Works Committee of City Council.

Assumptions: The City will provide the location for the open house.

Task 4: Future Conditions Analysis

HDR will use the short range demand forecast prepared in Task 2 to assess the adequacy of the adopted 6-Year TIP to maintain the adopted level of service standards for city facilities. A summary memo with technical appendix will be prepared to document the analysis.

Deliverable: Summary future conditions analysis memo

Task 5: 6-Year TIP Amendments

Based on the analysis prepared in Task 3, HDR will prepare a list of possible additions or modifications to the adopted 6-Year TIP. Planning-level cost estimates will be prepared for each identified project. HDR will meet with city staff to review the list of possible amendments and to refine that list.

Cost estimates for the refined list of TIP amendments will be prepared.

HDR will prepare a draft staff report for use by City staff.

Deliverables: Draft staff report with amended 6-Year TIP

Task 6: Development of Updated TIF Program

Based on the proposed amended TIP, HDR will develop an update TIF program using a methodology based on the method in the March 2007 update. HDR will meet with city staff to review the results of the update.

Deliverables: A preliminary updated TIF program

Task 7: Open House #2

HDR will prepare for and arrange an open house at a location provided by the City. The purpose of this open house is to present to the public and to solicit input regarding the draft TIP and updated TIF program. Preparation for this open house includes a briefing and discussion with the Public Works Committee of City Council.

Assumptions: The City will provide the location for the open house.

Task 8: Draft Updated TIF Program

In this task, HDR will make any needed revisions to the proposed updated TIF program based on the input received in Open House #2 and from the Public Works Committee. HDR will prepare a draft staff report for the updated TIF program and associated documentation.

Deliverables: Draft staff report with Updated TIF Program

Task 9: Long Range Transportation Demand Forecast

HDR will meet with city engineering and planning staff to confirm the adopted long range development forecast for the city and surrounding area. Using the agreed-to long range development forecast, HDR will prepare a demand forecast utilizing the city's VISUM model.

Task 10: Long Range Transportation Analysis

HDR will use the long range demand forecast prepared in Task 9 to assess the adequacy of the planned transportation system to maintain the adopted level of service standards for city facilities. A summary memo with technical appendix will be prepared to document the analysis.

Deliverable: Summary long range conditions analysis memo

Task 11: Open House #3

HDR will prepare for and arrange an open house at a location provided by the City. The purpose of this open house is to present to the public the draft TIP and updated TIF program, prior to public hearings and to discuss the long range transportation conditions identified in Task 10. Preparation for this open house includes a briefing and discussion with the Public Works Committee of City Council.

Assumptions: The City will provide the location for the open house.

Task 12: Transportation Capital Facilities Plan

HDR will prepare a transportation capital facilities plan based on the long range conditions analysis developed in Task 10. The basis for the transportation capital facilities plan will be the existing comprehensive plan transportation element and the updated 6-year TIP. Cost estimates will be prepared at a planning level for all of the identified capital improvements. The transportation capital facilities plan will be based on a “sustainable” approach to financing considering local funding, grant funding and the updated TIF.

HDR will meet with city staff to discuss the proposed transportation capital facilities plan and any associated map and text changes to the comprehensive plan.

HDR will draft for a staff report for city staff use.

Deliverables: Proposed transportation capital facilities plan, map and text changes to the comprehensive plan, draft staff report.

Task 13: Adoption Process (Contingency)

HDR will be available, on request, to attend public hearings regarding the consideration of amendments to the 6-Year TIP, the updated TIF and comprehensive plan.

Exhibit B

Client: City of Gig Harbor - Stephen T. Misurak, P.E.													Prepared by: CRS			
Project Name: TIP, TIF, and Comprehensive Plan Updates													Created: 8/28/07			
													Revised: N/A			
													Reviewed by: CRS			
Description	Total Hours for Task	TOTAL HOURS/DOLLARS	Project Forecast	Project Manager	Sr Project Engineer	Sr. Traffic Engineer	Traffic Engineer	QA/QC Engineer	Sr. Traffic Engineer	Planner	Graphics	Admin				
Project Name or Task Name	1432 hours															
Task 1 - Ph Review Background Information	48 hours															
Review Background Information		48		8		24				16						
Task 2 - Develop Short Range Demand Forecast	184 hours															
Meeting - Land Use Assumptions		32		8		8				8						
Demand Forecast		152		4		120			4	24						
Task 3 - Open House #1	70 hours															
Preparation		58		4		8	4		2	4	16					
PW Committee Meeting		16	4	4		4				4						
Open House #1		16	4	4		4				4						
Task 4 - Future Conditions Analysis	98 hours															
Future Conditions Analysis		98		2		48	40		8							
Task 5 - Future Conditions	215 hours															
Task Adopted TIP and Develop amendments		88	2	4		48	24		2	8						
Planning Level Cost Estimates		48	8		40											
Meet with City staff		16	4	8	4											
Refined TIP with cost estimates		30	2	4	24											
Draft Staff Report		34	2	4	8					16		4				
Task 6 - Development of Updated TIF Program	72 hours															
Update TIF Program		60		16				4		40						
Meet with City staff		12	4	8												
Task 7 - Open House #2	62 hours															
Preparation		30		4		8	4		2	4	8					
PW Committee Meeting		16	4	4		4				4						
Open House #2		16	4	4		4				4						
Task 8 - Draft Updated TIF Program	62 hours															
Revisions to proposed TIF program		22		4	8			2		8						
Draft staff report		40	2	4	4			2		24		4				
Task 9 - Long Range Transportation Demand Forecast	104 hours															
Meet City staff - land use assumptions		24		8		8				8						
Long Range demand forecast		80		4		72			4							
Task 10 - Long Range Transportation Analysis	158 hours															
Analysis		104		4		48	40		4	8						
Summary memo		54	2	4		16	12		2	18		2				
Task 11 - Open House #3	66 hours															
Preparation		30		4		8	4		2	4	8					
PW Committee Meeting		16	4	4		4				4						
Open House #3		20	4	4	4	4				4						
Task 12 - Transportation Capital Facilities Plan	132 hours															
Draft Transportation CFP		56	4	24	40			4		24						
Meet with City staff		24	4	8	4			8								
Draft Staff Report		32	2	8				2		16		4				
Task 13 - Adoption Process (Contingency)	160 hours															
Preparation		64	16	16	16			16								
City Council Hearings (Assumed 4 hearings)		96	16	32	18			32								
	0 hours															
Subtotal HDR Labor Hours		1432	92	216	176	440	128	70	30	256	32	14	0	0	0	
Total Labor Costs, Allocated Overhead Costs and Fees		\$164,355														
HDR Direct Expenses																
HDR Outside Expenses (Travel @ 485/mile)	0.455	\$2,640														
HDR Expenses		\$1,670														
Technology Charge @	\$5.00 per hr	\$0														
HDR Subconsultant Admin (Apply to subtotal shown below)	100%	\$0														
Total Direct Expenses		\$4,310														
Total Subconsultant Expenses and/or Other Services		\$0														
Total Anticipated Contract Amount		\$172,613														



**Business of the City Council
City of Gig Harbor, WA**

Subject: Wollochet Drive Roadway Rehabilitation Project CSP-0711
-- Construction Contract Authorization

Proposed Council Action: Authorize the award and execution of a construction contract for the Wollochet Drive Roadway Rehabilitation Project to Woodworth & Co. for their bid in the amount of one hundred forty-five thousand seven hundred one dollars and twenty-five cents (\$145,701.25).

Dept. Origin:	Engineering Division	
Prepared by:	Stephen Misiurak, P.E. City Engineer	
For Agenda of:	September 10, 2007	
Exhibits:	Contract	Initial & Date
Concurred by Mayor:		
Approved by City Administrator:		<i>PK 9/6/07</i>
Approved as to form by City Atty:		<i>AM 9/7/07</i>
Approved by Finance Director:		<i>JP 9/7/07</i>
Approved by Department Head:		<i>Love 9/7/07</i>

Expenditure	Amount	Appropriation
Required \$145,701.25	Budgeted \$150,000	Required \$ 0

INFORMATION / BACKGROUND

This project provides for construction of the Wollochet Drive Roadway Rehabilitation Project (CSP-0711). The work to be completed under this contract generally provides for compacted three inch lift of asphalt concrete pavement for Wollochet Drive from the intersection of Hunt Street to 200 feet south of Wagner Way in the City of Gig Harbor and shall include full depth planing of the existing asphalt pavement, re-grading and compacting of planings, pavement repair as directed, street cleaning, tack coat, pavement markings, and other work, all in accordance with the Contract Plans.

In accordance with the small bid process, the City prepared engineered plans and specifications and issued an invitation to bid. Five contractors submitted sealed bids on September 5, 2007. The bid results are shown below. The apparent low bidder, Puget Paving & Construction, Inc., requested release from their bid due to a bidding error. After consultation with the City Attorney and a review of the bid circumstances, the Engineering Division has found the second low bidder, Woodworth & Company to be the lowest responsible bidder, in the amount of \$145,701.25.

Low Bidder	Puget Paving & Construction, Inc.	\$100,769.10
2 nd Low Bidder	Woodworth & Company	\$145,701.25
3 rd Low Bidder	Tucci & Sons	\$164,772.00
4 th Low Bidder	Looker & Associates	\$180,067.00
5 th Low Bidder	Harlow Construction	\$192,366.00

In determining "lowest responsible bidder", in addition to price, the following elements were given consideration by the City:

- a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c) Whether the bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the bidder with laws relating to the contract or services.

The City Engineer's analysis has concluded that Woodworth & Company has satisfied all the above criteria.

FISCAL CONSIDERATION

While this project was not specifically identified in the 2007 Budget, both the Operations and Public Projects Committee and the City Council have been briefed on the proposed project budget and the necessity to perform this work this year. Sufficient funds exist in the 2007 Street Operating Fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the Wollochet Drive Roadway Rehabilitation Project to Woodworth & Company in the amount of one hundred forty-five thousand seven hundred one dollars and twenty-five cents (\$145,701.25).

**WOLLOCHET DRIVE ROADWAY REHABILITATION PROJECT
CSP- 0711**

CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, 2007, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Woodworth & Company, hereinafter called the "Contractor."

WITNESSETH:

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete a compacted three inch lift of asphalt concrete pavement for Wollochet Drive from the intersection of Hunt Street to 200 feet south of Wagner Way in the City of Gig Harbor and shall include full depth planing of the existing asphalt pavement, re-grading and compacting of planings, pavement repair as directed, street cleaning, tack coat, pavement markings, and other work, all in accordance with the attached Contract Plans, Special Provisions, and the Standard Specifications and shall perform any changes in the work, all in full compliance with the contract documents entitled "Wollochet Drive Roadway Rehabilitation Project, CSP-0711," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of One Hundred Forty Five Thousand Seven Hundred One Dollars and Twenty-Five Cents (\$145,701.25), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City's City Engineer, whichever is later. All physical contract work shall be completed within fifteen (15) working days.
2. The Contractor agrees to pay the City the sum of \$ 1,457.00 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2006 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions.

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

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

CITY of GIG HARBOR:

CONTRACTOR:

Charles L. Hunter, Mayor
City of Gig Harbor

Print Name: _____

Print Title: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney



**Business of the City Council
City of Gig Harbor, WA**

Subject: Wollochet Drive Roadway Rehabilitation Project (CSP-0711)
-- Materials Testing Contract Authorization

Proposed Council Action: Authorize the execution of a materials testing contract for the Wollochet Drive Roadway Rehabilitation Project to Professional Service Industries, Inc. in the amount not to exceed one thousand five hundred fifty-six dollars and zero cents (\$1,556.00).

Dept. Origin:	Engineering Division
Prepared by:	Stephen Misiurak, P.E. City Engineer
For Agenda of:	September 10, 2007
Exhibits:	Contract
	Initial & Date
Concurred by Mayor:	
Approved by City Administrator:	<i>PK 9/7/07</i>
Approved as to form by City Atty:	<i>Cam 9/7/07</i>
Approved by Finance Director:	<i>JP 9/7/07</i>
Approved by Department Head:	<i>Dave 9/7/07</i>

Expenditure	Amount	Appropriation
Required \$1,566.00	Budgeted \$4,298.75	Required \$ 0

INFORMATION / BACKGROUND

This project provides for the materials testing of the Wollochet Drive Roadway Rehabilitation Project (CSP-0711).

FISCAL CONSIDERATION

While this project was not specifically identified in the 2007 Budget, both the Operations and Public Projects Committee and the City Council have been briefed on the proposed project budget and the necessity to perform this work this year. Sufficient funds exist in the 2007 Street Operating Fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the execution of the materials testing contract for the Wollochet Drive Roadway Rehabilitation Project to Professional Service Industries, Inc. in the amount not to exceed one thousand five hundred fifty-six dollars and zero cents (\$1,556.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
(PSI) Professional Service Industries, Inc.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PSI, a corporation organized under the laws of the State of Washington, located and doing business at 10025 South Tacoma Way, Suite #H1, Lakewood, Washington 98499 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the materials testing for the Wollochet Drive Roadway Rehabilitation Project and desires that the Consultant perform services necessary to provide the following consultation testing services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated August 7, 2007 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Thousand Five Hundred Fifty-Six Dollars and No Cents (\$1,556.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of

receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by **October 31, 2007**; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in

the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise

from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer and the City shall determine the term or provision's true intent or meaning. The City Engineer shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

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

CONSULTANT
James Marshall
PSI (Professional Services Industries, Inc.)
10025 South Tacoma Way, Suite #H1
Lakewood, Washington 98499
(253) 589-1804

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
James Marshall
PSI (Professional Service Industries, Inc.)
10025 South Tacoma Way, Suite #H1
Lakewood, Washington 98499
(253) 589-1804

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____



August 7, 2007

Mr. Jeffrey Olsen
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Telephone: 253-851-6170
Facsimile: 253-853-7597

SUBJECT: **Construction Materials Testing and Special Inspection**
 PSI Proposal No: 742-700242

Dear Mr. Olsen,

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for construction materials testing and special inspection for the **Wollochet Drive Roadway Rehabilitation Project** located on Wollochet Drive in Gig Harbor, WA.

We understand our services will include but may not be limited to soils, asphalt, and related construction materials testing and special inspection services.

PSI will provide trained technical personnel to perform testing and inspection services as requested, in general accordance with project specifications and as directed by the client or designated client representative. Services requested but not listed herein will be billed at our standard unit rates.

PSI's services will be provided on a unit rate basis in accordance with the Schedule of Fees, Charges and General Conditions, of which are both enclosed herewith and incorporated into this proposal. The attached cost estimate is anticipated to be used as a budget for services only. It does not represent a maximum or minimum fee.

Please note that before we begin our services, we must receive a signed copy of this proposal intact. When returning the proposal, please complete the attached Report Distribution List so that we can properly establish your file.



ENGINEERING, CONSULTING, MATERIALS TESTING & SPECIAL INSPECTIONS

City of Gig Harbor
PSI Proposal No: 742-700242
Date

PSI appreciates the opportunity to offer its services. If you have any questions, please contact myself or James Marshall at (253) 589-1804.

Respectfully submitted,

Edward A. Smith
Branch Manager

James Marshall
Business Development Coordinator

Attachments: General Conditions
 Report Distribution List

AGREED TO THIS ____ DAY OF _____, _____ (YEAR)

BY: _____

TITLE: _____

PRINTED NAME: _____

FIRM: _____



ENGINEERING, CONSULTING, MATERIALS TESTING & SPECIAL INSPECTIONS

City Of Gig Harbor
 PSI Proposal No: 742-700242
 August 7,2007

**ANTICIPATED PROJECT BUDGET
 FOR
 WOLLOCHET DRIVE ROAD REHABILITATION PROJECT**

TYPE	UNITS	UNIT RATE	TOTAL
SOILS/ASPHALT			
Soils/Asphalt Technician (day shift)	4 hours	\$55.00 / hr	\$220.00
Soils/Asphalt Technician (night shift)	8 hours	\$63.25 / hr	\$506.00 ✓
Extraction / Gradation	1 hours	\$225.00 / hr	\$225.00
Rice Density	1 hours	\$100.00 / hr	\$100.00
Proctor Analysis	1 each	\$195.00 / ea	\$195.00 ✓
Sieve Analysis	1 each	\$95.00 / ea	\$95.00 ✓
Trip Charge	2 each	\$25.00 / ea	\$50.00 ✓
Report Preparation & Distribution	2 each	\$40.00 / ea	\$80.00 ✓
Project Management	1 hours	\$85.00 / hr	\$85.00
ANTICIPATED PROJECT BUDGET			\$1,556.00

REMARKS:

1. Inspection services overtime is charged at 1.5 times the basic rate. Overtime rate applies to all work in excess of 8 hours per day, or on Sundays & Saturdays. Work performed during PSI-recognized holidays is charged 2.0 times the basic rate. A Shift change multiplier of 15% is included in night rates.
2. To better serve our clients field inspection services should be scheduled by 3:30 PM the day before services are required.
3. A minimum of 4 hours will be charged portal to portal per assigned field inspector and any late cancellations.
4. All contaminated soils and material tests will be charged twice the amount indicated in this fee schedule and the material will be returned to client for disposal, after the test is performed.
5. All samples will be disposed of after completion of testing. Samples with Non-conformance test results will be retained for 10 days after completion of testing.
6. Should it be necessary, tests not capable of being performed in our Tacoma laboratory will be sub-contracted to a qualified testing provider. The use of outside testing sources shall not jeopardize quality and shall be clearly identified on the final report should they be used.
7. A fuel surcharge shall be applied to invoices to offset the increase in fuel prices for a gallon of regular gasoline.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Wetland Review Consultant Services

Dept. Origin: Planning

Prepared by: Tom Dolan

**Proposed Council Action:
Approve contract with Grette Associates LLC**

For Agenda of: September 10, 2007

Exhibits: Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: DDK 9/6/07

Approved as to form by City Atty: LAM 9/6/07

Approved by Finance Director: DR 9/5/07

Approved by Department Head: TD

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The City currently does not have an employee with the expertise to review and comment on wetland reports and wetland mitigation proposals submitted in connection with land use permits. Grette Associates LLC is an established company with a local office (Tacoma) that can provide thorough and timely review of wetland projects submitted to the City.

FISCAL CONSIDERATION

It is intended that project applicants will fully fund the review performed by Gretty Associates. An amendment to the City's master fee schedule is proposed which would require that project applicants fully pay for the cost of the reviews.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve contract with Grette Associates LLC for on-call wetland permit review services.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and Grette Associates LLC, a limited Liability Company under the laws of the State of Washington, located and doing business at 151 South Worthen Street, Suite 101, Wenatchee, WA 98801 (hereinafter the "Consultant")

RECITALS

WHEREAS, the City's wetland regulations require that wetland reports submitted by project applicants be reviewed for completeness and consistency with the City's ordinances in advance of permit issuance by the Community Development Department; and

WHEREAS, the City's wetland regulations further require that project applicants may be required to develop and implement wetland mitigation projects that require City monitoring; and

WHEREAS, the City desires that the Consultant perform such wetland report review and monitoring as described herein; and

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

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

TERMS

I. Description of Work

The consultant shall perform all work as described in Exhibit "A".

II. Payment

A. The City shall pay the Consultant an amount as described in Exhibit "B", which shall not exceed Twenty Thousand Dollars (\$20,000.00). This is the maximum amount to be paid under this Agreement for the work described in Exhibit "A", and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement,

PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The parties agree that there is no minimum amount the City may be billed under this Agreement and that all fees shall be established as set forth in Exhibit B. The Consultant shall not bill the City for any services or service providers not identified in Exhibit B unless both parties agree to a modification of this contract.

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

III. Relationship of Parties

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

The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder. The Consultant shall have no authority to issue any permits, approvals, or to make any final decisions on any permit applications, which authority shall be reserved to City employees.

IV. Duration of Work

The City and the Consultant agree that work will begin upon the execution of this contract and the City has transmitted a copy of a wetland report to the Consultant for review. This Agreement shall expire on or before December 31, 2008, provided however, that the contract may be extended by agreement of both parties.

V. Termination

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

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its sub-consultants, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

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

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's performance of the work described herein, the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator and the City shall determine the term or provisions true

intent or meaning. The City Administrator shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties expenses and reasonable attorney's fees.

XVI. Written Notice

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

CONSULTANT:
Gretty Associates, LLC
151 South Worthen Street
Suite 101
Wenatchee, WA 98801

CITY:
Tom Dolan
Planning Director
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Conflicts of Interest

The City acknowledges that the Consultant is engaged in a separate practice, performing the type of work that is the subject of this Agreement, for other clients. However, a conflict of interest may arise if the Consultant is asked to perform under this Agreement by reviewing plans for projects of existing or former clients. The Consultant shall notify the Planning Director if the Consultant receives plans to review for an existing and/or former client of the Consultant. The Consultant agrees that if it is connected in any way with the subdividing and platting of any land, that it shall not accept review of any subdivision application and shall immediately notify the City of such conflict.

XX. Integration

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

XXI. Severability.

If any phrase, sentence or provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

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


CONSULTANT
By: *Glenn B. Hette*
Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:

Tom Dolan
Planning Director
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:



City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)

COUNTY OF Chelan)

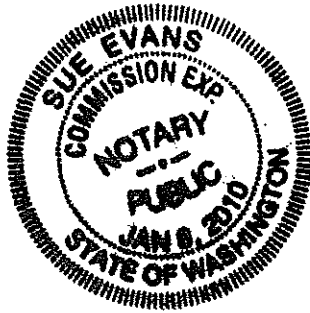
) ss.

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

Dated: 8/31/07

Sue Evans, Notary Public

Sue Evans, Notary Public
(print or type name)



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

Wenatche WA

My Commission expires: Jan. 9, 2010

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit "A"
SCOPE OF WORK AND PROCESS

1. Wetland Analysis Report Review and Wetland Monitoring Review

A. The Consultant will review Wetland Analysis Reports and Wetland Monitoring Reports submitted to the City for consistency with the Gig Harbor Municipal Code.

B. As part of the review, the Consultant shall field verify the findings in the reports.

C. The Consultants will forward the results of their review in written form to the City no later than 30 days from the date of receiving the reports unless a shorter review time is agreed upon by both parties.

Exhibit "B"

Rates

Grette Associates 2007 Rates

Glenn Grette	Principal	\$160.00/hr
Matthew Boyle	Principal	\$140.00/hr
	Associates	\$120.00/hr
Jim Carsner	Biologist 5	\$104.00/hr
	Biologist 4	\$95.00/hr
Larry Lehman, Scott Maharry, Ryan Walker, Melora Shelton, Jeremy Downs	Biologist 3	\$92.00/hr
Gretchen Coker	Biologist 2	\$85.00/hr
Jason Dirkse, Angela Dubois	Biologist 1	\$82.00/hr
Trina Pennington, Erin McIntyre, Tracy DeJong	Administrator	\$64.00/hr
Joel Grette	Field Assistant Admin	\$46.00/hr
Danielle DeJong, Emily Goodstein	Assistant	\$46.00/hr
Subconsultants		8%
Expenses (document copying, mailing, etc)		8%
Mileage (travel from Tacoma office to Gig Harbor)		\$0.50/mile



Business of the City Council
City of Gig Harbor, WA

Subject: Amendment to Consultant Services Contract for Eddon Boat Park

Proposed Council Action: Authorize the Contract Amendment with Anchor Environmental, LLC in the amount of \$55,755.00.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E. City Engineer

For Agenda of: September 10, 2007

Exhibits: Contract Amendment to Consultant Services Contract

Concurred by Mayor:

Approved by City Administrator: [Signature] 9/6/07

Approved as to form by City Atty: [Signature] 9/6/07

Approved by Finance Director: [Signature] 9/6/07

Approved by Department Head: [Signature] 9/6/07

Initial & Date

Table with 4 columns: Expenditure Required, Amount, Budgeted, Appropriation Required. Values: \$55,755.00, \$750,000.00, 0.

INFORMATION / BACKGROUND

The proposed Contract Amendment #9, in the amount of \$55,755.00 provides funding for additional project management; interagency meetings; and sediment permitting. These additional efforts are necessary in order to obtain the final remediation permits in a timely manner. It is anticipated that the remediation work will begin in January 2008.

FISCAL CONSIDERATION

Previous contract amendments one through eight amounted to \$426,440.00. Adequate funds exist from the seller's clean-up Remediation Escrow Account to fund this amendment. The Sellers have been notified and have agreed with the amended scope and use of remediation funds. Approval of this contract amendment revises the total contract amount to Anchor Environmental, LLC in the amount not to exceed \$482,195.00.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the contract amendment with Anchor Environmental in the amount of Fifty Five Thousand Seven Hundred Fifty Five Dollars and No Cents (\$55,755.00).

**NINETH AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ANCHOR ENVIRONMENTAL, LLC**

THIS NINETH AMENDMENT is made to the AGREEMENT, dated December 13, 2004, subsequent AMENDMENT #8, dated June 25, 2007, AMENDMENT #7, dated February 12, 2007, AMENDMENT #6, dated December 11, 2006; AMENDMENT #5, dated October 9, 2006; AMENDMENT #4, dated July 24, 2006; AMENDMENT #3, dated October 10, 2005, AMENDMENT #2, dated April 25, 2005, and AMENDMENT #1, dated February 14, 2005 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Anchor Environmental, LLC, a limited liability corporation organized under the laws of the State of Washington, located and doing business at 1423 Third Avenue, Suite 300, Seattle, Washington 98101 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the environmental assessment and remediation services for the property commonly known as Eddon Boatyard and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on December 13, 2004, (hereinafter the "Agreement"); and

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

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

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

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A and Table 2 dated July 30, 2007** to the Amendment in the amount of Fifty Five Thousand Seven Hundred Fifty Five Dollars and Zero Cents (\$55,755.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect

and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2007.

THE CITY OF GIG HARBOR

By: _____
Its Principal

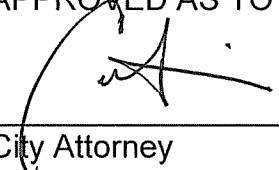
By: _____
Mayor

Notices to be sent to:

CONSULTANT
Anchor Environmental, LLC
Attn: David Templeton, Partner
1423 Third Avenue, Suite 300
Seattle, Washington 98101
(206) 287-9130

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

APPROVED AS TO FORM:



City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____



Exhibit A

Anchor Environmental, L.L.C.
1423 3rd Avenue, Suite 300
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

July 30, 2007

040289-02

Mr. Steve Misiurak
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

Mr. William Joyce
Salter Joyce Ziker, PLLC
1601 Fifth Avenue, Suite 2040
Seattle, Washington 98101-1686

Re: Exhibit A – Addendum No. 9 to Scope of Work, Eddon Boatyard Sediment Cleanup
Task 1 – Project Management and Strategy Development
Task 2 – Meetings
Task 6b – Sediment Permitting

Dear Mr. Misiurak and Mr. Joyce:

Anchor Environmental, L.L.C. (Anchor), has worked with the City of Gig Harbor (the City) to submit a final sediment cleanup plan for the Eddon Boatyard property that has received a positive opinion letter from Washington State Department of Ecology. Anchor has prepared and submitted the permits necessary to begin construction in 2008, and Anchor is currently preparing construction design bid documents. Once the permits have been received and a contractor has been selected, Anchor will provide construction management services during the implementation of the sediment cleanup plan.

To keep the permitting process and sediment cleanup construction on schedule, Anchor continues to be in constant contact with the regulatory agencies. This process has involved unanticipated coordination and agency meetings that were not part of the initial scope. In order

to ensure that permits will be issued in a timely and efficient manner, Anchor will be required to continue navigating the final stages of the permitting process for the City. In addition, Anchor will support the City in developing strategies to complete the work on this project. A cost loaded schedule was submitted to the City in June 2007. The cost loaded schedule showed the accrual of costs throughout the remainder of this project and its affect on the balance of the sediment remediation account. Unanticipated permit coordination and agency meetings were not included in the cost loaded schedule; however, budget increases for continued project management and permitting support were anticipated. Therefore, we are now requesting authorization to amend the budget to fund this work. The budget requested is summarized in Table 1 and described in detail in Table 2.

**Table 1
Budget Summary**

Task	Description	Additional Request	Duration of Tasks
1	Project management and strategy development	\$24,960	July through December 2007
2	Meetings	\$14,770	July through December 2007
6b	Sediment permitting	\$16,025	July through November 2007
Total		\$55,755	

Task 1 – Project Management and Strategy Development

Over the coming months, Anchor will be supporting the City to advise them on the proper strategies to successfully complete construction of the Eddon Boatyard sediment cleanup in 2008.

Task 2 – Meetings

Anchor will be required to attend a variety of planning meetings with the City to solidify these strategies and finalize construction. Anchor may be required to attend additional meetings with regulatory agencies to ensure timely permit issuance.

Task 6b – Sediment Permitting

Anchor has been working closely with regulatory agencies and City staff to ensure that the permits are received on schedule for construction in 2008. Anchor is committed to seeing this task through to completion, and our continued involvement will benefit the City in the

coming months. In the preparation of the permit documents, several out-of-scope activities were conducted to keep the process moving. These included:

- Joint Agency Meeting
- Additional meeting with National Marine Fisheries Service and Washington Department of Fish and Wildlife (WDFW) following the Joint Agency Meeting
- Section 106 cultural resources assessment coordination
- Coordination of creosote-treated bulkhead removal with the City and WDFW
- Pre-application meeting with City staff for State Environmental Policy Act (SEPA), Shoreline, and Floodplain permits
- Participation in a permit intake meeting with City staff for SEPA, Shoreline, and Floodplain permits
- Coordination with Department of Natural Resources on boundaries of the lease area
- Coordination with City on Eddon Boatyard National Pollutant Discharge Elimination System Permit
- Coordination with City for Certificate of Appropriateness

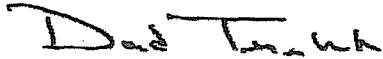
In the coming months, the permit coordinator's continued involvement in the tasks below will be required to complete the permitting process:

- Regular follow-up permit coordination with regulatory agency staff (as necessary)
- Request for extended work windows
- Inform the construction design document process to be consistent with permitting documents
- Attend meetings with City and regulatory agencies as necessary

If this Scope of Work meets the City's needs, we will assume that the City will prepare the necessary contract amendments. We propose to continue to perform these tasks on a time and material and not to exceed basis, as an amendment to our existing Consultant Services Agreement with the City dated December 13, 2004. If the project conditions change outside the assumptions discussed above, Anchor will work with the City to re-scope the necessary project elements.

Please feel free to contact me (206) 903-3312 or dtempleton@anchorenv.com if you have any questions or would like additional information on this Scope of Work.

Sincerely,



David Templeton, Partner
Anchor Environmental, L.L.C.

Attachments: Table 2 – Detailed Estimated Cost Summary

ACCEPTED BY:

David Templeton, Partner
Anchor Environmental, L.L.C.

Date

Name: _____ Date: _____

Title: _____

City of Gig Harbor

cc: Bud Whitaker, Inspectus, Inc.

Table 2

Table 2
Detailed Estimated Cost Summary

ANCHOR ENVIRONMENTAL, L.L.C.

2007 PROJECT COST ESTIMATING FORM

Proposal/Project Name:
07/30/07

Eddon Boatyard Sediment Cleanup
City of Gig Harbor

Number: 040289-02
Prepared by: David Templeton

Task 1 Project Management and Strategy Development
Task 2 Meetings
Task 6b Sediment Permitting

Labor Categories	Billing Rate	Task 1	Task 2	Task 6b	Total Hours	Total Dollars
Principal Engr/LA/Plan/Sci	\$ 180	102	48	16	166	\$ 29,880
Consulting Engr/LA/Plan/Sci	\$ 165	0	0	0	0	\$ -
Senior Engr/LA/Plan/Sci	\$ 145	0	0	0	0	\$ -
Engr/LA/Plan/Sci	\$ 125	0	0	24	24	\$ 3,000
Senior Staff Engr/LA/Plan/Sci	\$ 105	0	0	0	0	\$ -
Staff 2 Engr/LA/Plan/Sci	\$ 95	40	52	72	164	\$ 15,580
Staff 1 Engr/LA/Plan/Sci	\$ 85	0	0	0	0	\$ -
Senior Design/GIS/Dbase/IT	\$ 90	0	0	8	8	\$ 720
Design/GIS/Dbase/IT	\$ 80	0	0	0	0	\$ -
Project Assistant	\$ 70	40	17	24	81	\$ 5,670
Administrative	\$ 65	0	0	0	0	\$ -
Field Technician	\$ 65	0	0	0	0	\$ -
		0	0	0	0	\$ -
Total Hours		182	117	144	443	
Total Labor		\$ 24,960	\$ 14,770	\$ 15,120		\$ 54,850
Average Hourly Rate	\$ 124					
Subconsultants						
Hydro Surveyor		\$ -	\$ -	\$ -		\$ -
KPFF		\$ -	\$ -	\$ -		\$ -
Analytical Resources Inc.		\$ -	\$ -	\$ -		\$ -
List subconsultants here		\$ -	\$ -	\$ -		\$ -
List subconsultants here		\$ -	\$ -	\$ -		\$ -
List subconsultants here		\$ -	\$ -	\$ -		\$ -
Total Cost		\$ -	\$ -	\$ -		\$ -
Markup on Subs	10.0%	\$ -	\$ -	\$ -		\$ -
Reimbursables						
CAD/Computer (\$/hr)	\$10.00	\$ -	\$ -	\$ 80		\$ 80
Outside Expenses						
Mail/Fedex/Courier		\$ -	\$ -	\$ 250		\$ 250
Other expenses		\$ -	\$ -	\$ 500		\$ 500
Total Cost		\$ -	\$ -	\$ 830		\$ 830
Outside Exp Markup	10.0%	\$ -	\$ -	\$ 75		\$ 75
TOTAL COSTS		\$ 24,960	\$ 14,770	\$ 16,025		\$ 55,755



**Business of the City Council
City of Gig Harbor, WA**

Subject:
Permit Coordinator pay scale offer above mid-range.

Proposed Council Action:
Approve offer of beginning pay above mid range for position.

Dept. Origin: Building/Fire Safety

Prepared by: Dick Bower

For Agenda of: Sept. 10, 2007

Exhibits:

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RBK 9/6/07

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: DB

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

In early August, after approval by the Council, the position of Permit Coordinator was advertised by internal posting. Patty McGallian, the existing Community Development Asst. for Building and Fire Safety was selected for the position. Patty's experience with the City and our permit processes, and her knowledge of the Interlocking permit tracking system used by the Community Development department, makes her highly qualified for this important position. On August 14th an offer was extended to Patty with a starting pay rate of \$4,324.00 which is a 5% increase above her current salary, and is above the mid-range established for the position. In accordance with the City's personnel regulations, the Council must approve all offers with a starting pay above the mid range. This action will approve the offer and enable us to bring Patty on in the Permit Coordinator position.

FISCAL CONSIDERATION

Approval of his offer will increase the amount paid to the incumbent of the permit coordinator position for a limited period of time given the top of the scale for the position.

BOARD OR COMMITTEE RECOMMENDATION

No board or committee action has been taken regarding this action.

RECOMMENDATION / MOTION

Move to:

Approve the offer to Patty McGallian for the permit coordinator position as presented in excess of the mid-range of the position.



Business of the City Council
City of Gig Harbor, WA

Subject: Peninsula Historical Society Easement Agreement

Proposed Council Action: Authorize the Mayor on behalf of Council to execute a Storm Water Maintenance and Easement Agreement.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E. City Engineer

For Agenda of: September 10, 2007

Exhibits: Storm Water Maintenance and Easement Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RYK 9/7/07

Approved as to form by City Atty:

Approved by Finance Director: [Signature] 9/8/07

Approved by Department Head: [Signature] 9/7/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final 0. Values are 0, 0, 0, 0.

INFORMATION / BACKGROUND

The Harbor History Museum has proposed to construct a portion of the on site storm drainage system under a building on their property to avoid a substantial probable impact to the construction schedule. As a condition of approval, staff recommends that the attached Storm Water Maintenance and Easement Agreement be executed to formalize the responsibility for repair and maintenance of the storm drainage system. The museum will be responsible for the maintenance and repairs and has granted the City access to the property and an easement for the storm drain. The agreement also holds the City harmless for any flooding or failure of the proposed storm drainage system and for any destruction to the on-site buildings.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute a Storm Water Maintenance and Easement Agreement.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Storm Water Maintenance and Easement Agreement _____

Grantor(s) (Last name first, then first name and initials)

Gig Harbor Peninsula Historical Society _____

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor _____

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Lot 2, Section 6, Township 21 North, Range 2 East _____

Assessor's Property Tax Parcel or Account Number:

0221064001, 0221064069, 0221064118, 0221060012, 0221064054, 0221064137 _____

Reference Number(s) of Documents assigned or released: _____

STORM WATER MAINTENANCE and EASEMENT AGREEMENT

This Storm Water Maintenance and Easement Agreement is made this ____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **Gig Harbor Peninsula Historical Society** a non-profit Corporation organized under the laws of the State of Washington, whose mailing address is P.O. Box 744, Gig Harbor, WA 98335 (thereinafter "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Harbor History Museum, located at 4121 Harborview Drive, Gig Harbor, WA (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of AHBL, Inc. on September 6, 2007 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance and Easement Agreement, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans, and;

WHEREAS, the Owners have proposed to construct a portion of the on site storm drainage system under a building on the Owner's property to avoid a substantial probable impact to the Owner's construction schedule, and;

WHEREAS, as a condition of City acceptance of the proposal to construct a portion of the site storm drainage system under the building, Owners have agreed to provide the City with adequate access to the underground portion of the storm drainage system, and to indemnify and hold the City harmless for any damages relating to the Owner's decision to construct this portion of the system underground, including but not limited to damages to the Owner's building; and

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

T E R M S

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. It is the Owner's choice to construct the portion of the drainage system under a building under the terms and conditions herein. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. Easement for Access, Repair, Maintenance and Operation of Storm Drainage System. The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the entire Property, as the Property is described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. In addition, the Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the area which is legally described in **Exhibit C**, (the portion of the drainage facility located under the structure), attached hereto and incorporated herein by this reference. Both Easements are granted to the City for the purpose of providing the City with ingress and egress in order to access the drainage system on the Property and under the building for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations.

Section 3. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the drainage system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 4. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages. Owner specifically acknowledges that construction of a portion of the storm drainage line underneath the building may increase the cost of inspection, repairs and maintenance of the system, and that the Owner is required to reimburse the City for all such costs for the City's activities as described in this Agreement.

Section 5. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the City Engineer prior to performing repairs or maintenance to the drainage system.

Section 6. Conveyances. In the event the Owner shall convey its substantial beneficial or fee interest in the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

Section 7. Indemnification of City.

A. The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, or suits, damages, including legal costs or attorneys' fees, or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the drainage system as installed by the Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

B. In addition to the above, the Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses or suits, damages, including legal costs or attorneys' fees, or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from the Owner's construction of a portion of the storm drainage line underneath a building on the Owner's property. This section shall include, but not be limited to failure, flooding or collapse of any portion of the storm drainage system, and shall also apply to any injuries and/or damages to Owner, its officers, employees, agents and invitees, as well as the Owner's real or personal property, and the personal property of any third parties.

C. This Section shall not apply to injuries and/or damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Owner(s) and the City, its officers, officials, employees, agents and volunteers, the Owner's liability hereunder shall be only to the extent of the Owner's negligence.

D. The City's inspection or acceptance of the installation of or any work performed on the storm water drainage system when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE OWNER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE OWNER'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE OWNER'S EMPLOYEES DIRECTLY AGAINST THE OWNER.

Section 8. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 9. Terms Run with the Property. The terms of this Maintenance and Easement Agreement are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 10. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To the Owner:
Jennifer Kilmer
Gig Harbor Peninsula Historical Society
P.O. Box 744
Gig Harbor, WA 98335

Section 11. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 12. Waiver. 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.

Section 13. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance and Easement Agreement shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance and Easement Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.


Section 14. Integration. The parties agree that this Agreement is the embodiment of all of their understandings relating to the subject matter hereof, and that there are no other verbal or written agreements that modify this agreement.

IN WITNESS WHEREOF, the parties have caused this Stormwater Maintenance and Easement Agreement to be executed this _____ day of _____, 200__.

THE CITY OF GIG HARBOR

OWNER

By: _____
Its Mayor

By: 
Print Name: Jennifer Kilmer
Title: Executive Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

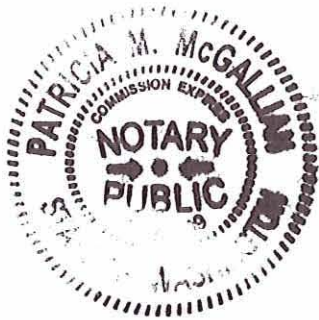
City Attorney

NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

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

DATED: 9-7-2007



Patricia M. McGallan
Notary Public in and for the
State of Washington,
Title: Community Development Assistant
My appointment expires: ~~9-7-2007~~
1-22-2009

CITY OF GIG HARBOR NOTARY BLOCK

STATE OF WASHINGTON)

) ss.

COUNTY OF P I E R C E)

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

DATED: _____

Notary Public in and for the
State of Washington,
Title: _____
My appointment expires: _____

**EXHIBIT A-1
PROPERTY LEGAL DESCRIPTION**

Harbor History Museum, 4121 Harborview Drive, Gig Harbor, WA 98335

Project

Harbor History Museum

4121 Harborview Drive, Gig Harbor, WA 98335

Parcel Number's: 0221064001, 0221064069, 0221064118, 41902000012,
0221064054, 0221064137.

PARCEL A:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED TRACT, LYING EASTERLY OF THE BURNHAM-HUNT COUNTY ROAD, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH 250 FEET MORE OR LESS TO THE CENTER OF A SMALL CREEK; THENCE NORTHEASTERLY ALONG CENTER OF SAID CREEK TO A POINT THAT IS 417 FEET EAST OF THE WEST LINE OF SAID LOT 2; THENCE NORTH 130 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 2; THENCE WEST ALONG NORTH LINE OF SAID LOT, 417 FEET TO THE PLACE OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED HARBORVIEW AVENUE NORTH (BURNHAM STREET) ADJOINING, WHICH UPON VACATION, ATTACHED TO SAID PROPERTY BY OPERATION OF LAW.

PARCEL B:

BEGINNING AT NORTHWEST CORNER OF LOT 2, SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON; THENCE RUNNING NORTH 89°08' EAST ON NORTH SAID LOT, 417 FEET; THENCE SOUTH PARALLEL TO WEST LINE OF SAID LOT, 405.15 FEET TO NORTHEASTERLY LINE OF STATE HIGHWAY NO. 14; THENCE NORTH 46°41'20" WEST OF SAID NORTHEASTERLY LINE 68.70 FEET; THENCE NORTH PARALLEL TO WEST LINE OF SAID LOT AND ON WEST LINE OF LAND OF C.O. AUSTIN, 144.45 FEET TO TRUE POINT OF BEGINNING, THENCE SOUTH 45°10' WEST 55.09 FEET; THENCE NORTH 46°41'20" WEST 83.97 FEET; THENCE SOUTH 80°18'40" WEST 36 FEET, MORE OR LESS, TO COUNTY ROAD; THENCE ON A CURVE TO THE RIGHT RADIUS 208.75 FEET, NORTHERLY ALONG EASTERLY LINE OF SAID ROAD 43 FEET, MORE OR LESS, TO CENTER LINE OF SMALL CREEK; THENCE EASTERLY ON SAID CENTER LINE 145 FEET, MORE OR LESS, TO A POINT NORTH OF TRUE PLACE OF BEGINNING; THENCE SOUTH PARALLEL TO WEST LINE OF SAID LOT 97.92 FEET, MORE OR LESS, TO TRUE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED HARBORVIEW AVENUE NORTH (BURNHAM STREET) ADJOINING, WHICH UPON VACATION, ATTACHED TO SAID PROPERTY BY OPERATION OF LAW.

PARCEL C:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF W.M.; THENCE NORTH 87°08'12" EAST ALONG THE NORTH LINE OF SAID LOT 417 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 87°08'12" EAST ALONG THE NORTH LINE OF SAID LOT 138.59 FEET; THENCE SOUTH 0°38' EAST 20.13 FEET TO AN ANGLE POINT IN THE GOVERNMENT MEANDER LINE; THENCE SOUTH 15°05'25" WEST 475 FEET, MORE OR LESS, ALONG THE GOVERNMENT MEANDER LINE AND ALONG THE SEGMENT OF SAID MEANDER LINE EXTENDED TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 14; THENCE NORTHWESTERLY FOLLOWING SAID RIGHT OF WAY LINE TO A POINT NORTH 87°08'12" EAST 367 FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH PARALLEL TO SAID WEST LINE OF LOT 225 FEET, MORE OR LESS, TO CENTER OF CREEK, BEING THE CREEK REFERRED TO IN CONTRACT BETWEEN J.M. GALBRAITH COMPANY AND ERVIN S. CRAIG AND WIFE, RECORDED NOVEMBER 25, 1959 UNDER RECORDING NO. 1873550, RECORDS OF SAID COUNTY; THENCE NORTH 74°30' EAST (APPROXIMATE COURSE) 51.88 FEET ALONG CENTER OF CREEK TO A POINT NORTH 87°08'12" EAST 417 FEET FROM THE WEST LINE OF SAID LOT; THENCE NORTH PARALLEL TO SAID WEST LINE OF LOT 130 FEET TO THE POINT OF BEGINNING, AND INCLUDING ANY SECOND CLASS TIDELANDS LYING WITHIN THE BOUNDARIES ABOVE DESCRIBED.

EXCEPT THEREFROM THAT PORTION CONVEYED TO HOWARD AUSTIN AND RUTH AUSTIN, HUSBAND AND WIFE, BY DEED RECORDED MARCH 7, 1968 UNDER RECORDING NO. 2229592, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON (SAID N.W. CORNER BEING TOWN OF GIG HARBOR UNRECORDED MONUMENT #112 STAMPED #112 AND 1/16); THENCE ALONG SAID LOT LINE, NORTH 87°08'12" EAST 470.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LOT LINE, NORTH 87°08'12" EAST 84.79 FEET; THENCE SOUTH 0°06'55" WEST 19.88 FEET TO ANGLE POINT OF BALANCED MERIDIAN LINE; THENCE ALONG SAID MEANDER LINE SOUTH 15°05'43" WEST 6.85 FEET; THENCE SOUTH 86°22'39" WEST 39.25 FEET; THENCE NORTH 65°49'05" WEST 27.85 FEET; THENCE NORTHWESTERLY TO THE TRUE POINT OF BEGINNING.

EXHIBIT A-2 PROPERTY LEGAL DESCRIPTION

PARCEL D:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE RUNNING NORTH 89°08' EAST ON THE NORTH LINE OF SAID LOT, 417 FEET; THENCE SOUTH PARALLEL TO WEST LINE OF SAID LOT 405.15 FEET TO THE NORTHEASTERLY LINE OF FORMER STATE HIGHWAY NO. 14, NOW HARBORVIEW AVENUE WEST; THENCE NORTH 46°41'20" WEST ON SAID NORTHEASTERLY LINE 68.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54.84 FEET; THENCE SOUTH 46°01' WEST 39.89 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF SAID HARBORVIEW AVENUE WEST; THENCE SOUTH 46°41'20" EAST 39.50 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL E:

ALL THAT PORTION OF PROPERTY DESCRIBED IN DEED RECORDED UNDER RECORDING NO. 1670316, IN PIERCE COUNTY, WASHINGTON, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED PROPERTY PARTITION LINE:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE ALONG WEST LINE OF SAID LOT 2, SOUTH 0°20'26" EAST 504.42 FEET; THENCE PARALLEL TO THE NORTH LINE OF SAID LOT 2, NORTH 87°08'12" EAST 417.00 FEET; THENCE NORTH 47°24'30" WEST 68.29 FEET TO A POINT ON THE CENTER LINE OF HARBORVIEW AVENUE WEST (A MONUMENTED STREET IN THE TOWN OF GIG HARBOR, WASH.); THENCE NORTH 0°20'26" WEST 68.29 FEET TO THE NORTHEASTERLY LINE OF SAID HARBORVIEW AVENUE WEST; THENCE CONTINUING NORTH 0°20'26" WEST 115.60 FEET TO THE TRUE POINT OF BEGINNING OF ABOVE SAID PROPERTY PARTITION LINE; THENCE ALONG PROPERTY PARTITION LINE NORTH 46°59'56" WEST TO THE NORTHWESTERLY LINE OF SAID PROPERTY DESCRIBED IN SAID DEED RECORDED UNDER RECORDING NO. 1670316.

PARCEL F:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON (SAID NORTHWEST CORNER BEING TOWN OF GIG HARBOR, UNRECORDED MONUMENT #112-STAMPED #112 AND 1/16); THENCE NORTH 87°08'12" EAST ALONG THE NORTH LINE OF LOT 2, 309.23 FEET TO TRUE POINT OF BEGINNING ON SOUTHERLY RIGHT-OF-WAY LINE OF HARBORVIEW AVENUE NORTH; THENCE, ON LOT LINE, NORTH 87°08'12" EAST 161.57 FEET; THENCE NORTH 69°37'35" WEST 30.48 FEET; THENCE NORTH 75°08'18" WEST 27.96 FEET; THENCE NORTH 64°35' WEST 68.71 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HARBORVIEW AVENUE NORTH; THENCE ON SAID RIGHT-OF-WAY LINE SOUTHWESTERLY TO TRUE POINT OF BEGINNING, THE ABOVE BEING PORTION OF LOT 7, BLOCK 1, EXTENSION OF THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, ACCORDING TO PLAT RECORDED IN VOLUME 6 OF PLATS AT PAGE 74, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE TOWN OF GIG HARBOR BY INSTRUMENT RECORDED UNDER RECORDING NO. 1520257.

EXHIBIT B-1 DRAINAGE SYSTEM DRAWING

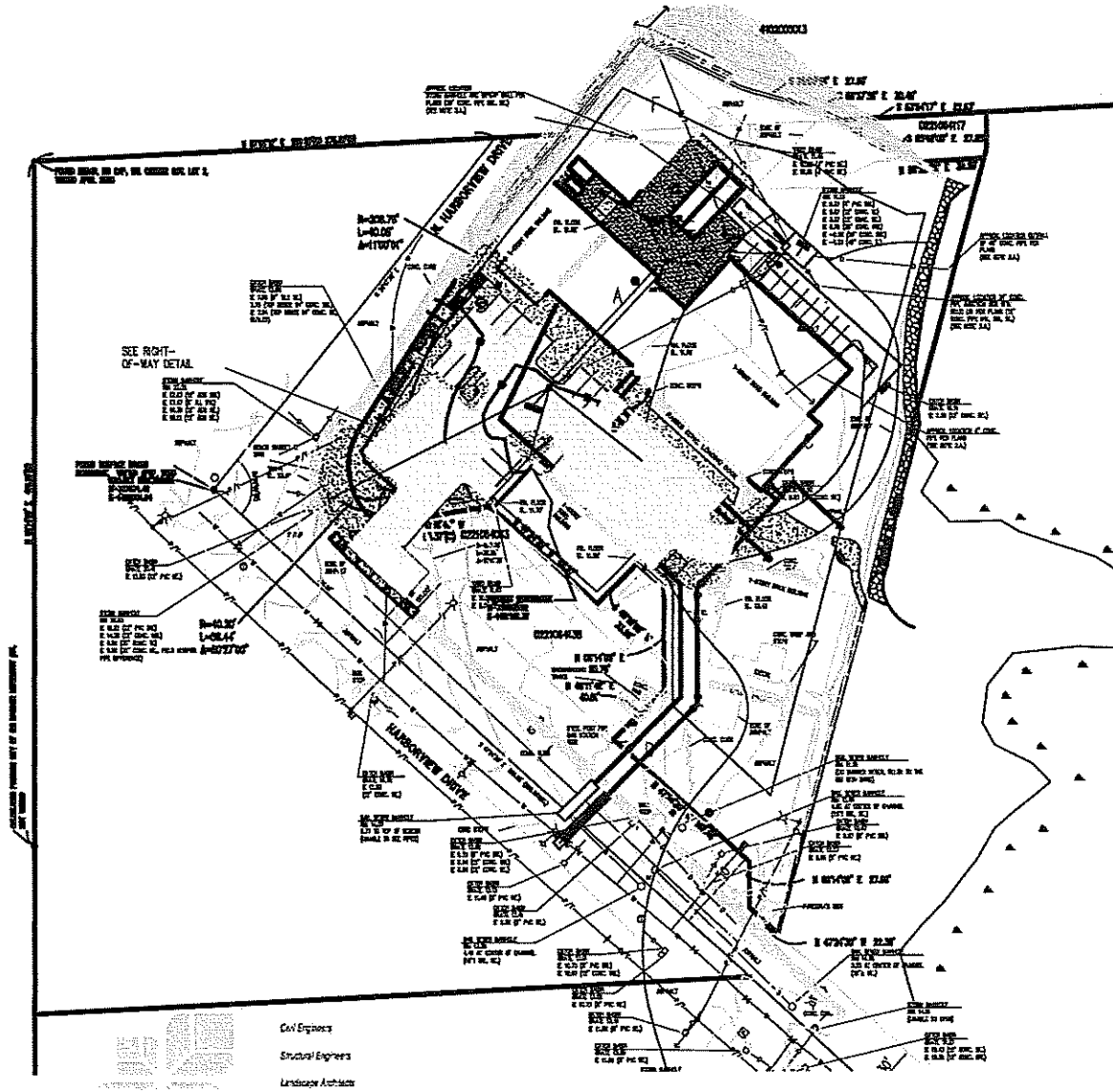
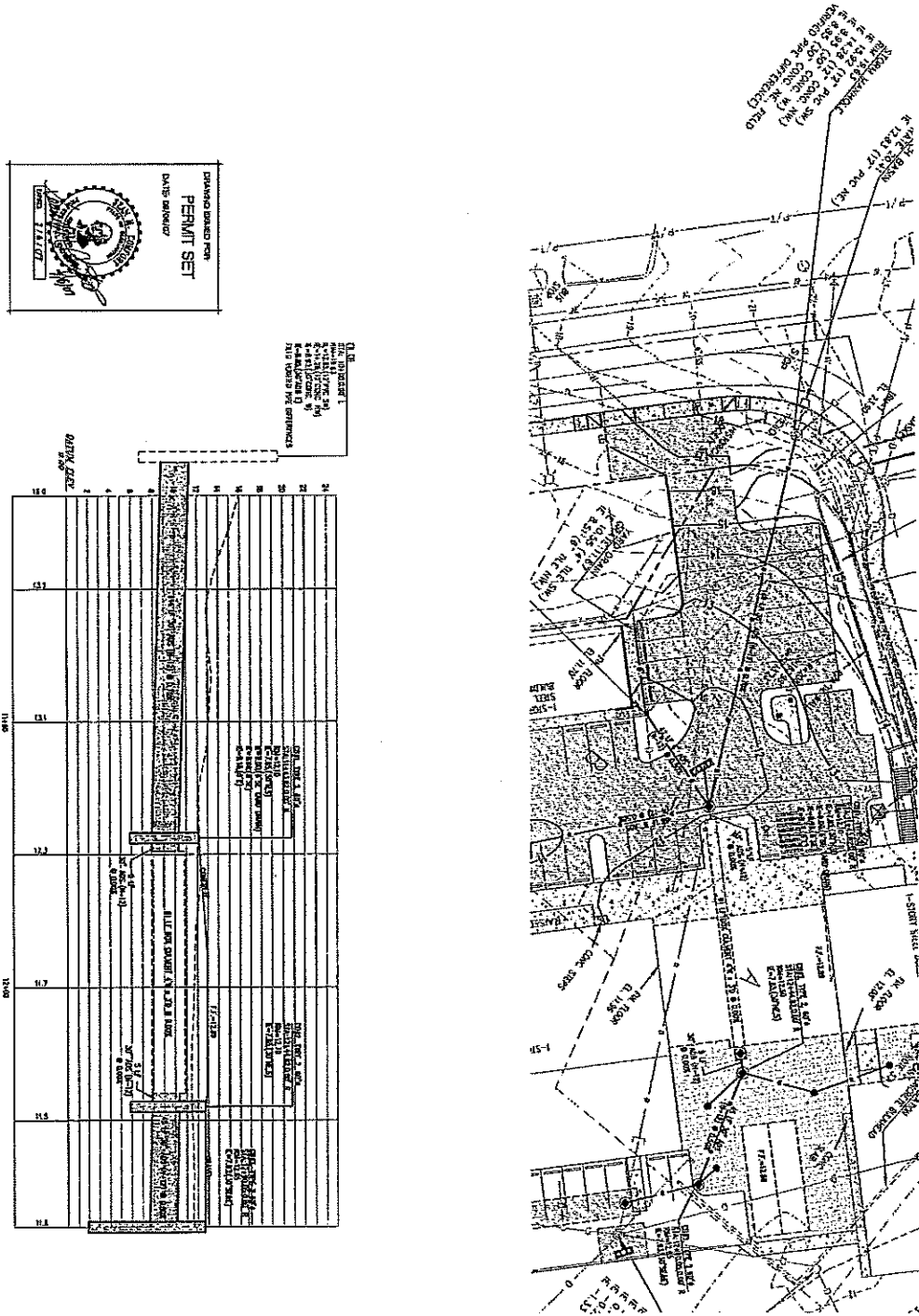


EXHIBIT B-2 DRAINAGE SYSTEM DRAWING

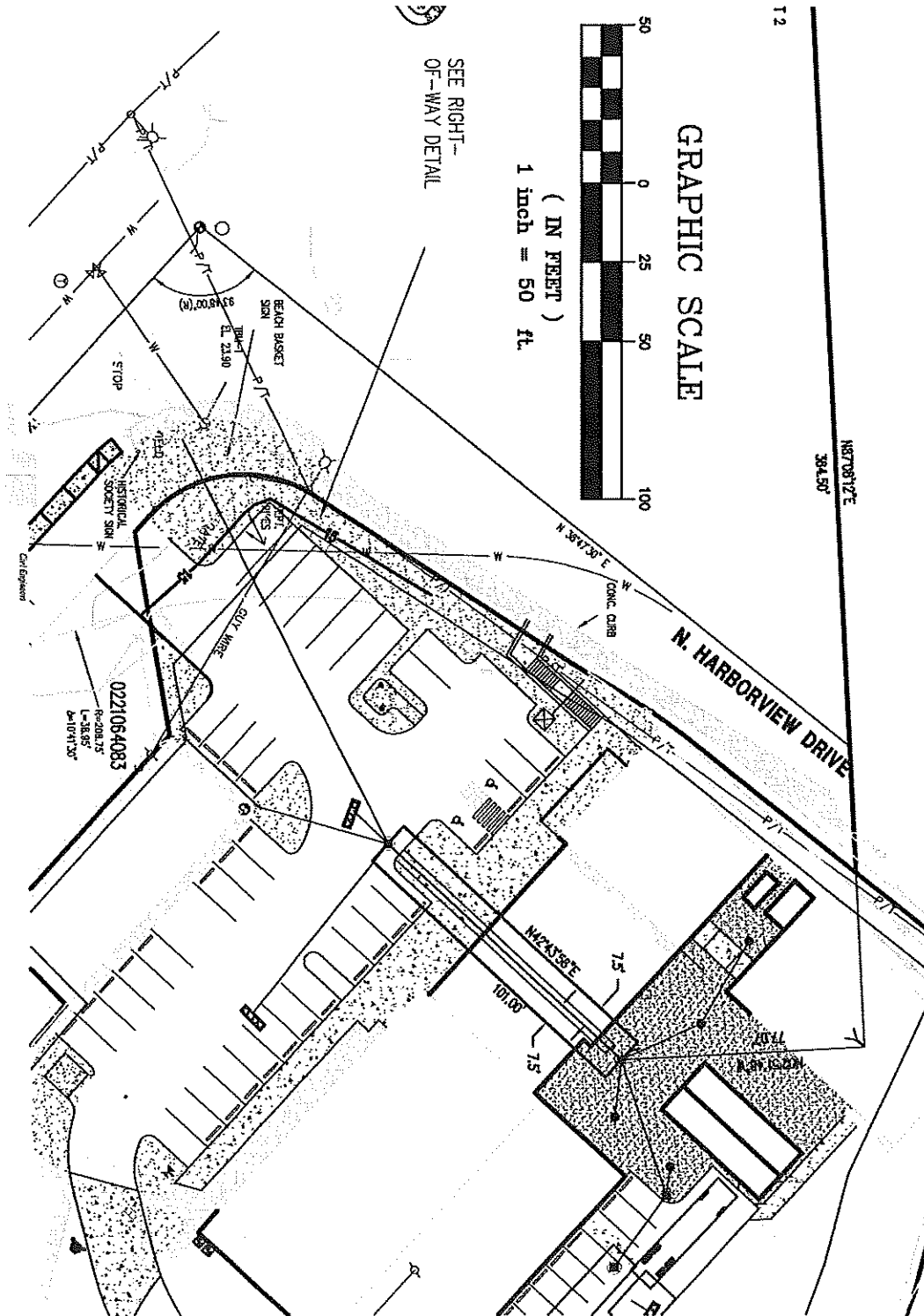


**EXHIBIT C-1
DRAINAGE EASEMENT LEGAL DESCRIPTION**

THAT PORTION OF GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, LYING WITHIN THE LIMITS OF A STRIP OF LAND 15.00 FEET WIDE AND HAVING 7.50 FEET OF SUCH WIDTH TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE NORTH 87°08'12" EAST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 364.50 FEET; THENCE SOUTH 02°51'48" EAST A DISTANCE OF 77.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 42°43'56" WEST A DISTANCE OF 101.00 FEET TO THE END OF THIS CENTERLINE DESCRIPTION.

EXHIBIT C-2 DRAINAGE EASEMENT DRAWING



T 2



NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 8/09/07

UBI: 601-024-674-001-0051

License: 402117 -1U County: 27
Tradename: COSTCO WHOLESale #624
Loc Addr: 10990 HARBOR HILL DR
GIG HARBOR WA 98335
Mail Addr: 999 LAKE DR
ISSAQUAH WA 98027
Phone No.: 425-727-7582 LAURIE CRUZ

APPLICANTS:
COSTCO WHOLESale CORPORATION
SINEGAL, JAMES DENNIS 1936-01-01
OLIN, RICHARD JAMES 1951-09-11
BENOLIEL, JOEL 1945-06-11
KAPLAN, HAROLD E 1947-01-18
TSUBOI, GAIL ELLEN 1959-01-07

Privileges Applied For:
DIRECT SHIPMENT RECEIVER-IN/OUT WA
GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 8/29/07



UBI: 604-000-000-000-0044

License: 402207 - 6A County: 27
Tradename: GIG HARBOR FARMERS MARKET
Loc Addr: 3207 HARBORVIEW DR
GIG HARBOR

APPLICANTS:
GIG HARBOR FARMERS MARKET

WA 98335-2125

Mail Addr: PO BOX 1142
GIG HARBOR

WA 98335-3142

Phone No.: 253-884-9672 STEVEN WHITE

Privileges Applied For:
FARMERS MARKET FOR BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

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

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



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Amending Historical Names List to include Crescent Cove and Authorizing the naming of Crescent Cove Place

Proposed Council Action: Approve the proposed Resolution amending the Historical Names List to include Crescent Cove and Approve the name Crescent Cove Place for the road serving the Crescent Cove project, a 4-lot, single family development.

Dept. Origin: Building/Fire Safety

Prepared by: Dick Bower 
Building Official/Fire Marshal

For Agenda of: September 10, 2007

Exhibits: Resolution, Letter from applicant dated 7/29/2007, Site plan of development Letters of support from Historical Society and abutting property owners
Initial & Date

Concurred by Mayor:

Approved by City Administrator: 
Approved as to form by City Atty: 
Approved by Finance Director: 
Approved by Department Head: 

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

GHMC 12.12.030 provides for council approval of all proposed street names within the City limits. Section K states "All proposed names within the "historical name area" as designated on the official map shall come from a list submitted by the Gig Harbor Historical Society or from other lists as approved by the Gig Harbor city council." Section E further states that the designation of "Place" shall be used for "permanently closed avenues which run northerly-southerly".

A request has been made to add the name "Crescent Cove" to the historical names list. The applicant has demonstrated the historical nature of the name "Crescent Cove" for the area of the outlet of Crescent Creek to Gig Harbor bay, to the satisfaction of the Historical Society, which is submitting the name for addition to the list.

The applicant is also requesting approval of the designation of Crescent Cove Place to the newly created street serving the Crescent Cove project located at approximately 3414 Vernhardson between Wheeler Avenue and North Harborview Drive, and located within the historical names area.

With the addition of Crescent Cove to the historical names list, the name qualifies for use on this project as proposed. The north-south running road which terminates at a waterfront parcel is not capable of connection to any other street on the southern end and is therefore permanently closed resulting in the Place designation.

FISCAL CONSIDERATION

No fiscal note is attached to this action.

BOARD OR COMMITTEE RECOMMENDATION

The GH Historical Society has recommended addition Crescent Cove to the historical names list. No other board/committee review has been provided.

RECOMMENDATION / MOTION

- 1) Approve the proposed Resolution amending the Historical Names List to include Crescent Cove, and
- 2) Approve the name "Crescent Cove Place" for the road serving the Crescent Cove project, a 4-lot, single family development.

**CITY OF GIG HARBOR
RESOLUTION NO. xxx**

**A RESOLUTION ADDING CRESCENT COVE TO THE
LIST OF HISTORICAL STREET NAMES.**

WHEREAS, the City of Gig Harbor has an approved list of street names to be applied within the "historical name area"; and

WHEREAS, the Gig Harbor Municipal Code provides for the addition of names to the list of street names for the "historical name area" by City Council (GHMC Section 12.12.030 K.); and

WHEREAS, the City Council is desirous of adding "Crescent Cove" as it is consistent with the nature and naming of other properties and bodies of water in the area of Crescent Creek and Crescent Cove;

NOW THEREFORE BE IT RESOLVED:

The Gig Harbor City Council hereby adds the name "Crescent Cove" to the list of approved street names to be utilized in the "historical name area."

RESOLVED by the City Council this ____th day of September, 2007.

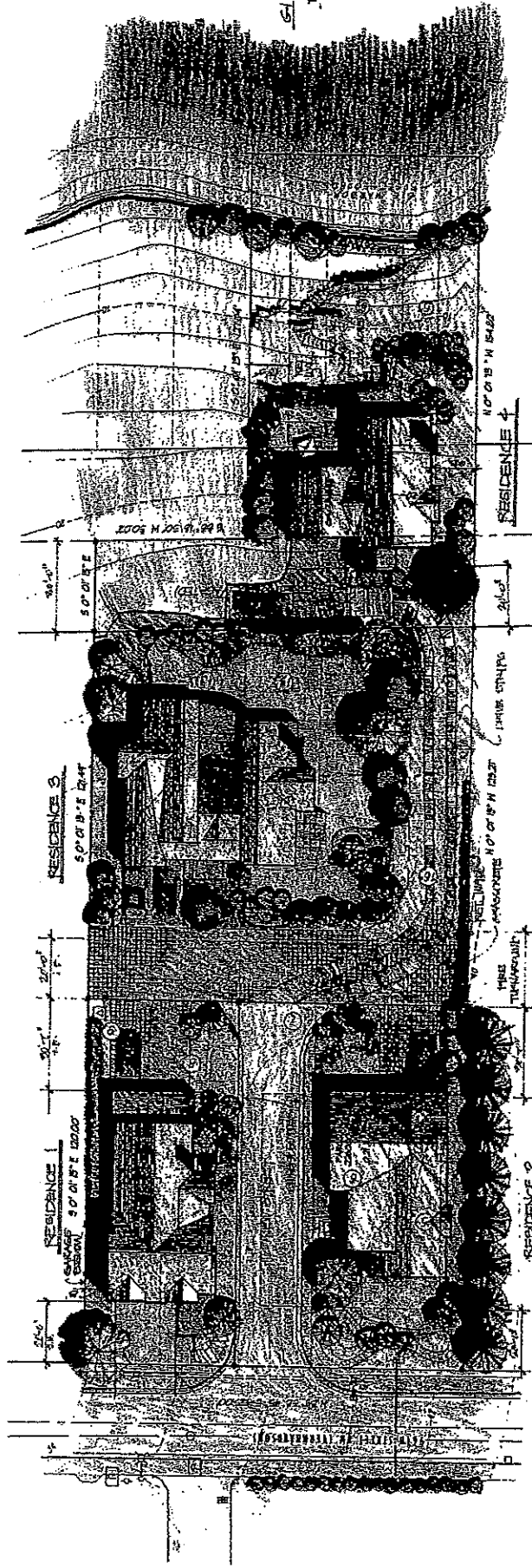
APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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



SIG
HARBOR



DRAGER GOULD
ARCHITECTS, INC.

SITE PLAN

1" = 40'-0"

CRESCENT COVE

(PRELIMINARY)

Vintage Custom Homes, Inc.

Recognized For Quality Since 1972

Post Office Box 362
Gig Harbor, Washington 98335
(253) 851-7919
Fax (253) 853-5400

July 29, 2007

Gig Harbor City Council
3510 Grandview Street
Gig Harbor, WA 98335

RE: Street names in "historical name area"

Dear members of the Council,

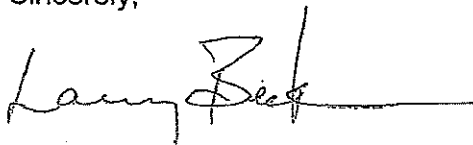
I am developing a four house neighborhood on the south side of the 3400 block of Vernhardson here in the City. In order to solve access problems to two interior lots that were landlocked by the vacation of Rust Street prior to my purchase of the property, the Planning Department required a 120 foot long 'private street' running south off Vernhardson. This required private street was subsequently varianced down in width from the required 34' to 25' in width. This is not a dedicated City Street but simply an easement over one of the building sites. A plot plan for the neighborhood is attached.

I've been informed of the Resolution Prioritizing the List of Historical Street Names and also that my property is within the 'historical name area' affected by this resolution, now codified in GHMC 12.12.030(K). I am respectfully requesting the consideration and approval of 'Crescent Cove Lane' for the name of this short street. While not among the names put forth by the Historical Society, the name is indigenous to this small area of our City where Crescent Creek flows into Gig Harbor Bay and where the waterfront neighbors have enjoyed the beauty of 'Crescent Cove' for longer than most people can remember. Among the names on the Priority List, there doesn't seem to be any family directly connected to this small area.

The good folks behind the counter explain that, lacking a formal appeal process in GHMC 12.12.30(K), my relief is to appeal directly to the Council. My best historical argument for 'Crescent Cove Lane' is that the names Crescent Creek and Crescent Cove predate most City street names.

Thank you for your consideration. In the event this request can not be accommodated the name on the Priority List with the closest association to the Crescent Cove area is probably Young. I would present that as my distant second choice.

Sincerely,



Larry Beck
Vintage Custom Homes, Inc.



HARBOR HISTORY MUSEUM

A NEW PLACE IN TIME

August 31, 2007

To: Gig Harbor City Council

From: Gig Harbor Peninsula Historical Society

Re: Request to include "Crescent Cove" on historic street name list

Dear Council Members,

The society has been asked to forward a recommendation to the council to include "Crescent Cove" on the historic street naming list. Through our normal process, we requested that information relating to the history of the area in question be submitted in writing to the society. We received several letters from residents who currently reside, or have resided, at the north end of the bay near Crescent Creek.

The information contained in the letters acknowledges that this part of the bay has been called "Crescent Cove" by the area residents dating back at least to the 1940s. We've included copies of the letters relevant to establishing a timeframe of the name's use.

Considering the long-time association of the name with the cove's surrounding residents, the historical society recommends that the city council add "Crescent Cove" to the historic street name list.

Sincerely,

Victoria Blackwell
Curator, Exhibits & Collections

PO BOX 744

GIG HARBOR WA 98335

TELEPHONE: 253.858.6722

WEB: www.gigharbormuseum.org

9409 N. Harborview Dr.
Gig Harbor, WA 98332
August 29, 2007

Victoria Blackwell
Gig Harbor Historical Society and Museum
4218 Harborview Drive
Gig Harbor, WA 98335
August 28, 2007

Dear Ms. Blackwell,

My wife and I have lived by the cove near Crescent Creek for 35 years. Our property is located at the southwest corner of Mr. Larry Beck's property. I would like to voice my support for the name "Crescent Cove" to be added to the historical names list for Gig Harbor. The name Crescent Cove is not only consistent with its location, but it is the name that has been used when describing where we live.

In addition to making good sense historically, the name Crescent Cove Lane will aid emergency vehicles to respond quickly without confusion of location.

Please feel free to contact me if you have any questions.

Sincerely,



Doug Sorensen
253-858-2993

August 28, 2007

Victoria Blackwell
Gig Harbor Historical Society and Museum
4218 Harborview Drive
Gigi Harbor, WA 98335

Dear Mr. Blackwell,

It has come to my attention that there is a question as to how the neighborhood refers to the cove at the head of the harbor off Randall Drive, Wheeler and 96th. I have lived on this cove for the last 16 years and it has always been called Crescent Cove by those of us who boarder it.

I live at 9512 Randall Drive NW and ,also, own 9508 Wheeler. Both of these properties are on Crescent Cove and the mouth of Crescent Creek emptying into Gig Harbor Bay. My Wheeler property borders the old Crescent St. that is now, part of the tidelands. Considering that Mr. Beck's new road will run perpendicular to the old Crescent Street and parallel to Crescent Cove, it is very fitting to call his new driveway Crescent Cove Lane.

If there is anything I can do to provide support for Mr. Beck on this matter, please let me know.

Regards,

Maureen Barta
253-381-4480
9512 Randall Dr NW
Gig Harbor, WA 98332

August 27, 2007

To: Vicky Blackwell and the Gig Harbor Historical Society & Museum

Reason: Crescent Valley Cove

Dear Vicky,

I have been a resident of Gig Harbor for over 45 years and presently live on Randall Drive on the Cove at the end of the Harbor. I hope you will consider naming the new street "Crescent Cove Lane" as it is a perfect name for its location.

Sincerely

A handwritten signature in cursive script that reads "Shirley Gadbow". The signature is written in black ink and includes a long horizontal flourish at the end.

Shirley Gadbow
9312 Randall Dr NW
Gig Harbor Wa 98332

Gig Harbor Historical Society

Aug 28, 2007

Virginia Blackwell

P.O. Box 744

Gig Harbor, Washington

Dear Ms Blackwell,

As former owners of the property in Gig Harbor, which was purchased last year by Vintage Homes, I would like to point out that the area just at the mouth of Crescent Creek has always been referred to as Crescent Cove. Our family purchased that property 60 years ago, in 1947. My husband, Tom, was eleven years old then and has many fond memories of great times spent around Crescent Cove, playing on the log booms, even being paid, as a young boy, to row out and retrieve logs that 'escaped' and tow them back to the Cove. I lived there for 35 years.

We are now in our early 70's and it would be so fitting and logical to use the name Crescent Cove for the street Mr. Beck is building his home on. The other names he said have been suggested, have no meaning to anyone in the area and to our knowledge no connection to that area. We have never heard of them in any sense. Crescent Cove would

be far more significant to the area and certainly to the long time residents who have always recognized and used the name Crescent Cove. It is a beautiful name for what we know will be a wonderful addition to that area by Vintage Homes.

We will always love and miss Gig Harbor. It was a pleasure to live there for so long.

Sam and Dinae Crighton

Sam Crighton
8650 Phillips Rd. S.E.
Fort Orchard, Va 98367



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance - Transfer of Right-of-Way from Pierce County

Proposed Council Action: Approve the Ordinance as presented at the second reading.

Dept. Origin: Community Development

Prepared by: Stephen Misiurak, PE City Engineer

For Agenda of: September 10, 2007

Exhibits: Ordinance, legal descriptions, Pierce County Agreement to adjust municipal boundaries

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 9/4/07

Approved as to form by City Atty: [Signature] 9/3/07

Approved by Finance Director: [Signature] 9/5/07

Approved by Department Head: [Signature] 9/4/07

Table with 3 columns: Expenditure Required: \$0, Amount Budgeted: \$0, Appropriation Required: \$0

INFORMATION / BACKGROUND

The roundabout construction projects for the intersections of Peacock Hill Avenue/Borgen Boulevard and Point Fosdick Drive/36th Avenue required transfer of right-of-way from Pierce County to the City. These boundary adjustments have been agreed upon by both agencies. This Ordinance approves these boundary changes and is necessary for the final approval of the 'Agreement by and Between the City of Gig Harbor and Pierce County to Adjust Municipal Boundaries.' Pierce County recently passed their necessary Resolution to adopt this agreement on August 7, 2007.

The City Attorney has reviewed and approved this agreement.

FISCAL CONSIDERATION

No fees for this agreement will be expended.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approve of the Ordinance as presented at the second reading.



POINT FOSDICK AND 36TH
ROUNDBOUT LOCATION MAP

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S CORPORATE LIMITS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PIERCE COUNTY FOR THE APPROVAL OF THE TRANSFER OF RIGHT-OF-WAY FROM PIERCE COUNTY FOR THE INTERSECTIONS OF PEACOCK HILL AVENUE AND BORGEN BOULEVARD AND THE INTERSECTIONS OF POINT FOSDICK DRIVE AND 36TH AVENUE, TO THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, revisions of corporate boundaries are authorized by RCW 35A.21.210 and become effective when approved by an ordinance of the City, and by ordinance or resolution of the legislative authority of Pierce County; and

WHEREAS, Pierce County has agreed to share in the local match portion of the state-funded projects to improve the streets to City standards:

The intersections of Peacock Hill Avenue and Borgen Boulevard
The intersections of Point Fosdick Drive and 36th Avenue

WHEREAS, Pierce County will transfer its portion of the right-of-way to the City so that the entire right-of-way for all two intersections will be within the City limits; and

WHEREAS, this transfer is consistent with the policy of the boundary review board that City limits not bisect rights-of-way, and will simplify the budget of the Public Works Department, and

WHEREAS, the City's SEPA Responsible Official determined that adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an Ordinance related to procedures only; Now, Therefore,

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

Section 1. That the revision of the corporate boundaries to fully include right-of-way for the following streets is hereby approved:

The intersections of Peacock Hill Avenue and Borgen Boulevard
The intersections of Point Fosdick Drive and 36th Avenue

Section 2. That the proper officers of the City are hereby authorized to execute an agreement with Pierce County regarding the improvement and transfer of right-of-way for the streets above-named, for the purpose set forth above, which agreements shall be substantially in the form of the proposed agreements on file in the office of the City Clerk.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 200_.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

**AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND PIERCE COUNTY
TO ADJUST MUNICIPAL BOUNDARIES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Pierce County, a political subdivision of the State of Washington, hereinafter the "County," for the adjustment of the joint municipal boundaries to move the boundaries from certain roadway centerlines to the edges of the rights-of-way.

DRAFT

WITNESSETH: That,

WHEREAS, RCW 35A.21.210 provides in part that the governing bodies of a County and a code City located therein may by agreement revise any part of the corporate boundary of the City which coincides with the centerline of a road by substituting therefore a right-of-way line of the same road so as fully to include that road segment in the corporate limits of the City; and

WHEREAS, the west leg of 36th Street NW and the south leg of Point Fosdick Drive NW intersection are located in the County, and the east leg of 36th Street NW and the north leg of Point Fosdick Drive NW intersection are within the corporate boundary of the City; and;

WHEREAS, the north leg of Peacock Hill Road NW and the east leg of 112th Street NW intersection are located in the County, and the south leg of Peacock Hill Road NW and the west leg of Borgen Boulevard NW are within the corporate boundary of the City; and

WHEREAS, the City and County wish to revise the City's boundary in the locations described above so as to fully include the entire road rights-of-way within the corporate limits of the City; and

WHEREAS, the City Council has, by Ordinance No. _____ dated _____, 2007, authorized the Mayor to enter into an agreement with the County to adjust the City's corporate boundaries pursuant to RCW 35A.21.210; and

WHEREAS, the County Council has, by Resolution No. _____ dated _____, 2007, authorized the Pierce County Executive to enter into an agreement with the City to adjust the City's corporate boundaries pursuant to RCW 35A.21.210; Now, Therefore,

The County and the City do hereby agree that the City corporate boundaries in these areas should be and by this agreement are revised so as to fully include the rights-of-way described in Exhibits A and B (attached).

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

 **DRAFT**

CITY OF GIG HARBOR

PIERCE COUNTY

By _____
Charles L. Hunter, Mayor

By _____
Pierce County Executive

ATTEST:

By _____
City Clerk

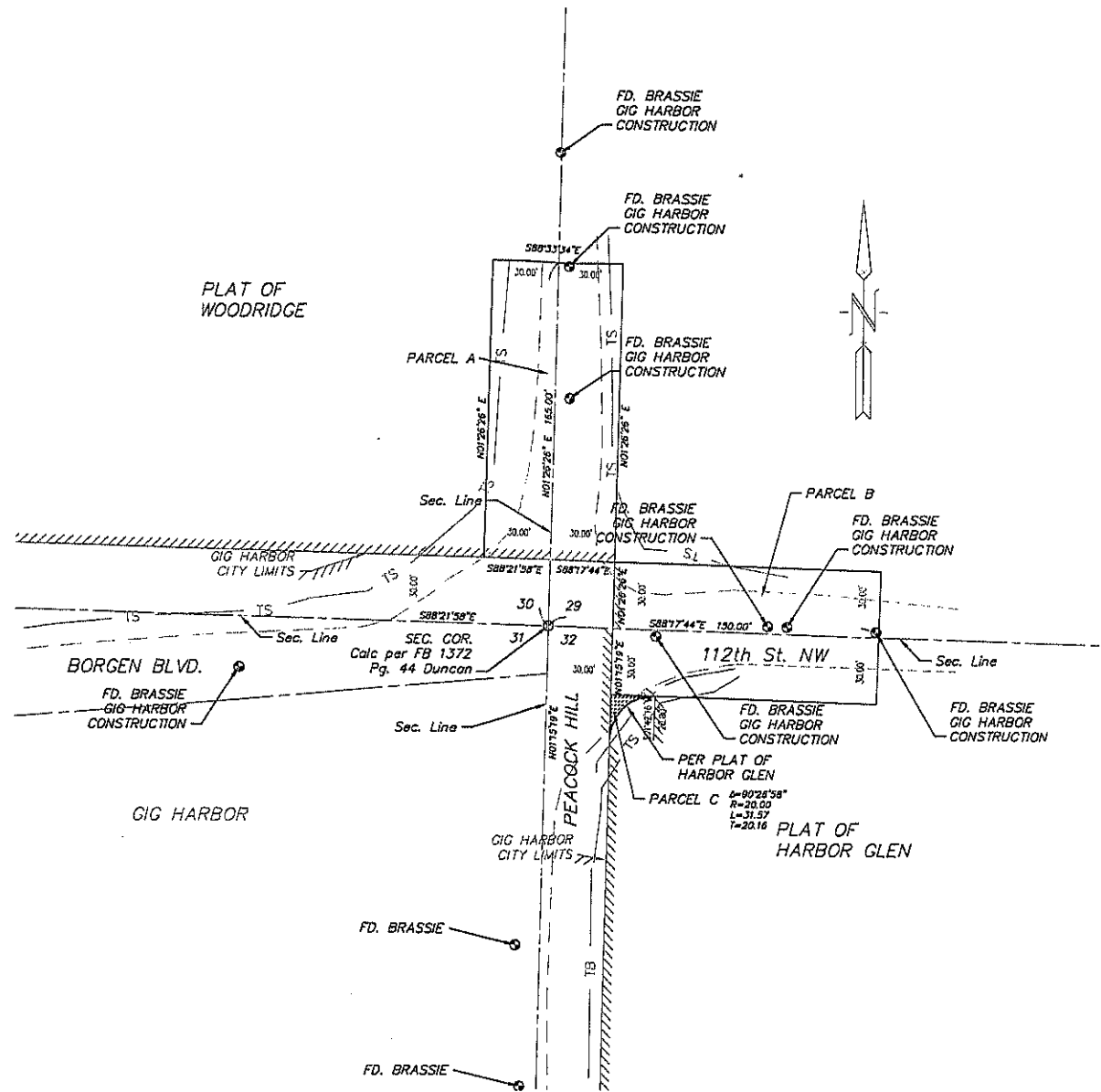
By _____
Public Works and Utilities Director

APPROVED AS TO FORM:

By _____
City Attorney

By _____
Deputy Prosecuting Attorney

The City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335



DESCRIPTION OF GIG HARBOR ANNEXATION – PEACOCK HILL

PARCEL A

THAT PORTION OF SECTIONS 29 AND 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEING A 60.00 FOOT WIDE STRIP OF LAND, HAVING 30.00 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE NORTH $01^{\circ} 26' 26''$ EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 30 A DISTANCE OF 165.00 FEET TO THE TERMINUS OF THE CENTERLINE DESCRIBED HEREIN; EXCEPT THE SOUTH 30.00 FEET THEREOF.

PARCEL B

THAT PORTION OF SECTIONS 29 AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

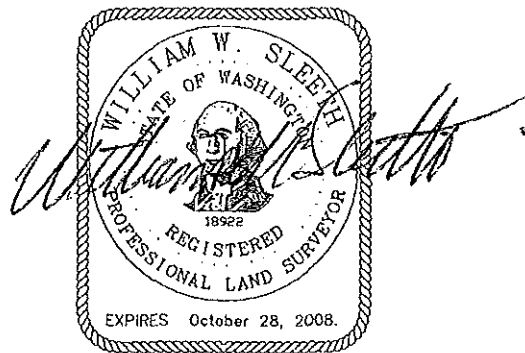
BEING A 60.00 FOOT WIDE STRIP OF LAND, HAVING 30.00 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH $88^{\circ} 17' 44''$ EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 32 A DISTANCE OF 150.00 FEET TO THE TERMINUS OF THE CENTERLINE DESCRIBED HEREIN; EXCEPT THAT PORTION THEREOF WITHIN PEACOCK HILL ROAD.

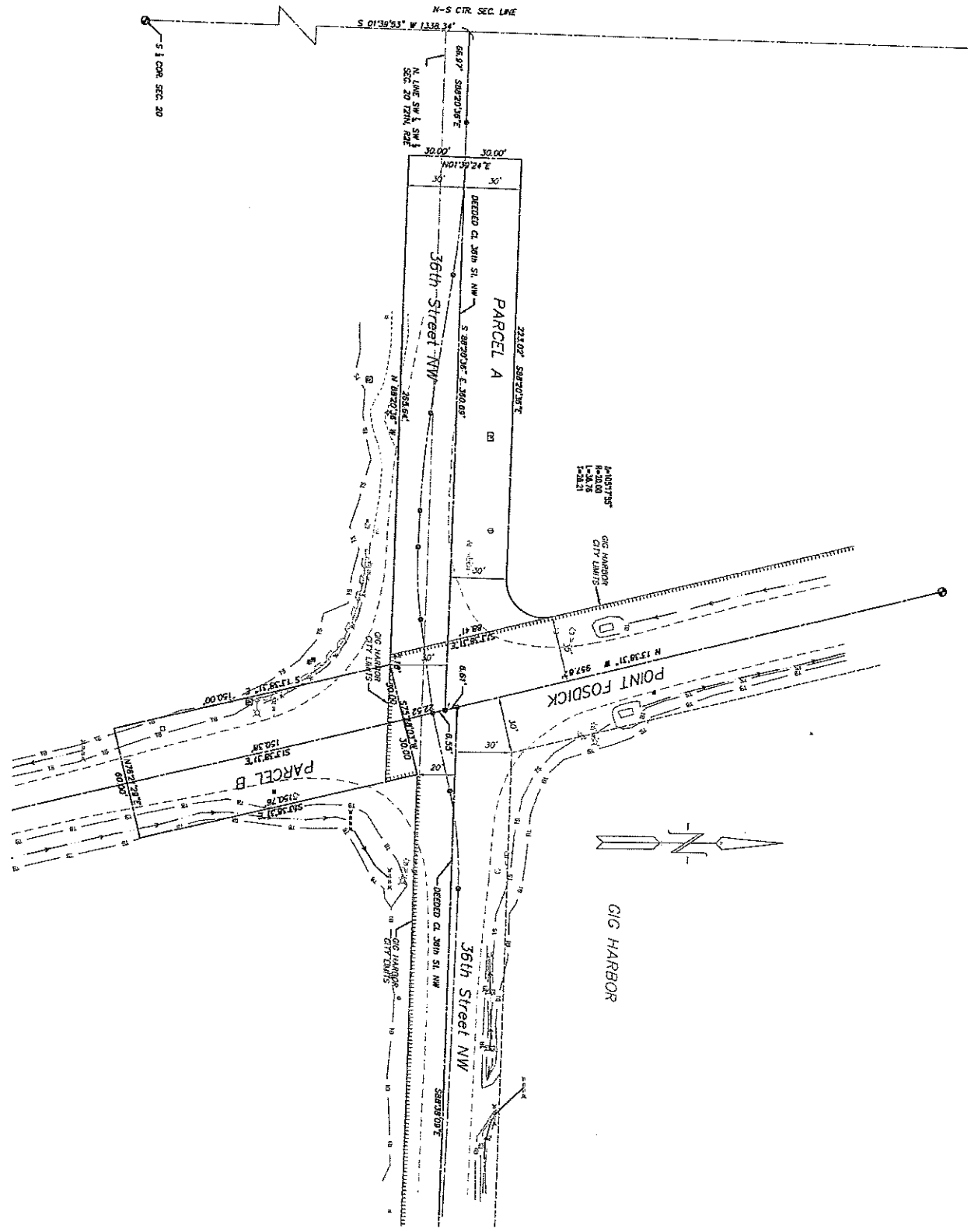
PARCEL C

THAT PORTION OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH $88^{\circ} 17' 44''$ EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 32 A DISTANCE OF 30.00 FEET; THENCE SOUTH $01^{\circ} 15' 19''$ WEST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $88^{\circ} 17' 44''$ EAST 20.16 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH $01^{\circ} 42' 16''$ WEST, HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ} 26' 58''$ AN ARC LENGTH OF 31.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF PEACOCK HILL ROAD; THENCE NORTH $01^{\circ} 15' 19''$ EAST 20.16 FEET ALONG SAID EASTERLY RIGHT OF WAY TO THE TRUE POINT OF BEGINNING.

2/26/07





DESCRIPTION OF GIG HARBOR ANNEXATION – POINT FOSDICK

PARCEL A

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

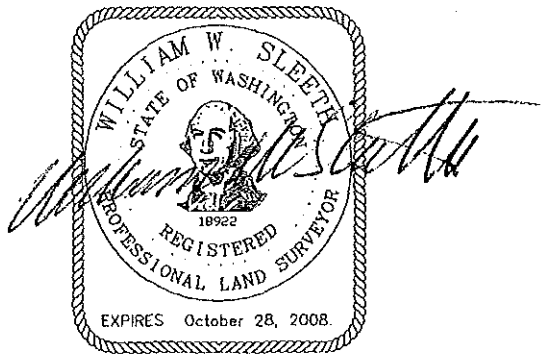
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 01°39'53" EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUATER 1338.34 FEET; THENCE SOUTH 88°20'36" EAST 66.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°39'24" EAST 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 36TH STREET NW; THENCE SOUTH 88°20'36" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 223.02 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 105°17'55" AN ARC LENGTH OF 37.76 FEET; THENCE SOUTH 13°38'31" EAST 88.41 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 36TH STREET NW; THENCE NORTH 88°20'36" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 265.64 FEET; THENCE NORTH 01°39'24" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 01°39'53" EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUATER 1338.34 FEET; THENCE SOUTH 88°20'36" EAST 360.69 FEET; THENCE SOUTH 13°38'31" EAST 22.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75°38'03" WEST 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF POINT FOSDICK ROAD NW; THENCE SOUTH 13°38'31" EAST ALONG SAID WESTERLY RIGHT OF WAY 150.00 FEET; THENCE NORTH 76°21'29" EAST 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID POINT FOSDICK ROAD NW; THENCE NORTH 13°38'31" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 150.76 FEET; THENCE SOUTH 75°38'03" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

2/26/07





Business of the City Council
City of Gig Harbor, WA

Subject: Resolution authorizing the Mayor to sign a development agreement for the payment of pro-rata share contribution towards the Wollochet Drive/Wagner Way Signal Improvements.

Proposed Council Action: Adopt the Resolution for the development agreement as presented.

Dept. Origin: Community Development

Prepared by: Stephen Misiurak, PE City Engineer

For Agenda of: September 10, 2007

Exhibits: Resolution and Development Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 9/6/07

Approved as to form by City Atty: [Signature] 9/6/07

Approved by Finance Director: [Signature] 9/6/07

Approved by Department Head: [Signature] 9/6/07

Table with 4 columns: Expenditure Required, *See Fiscal Note Below*, Amount Budgeted, Appropriation Required. Values are \$0.

INFORMATION / BACKGROUND

Recent information from developers has indicated that a traffic signal will be warranted at the intersection of Wagner Way and Wollochet Drive due to increased traffic volumes from proposed developments. These developments include Mallards Landing Lots 2, 3, and 7. Therefore a signal improvement project at this intersection has been placed on the City's 2008-2013 six year transportation improvement plan.

As part of the SEPA Mitigated Determination of Non-Significance (MDNS) for Mallards Landing Lots 2, 3, and 7 (SEPA 05-884, 05-884, 05-890) the City placed a condition that the developer of these lots must pay their pro-rata share of the traffic signal improvements at the intersection of Wagner Way and Wollochet Drive in connection with a development agreement. The pro-rata share payment from the developer has been made to the City of Gig Harbor. Authorization of the attached resolution and related development agreement would fulfill the SEPA requirements of the MDNS.

FISCAL CONSIDERATION

The City is paying approximately 20% of the Wollochet Drive/Wagner Way Signal Improvement Project. The Project is currently estimated at \$350,000. The City's share comes from transportation impact fees. This expenditure will take place in 2008

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Adopt the Resolution for the development agreement as presented.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT BETWEEN MALLARDS LANDING LOT 2 LLC, MALLARDS LANDING LOT 3 LLC, AND MALLARDS LANDING LOT 7 LLC AND THE CITY OF GIG HARBOR FOR THE PAYMENT OF THE DEVELOPER'S PRO RATA SHARE CONTRIBUTION TOWARDS THE WOLLOCHET DRIVE/WAGNER WAY SIGNAL IMPROVEMENTS.

WHEREAS, Talmo, Incorporated applied for a Site Plan Review permit for three lots in the Mallards Landing subdivision (lots 2, 3 and 7); and

WHEREAS, on February 22, 2006, the City issued a MDNS for the Site Plan Review permit which required that the developer(s) enter into a development agreement with the City for payment of its pro rata share of certain transportation mitigation improvements for the Wollochet Drive/Wagner Way signal improvements; and

WHEREAS, Talmo, Incorporated sold the project to Mallards Landing Lot 2 LLC, Mallards Landing Lot 3 LLC, and Mallards Landing Lot 7 LLC, (the Developers) for development; and

WHEREAS, the Developers have agreed to execute the Development Agreement attached hereto as Exhibit A as a condition of receiving the permit; and

WHEREAS, the pro rata share payment of \$56,462.26 has been made by the Developers to the City; and

WHEREAS, on September 10, 2007, the Gig Harbor City Council held a public hearing on this Development Agreement during its regular city council meeting; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby authorizes the Mayor to execute the Development Agreement attached to this Resolution.

RESOLVED by the City Council this 10th day of September, 2007.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
Carol A. Morris

Filed with the City Clerk:
Passed by the City Council:
Resolution No.

Return Address:
City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Please print legibly or type information.

Document Title(s) (Or transaction contained therein): 1. DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND <u>Mallards Landing Lot 2, LLC; Mallards Landing Lot 3, LLC;</u> <u>Mallards Landing Lot 7, LLC</u> , FOR STREET IMPROVEMENT MONETARY CONTRIBUTIONS
Grantor(s) (Last name first, then first name and initials): 1. <u>Mallards Landing Lot 2, LLC; Mallards Landing Lot 3, LLC;</u> <u>Mallards Landing Lot 7, LLC</u>
Grantee(s) (Last name first, then first name and initials): 1. <u>City of Gig Harbor</u>
Legal Description (Abbreviated: i.e. lot, block, plat; or section, township, range): 1. <u>Section 7, Township 21 North, Range 2 East, W.M.</u>
Property Tax Parcel No.: <u>4002010020; 4002010030; 4002010070</u>
Reference Number(s) (Of documents assigned or released):

The Auditor/Recorded will rely on the information provided on this cover sheet. The staff will not read the Document to verify accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND MALLARDS LANDING LOT 2, LLC
MALLARDS LANDING LOT 3, LLC
MALLARDS LANDING LOT 7, LLC, FOR
STREET IMPROVEMENT MONETARY CONTRIBUTIONS**

THIS DEVELOPMENT AGREEMENT is made and entered into this 13th day of August, 2007, by and between the City of Gig Harbor, a non-charter, optional code Washington municipal corporation, hereinafter the "City," and Mallards Landing Lot 2, LLC; Mallards Landing Lot 3, LLC and Mallards Landing Lot 7, LLC, 2727 Hollycroft, Suite 410, Gig Harbor, WA 98335, a limited liability corporation, organized under the laws of the State of Washington, hereinafter the "Developer."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, the Developer has received a permit or approval from the City, and as a condition of such permit/approval, is required to either construct or make monetary contributions toward construction of an identified transportation improvement; and

WHEREAS, the City agrees to accept such monetary contribution; and

WHEREAS, on _____, 2007, the City Council held a public hearing on this Development Agreement, and authorized the Mayor to sign this Development Agreement with the Developer; now, therefore, the parties hereto agree as follows:

GENERAL PROVISIONS

Section 1. *The Project.* The Project is the development and use of the Property, consisting of 12.25 acres, located at 6622 Wollochet Drive, in the City of Gig Harbor. The mitigation of adverse impacts is a requirement the Mitigated Determination of Nonsignificance (MDNS), SEPA 05-884, SEPA 05-887 & SEPA 05-890, dated February 22, 2006.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit A-1, A-2 and A-3, attached hereto and incorporated herein by this reference.

Section 3. *The Street Improvements.* The Developer has been required to make a pro-rata share contribution toward the cost for intersection improvements of Wollochet Drive and Wagner Way as condition of SEPA #05-884 approval, Exhibit B, attached hereto and incorporated herein by this reference.

Section 4. *Developer's Monetary Contribution to Public Improvement Financing.*

a) The Developer has agreed to satisfy the condition in the permit/approval described above by paying the Developer's pro-rata share of the cost of the construction of the transportation improvements required by mitigation #1 of the MDNS (attached as Exhibit B) to the City. The amount of the pro rata share is Fifty-Six Thousand Four Hundred Six-Two and 26/100 Dollars (\$56,462.26). The City agrees to accept such payment towards the construction of the transportation improvements in accordance with this Agreement.

b) The City shall hold the Developer's payment in a reserve account. The payment may only be expended by the City to fund the transportation improvements shown in Exhibit B, attached hereto, or a transportation project which includes the transportation improvements shown in Exhibit B.

c) The City agrees that if the payment is not expended as set forth above within five years after the Effective Date of the Adopting Resolution, any payment not so expended shall be refunded by the City with interest to the Developer. The interest shall be calculated at the rate applied to judgments to the property owners of record at the time of the refund; PROVIDED, HOWEVER, that if the payment is not expended by the City within five years due to delay attributable to the Developer, the payment shall be refunded without interest.

Section 5. *Effective Date and Termination.* This Agreement shall commence upon the date it is executed by both parties, and shall continue in force for a period of five years or until the street improvement identified in Exhibit B, (MDNS, page 2, Analysis III, Transportation Mitigation #1) is actually constructed whichever comes first. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect.

Termination shall not affect any of the Developer's obligations to comply with the terms and conditions of this Agreement, or any applicable zoning code(s) or subdivision map or other land use permits or approvals granted with respect to the Subject Property, any other conditions of the Project, which are specified as continuing after the termination of this Agreement, nor shall it affect the Developer's (or Landowner's) obligations to pay assessments, liens, fees or taxes.

Section 6. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement.

Section 7. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200).

Section 8. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as set forth below. Notice to the City shall be to the attention of both the Community Development Director and the City Attorney. Notices to the Developer or any subsequent purchasers of the property described in Exhibit A shall be required to be given by the city only for those purchasers who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands, correspondence or refunds.

Section 9. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U. S. District Court for Western Washington.

Section 10. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance or resolution adopting this Development Agreement, such invalidity shall not affect the remaining terms of this Agreement.

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

GIG HARBOR, WA.
My Commission expires: 7/7/2010

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A-1
LOT 2
PROPERTY LEGAL DESCRIPTION

LOT 2 OF THE PLAT OF MALLARDS' LANDING AS RECORDED UNDER AUDITOR'S FILE NUMBER 200103265002, RECORDS OF PIERCE COUNTY, WASHINGTON AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.; THENCE ALONG THE SOUTH LINE OF SAID SECTION 7, SOUTH 88°14'46" WEST FOR A DISTANCE OF 1660.79 FEET; THENCE NORTH 02°27'47" EAST FOR A DISTANCE OF 463.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, NORTH 88°14'47" EAST FOR A DISTANCE OF 128.00 FEET; THENCE SOUTH 50°07'47" EAST FOR A DISTANCE OF 174.76 FEET TO A POINT ON THE RIGHT-OF-WAY OF WOLLOCHET DRIVE NORTHWEST; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 39°52'13" EAST FOR A DISTANCE OF 471.66 FEET TO THE NORTH-EAST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2, NORTH 75°08'25" WEST FOR A DISTANCE OF 429.00 FEET TO A ANGLE POINT IN SAID LOT 2; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID LOT 2, NORTH 87°32'13" WEST FOR A DISTANCE OF 143.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON

EXHIBIT A-2
LOT 3
PROPERTY LEGAL DESCRIPTION

LOT 3 OF THE PLAT OF MALLARDS' LANDING AS RECORDED UNDER AUDITOR'S FILE NUMBER 200103265002, RECORDS OF PIERCE COUNTY, WASHINGTON AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.; THENCE ALONG THE SOUTH LINE OF SAID SECTION 7, SOUTH 88°14'46" WEST FOR A DISTANCE OF 1660.79 FEET; THENCE NORTH 02°27'47" EAST FOR A DISTANCE OF 833.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 3, SOUTH 87°32'13" EAST FOR A DISTANCE OF 134.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH-EASTERLY LINE OF SAID LOT 3, NORTH 45°33'28" EAST FOR A DISTANCE OF 520.15 FEET TO A POINT ON THE RIGHT-OF-WAY OF WAGNER WAY; THENCE ALONG SAID RIGHT-OF-WAY THROUGH A CURVE TO THE LEFT HAVING A RADIUS POINT WHICH BEARS SOUTH 62°56'23" WEST 455.00 FEET THROUGH A DELTA ANGLE OF 05°12'11" FOR AN ARC DISTANCE OF 40.41 FEET; THENCE NORTH 32°15'48" WEST FOR A DISTANCE OF 30.38 FEET; THENCE ON A CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF 12°49'39" FOR AN ARC DISTANCE OF 155.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 3, SOUTH 88°10'53" WEST FOR A DISTANCE OF 65.72 FEET; THENCE SOUTH 02°24'41" WEST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°14'20" WEST FOR A DISTANCE OF 331.39 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE WEST LINES OF SAID LOT 3, SOUTH 02°27'47" WEST FOR A DISTANCE OF 490.99 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT A-3
LOT 7
PROPERTY LEGAL DESCRIPTION

LOT 7 OF THE PLAT OF MALLARDS' LANDING AS RECORDED UNDER AUDITOR'S FILE NUMBER 200103265002, RECORDS OF PIERCE COUNTY, WASHINGTON, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN; THENCE ALONG NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, SOUTH 88°13'52" WEST FOR A DISTANCE OF 948.76 FEET TO THE CENTERLINE OF WAGNER WAY; THENCE ALONG THE CENTERLINE OF SAID WAGNER WAY, SOUTH 01°46'17" EAST FOR A DISTANCE OF 24.90 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET THROUGH A DELTA ANGLE OF 28°12'16" FOR AN ARC DISTANCE OF 73.84 FEET; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 26°25'59" WEST FOR A DISTANCE OF 31.81 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET THROUGH A DELTA ANGLE OF 34°14'04" FOR AN ARC DISTANCE OF 179.25 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 07°48'05" EAST FOR A DISTANCE OF 195.12 FEET; THENCE CONTINUING ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET THROUGH A DELTA ANGLE OF 68°23'44" FOR AN ARC DISTANCE OF 179.06 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 60°35'38" WEST FOR A DISTANCE OF 191.81 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 29°24'22" WEST FOR A DISTANCE OF 27.50 FEET TO THE RIGHT-OF-WAY OF SAID WAGNER WAY AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 60°35'38" EAST FOR A DISTANCE OF 86.25 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 05°00'29" WEST FOR A DISTANCE OF 7.96 FEET; THENCE NORTH 11°19'38" WEST FOR A DISTANCE OF 17.71 FEET; THENCE NORTH 01°34'26" EAST FOR A DISTANCE OF 26.11 FEET; THENCE NORTH 26°29'42" EAST FOR A DISTANCE OF 15.71 FEET; THENCE NORTH 78°55'17" EAST FOR A DISTANCE OF 28.89 FEET; THENCE SOUTH 89°54'27" EAST FOR A DISTANCE OF 11.35 FEET; THENCE NORTH 75°22'31" EAST FOR A DISTANCE OF 24.60 FEET; THENCE NORTH 62°52'56" EAST FOR A DISTANCE OF 19.26 FEET; THENCE NORTH 59°39'40" EAST FOR A DISTANCE OF 25.86 FEET; THENCE NORTH 31°46'38" EAST FOR A DISTANCE OF 13.45 FEET; THENCE NORTH 00°00'01" EAST FOR A DISTANCE OF 23.73 FEET; THENCE NORTH 05°54'07" WEST FOR A DISTANCE OF 22.03 FEET; THENCE NORTH 06°27'51" EAST FOR A DISTANCE OF 18.55 FEET; THENCE NORTH 18°04'42" EAST FOR A DISTANCE OF 11.39 FEET; THENCE NORTH 10°52'43" EAST FOR A DISTANCE OF 19.76 FEET; THENCE NORTH 16°20'51" WEST FOR A DISTANCE OF 31.18 FEET; THENCE NORTH 11°15'42" WEST FOR A DISTANCE OF 16.00 FEET; THENCE NORTH 01°31'56" WEST FOR A DISTANCE OF 37.12 FEET; THENCE NORTH 29°45'17" WEST FOR A DISTANCE OF 12.24 FEET; THENCE NORTH 49°53'15" WEST FOR A DISTANCE OF 38.57 FEET; THENCE NORTH 45°53'57" WEST FOR A DISTANCE OF 21.05 FEET; THENCE NORTH 18°08'54" WEST FOR A DISTANCE OF 16.69 FEET; THENCE NORTH 05°28'05" WEST FOR A DISTANCE OF 45.91 FEET; THENCE NORTH 01°15'36" EAST FOR A DISTANCE OF 18.97 FEET; THENCE NORTH 15°00'34" EAST FOR A DISTANCE OF 18.29 FEET;

THENCE NORTH 31°52'36" FOR A DISTANCE OF 17.63 FEET; THENCE NORTH 31°17'48" EAST FOR A DISTANCE OF 27.61 FEET; THENCE NORTH 03°31'46" EAST FOR A DISTANCE OF 20.27 FEET; THENCE NORTH 32°10'02" EAST FOR A DISTANCE OF 15.73 FEET; THENCE NORTH 21°22'03" EAST FOR A DISTANCE OF 40.86 FEET; THENCE NORTH 23°51'14" EAST FOR A DISTANCE OF 15.38 FEET; THENCE NORTH 44°47'25" EAST FOR A DISTANCE OF 50.23 FEET; THENCE NORTH 17°55'19" EAST FOR A DISTANCE OF 23.04 FEET; THENCE NORTH 08°17'01" EAST FOR A DISTANCE OF 22.89 FEET TO THE SOUTH LINE OF 72ND STREET NORTHWEST; THENCE ALONG THE SOUTH LINE OF SAID 72ND STREET NORTHWEST, SOUTH 88°13'52" WEST FOR A DISTANCE OF 313.59 FEET; THENCE SOUTH 02°24'41" WEST FOR A DISTANCE OF 1274.84 FEET; THENCE NORTH 88°10'53" EAST FOR A DISTANCE OF 65.72 FEET TO THE WESTERLY LINE OF WAGNER WAY; THENCE ALONG SAID WESTERLY LINE, ALONG A CURVE TO THE RIGHT WITH A RADIAL BEARING OF NORTH 70°33'51" EAST AND A RADIUS OF 515.00 FEET THROUGH A DELTA ANGLE OF 21°50'41" FOR AN ARC DISTANCE OF 196.35 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 02°24'32" EAST FOR A DISTANCE OF 259.52 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 177.50 FEET THROUGH A DELTA ANGLE OF 58°11'06" FOR AN ARC DISTANCE OF 180.26 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.



Exhibit B

COMMUNITY DEVELOPMENT DEPARTMENT

Mitigated Determination of Nonsignificance (MDNS)
W.A.C. 197.11.970

Environmental Review Application No.: SEPA 05-884, SEPA 05-887
& SEPA 05-890
Mallards Landing Lots 2, 3 and 7

Action: Site Plan Review

Location: 6622 Wollochet Drive
Gig Harbor, WA 98335

Proponent: Talmo

I. DESCRIPTION OF PROPOSAL:

The applicant proposes to develop three commercial lots comprising of approximately 12.24 acres within the Mallards Landing Subdivision. The proposal includes eleven separate buildings with a total of 40,625 square feet of office space and 30,612 square feet of light assembly and associated storage space. Approximately 275 parking spaces would be associated with this proposal. A wetland and its associated buffer are located on portions of all of the above mentioned lots. Approximately 4.76 acres contain wetland or buffers and an additional 2.6 acres would contain landscaping, providing a total of 7.38 acres of pervious surfaces. Wetland mitigation was provided through the original subdivision process.

II. INCORPORATION BY REFERENCE:

The following documents contain information, studies and analysis that have been used in the review of this proposal and are hereby incorporated into this threshold determination by reference:

- A. Memo from Stephen Misiurak, P.E., City Engineer; City of Gig Harbor, dated December 8, 2005, addressed to Kristin Udem, Associate Planner, City of Gig Harbor

This document provides an analysis of expected traffic impacts and recommends appropriate mitigation measures which have been included in section III of this MDNS.

- B. Mallards Landing Traffic Impact Analysis, Heath & Associates, June 2000
- C. Mallards Landing Traffic Impact Analysis, Heath & Associates, June 2005
- D. An Archaeological Survey of an Area of Commercial Property in Gig Harbor, Washington, by Richard D. Daugherty, PhD, and Ruth Kirk, 2005

III. ANALYSIS:

- A. Traffic and Transportation: The applicant is required to demonstrate that the significant adverse environmental impacts associated with their application can be reasonably mitigated, (RCW 43.21.C.060). In addition, the applicant must demonstrate that if the proposed development resulting from approval of the application will cause the level of service on a transportation facility identified in the City's Comprehensive Plan to decline below the standards adopted in the transportation element of the Comprehensive Plan, that the applicant plans to install transportation improvements or strategies acceptable to the City to accommodate the impacts of the development, which shall be made concurrent with the development, (RCW 36.70A.070(6)). The referenced traffic impact analysis by Heath & Associates and the referenced letter from Steve Misiurak, City Engineer, to Kristin Udem, Associate Planner, identifies traffic impacts related to the proposed development and identifies the following required mitigation and associated analysis to maintain adopted levels of service on the City's transportation infrastructure. The following mitigation measures will be necessary to address the traffic impacts as a result of this development:

Transportation Mitigation:

1. The applicant shall be required to pay a pro-rata share of the cost for a traffic signal at the intersection of Wollochet Drive and Wagner Way. This share shall be calculated in a manner approved by the City Engineer and paid to the City of Gig Harbor prior to final City civil review and plan approval. A "Development Agreement for Street Improvement Monetary Contributions" provided on City forms shall be executed by the applicant prior to payment of the pro-rata share.
2. The applicant shall be required to pay a pro-rata share for the initial phase of the WSDOT improvements at the intersection of SR16 West and Wollochet Drive NW. This share shall be calculated in a manner approved by WSDOT and paid to WSDOT prior to final City civil review and plan approval. The funds shall be transferred to WSDOT via a mutually agreed process.
3. The applicant shall be required to pay a pro-rata share of the cost for the Pierce County project to improve the intersection of Wollochet Drive NW and Fillmore Drive NW. This share shall be calculated in the manner requested by Pierce

County and paid to the City of Gig Harbor prior to final City civil review and plan approval. The funds shall be transferred to Pierce County via a mutually agreed process.

4. The applicant shall be required to construct a two-way left turn lane and associated street frontage improvements on Wollochet Drive in the vicinity of the project entrance. The two-way left turn lane and associated street frontage improvements shall be constructed in accordance with the City of Gig Harbor standards and shall be engineered to provide adequate storage length, tapers and coordination with other roadway improvements in the vicinity with care taken to avoid potential vehicle conflicts due to vehicular access maneuvers necessary to access adjacent sites. The construction shall be completed prior to issuance of final occupancy.

5. The applicant shall be required to construct street frontage improvements along 72nd Street in accordance with the City of Gig Harbor Public Works Standards. The construction shall be completed prior to issuance of final occupancy.

IV. THRESHOLD DETERMINATION:

Lead Agency: City of Gig Harbor

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment, provided mitigation measures specified in Section IV above are imposed. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

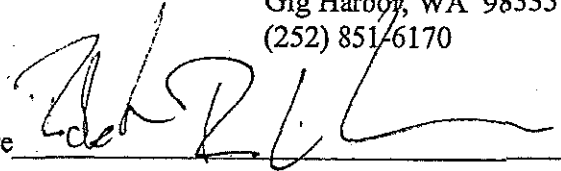
[x] This MDNS is issued under WAC 197-11-350; the lead agency will not act on this proposal for 14 days from the date of this document. **Appeals must be submitted by February 22, 2006.**

[x] This MDNS will not become final until the end of the appeal period, **February 22, 2006.**

Any interested person may appeal the adequacy of the final SEPA Threshold Determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Chapter 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within fourteen (14) days after the issuance of the MDNS, or February 22, 2006. The written appeal must be submitted with a filing fee of one hundred fifty dollars (\$150.)

Responsible Official: Rob White, Planning Manager

Contact Information: City of Gig Harbor
Community Development Department
3510 Grandview Street
Gig Harbor, WA 98335
(252) 851-6170

Signature  Date:



**Business of the City Council
City of Gig Harbor, WA**

Subject: First Reading of Ordinance amending the Environmental Review (SEPA) Chapter, Chapter 18.04.

Proposed Council Action: Review the ordinance and approve at the second reading.

Dept. Origin: Community Development

Prepared by: Jennifer Kester
Senior Planner *JK*

For Agenda of: September 10, 2007

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RSK 9/3/07*

Approved as to form by City Atty: *Lam 9/3/07*

Approved by Finance Director: *N/A*

Approved by Department Head: *Dave 9/4/07*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

The Washington State Legislature has adopted new SEPA Rules that have not been incorporated into the City's code chapter on SEPA. This ordinance will amend Chapter 18.04 environmental review (SEPA) to incorporate those new Washington State SEPA rules. The amendments modify and add procedures for the review of all SEPA actions, issuance of threshold determinations, preparation of environmental documents, noticing the public and commenting on threshold determinations. In addition, the ordinance adds a new SEPA policy to ensure that police services are maintained at an acceptable level through the adoption of mitigation fees, as provided in RCW 82.02.020.

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official has determined that the adoption of this ordinance is categorically exempt under WAC 197-11-800(19) as an ordinance relating to procedures only.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee of the Council reviewed the draft ordinance at their meeting of August 6, 2007 and recommended approval of the ordinance.

RECOMMENDATION / MOTION

Move to: Staff recommends Council review the ordinance and approve at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE STATE ENVIRONMENTAL POLICY ACT (SEPA), AMENDING THE ENVIRONMENTAL REVIEW (SEPA) CHAPTER TO INCORPORATE NEW SEPA RULES ADOPTED BY THE WASHINGTON STATE LEGISLATURE; ADOPTING NEW PROCEDURES FOR REVIEW OF ALL "ACTIONS" UNDER SEPA, ISSUANCE OF THRESHOLD DECISIONS, PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS, PUBLIC NOTICE AND COMMENT; ADDING A NEW SEPA POLICY TO ENSURE THAT POLICE SERVICES ARE MAINTAINED AT AN ACCEPTABLE LEVEL THROUGH THE ADOPTION OF MITIGATION FEES, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 18.04.010, 18.04.020, 18.04.030, 18.04.040, 18.04.050, 18.04.080, 18.04.090, 18.04.110, 18.04.120, 18.04.140, 18.04.150, 18.04.170, 18.04.180, 18.04.190, 18.04.240, 18.04.260, 18.04.280, 18.04.290 AND 19.04.009(B), ADDING NEW SECTIONS 18.04.053, 18.04.058, 18.04.145, 18.04.160 AND 18.04.210, REPEALING GIG HARBOR MUNICIPAL CODE SECTIONS 18.04.125, 18.04.145, 18.04.160, 18.04.220 AND 18.04.270.

WHEREAS, the Washington State Legislature has adopted new SEPA Rules that have not been incorporated into the City's code chapter on SEPA; and

WHEREAS, the City desires to amend the City's code chapter on SEPA to incorporate new Washington State SEPA Rules; and

WHEREAS, the City desires to add a new SEPA policy to ensure that police services are maintained at an acceptable level through the adoption of mitigation fees; and

WHEREAS, the City's SEPA Responsible Official has determined that the adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an ordinance relating to procedures only; and

WHEREAS, on _____, 2007, the Gig Harbor City Council held a first reading of this Ordinance; and

WHEREAS, on _____, 2007, this Ordinance was considered by the Gig Harbor City Council in a second reading; Now, Therefore,

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

Section 1. Section 18.04.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.010 Authority.

The city of Gig Harbor adopts ~~the ordinance codified in this chapter~~ under the State Environmental Policy Act (SEPA), RCW 43.21C.120 and the SEPA rules ~~WAC 197-11-904, chapter 197-11 WAC.~~ This ordinance contains the City's SEPA procedures and policies. The SEPA rules contained in Chapter 197-11 WAC must be used in conjunction with this chapter.

Section 2. Section 18.04.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.020 Adoption by reference.

The city adopts the following sections of Chapter 197-11 WAC, ~~as now existing or hereinafter amended,~~ by reference:

WAC

- 197-11-040 Definitions.
- 197-11-050 Lead agency.
- 197-11-055 Timing of SEPA process.
- 197-11-060 Content of environmental review.
- 197-11-070 Limitations on actions during SEPA process.
- 197-11-080 Incomplete or unavailable information.
- 197-11-090 Supporting documents.
- 197-11-100 Information required of applicants.
- 197-11-158 GMA project review – Reliance on existing plans, laws, and regulations.
- ~~197-11-164 Planned actions – Definition and criteria.~~
- ~~197-11-168 Ordinances or resolutions designating planned actions – Procedures for adoption.~~
- ~~197-11-172 Planned actions – Project review.~~
- 197-11-210 SEPA/GMA integration.
- 197-11-220 SEPA/GMA definitions.
- ~~197-11-225 Purpose, policy applicability and definitions.~~
- 197-11-228 Overall SEPA/GMA integration procedures.
- 197-11-230 Timing of an integrated GMA/SEPA process.
- 197-11-232 SEPA/GMA Integration procedures for preliminary planning, environmental analysis and expanded scoping.
- 197-11-235 Integrating documents.
- 197-11-238 Monitoring.
- 197-11-250 SEPA/Model Toxics Control Act Integration.

- 197-11-253 SEPA lead Agency for MTCA actions.
- 197-11-256 Preliminary evaluation.
- 197-11-259 Determination of nonsignificance and EIS for MTCA remedial actions.
- 197-11-265 Early scoping for MTCA remedial actions.
- 197-11-268 MTCA interim actions.

Section 3. Section 18.04.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.030 Additional definitions.

In addition to those definitions contained within WAC 197-11-700 through 197-11-799 and 197-11-220, when used in this chapter the following terms shall have the following meanings, unless the content indicates otherwise:

A. "Department" means any division, ~~subdivision or organizational unit, or department~~ of the city established by ordinance, rule or order.

B. "Ordinance" or "chapter" means the ordinance, resolution or other procedure used by the City to adopt regulatory requirements.

C. "Early notice" means the City's response to an applicant stating whether it considers issuance of a determination of significance likely for the applicant's proposal (mitigated determination of nonsignificance (MDNS) procedures).

~~B D.~~ "SEPA rules" means Chapter 197-11 WAC adopted by the Department of Ecology.

Section 4. Section 18.04.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.040 Designation of responsible official.

A. For those proposals for which the city is a lead agency, the responsible official shall be the planning director ~~or such other person as the director may designate in writing.~~

B. For all proposals for which the city is a lead agency, the responsible official shall make the threshold determination, supervise scoping and preparation of any required environmental impact statement (EIS) and perform any other functions assigned to the lead agency or responsible official by those sections of the SEPA rules that have been adopted by reference in this chapter.

Section 5. Section 18.04.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.050 Lead agency determination and responsibilities.

A. The SEPA responsible official ~~or the department receiving an application for or initiating a proposal that involves a nonexempt action~~

shall determine the lead agency for that any application for or initiation of a proposal that involves a nonexempt action, as provided in under WAC 197-11-050 and ~~WAC 197-11-922 through 197-11-940~~, unless the lead agency has been previously determined or ~~the department is aware that if~~ another department or agency is in the process of determining the lead agency.

B. When the City is the lead agency for a proposal, the SEPA Responsible Official shall supervise compliance with the necessary threshold determination requirements, and if an EIS is necessary, shall supervise preparation of the EIS.

B.C. When the city is not the lead agency for a proposal, all departments of the city shall use and consider as appropriate either the determination of nonsignificance (DNS) or the final EIS of the lead agency in making decisions on the proposal. No city department shall prepare or require preparation of a DNS or EIS in addition to that prepared by the lead agency unless the city determines a supplemental environmental review is necessary under ~~WAC 197-11-600~~ required under WAC 197-11-600. In some cases, the City may conduct supplemental environmental review under WAC 197-11-600.

G.D. If the city, or any of its departments, receives a lead agency determination made by another agency that appears inconsistent with the criteria of ~~WAC 197-11-253 or WAC 197-11-922 through 197-11-940~~, it may object to the determination. Any objection must be made to the agency originally making the determination and resolved within ~~14~~ fifteen days of receipt of the determination or the city must petition the Department of Ecology for a lead agency determination under WAC 197-11-946 within the ~~14-day~~ fifteen day time period. Any such petition on behalf of the city may be initiated by the SEPA responsible official ~~or any department~~.

DE. ~~The responsible official is~~ Departments of the city are authorized to make agreements as to lead agency status or shared lead agency's duties for a proposal under WAC 197-11-942 and 197-11-944; PROVIDED, that the responsible official and any department that will incur responsibilities as the result of such agreement approve the agreement.

EF. ~~The responsible official~~ Any department making a lead agency determination for a private project shall require sufficient information from the applicant to identify other agencies with jurisdiction over the proposal.

Section 6. A new Section 18.04.053 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.053 Transfer of lead agency status to a state agency.

For any proposal for a private project where the City would be the lead agency and for which one or more state agencies have jurisdiction, the City's responsible official may elect to transfer the lead agency duties to a state agency. The state agency with jurisdiction appearing first on the

priority listing in WAC 197-11-936 shall be the lead agency and the City shall be an agency with jurisdiction. To transfer lead agency duties, the City's responsible official must transmit a notice of the transfer together with any relevant information available on the proposal to the appropriate state agency with jurisdiction. The responsible official of the City shall also give notice of the transfer to the private applicant and any other agencies with jurisdiction over the proposal.

Section 7. A new Section 18.04.058 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.058 Additional timing considerations.

A. For nonexempt proposals, the DNS, MDNS or the draft EIS for the proposal shall accompany the City's staff recommendation to the appropriate advisory body, such as the planning commission or the hearing examiner.

B. This subsection applies to those permits that are not subject to the notice of application requirements in Title 19 and RCW 36.70B.110. If the City's only action on a proposal is a decision on a building permit or other license/permit that requires detailed project plans and specifications, the applicant may request in writing that the City conduct environmental review prior to the submission of the detailed plans and specifications.

Section 8. Section 18.04.080 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.080 Categorical exemptions – Adoption by reference.

The city adopts by reference the following rules for categorical exemptions, as supplemented by this chapter, including GHMC 18.04.090 (Use of exemptions) of Chapter 197-11 WAC, as now existing or hereinafter amended, by reference, as supplemented in this chapter:

WAC

197-11-800 Categorical exemptions.

197-11-880 Emergencies.

197-11-890 Petitioning DOE to change exemptions.

Section 9. Section 18.04.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.090 Categorical exemptions – Determination Use of exemptions.

A. ~~When the city~~ Each department within the city that receives an application for a license, permit, or, in the case of governmental proposals, a the department initiating a the proposal, the responsible official shall determine whether the license and/or the proposal is exempt from environmental review ~~under this chapter.~~ The department's determination

that a proposal is exempt shall be final and not subject to administrative appeal. If a proposal is exempt, none of the procedural requirements of this chapter shall apply to the proposal. The City shall not require completion of an environmental checklist for an exempt proposal.

B. In determining whether or not a proposal is exempt, the responsible official ~~department~~ shall make certain the proposal is properly defined and shall identify the governmental license or permit required (WAC-197-11-070). If a proposal includes exempt and nonexempt actions, the ~~responsible official department~~ shall determine the lead agency even if the license application that triggers the consideration is exempt.

C. If a proposal includes both exempt and nonexempt actions, the city may authorize exempt actions prior to compliance with the procedural requirements of this chapter, except that:

1. The city shall not give authorization for:
 - a. Any nonexempt action;
 - b. Any action that would have an adverse environmental impact;

or

- c. Any action that would limit the choice of reasonable alternatives;

2. The city may withhold approval of an exempt action ~~any permit, application or proposal, the basis of which is an exempt action~~ that would lead to modification of the physical environment, when such modification would serve no purpose if the nonexempt actions were not approved; and

3. The city may withhold approval of exempt actions ~~any permit, application or proposal, the basis of which is an exempt action~~ that would lead to substantial financial expenditures by a private applicant when the expenditures would serve no purpose if the nonexempt actions were not approved.

4. A planned action as defined in RCW 43.21C.031(2) does not require a threshold determination or the preparation of an environmental impact statement under this chapter, but is subject to environmental review and mitigation as provided in this chapter.

Section 10. Section 18.04.110 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.110 Threshold determinations – Environmental checklist.

A. Except as provided in subsection (D) of this section, a ~~A~~ completed environmental checklist (or a copy), in a form provided in WAC 197-11-960, shall be filed at the same time as an application for a permit, license, certificate or other approval not specifically exempted by this chapter, except that a checklist is not needed if the City and applicant agree that an EIS is required, SEPA has been completed, or compliance has been initiated by another agency. The checklist shall be the form of WAC 197-11-960 with such additions that may be required by the responsible official in accordance with WAC 197-11-906(4). ~~The City shall use the~~

environmental checklist to determine the lead agency, and if the City is the lead agency, for determining the responsible official and for making the threshold determinations.

~~B. A checklist is not needed if the city and the applicant agree an EIS is required, SEPA compliance has been completed, or SEPA compliance has been initiated by another agency or adoption of a previous document.~~

CB. For private proposals, the applicant is required to complete the environmental checklist. The city may provide assistance as necessary. For city proposals the department initiating the proposal shall complete the environmental checklist for that proposal.

DC. The city may decide to require that it, and not the private applicant, will complete all or part of the environmental checklist for a private proposal, if any either of the following occurs:

1. The city has technical information on a question or questions that is unavailable to the private applicant; or

2. The applicant has provided inaccurate information on previous proposals or on proposals currently under consideration.

The applicant shall pay to the city the actual costs of providing the information for the environmental checklist.

D. For projects submitted as planned actions under WAC 197-11-164, the City shall use its existing environmental checklist form or may modify the environmental checklist form as provided in WAC 197-11-315. The modified environmental checklist form may be prepared and adopted along with or as part of a planned action ordinance, or developed after the ordinance is adopted. In either case, a proposed modified environmental checklist form must be sent to the Department of Ecology to allow at least a thirty-day review prior to use.

~~E. The applicant shall pay to the city the actual costs of providing information under subsection (DC)(2) of this section.~~

Section 11. Section 18.04.120 of the Gig Harbor Municipal Code is hereby amended, to read as follows

18.04.120 Threshold determinations— Mitigated DNS

A. As provided in this section and in WAC 197-11-350, tThe responsible official may issue a determination of nonsignificance (DNS) based on conditions attached to the proposal by the responsible official or on changes to, or clarifications of, the proposal made by the applicant.

B. An applicant may request in writing early notice of whether a DS is likely under WAC 197-11-350. The request must:

1. Follow submission of a permit application and environmental checklist for a nonexempt proposal for which the department is lead agency; and

2. Precede the city's actual threshold determination for the proposal.

~~C. The responsible official's response to the request for early notice shall~~ official should respond to the request for early notice within 15 working days. The response shall:

1. Be in writing;

~~4~~2. State whether the city currently considers issuance of a DS likely and, if so, indicate the general or specific areas of concern that are leading the city to consider a DS; and

~~2~~3. State that the applicant may change or clarify the proposal to mitigate the indicated impacts, and may revise the environmental checklist and/or permit application as necessary to reflect the changes or clarifications.

D. As much as possible, the City should assist the applicant with identification of impacts to the extent necessary to formulate mitigation measures.

~~D~~E. When an applicant submits a changed or clarified proposal, along with a revised or amended environmental checklist, the city shall base its threshold determination on the changed or clarified proposal and should make the determination within fifteen days of received the changed or clarified proposal.

1. If the city indicated specific mitigation measures in its response to the request for early notice, and the applicant changed or clarified the proposal to include those specific mitigation measures, the city shall issue and circulate a determination of nonsignificance (DNS), under WAC 197-11-340(2) if the city determines that no additional information or mitigation measures are required.

2. If the city indicated areas of concern, but did not indicate specific mitigation measures that would allow it to issue a DNS, the city shall make the threshold determination, issue a DNS or DS as appropriate.

3. The applicant's proposed mitigation measures, clarifications, changes or conditions must be in writing and must be specific.

4. Mitigation measures which justify issuance of a mitigated DNS may be incorporated in the DNS by reference to agency staff reports, studies or other documents.

~~E~~F. The city shall not act upon a proposal for which a mitigated DNS has been issued until the 14-day comment and public notice period has expired for 14 days after the date of issuance; provided, that the requirements of this section shall not apply to a DNS issued pursuant to the optional DNS process described in GHMC 18.04.123.

~~F. Any nonexempt permit or proposal may be conditioned or denied under SEPA, subject to the limitations in WAC 197-11-660 and GHMC 18.04.210.~~

G. Mitigation measures incorporated in the mitigated DNS shall be deemed conditions of approval of the licensing permit decision and may be enforced in the same manner as any term or condition of the permit or enforced in any matter specifically prescribed by the city. Failure to comply

~~with the designated mitigation measures shall be grounds for suspension and/or revocation of any license issued.~~

H. If the city's tentative decision on a permit or approval does not include mitigation measures that were incorporated in mitigated DNS for the proposal, the city should evaluate the threshold determination to assure consistency with WAC 197-11-340(3)(a) relating to the withdrawal of a DNS.

I. The city's written response under subsection ~~G~~(B) of this section shall not be construed as a determination of significance. In addition, preliminary discussion of clarification or changes to a proposal, as opposed to a written request for early notice, shall not bind the city to consider the clarifications or changes in its threshold determination.

Section 12. Section 18.04.125 of the Gig Harbor Municipal Code is hereby repealed.

Section 13. Section 18.04.140 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.140 EIS – Preparation.

A. Responsible Official's Responsibilities. Preparation of draft and final EISs and SEISs shall be under the direction of the responsible official. Before the city issues an EIS or SEIS, the responsible official shall be satisfied that it complies with this chapter and Chapter 197-11 WAC.

B. The DEIS and FEIS or draft and final SEIS shall be prepared by the City staff, the applicant, or by a consultant selected by the City, as determined by the responsible official. If the responsible official requires an EIS for a proposal and determines that someone other than the City will prepare the EIS, the responsible official shall notify the applicant immediately after completion of the threshold determination. The responsible official shall also notify the applicant of the City's procedure for EIS preparation, including approval of the DEIS and FEIS prior to distribution.

BC. Time Limit. Subject to delays caused by the applicant's failure to provide needed information and other delays beyond the city's control, draft and final EISs will be completed within one year of the date of the declaration of significance, unless the city and the applicant agree in writing to a different estimated time period for completion.

GD. Requirement for Additional Information. The city may require an applicant to provide additional information which the city does not possess, including information which must be obtained by specific investigations. ~~This provision is not intended to expand or limit an applicant's other obligations under WAC 197-11-100, or other provisions of regulation, statute or ordinance. An applicant shall not be required to produce information under this provision which is not specifically required by this chapter, nor is the applicant relieved of the duty to supply any other~~

information required by statute, regulation or ordinance. The applicant shall not be required to supply information that is not required under this chapter or that is being requested from another agency. (This does not apply to information the City may request under another ordinance or statute.)

DE. Fees.

1. For the purpose of reimbursing the city for necessary costs and expenses relating to its compliance with the SEPA rules and this chapter in connection with private projects, the following schedule of fees are established (in addition to the fees in the city's fee resolution):

a. For a threshold determination which requires information in addition to that contained in or accompanying the environmental checklist, a fee in an amount equal to the actual costs and expenses incurred by the city in conducting any studies or investigations necessary to provide such information;

b. For all private projects requiring an EIS for which the city is the lead agency and for which the responsible official determines that the EIS shall be prepared by the employees of the city, or that the city will contract directly with a consultant or consultants for the preparation of an EIS, a fee in an amount equal to the actual costs and expenses incurred by the city in preparing the EIS. Such fee shall also apply when the city determines that the applicant may prepare the EIS, and the responsible official determines that substantial revisions or reassessing of impacts must be performed by employees of the city to ensure compliance with the provisions of the SEPA guidelines and this chapter.

2. If the responsible official determines that an EIS is required, and that the EIS shall be prepared by employees of the city or by a consultant or consultants retained by the city, or that the applicant-prepared EIS shall be substantially rewritten by employees of the city, the private applicant shall be advised by the responsible official of the estimated costs and expenses of preparing or rewriting the EIS prior to actual preparation or rewriting, and the private applicant shall post a bond or otherwise insure payment of such costs and expenses. A consultant or consultants may be recommended by the applicant. The final decision to hire a consultant or consultant shall be made by the city council.

3. All fees owed the city under this section shall be paid in full by the private applicant prior to final action by the city on the private project. Any fee owed the city under this subsection D shall be paid by the private applicant prior to the initiation of actual preparation of an EIS (if required) or actual rewriting of an applicant-prepared EIS by the city or its consultant(s). For all EISs involving multiple applicants, the cost of preparation shall be divided among the applicants according to the nature, amount and type of work to be performed. The city shall ask the EIS consultant to estimate the costs related to the portion of the EIS associated with each application. The city shall make the final decision on the costs to be billed each applicant, regardless of whether the EIS is

prepared by a consultant or the city. If a private applicant disputes the amount of the fee, the fee may be paid under protest and without prejudice to the applicant's right file a claim and bring an action to recover the fee.

Section 14. Section 18.04.145 of the Gig Harbor Municipal Code is hereby repealed.

Section 15. A new Section 18.04.145 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.145 Additional elements to be covered by EIS.

The following additional elements are part of the environment for the purpose of EIS content, but do not add to the criteria for threshold determinations or perform any other function or purpose under this chapter: economy; social policy analysis and cost-benefit analysis.

Section 16. Section 18.04.150 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.150 EIS—Commenting – Adoption by reference.

The city adopts the following sections of ~~Chapter 197-11 WAC, as now existing or hereinafter amended,~~ by reference as supplemented in this chapter:

WAC

197-11-500 Purpose of this part.

197-11-502 Inviting comment.

197-11-504 Availability and cost of environmental documents.

197-11-508 SEPA register.

197-11-510 Public notice.

197-11-535 Public hearings and meetings.

197-11-545 Effect of no comment.

197-11-550 Specificity of comments.

197-11-560 FEIS response to comments.

197-11-570 Consulted agency costs to assist lead agency.

Section 17. Section 18.04.160 of the Gig Harbor Municipal Code is hereby repealed.

Section 18. A new Section 18.04.160 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.160 Public notice.

A. Whenever possible, the City shall integrate public notice required under this Section with existing notice procedures for the City's nonexempt permit(s) or approval(s) required for the proposal.

B. Whenever the City issues a DNS under WAC 197-11-340(2) or a DS under WAC 197-11-360(3), the City shall give public notice as follows:

1. If public notice is required for a nonexempt permit, the notice shall state whether a DS or DNS has been issued and when comments are due;

2. If an environmental document is issued concurrently with the notice of application, the public notice requirements for the notice of application in RCW 36.70B.110(4) will suffice to meet the SEPA public notice requirements in WAC 197-11-510(1).

3. If no public notice is otherwise required for the permit or approval, the City shall give notice of the DNS or DS by:

a. Posting on the property or publication in the official newspaper of the city of Gig Harbor for site-specific proposals;

b. Mailing to property owners within 300 feet for site specific proposals.

4. Whenever the City issues a DS under WAC 197-11-360(3), the City shall state the scoping procedure for the proposal in the DS as required in WAC 197-11-408 and in the public notice.

C. Whenever a public hearing is held on a nonexempt permit, notice of the threshold determination shall be given. Such notice shall precede the hearing by at least 15 days. Notice will be given as follows:

1. Posting on the property or publication in the official newspaper of the city of Gig Harbor for site-specific proposals;

2. Mailing to property owners within 300 feet for site specific proposals.

D. If a DNS is issued using the optional DNS process, the public notice requirements for a notice of application in RCW 36.70B.110(4) as supplemented by the requirements in GHMC 18.04.123 and WAC 197-11-355 will suffice to meet the SEPA public notice requirements in WAC 197-11-510(1).

E. Whenever the City issues a DEIS under WAC 197-11-455(5) or a SEIS under WAC 197-11-620, notice of the availability of those documents shall be given by:

1. Indicating the availability of the DEIS in any public notice required for a nonexempt license; and the following:

a. Posting on the property or publication in the official newspaper of the city of Gig Harbor for site-specific proposals;

b. Mailing to property owners within 300 feet for site specific proposals.

F. Public notice for projects that qualify as planned actions shall be tied to the underlying permit as specified in WAC 197-11-172(3).

G. The City may require an applicant to complete the public notice requirements for the applicant's proposal at his or her expense.

Section 19. Section 18.04.170 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.170 Designation of official to perform consulted agency responsibilities for the city.

A. The responsible official shall be responsible for preparation of written documents for the city in response to a consultation request prior to a threshold determination, participation in scoping and reviewing of a draft EIS.

B. The responsible official shall be responsible for the city's compliance with WAC 197-11-550 whenever the city is a consulted agency and is authorized to develop operating procedures that will ensure that responses to consultation requests are prepared in a timely fashion and include data from all appropriate departments of the city.

Section 20. Section 18.04.180 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.180 Using existing environmental documents – Adoption by reference

The city adopts the following sections for using and supplementing existing environmental documents prepared under SEPA or National Environmental Policy Act (NEPA) for the City's own environmental compliance of Chapter 197-11 WAC as now existing or hereinafter amended, by reference:

WAC

197-11-164 Planned actions – Definitions and criteria.

197-11-168 Ordinances or resolutions designating planned actions – procedures for adoption.

197-11-172 Planned actions – project review

197-11-600 When to use existing environmental documents.

197-11-610 Use of NEPA documents.

197-11-620 Supplemental environmental impact statements.

197-11-625 Addenda – Procedures.

197-11-630 Adoption – Procedures.

197-11-635 Incorporation by reference – Procedures.

197-11-640 Combining documents.

Section 21. Section 18.04.190 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.190 SEPA decisions – Adoption by reference.

The city adopts the following sections of Chapter 197-11 WAC, as now existing or hereinafter amended, by reference:

WAC

197-11-650 Purpose of this part.

197-11-655 Implementation.

197-11-660 Substantive authority and mitigation.

197-11-680 Appeals.

~~197-11-700 Definitions.~~

Section 22. A new Section 18.04.210 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.210 Substantive authority.

A. The policies and goals set forth in this ordinance are supplementary to those in the existing authorization of the City.

B. The City may attach conditions to a permit or approval for a proposal, so long as:

1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this chapter; and

2. Such conditions are in writing; and

3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and

4. The City has considered whether other local, state, or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and

5. Such conditions are based on one or more policies in subsection (D) of this section and cited in the license or other decision document.

C. The City may deny a permit or approval for a proposal on the basis of SEPA so long as:

1. A finding is made that approving the proposal would result in probable significant adverse environmental impacts that are identified in a FEIS or final SEIS prepared pursuant to this chapter; and

2. A finding is made that there are no reasonable mitigation measures capable of being accomplished that are sufficient to mitigate the identified impact; and

3. The denial is based on one or more policies identified in writing the decision document.

D. The City designates and adopts by reference the following policies as the basis for the City's exercise of authority pursuant to this section:

1. The City shall use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate plans, functions, programs, and resources to the end that the state and its citizens may:

a. fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;

b. Assure for all people of Washington safe, healthful, productive and aesthetically and culturally pleasing surroundings;

c. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;

d. Preserve important historic, cultural and natural aspects of our national heritage;

e. Maintain, wherever possible, an environment which supports diversity and variety of individual choice;

f. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and

g. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources;

2. The City recognizes that each person has a fundamental and inalienable right to a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

3. The City adopts by reference the policies in the following City codes, ordinances, resolutions and plans, as they now exist or may be hereafter amended, as a possible basis for the exercise of substantive SEPA authority in the conditioning or denying of proposals:

a. Chapter 43.21C RCW – State Environmental Policy Act.

b. GHMC Title 5 – Business Licenses and Regulations.

c. GHMC Title 6 – Animals.

d. GHMC Title 8 – Health and Safety.

e. GHMC Title 10 – Vehicles and Traffic.

f. GHMC Title 12 – Streets and Sidewalks.

g. GHMC Title 13 – Water and Sewers.

h. GHMC Title 15 – Buildings and Construction.

i. GHMC Title 16 – Subdivision.

j. GHMC Title 17 – Zoning.

k. GHMC Title 19 – Administration of Development

Regulations:

l. The City of Gig Harbor Comprehensive Plan.

m. The City of Gig Harbor Shoreline Master Program.

n. The City's Six Year Road Program.

o. The City's Comprehensive Water Plan.

p. The City's Comprehensive Sewer Plan.

q. Chapter 18.08 GHMC – Critical Areas.

r. Chapter 18.10 GHMC – Flood Hazard Construction

Standards

r. City of Gig Harbor Public Works Standards.

s. City of Gig Harbor Storm Water Management Ordinance.

t. City of Gig Harbor Concurrency Ordinance.

4. The City establishes the following additional policies:

a. Schools. In order to ensure that adequate school facilities are available to serve new growth and development and to ensure that

new growth and development provides mitigation for direct impacts on school facilities identified by the school district as a consequence of proposed development, the City may impose school mitigation fees, all as provided in RCW 82.02.020.

b. Police. In order to ensure that the City's acceptable level of service for police response is not diminished as a result of new growth and development and to ensure that new growth and development provides mitigation for the direct impacts on the City's Police Department that are identified by the City as a consequence of proposed development, the City may impose Police and Emergency Response mitigation fees, all as provided in RCW 82.02.020.

Section 23. Section 18.04.220 of the Gig Harbor Municipal Code is hereby repealed.

Section 24. Section 18.04.240 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.240 Notice/statute of limitations.

A. The city, applicant for, or proponent of an action may publish a notice of action pursuant to RCW 43.21C.080 for any action.

B. The form of the notice shall be substantially in the form provided by WAC 197-11-990. The notice shall be published by the City Clerk or County Auditor, applicant or proponent, pursuant to RCW 43.21C.080.

Section 25. Section 18.04.260 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.260 ~~Compliance with SEPA~~ Agency Compliance – Adoption by reference.

The city adopts the following sections of Chapter 197-11 WAC, as ~~new existing or hereinafter amended,~~ by reference, as supplemented in this chapter:

WAC

197-11-900 Purpose of this part.

197-11-902 Agency SEPA policies.

197-11-904 Agency SEPA procedures.

197-11-906 Content and consistency of agency procedures.

197-11-908 Critical areas.

197-11-910 Designation of responsible official.

197-11-912 Procedures of consulted agencies.

197-11-914 SEPA fees and costs.

197-11-916 Application to ongoing actions.

197-11-917 Relationship to chapter 197-10 WAC.

197-11-918 Lack of agency procedures.

- 197-11-920 Agencies with environmental expertise.
- 197-11-922 Lead agency rules.
- 197-11-924 Determination the lead agency.
- 197-11-926 Lead agency for governmental proposals.
- 197-11-928 Lead agency for public and private proposals.
- 197-11-930 Lead agency for private projects with one agency with jurisdiction.
- 197-11-932 Lead agency for private projects requiring licenses from more than one agency, when one of the agencies is a county/city.
- 197-11-934 Lead agency for private projects requiring licenses from a local agency, not a county/city, and one or more state agencies.
- 197-11-936 Lead agency for private projects requiring licenses from more than one state agency.
- 197-11-938 Lead agencies for specific proposals.
- 197-11-940 Transfer of lead agency status to a state agency.
- 197-11-942 Agreements on lead agency status.
- 197-11-944 Agreements on division of lead agency duties.
- 197-11-946 DOE resolution of lead agency disputes.
- 197-11-948 Assumption of lead agency status.

Section 26. Section 18.04.270 of the Gig Harbor Municipal Code is hereby repealed.

Section 27. Section 18.04.280 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.280 Fees.

The city shall require fees as provided for under ~~Chapter 3.30 GHMC~~ chapter 3.40 GHMC for its activities in accordance with the provisions of this chapter, as supplemented in this chapter.

Section 28. Section 18.04.290 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

18.04.290 Forms – Adoption by reference.

The city adopts the following forms and sections of ~~Chapter 197-11 WAC, as now existing or hereinafter amended,~~ by reference:

WAC

- 197-11-960 Environmental checklist.
- 197-11-965 Adoption notice.
- 197-11-970 Determination of nonsignificance (DNS).
- 197-11-980 Determination of significance and scoping notice (DS).
- 197-11-985 Notice of assumption of lead agency status.

197-11-990 Notice of action.

Section 29. Subsection 19.05.009(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.05.009 Notice of final decision.

* * *

B. In calculating the 120-day period for issuance of the notice of final decision, the following periods shall be excluded:

1. Any period during which the applicant has been requested by the director to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the director notifies the applicant of the need for additional information until the earlier of the date the director determines that the additional information provided satisfies the request for information, or 14 days after the date the additional information is provided to the city;

2. If the director determines that the information submitted is insufficient, the applicant shall be informed of the particular insufficiencies and the procedures set forth in subsection (B)(1) of this section for calculating the exclusion period shall apply;

3. Any period during which an environmental impact statement (EIS) is being prepared pursuant to Chapter 43.21C RCW and GHMC Title 18. The time period for preparation of an EIS shall be governed by GHMC 18.04.140(B) (C);

4. Any period for consideration and issuance of a decision for administrative appeals of project permits, which shall be not more than 90 days for open record appeals and 60 days for closed record appeals, unless a longer period is agreed to by the director and the applicant;

5. Any extension of time mutually agreed to by the director and the applicant.

* * *

Section 30. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be unconstitutional or invalid 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 31. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___th day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

FIRST READING:
DATE PASSED:
DATE OF PUBLICATION:
EFFECTIVE DATE:



Business of the City Council
City of Gig Harbor, WA

NB-4

Subject: First Reading of Ordinance
Gig Harbor Estates Map Amendment
(REZ 06-1361)

Proposed Council Action: Adopt ordinance
at this first reading, as allowed by Ordinance
1088.

Dept. Origin: Community Development Department

Prepared by: Cliff Johnson, Associate Planner

For Agenda of: September 10, 2007

Exhibits: Ordinance
Hearing Examiner's Decision
Aerial photo

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RBK 8/28/07

Approved as to form by City Atty: CAM 8/21/07

Approved by Finance Director: N/A

Approved by Department Head: [Signature] 8/10/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION/BACKGROUND

Gig Harbor Estates L.L.C. requested a site-specific rezone for the 19.32 acres Gig Harbor Estates site. The existing zoning map shows the site as 19.32 acres of PCD-Low Density Residential (RLD). However, the existing Comprehensive Plan designation for the site is RMD as a result of a 2006 Comprehensive Plan amendment. The requested site-specific rezone makes the land use designation and zoning district consistent. The site-specific rezone changes 19.32 acres of RLD zoning to RMD.

The City issued a Determination of Significance and Adoption of Existing Environmental Document (Adoption/DS) on March 21, 2007 adopting the City of Gig Harbor, 2005 Comprehensive Plan Amendments, Final Supplemental EIS. No appeals were filed and the Adoption/DS is final.

The Hearing Examiner (HE) held a public hearing on the site-specific rezone application on May 16, 2007. The HE approved the site-specific rezone with conditions on May 29, 2007. On June 12, 2007 an appeal of this decision was filed by the Canterwood Homeowners Association. On July 10, 2007 the Canterwood Homeowners Association withdrew its appeal. As there were no other appeals filed, the site-specific rezone decision is final. An ordinance is required to change the official zoning map to reflect the approved site-specific rezone.

POLICY CONSIDERATIONS

In 2006, the City Council approved a Comprehensive Plan amendment for the subject site, reconfiguring the existing PCD-RLD land use on the site to PCD-RMD. PCD-RMD zoning is the only zoning which can implement the PCD-RMD land use designation. This proposed rezone will make the zoning map consistent with the Comprehensive Plan.

FISCAL CONSIDERATION

There are no adverse fiscal impacts associated with this rezone.

BOARD OR COMMITTEE RECOMMENDATION

No board or committee was required to review this application.

RECOMMENDATION / MOTION

Move to: Adopt ordinance at this first reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING 19.32 ACRES OF RLD (PLANNED COMMUNITY DEVELOPMENT LOW DENSITY RESIDENTIAL) ZONING DISTRICT TO RMD (PLANNED COMMUNITY DEVELOPMENT MEDIUM DENSITY RESIDENTIAL) ZONING DISTRICT, LOCATED AT 4000 BORGEN BOULEVARD IN GIG HARBOR, WASHINGTON, ASSESSOR'S PARCEL NUMBER 0222303002 AND AMENDING THE OFFICIAL ZONING MAP TO BE CONSISTENT THEREWITH

WHEREAS, Gig Harbor Estates L.L.C., requested a rezone for the parcel located at 4000 Borgen Boulevard in Gig Harbor, Washington, Assessor's parcel number 0222303002; and

WHEREAS, the land use designations in the Comprehensive Plan of the subject site at 4000 Borgen Boulevard is PCD-RMD (Planned Community Development Medium Density Residential), which is a result of the 2005 Comprehensive Plan amendments; and

WHEREAS, RCW 36.70A.130(1)(b) requires consistency between comprehensive plans and development regulations; and

WHEREAS, the existing zoning district on the Official Zoning Map of the City for the subject site is RLD (Planned Community Development Low Density Residential); and

WHEREAS, Gig Harbor Estates L.L.C. requested to rezone 19.32 acres of RLD zoning on the subject parcel to RMD zoning to be consistent with the Comprehensive Land Use Map; and

WHEREAS, a SEPA threshold determination of Determination of Significance and Adoption of Existing Environmental Document (Adoption/DS) was issued on March 21, 2007 adopting the City of Gig Harbor, 2005 Comprehensive Plan Amendments, Final Supplemental EIS; and

WHEREAS, the SEPA threshold decision was not appealed; and

WHEREAS, the proposed rezone is a Type III action as defined in GHMC 19.01.003(B) for site-specific rezones; and

WHEREAS, A final decision for a Type III application shall be rendered by the Hearing Examiner as per GHMC 19.01.003(A); and

WHEREAS, a public hearing on the proposed rezone was held before the Hearing Examiner on May 16, 2007, at which time the Hearing Examiner heard public testimony on the rezone; and

WHEREAS, the Hearing Examiner approved the proposed rezone in her decision dated May 29, 2007; and

WHEREAS, the appeal period expired on June 12, 2007; and

WHEREAS, an appeal that was filed on June 12, 2007 was withdrawn on July 10, 2007; and

WHEREAS, no other appeals of the decision were filed; and

WHEREAS, rezones must be adopted by ordinance as per GHMC 17.100.070 under the provisions of Chapter 1.08 GHMC; and

WHEREAS, the City Community Development Director forwarded the site-specific rezone proposal to the Washington State Department of Community Development on March 21, 2007 pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on _____; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the first reading on _____; and

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

Section 1. The real property located at 4000 Borgen Boulevard in Gig Harbor, Washington, Assessor's parcel number 0222303002 and as shown on attached Exhibit "A", and legally defined as follows:

The East half of the Southeast Quarter of the Southwest Quarter of Section 30, Township 22 North, Range 2 East of the Willamette Meridian; except Borgen Boulevard deeded to the City of Gig Harbor through AFN 2000-07-13-0671; is hereby rezoned from RLD (Planned Community Development Low Density Residential) to RMD (Planned Community Development Medium Density Residential).

Section 2. The Community Development Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by Section 1.

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

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall

take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

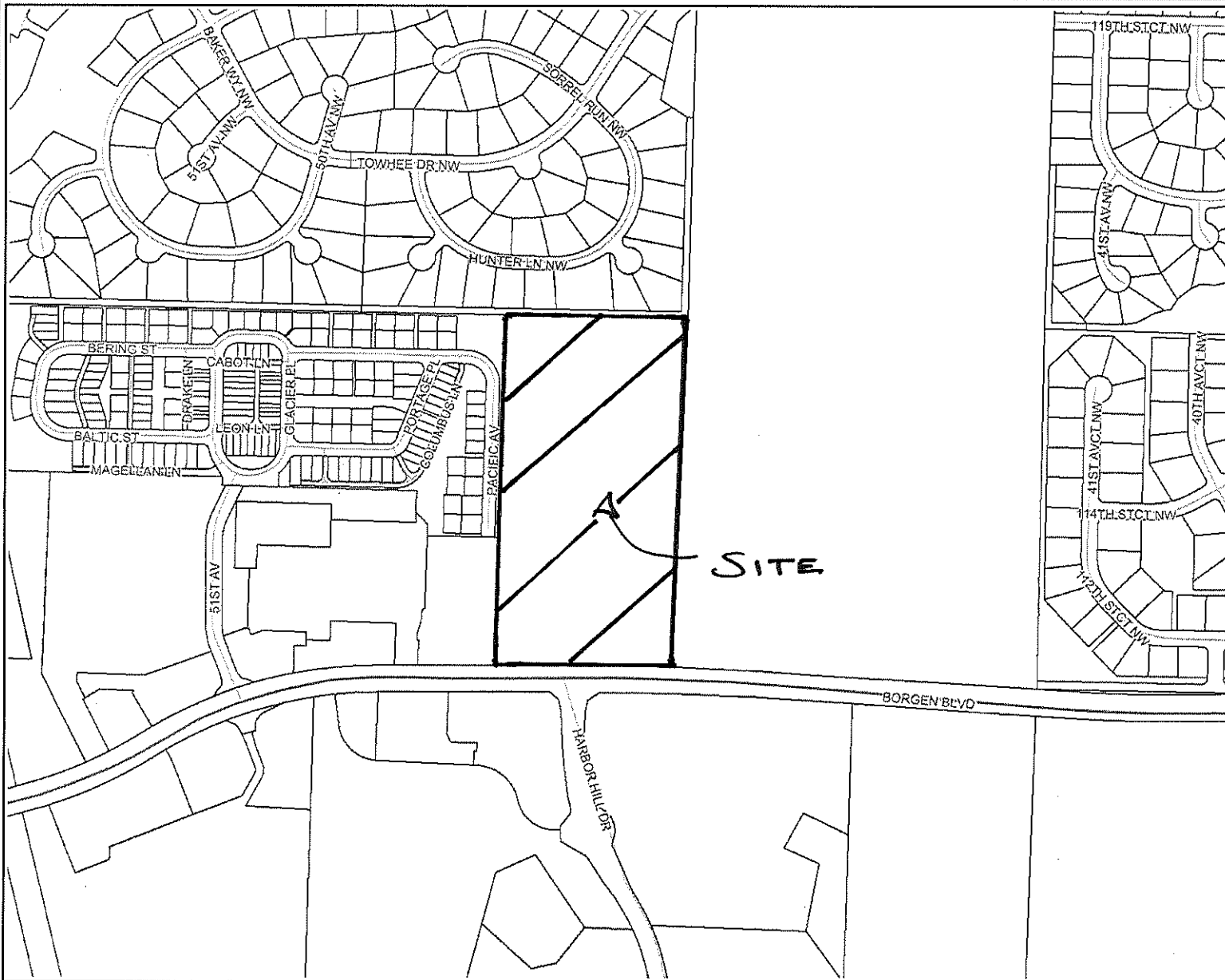
By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

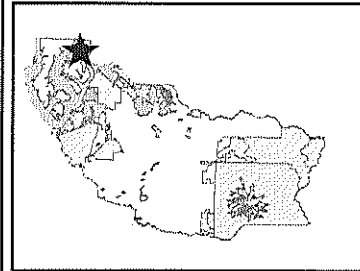
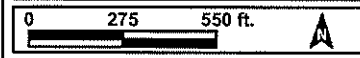
FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____

CountyView Web Map



Map Legend

- Tax Parcels
- Roads
- Interstate
- Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access



Printed: 8/23/07 2:31 PM



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS.. The County makes no warranty of fitness for a particular purpose.

EXHIBIT "A"

DECISION OF THE HEARING EXAMINER
CITY OF GIG HARBOR

In the Matter of the Application of

Gig Harbor LLC

REZ 06-1361 & SUB 05-1126

For a Rezone and Preliminary Plat
Approval

RECEIVED
CITY OF GIG HARBOR

MAY 10 2007

COMMUNITY
DEVELOPMENT

Background

Gig Harbor Estates, L.L.C., applied for a site-specific rezone from RLD to RMD and 120-lot subdivision for property in the 4000 block of Borgen Boulevard.

An open record public hearing was held on May 16, 2007. The exhibits listed at the end of this decision were admitted. The Community Development Department was represented by Cliff Johnson, Associate Planner, and the Applicant was represented by Carl Halsan, agent.

For the purpose of this decision, all section numbers refer to the Gig Harbor Municipal Code, unless otherwise indicated.

Based upon consideration of all the information in the record, including that presented at the public hearing, the following shall constitute the findings, conclusions and decision of the Hearing Examiner in this matter.

Findings

1. Gig Harbor Estates, L.L.C. ("Applicant") requested a site-specific rezone of 19.32 acres in the 4000 block of Borgen Boulevard, Assessor's Parcel No. 0222303002, from Planned Community Development Low Density Residential (RLD) district to Planned Community Development Medium Density Residential (RMD) district. In 2005, the Applicant applied for approval of a preliminary plat, the Gig Harbor Estates Subdivision, with 77 lots but then amended the application, after the Comprehensive Plan was amended, to subdivide the property into 126 lots, public and private roads, two storm water tracts, and a park. The plat has now been revised and proposes 120 lots. [Testimony of Halsan; Exhibit 1]
2. The subject site is on the north side of Borgen Boulevard and is zoned RLD. To the east is vacant land in RMD district, PCD-C zoned with an approved commercial site plan (Harbor Hill Business Park) to the south across Borgen, residential development zoned RMD and PCD-BP vacant land to the west, and the single-family developed Canterwood subdivision, a Master Planned Community, to the north in unincorporated Pierce County.

REZ 06-1361 & SUB 05-1126

3. The City Council amended the Comprehensive Plan in 2006 to designate the subject site Planned Community Development-Residential Medium. The Comprehensive Plan states that the intent of the designation is “to facilitate high quality affordable housing, a greater range of lifestyles and income levels; provides for the efficient delivery of public services and to increase residents’ accessibility to employment, transportation and shopping; and serves as a buffer and transition area between more intensively developed areas and lower density residential areas.” Comprehensive Plan, p.2-5. RMD is the only zoning that can implement the PCD-RMD designation.
4. The RLD zone allows density of four dwelling units per gross acre and RMD allows density of up to eight dwelling units with a minimum base of five dwelling units per acre.
5. The site has rolling hills sloping to the south toward Borgen Boulevard with slopes described variously as 5-15 percent [Exhibit 7] and 15-25 percent [Exhibit 1]. There are no critical areas on or adjacent to the site. The site is not located within the 100-year flood plain. [Exhibit 1 & 6]
6. Access to the site is available from Borgen Boulevard.
7. The City issued a SEPA Determination of Significance (DS) and Adoption of Existing Environmental Document City of Gig Harbor 2005 Comprehensive Plan Amendments Final Supplemental EIS dated 4/5/06 on March 21, 2007, for the rezone and a Mitigated Determination of Non-significance (MDNS) on March 28, 2007, for the preliminary plat. No appeals of the environmental determinations were filed during the respective appeal periods.
8. The Community Development Department (“Department”) issued an Administrative Decision finding on April 2, 2007 that with certain conditions the proposed preliminary plat would meet the applicable standards in the Design Manual. This decision was not appealed. The conditions addressed installation of tree protection fencing, fencing within the ponds, and measures to preserve trees within the perimeter buffer area. [Exhibit 18]
9. The 120 lots would range in size from 2,482 to 11,789 square feet for single-family residences, for an average density of 7.5 dwelling units per net acre. There would also be 16,964 square feet of park area.
10. The Applicant proposes development with single-family residences. The structures would provide setbacks that conform to the requirements of Section 17.99.290(A) for single family development in the RMD district. Building heights are not specified on the plat but would be limited to 45 feet per Section 17.21.040(B).
11. The preliminary plat provides a 25 ft. wide landscape buffer along the east perimeter and approximately one third of the western perimeter starting at the southern boundary. A 10 ft. wide buffer is shown on the remainder of the western boundary and along the northern boundary separating the subject property from the Canterwood subdivision. Though Section 17.21.040 in the RMD chapter refers to the requirements of Section 17.28.060, which requires a minimum 25-foot buffer along perimeters of a residential plat, it specifically provides that buffers adjacent to a

similar use or zone which includes a platted buffer of equal or greater width "shall" be reduced to 10 feet. No landscaped buffer is currently shown on the southern perimeter.

12. The Canterwood Homeowners Association and individual homeowners in the subdivision contend that the reduction in landscaped buffer does not apply because an RMD residential plat is not a similar use or zone to single-family development in the MPC (Master Planned Community) county zone. [Exhibits 19 & 23; Testimony of Callin, Tanner, Scott, Allen]

13. The preliminary plat shows that 10 of the 12 lots bordering the Canterwood subdivision would have a 25 ft. setback from the northern property line. The two corner lots would have less.

14. The long period for newly planted trees in the buffer to grow to a size that provides screening is a concern to the neighbors. [Testimony of Tanner]

15. The residences in the Canterwood subdivision are on lots approximately 2 acres in size. [Testimony of Allen]

16. There is also concern about retaining walls elevating the new residences above the property in the Canterwood subdivision. [Testimony of Tanner] The preliminary grading plans show retaining walls along the east and west boundaries. The maximum wall height would be less than 6 ft. [Testimony of Smith]

17. The subject property is in the City of Gig Harbor water service area. The City granted a Water Capacity Reservation Certificate for a total of 39,878 gallons per day which is sufficient for 126 single family residences. [Exhibit 11; Testimony of Langhelm] The City Engineer recommended a condition on the plat regarding payment of a water latecomers fee in accordance with the proposed Harbor Hill Water Tank and Mainline Extension Latecomer Agreement. [Exhibit 14]

18. The subject property is to be served by the City of Gig Harbor's sanitary sewer. The parcel is included in Basin C-2 of the planned sanitary sewer system. A Sewer Capacity Reservation Certificate for 29,106 gallons per day, enough for 126 single-family residences and one landscaping meter, was granted by the City. [Exhibit 13]

19. The Applicant proposes to connect to the City's storm water system via an existing storm sewer line that ultimately drains to a regional storm pond located to the south of the project, designed to accommodate drainage from the proposed plat. On-site, the stormwater from streets, sidewalks and driveways would be collected in catch basins connected by storm pipes which would carry it to the detention facilities on-site. The two facilities would provide detention and basic water quality treatment and be sized to meet City standards. The handling of roof and footing drainage has not been specified and must be addressed. Storm water treatment and development proposed for the site would be required to meet the requirements of the City's Stormwater Design Manual. [Exhibits 7, 13 & 14]

20. The Building Official/Fire Marshal reviewed the proposal and concluded that it appeared to provide fire hydrant locations in compliance with the requirements of IFC appendix C but recommended a condition to insure they are operational prior to combustible construction. The information was not sufficient to determine if fire

flow requirements are met so a condition to assure that is necessary. Provisions for fire access were found to be generally satisfactory but fire lane markings should be required for alleys and roads with less than 26 feet of drivable surface. [Exhibit 15]

21. The 2005 Comprehensive Plan Amendments Final Supplemental EIS (FSEIS) addressed transportation impacts expected from development of the subject site with 121 dwelling units. It recognized that the road system is out of capacity at key intersections in North Gig Harbor with development projects in the pipeline and currently committed improvements. [Exhibit 9, p. 48] The calculated trip generation for development of the subject site would be 122 PM peak hour trips, 47 more than would be generated by development allowed under the current zoning. The impact on design solutions in the NGH Traffic Mitigation Plan was deemed to be small, but because it would increase traffic, the SEIS said that the site should bear a proportionate responsibility for capacity improvements. [Exhibit 9, p. 62] A series of capacity and other improvements are detailed.

22. The FSEIS describes a necessary future roadway connection, L-3, to provide access east of the plat and north of and parallel to Borgen Boulevard. The City Engineer recommended that a condition requiring that the design of the plat accommodate providing that portion of L-3 that is located within the boundary of the plat, the access be dedicated, and the owner be responsible for construction L-3 in a manner that allows for a future roadway to connect to the plat from the east. [Exhibits 13 & 14]

23. A Development Agreement between the City and the Applicant was entered into on July 10, 2006, describing the manner and timing of the performance of mitigation described in the FSEIS and requiring the developer to pay for a share of the improvements described in that agreement. A Subsequent Agreement for Financial Contribution was executed on May 15, 2007, providing for the payment of \$15,939.25 as a condition of obtaining a residential building permit for a single-family home on each lot within the plat for transportation mitigation, subject to possible credit for reserve capacity now held. [Exhibit 22]

24. Notice of the proposed action and hearing on May 16th was published on April 25, 2007. A prior notice of the SEPA determination for the rezone indicated that the hearing would be held April 18th and caused some confusion. [Exhibit 23] Notice of the proposed action and new hearing date was mailed to property owners within 300 feet of the subject site and to interested persons on April 20, 2007 and posted on the site on May 2, 2007.

25. The Department of Ecology provided comment on appropriate measures to protect water quality. [Exhibit 16]

26. The site is served by a Pierce Transit route on Borgen Boulevard. Pierce Transit did not request that the Applicant provide any transit facilities or improvements.

27. The subdivision would be in the Peninsula School District. The District had no comment on the subdivision. Section 19.12.050(B) does require school impact fees be imposed on residential development which will serve to mitigate impact from the demand created by the new development.

28. The Applicant seeks modification of several of the conditions recommended by the Department. The Applicant asks that proposed condition No. 3 be revised to allow the temporary fencing installed to protect trees during construction remain until permanent fencing is installed as each home site is developed. The Department had no objection but directed the Applicant to the requirements for the temporary construction fencing to protect trees in Section 17.99.240. The Applicant would like proposed condition No. 9 to refer to the written agreement; the requirements of No. 11 to apply "to the extent not already completed"; and No. 13 to refer only to the Gig Harbor standards and Stormwater Design Manual because of conflicting requirements with the Department of Ecology's Stormwater Management Manual for Western Washington. City representatives agreed to the changes to No. 11 and No. 13. [Testimony of Halsan, Smith, Appleton]

29. Section 17.100.035 set out the criteria that must be satisfied for approval of a proposed amendment to the zoning district map:

- A. The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;
- B. The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;
- C. No substantial detrimental effect will be caused by the granting of the application for the amendment; and
- D. The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map.

30. The criteria that must be considered by the hearing examiner in reviewing a preliminary plat are listed in Section 16.05.003:

- A. Whether the preliminary plat conforms to Chapter 16.08GHMC, General requirements for subdivision approval;
- B. If appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- C. Whether the public interest will be served by the subdivision and dedication.

31. Section 17.14.020 is a land use matrix that identifies the uses permitted in each zoning district. Under "Uses" are listed single-family dwelling, duplex dwelling, triplex dwelling, fourplex dwelling, multifamily dwelling, and others. Single family dwelling uses are shown as permitted in R-1, RLD, R-2, RMD, RB-1, RB-2, B-1, PCD-C, WR, WM, WC, PCD-NB and MUD.

Conclusions

1. The Hearing Examiner has the authority to approve make site-specific rezones pursuant to Sections 17.100.010 and 19.01.003.
2. The Hearing Examiner has the authority to approve preliminary plats pursuant to Section 16.05.002.
3. The notice of public hearing provided complied with the requirements of Section 19.03.003.

REZONE

4. In amending the Comprehensive Plan to designate the site as Planned Community Development Residential Medium, the City Council determined that the site was intended for densities of 8 to 16 dwelling units per acre. The requested rezone would be consistent with the intent of the Comprehensive Plan designation and is necessary to implement the Comprehensive Plan.
5. The public health, safety and general welfare were considered by the City Council when it considered and passed the amendment to the Comprehensive Plan to provide for the denser development that will be allowed under the RMD zoning. Measures to mitigate the impacts of that increased density were imposed in the MDNS and have been proposed for the preliminary plat approval in the FSEIS. The Development Agreement and subsequent agreement for financial contribution aid in the implementation of the transportation mitigation. That the zoning district amendment bears a substantial relationship to the public health, safety and general welfare is clear.
6. The extensive mitigation required in earlier approvals and agreements and to be required in connection with the subdivision assure that the granting of the rezone will not cause substantial detrimental effect.
7. The amendment to the Comprehensive Plan to designate the site for RMD represents a material change in conditions warranting the rezone of the site to be consistent with, and implement, the designation.
8. The criteria for zoning district map amendment are satisfied and the rezone to RMD should be approved.

SUBDIVISION

9. The findings above show that the proposed subdivision is in conformity with the Comprehensive Plan and applicable zoning ordinance provisions. Though one witness addressed perceived inconsistencies with provisions of the Comprehensive Plan, the Examiner was unable to conclude there were inconsistencies.
10. The proposed park and landscape buffers, plus the two stormwater detention ponds, included in the plat provide adequate open space and park land. With the proposed conditions of approval, the subdivision makes appropriate provision for access, public streets, alleys, sidewalks, stormwater drainage, sanitary sewage, water and schools. Compliance with all City requirements and the conditions imposed on the subdivision assures that there are provisions for the public health and safety.


11. The desire for a full 25-foot buffer to separate the proposed subdivision from the neighboring subdivision is understandable. The use of "shall be reduced" in Section 17.21.040(B)(5) leaves the City no discretion to establish a greater requirement through conditions if the use and zones are "similar". The "use" proposed is single-family residential and, as shown in the Land Use Matrix, Section 17.14.020, remains that use across the zones. That greater density is allowed in other zones does not alter the use definition. That the legislative body used the word "similar" instead of "the same" is also instructive. The Examiner cannot conclude on this record that the zones are not similar.

12. Because the proposed plat is consistent with the intent of the Comprehensive Plan for the zone, conforms to Zoning Code standards, and it will meet Public Works Standards, it is concluded that the subdivision will serve the public interest.

Decision

The Rezone of the subject site from RLD to RMD is granted. The preliminary plat for a 120-lot subdivision is approved subject to the conditions listed in Appendix A.

Entered this 29th day of May, 2007.


Margaret Klöckars
Hearing Examiner

Concerning Further Review

Parties of record may appeal the decision of the hearing examiner on the site-specific rezone to the City Council by filing an appeal within 10 working days of the date of this decision. Please see Section 19.06.004 of the Gig Harbor Municipal Code for details.

There is no administrative appeal of the hearing examiner's decision on the preliminary plat. A request for reconsideration may be filed according to the procedures set forth in Ordinance No. 1073. If a request for reconsideration is filed, this may affect the deadline for filing judicial appeal (see Ord.1073 and Chapter 36.70c RCW). Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Parties of Record

Don Huber
Gig Harbor Estates, L.L.C.
PO Box 64160
Tacoma, WA 98464

Carl Halsan
PO Box 492

Gig Harbor, WA 98335

Cliff Johnson, Associate Planner
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Ann Callin
11609 Sorrel Run NW
Gig Harbor, WA 98332

Russell Tanner
4502 126th St. Ct. NW
Gig Harbor, WA 98332

William Scott
4506 N. Foxglove Dr. NW
Gig Harbor, WA 98332

Brandon Smith
5009 Pacific Hwy. E.

Fife, WA 98424

Doug Allen
11714 Hunter Lane NW
Gig Harbor, WA 98332

Eric Nelson
4423 Pt. Fosdick NW Suite 302
Gig Harbor, WA 98335

Canterwood Homeowners Association
4026 Canterwood Drive NW, Suite A
Gig Harbor, WA 98332

Exhibits Admitted

- 1) Staff Report by Cliff Johnson, Associate Planner, dated May 9, 2007
- 2) Preliminary Plat Application, received November 28, 2005
- 3) Design Review Application, received November 28, 2005
- 4) Rezone Application, received August 01, 2006
- 5) Preliminary plat plans, received April 30, 2007
- 6) Wetland Analysis Report, by Habitat Technologies, dated August 27, 2004
- 7) Preliminary Drainage and Erosion Control Report, by Brandon Smith, PE, PacWest Engineering, dated November 18, 2005
- 8) Borgen Subdivision Development Traffic Impact Analysis, by PacWest Engineering, dated June 2005
- 9) City of Gig Harbor 2005 Comprehensive Plan Amendments FSEIS, 4/5/06
- 10) Mitigated Determination of Nonsignificance, issued March 28, 2007
- 11) Determination of Significance and Adoption of Existing Environmental Document, dated March 21, 2007
- 12) SEPA comments from Emily Appleton, Senior Engineer, 1/18/07
- 13) SEPA Comments from Emily Appleton, Senior Engineer, 3/27/07 (including Resolution 667)
- 14) Preliminary Plat Comments from Emily Appleton, Senior Engineer, 3/4/07
- 15) Comments from Dick Bower, Building Official/Fire Marshal, 3/15/07
- 16) SEPA comments received by the Wash. St. Dept. of Ecology, 4/11/07
- 17) Affidavit of posting, dated May 2, 2007
- 18) DRB Administrative Decision by Eric Mendenhall, dated April 2, 2007
- 19) Letter from Canterwood Homeowners Association, dated April 24, 2007
- 20) SEPA checklist dated February 15, 2007 for the proposed rezone
- 21) SEPA checklist dated August 01, 2006 for the proposed preliminary plat
- 22) Staff Report-Supplement, dated 5/16/07
- 23) Letter from Russell Tanner received 5/16/07
- 24) Copy of small aerial photograph
- 25) Aerial Photograph

Appendix A

Conditions of Approval SUB 05-1126

1. A 25 foot landscaped buffer, per GHMC 17.78.060(B) shall be provided along the southern boundary of the plat, bordering Borgen Boulevard. Civil plans submitted for review shall include this buffer.
2. All perimeter landscaping buffers shall be vegetated to meet GHMC 17.78.060 standards, including the retention of all significant vegetation within the buffer and additional plantings as necessary to create a dense vegetative screen as defined under GHMC 17.78.060. A landscape plan shall be submitted with civil plans. This requirement shall be met prior to approval of the final plat.
3. Buffers shall be fenced to protect the buffer from the residential use of the plat. Protective barricade must be installed to protect significant vegetation to be retained prior to any grading. Permanent buffer fencing shall be installed prior to final inspection for each single family residence.
4. All public roads within the plat shall be designated as public and all alleys shall be labeled as private on the final plat drawings.
5. As shown on the preliminary plat design, the plat shall accommodate providing that portion of L-3 that is located within the boundary of the plat. The owner shall be responsible for constructing L-3 and the plat in a manner that allows for a future roadway to connect to the plat from the east in accordance with the City of Gig Harbor 2005 Comprehensive Plan Amendment FSEIS dated April 5, 2006.
6. The applicant shall provide information on how roof and footing drainage will be managed for the individual lots on civil plans.
7. The on-site water systems shall be designed and installed to provide the required flows as prescribed under IFC Appendix Chapter B.
8. Fire lane locations and details and their manner of marking demonstrating compliance with City standards shall be submitted prior to approval of the civil plans.
9. The applicant shall pay a water latecomers fee payment in accordance with the proposed Harbor Hill Water Tank and Mainline Extension Latecomer Agreement. The application for this agreement has been submitted by

OPG Properties, LLC, to the City of Gig Harbor City Engineer for review and submission to City Council. The proposed water latecomers fee payment for the Harbor Estates Plan site is estimated to be approximately \$190,000 according to the submitted latecomers agreement. Upon approval by City Council, the applicant shall pay the water latecomers fee in accordance with the latecomers agreement.

11. The applicant shall design and construct half width frontage improvements along Borgen Boulevard across the entire property frontage, to the extent not already completed. The improvements shall include curb, gutter, sidewalk, planter strip, and street lights in accordance with the City of Gig Harbor Public Works Standards and shall be completed prior to issuance of the first certificate of occupancy within the plat.
12. A final record drawing and a final record survey of the proposed development shall be provided after the City accepts the construction improvements shown on the civil plans but prior to the certificate of occupancy for any buildings located on the site.
13. The proposed water and sewer utility designs, stormwater facility designs, and roadway designs shall conform to the requirements of the City Public Works Standards and the City Stormwater Design Manual. These Standards also address specific City design requirements such as restoration of the City right of way and traffic control.
14. Erosion shall be controlled throughout the construction of the project per the approved plans, City Public Works Standards, and City Stormwater Design Manual.
15. City forces may remove any traffic control device constructed within the City right of way not approved by this division. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.
16. A road encroachment permit shall be acquired from the City prior to any construction within City right of way, including utility work, improvements to the curb, gutter, and sidewalk, roadway shoulders and ditches, and installation of culverts. All work within the City right of way shall conform to the City Standards. These standards address specific design requirements such as restoration of the City right of way and traffic control.
17. A stabilized construction entrance shall be installed prior to vehicles leaving the site. The City inspector shall determine the required length.

18. Permanent survey control monuments shall be placed to establish all public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. Permanent survey control monuments shall be installed in accordance with the City Standards. At completion, a record of survey shall be provided to the City.
19. Construction of required improvements shall comply with the terms of the "Development Agreement by and between the City of Gig Harbor and Harbor Estates LLC, for a Comprehensive Plan Amendment/Residential Subdivision," dated July 10, 2006, Resolution 677, passed by the Gig Harbor City Council on July 10, 2006.
20. This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.
21. Increased storm water runoff from the road(s), building, driveway and parking areas shall be retained/detained on site and shall not be directed to City infrastructure.
22. If private roadways are proposed then provisions shall be made for the roads and easements to be open at all times for emergency and public service vehicle use.
23. The final site plan shall note or delineate the following:
 - a. "WARNING: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described in this site."
 - b. "Where seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted."
 - c. Storage requirements for runoff from buildings and parking surfaces shall be shown on individual building lots, including drywell sizing or storm drain connection points.
 - d. "This site plan is subject to stormwater maintenance agreement recorded under Auditor's file number (enter AFN here)."
 - e. "Stormwater/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this site plan. No encroachment will be placed within the easements shown on the site plan that may

damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or it's heirs or assigns, as noted under the stormwater maintenance agreement for the site.”

24. Any dedication, donation or grant as shown on the face of the plat shall be considered to all intents and purposes as a quitclaim deed to the said donee(s) grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).
25. Since the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
26. Any dedication filed for record shall be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.

DECLARATION OF MAILING

I certify that on the 29th day of May 2007, I sent by first class mail, postage paid, a copy of the Decision in the matter of the Application of Gig Harbor LLC for a site-specific rezone and Preliminary Plat Approval to each of the following persons at the address listed.

Nancy Meyer
11606 Hunter Lane NW
Gig Harbor, WA 98332

Jean Webster
11610 Hunter Lane NW
Gig Harbor, WA 98332

Mary Stockton
11601 Sorrel Run NW
Gig Harbor, WA 983

Ann Callin
11609 Sorrell Run NW
Gig Harbor, WA 98332

Janet and Pete Fiones
11713 51st Ct. NW
Gig Harbor, WA 98332

Russell Tanner
4502 126th St. Ct. NW
Gig Harbor, WA 983

Bill Scott
4506 N. Foxglove Dr. NW
Gig Harbor, WA 98332

Doug Allen
11714 Hunter Lane NW
Gig Harbor, WA 98332

Jarrod Fauren
8120 Freedom Ln. NI
Lacey, WA 98516

Don Huber
Gig Harbor Estates LLC
PO Box 64160
Tacoma, WA 98464

Carl Halsan
PO Box 492
Gig Harbor, WA 98335

Cliff Johnson
City of Gig Harbor
3510 Grandview Stre
Gig Harbor, WA 983

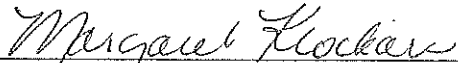
Eric Nelson
4423 Pt. Fosdick NW Ste. 302
Gig Harbor, WA 98335

Canterwood Homeowners Assn.
4026 Canterwood Dr. SW Ste. A
Gig Harbor, WA 98332

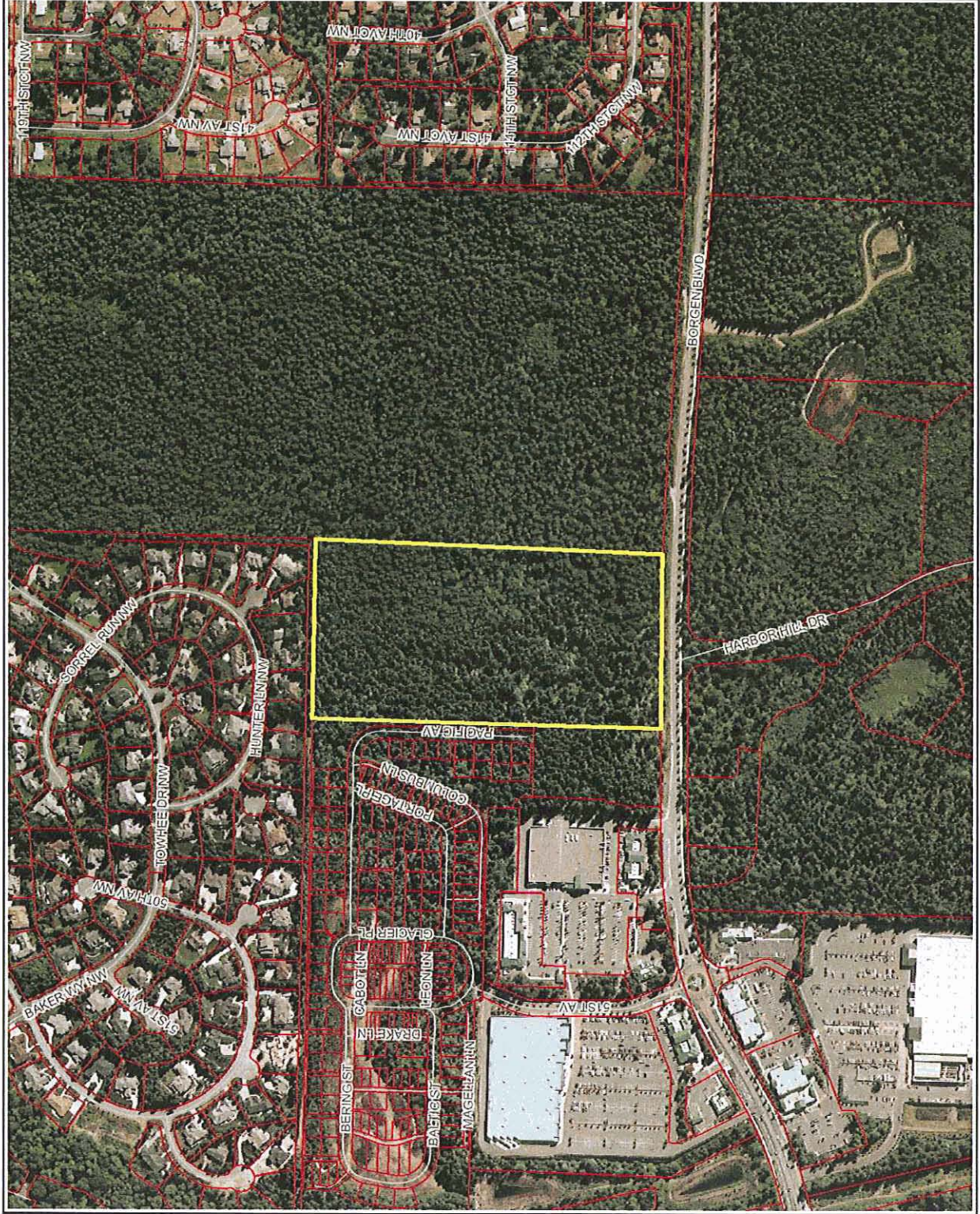
Brandon Smith
5009 Pacific Hwy E.
Fife, WA 98424

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 29th day of May 2007, at Seattle, Washington.


Margaret Klockars

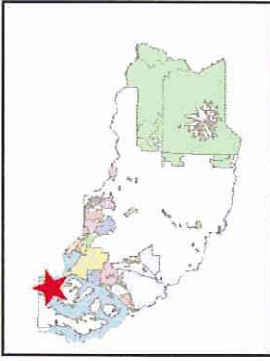
CountyView Web Map



Map Legend

- Highlighted Tax Parcels
- Tax Parcels
- Roads
- Interstate Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access

Orthos - 2005 - City of Gig Harbor



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The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Public Works Director Position

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Rob Karlinsey

Approve the Public Works Director position and authorize the City Administrator to recruit for and hire the position.

For Agenda of: September 10, 2007

Exhibits:

Initial & Date

Concurred by Mayor:

Approved by City Administrator: ROK 9/6/07

Approved as to form by City Atty: CAM 9/6/07

Approved by Finance Director: HR 9/7/07

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required <i>See fiscal note below.</i>	Budgeted	Required

INFORMATION / BACKGROUND

The City's Community Development Department encompasses the following functions: planning, building & fire safety, engineering/capital projects, and operations. It is proposed that the City's Community Development Department be re-organized. Under this proposal, the Community Development Director position would be replaced with a Public Works Director position that would oversee engineering and operations. A new Public Works Department would be formed, and the new Public Works Director would report directly to the City Administrator, as would the Planning Director and the Building Official. The Assistant City Clerk (Maureen Whitaker), now reporting to the Community Development Director, would report to the Public Works Director.

This organizational change is proposed for the following reasons:

- Over \$100 million in City-owned capital projects is projected over the next 5-7 years, and the City needs to organize itself accordingly. A Public Works director will be able to provide the higher-level engineering expertise needed for intergovernmental negotiations and collaboration.
- The new Public Works Director position will have a more focused span of control and will be able to spend more time tracking and managing public works-related issues than the current Community Development Director position whose span of responsibilities is much broader.
- The Public Works Director, with her/his engineering and capital projects expertise, will be an additional resource to assist and provide guidance to engineering and operations staff who will be managing the bulk of the capital projects.

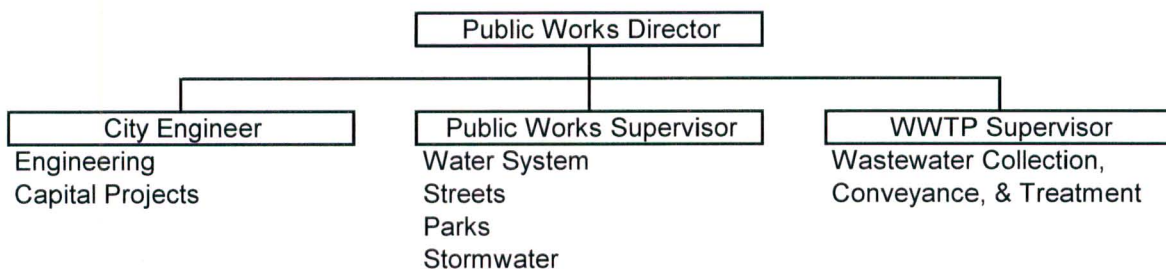
- Information flow will be improved by having the Building Official and the Planning Director report directly to the City Administrator. Rather than information being relayed through an intermediary, the flatter structure will allow the City Administrator to be closer to and more in tune with the operations and activities of the Building and Planning Departments.

Dave Brereton is currently serving as the Interim Community Development Director. If the Public Works position is approved, Dave Brereton will return to his Operations Director position once the Public Works Director position is filled.

The proposed 2007 salary range for the new Public Works Director position is \$6,714 to \$8,393 per month. This salary range is banded with the City's Police Chief salary range and is comparable to public works director salary ranges of cities with similar capital and operations budgets. This proposed salary range is also higher than the current Community Development Director range of \$6,596 to \$8,245 per month.

Proposed Assistant City Administrator Position

In addition to a new Public Works Director position, it is proposed that the City eventually, through attrition, eliminate the Director of Operations position and create an Assistant City Administrator (ACA) position that would report directly to the City Administrator. Doing so will result in a net increase of zero positions. Under this proposal, the current Public Works Supervisor (Marco Malich) would no longer report to a Director of Operations and would report directly to the Public Works Director, as would the City Engineer and Wastewater Treatment Plant Supervisor. The reporting relationships of the two administrative support positions currently reporting to the Operations Director can be determined when the Public Works Director comes on board. The organizational chart for the Public Works Department would look like this:



Discussions for adding the ACA position can take place during the 2008 budget discussions, and approval for the ACA position is not sought here in this proposed Council action.

If the ACA position were created, it would not formally oversee any departments, but the position would act on behalf of the City Administrator and serve as Acting City Administrator in the City Administrator's absence. The ACA would be a resource for many of the special projects that the Mayor and Council have requested. In addition, the ACA could take on some administrative tasks that deserve more attention than they are getting now. Examples of these special projects and administrative tasks are as follows:

1. Maritime Pier

2. Economic Development Plan and implementation, including a downtown business plan, short and long range tools, etc.
3. Strategic Visioning
4. Downtown Parking Strategy (both short and long term)
5. Gig Harbor North Visioning
6. Parks Capital Improvement Projects (currently the responsibility of the Operations Director)
7. Parks Planning, including Parks, Recreation, & Open Space (PROS) plans and Comprehensive Plan amendments
8. Parks Impact Fees
9. Unsewered Areas Strategy
10. Community Outreach
11. County/City SEPA Mitigation Sharing and/or Coordination
12. Affordable Housing
13. Low Impact Development
14. Intergovernmental Relations and Legislative Advocacy
15. City-wide Process Improvements and Performance Measurement
16. Human Resources process and policy improvements, including personnel policy updates, performance review process improvements, staff training and development program, new employee orientation program, total compensation studies, and labor relations.
17. Policy and Procedure updates. Currently the City has no formal, Council-adopted policies in place for some activities (travel/training, art policy, facility use policies, etc.). The new ACA would generate new policies where needed and update existing ones.
18. Special contracts and interlocal arrangements as they arise (recent examples include Boys & Girls Club, YMCA, Gig Harbor BoatShop, Harbor History easement, etc.).

As one can see, the above list is quite long and cannot be done by one person, at least not in a timely manner. Instead, the intent would be for the City Administrator and the Assistant City Administrator to share, "tag team", and/or divide the tasks among each other.

One of the main benefits of the proposed ACA position is that it would be an added resource to handle many of the special projects desired by Council. In addition, this ACA position would be able to represent the City on higher-level issues and negotiations. A proposed job description for the ACA position will be forthcoming as part of the budget process. The proposed salary range for the ACA would be the same as the Public Works Director and Police Chief.

FISCAL CONSIDERATION

Funds from the currently budgeted Community Development Director position will be used to fund the new Public Works Director position. The Public Works Director position's proposed salary range is \$148 per month higher than the current Community Development Director position. If the position were filled this year, the difference would be funded from salary savings from vacant positions. For 2008, the higher salary will be included in the Mayor's 2008 budget proposal.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the Public Works Director position and authorize the City Administrator to recruit for and hire the position.



City of Gig Harbor

POSITION DESCRIPTION

POSITION TITLE: PUBLIC WORKS DIRECTOR

REPORTS TO: CITY ADMINISTRATOR

GENERAL FUNCTIONS:

Plans, organizes, directs and manages a variety of functions of the Public Works Department which includes the functions of engineering services (development review and capital improvement projects) and public works operations (streets, parks, city buildings, water, wastewater, and storm water). Represents the City on legislative issues and inter-agency relations and negotiations.

Because of the small size of the City staff, each staff member is expected to perform a wide range of office and field duties as may be required from time to time. This is a working director and supervisor position, not a figurehead position. This is an FLSA-exempt position, not eligible for overtime compensation. The position serves at-will at the pleasure and discretion of the Mayor.

SUPERVISION:

Works under broad policy guidance and direction of the city administrator. The position requires a high degree of independent judgment, initiative and discretion.

ESSENTIAL JOB FUNCTIONS:

1. Leads, directs, and plans the operations of the Public Works Department and participates as a member of the City's executive management team.
2. Leads and directs the capital facilities current and long-range planning process, and coordinates with Planning, Finance, and other departments to ensure that capital facilities planning is incorporated in the City's appropriate planning and financial documents.
3. Leads public works-related community outreach efforts, including but not limited to community meetings and publications. Communicates effectively with citizens and civic groups on public works issues and activities. Interacts with the media on public works issues.
4. As a working public works director, oversees and assists with the reviewing of plans and project design; may perform field inspections on occasion; writes and reviews contracts; and performs other working duties required in an organization with a small number of staff and limited resources.

5. Represents the City on public works-related legislative issues and inter-agency relations/negotiations. Leads and ensures frequent and meaningful cooperation and communication with Washington State Department of Transportation.
6. Coordinates, plans, and negotiates with utility companies and regional/local utility service providers.
7. Aggressively and proactively applies for and obtains State, Federal, Local, and other agency approvals for infrastructure improvements, including but not limited to water rights, well construction, wastewater system expansion, and interchange improvements.
8. Provides directional leadership, guidance, and supervision to subordinates. Oversees departmental personnel practices and compliance with the City's personnel policies and collective bargaining agreements.
9. Proactively and assertively tracks the cost and progress of public works consultant contracts and construction projects of varying scopes. Holds staff and contractors accountable for meeting project objectives and deadlines. Provides unsolicited updates to the Mayor and City Administrator on operational issues and progress on projects.
10. Drafts and presents public works-related legislation and accompanying policy analysis for City Council and commission/committee consideration; attends and participates in public meetings.
11. Applies for grants and loans for capital improvements, and represents the City at the meetings required for these grants and loans.
12. Ensures City compliance with public works-related State and Federal regulations, such as the NPDES Phase II stormwater quality regulations and Commercial Drivers License Drug and Alcohol Testing requirements.
13. Directly oversees and is responsible for utility extension agreements, right-of-way vacations, and the City's concurrency management system.
14. Monitors and oversees fiscal operations of the department, including budget preparation.
15. Initiates new ideas for improving service delivery to the citizens, visitors, and businesses of Gig Harbor.
16. Serves on the emergency management team and will be called to serve in the emergency operations center during an emergency or disaster. May serve as a section chief.
17. Performs other duties as assigned.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

1. Municipal administration, intergovernmental relations and negotiations, and the principles and practices of management, supervision, and budgeting
2. City organization, operations, policies, and objectives
3. Utility planning and management
4. Principles and practices of leadership, employee supervision, discipline, and training
5. Interpersonal skills using tact, patience, and courtesy
6. Research techniques and procedures
7. Office practices, procedures, and equipment
8. Thorough knowledge of the principles and practices of civil engineering

Ability to:

1. Interact with the public in an effective, customer friendly manner and establish and maintain effective working relationships with subordinates, City staff, and other organizations
2. Lead
3. Show initiative and creativity
4. Treat others with respect regardless of their status or position

5. Generate new ideas and creatively solve problems
6. Get along with others and work as a member of a team
7. Foster collaborative group process and efficiently use resources
8. Work independently and make appropriate decisions regarding work methods and priorities
9. Maintain confidentiality
10. Demonstrate a strong sense of personal ethics along with a high degree of professional judgment and discretion
11. Research and analyze complex problems and develop, recommend, and implement sound solutions
12. Communicate effectively, both orally and in writing
13. Maintain records and prepare reports
14. Lead, direct, train, supervise and evaluate staff
15. Direct, plan, organize and oversee assigned work programs including monitoring work schedules, legal requirements and progress reviews
16. Manage a multitude of complex projects and tasks concurrently
17. Effectively interact with the citizenry
18. Meet schedules and legal time lines

MINIMUM QUALIFICATIONS:

Any equivalent combination of education and experience which provides the applicant with the knowledge, skills, and abilities required to perform the job. A typical way to obtain the required knowledge, skills, and abilities would be to have a bachelor's degree in Civil Engineering or a related field and six years of progressively responsible experience in a public works position. A master's degree in a related field, such as public or business administration, is a plus. Washington State Professional Engineer Certificate, within six (6) months after appointment to the position, is also required.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing, spreadsheet, email, and internet software. AutoCad, copier, fax, multi-line phone system, and calculator. Engineering and drafting instruments.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in both office and field settings. Hand-eye coordination is necessary to operate various pieces of office equipment. Position requires the ability to transport oneself to a variety of locations, primarily in and around Pierce County.

While performing the duties of this job, the employee is required to stand, walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is required to talk and hear. The employee must occasionally lift and/or move up to 15 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Duties are performed indoors and outdoors, both individually and as part of a work team. The work environment is fast-paced and moderately noisy. Attendance at night meetings is required, and meeting project deadlines may require working more than forty hours per week.

SPECIAL REQUIREMENTS:

Possession of, or ability to obtain, a valid Washington State Driver's license. Proper documentation to fulfill the requirements of the Immigration and Nationality Act within three (3) days of employment is a condition of employment with the City of Gig Harbor.



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing on 2007
Comprehensive Plan Amendment Docket

Proposed Council Action: Review and
consider the proposed 2007 Comprehensive
Plan amendments and make a decision on
which amendments will proceed through the
annual amendment process.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: September 10, 2007

Exhibits: Application materials for comprehensive
plan amendments; Memorandum from
Cosmopolitan Engineering Wastewater Treatment
Plant Capacity

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 9/6/07
Approved as to form by City Atty: [Signature] 9/6/07
Approved by Finance Director: N/A
Approved by Department Head: [Signature] 9/6/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

In May of this year, the City adopted a process for review of amendments to the
Comprehensive Plan. This process requires the Planning Division to docket all proposed
comprehensive plan amendments received in one Comprehensive Plan amendment cycle.
The City Council then reviews and considers all amendments included in the docket during a
public hearing before making a final decision on which amendments will proceed through the
annual amendment process. After review of the proposed amendments, the Council selects
which applications will be forwarded to the Planning Commission to be processed and which
applications will not be processed at this time. The Council's findings and conclusions on any
applications that will not be processed during this annual amendment cycle will be
incorporated into a resolution.

The 2007 Comprehensive Plan amendment cycle has five applications on the docket. Three
are requested by the City and two are from private developers. Below is a brief description of
each application on the docket and their current application status. Attached as exhibits are
the basic application materials for each application.

Application COMP-07-0002: Community Design Element Update

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor
Planning Commission and Design Review Board, would add a neighborhood design
section and map and a housing design section. The City of Gig Harbor Planning
Commission and Design Review Board propose adding the neighborhood design section

to recognize and retain the unique neighborhoods and design characteristics of the harbor. The new housing development section will provide a framework for developing and amending performance standards for new housing developments. This application was deemed complete on September 4, 2007.

Application COMP-07-0003: Transportation Element Update

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would update the element to be consistent with other agency comprehensive plans and fix internal inconsistencies. The Puget Sound Regional Council (PSRC) identified these inconsistencies in review of our previous Comprehensive Plan amendments. Addressing PSRC's comments will allow the PSRC to recommend full certification of our comprehensive plan. This application was deemed complete on September 4, 2007.

Application COMP-07-0004: Capital Facilities Element Update

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would update, revise and add to the City's list of Stormwater, water system, wastewater, parks and open space projects. This application was deemed complete on September 4, 2007.

Application COMP-07-0005: Gig Harbor Wastewater Comprehensive Plan Amendment to Sewer Basin C14

The proposed Comprehensive Plan amendment, requested by PacWest Engineering, would amend text and maps related to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan. This application was deemed incomplete on August 15, 2007. As of the date of this bill, the application was still incomplete.

Application COMP-07-0006: 3700 Grandview Street Comprehensive Land Use Map Amendment

The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 4.26 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation. This application was deemed complete on September 5, 2007.

POLICY ANALYSIS

A. Selection Criteria. Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

1. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and
2. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments. (GHMC 19.09.130)

The Council should also consider whether an application for a Comprehensive Plan amendment is complete. The municipal code states that the Council should consider all of the

amendments included in the docket that were submitted in time for review during the current calendar.

Finally, the Council should consider available sewer, water and transportation capacity when determining which applications should move forward in this year's process. The City's concurrency ordinance requires a capacity evaluation for a comprehensive plan amendment which, if approved, would increase the intensity or density of permitted development (GHMC 19.10.005). As a part of that evaluation, the City shall determine whether capacity is available to serve both the extent and density of development which would result from the amendment.

B. Staff Recommendations.

1. In the case of COMP-07-0005 (for the **WasteWater Comprehensive Plan Amendment Application**), the application is not yet complete. The code allows an applicant 15 days to provide the additional requested application material. The applicant was notified on August 15th of the need for more information and had until August 31st to provide the information. The code also states that those applications which are determined to be incomplete as of 45 days after the annual application deadline date will not be considered during the current annual review process. 45-days from this year's application deadline is September 29th, 2007. However, due to the late application deadline for this year, a SEPA threshold determination and transmittal to CTED for a 60-day comments period is required by September 26, 2007 in order for adoption of the amendments to occur in 2007.

Council should note that the City Engineer has scheduled an update to the City's Wastewater Comprehensive Plan in 2008, and that this update will include review of the text and map amendments proposed in this application. The City Engineer recommends that this particular amendment be processed with the update next year, and not in a piecemeal fashion.

2. In the case of COMP 07-0006 (**3700 Grandview Street Comprehensive Plan Amendment Application**), the applicant proposes to change the land use designation in the Comprehensive Plan for the property from a residential low (RL) to a residential medium (RM), which would increase the potential density and intensity of development. As a result, a capacity evaluation was performed.

As documented in the attached memorandum from Cosmopolitan Engineering Group (dated June 8, 2007) and their Phase 1 Wastewater Treatment Plant Improvements report (available for review in the Councilmember's office), the City's wastewater treatment plant is at its maximum capacity for the maximum month and peak day flows. Under this situation, the City does not have available sewer capacity to serve the extent and density of the development that could result from the residential medium (RM) designation as requested by application COMP-07-0006

The Staff recommends that this comprehensive plan amendment not be processed at this time, because of this new information relating to the lack of capacity in the City's Waste Water Treatment Plant. If this comprehensive plan amendment were to be approved, the property owner could immediately submit project permit applications (such as a rezone and other applications for development of the property), which could

not be approved without a sewer concurrency certificate. As the Waste Water Treatment Plant capacity problem is temporary, if the Council decided not to process the application now, this would not preclude the applicant from reapplying at a later date.

ENVIRONMENTAL ANALYSIS

SEPA review will occur after the Council decided which comprehensive plan amendment applications will be forwarded to the Planning Commission for further review.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None solicited. The Planning Commission will make a recommendation on those comprehensive plan amendment applications which the Council accepts and forwards to the Planning Commission for further processing.

RECOMMENDATION / MOTION

The City Council should review and consider the proposed 2007 Comprehensive Plan amendments and make decision on which amendments will proceed through the annual amendment process. The City Council should forward to the Planning Commission those applications which the Council would like processed in the 2007 cycle. For those applications which the Council does not want processed in the 2007 cycle, the Council should direct the staff to prepare resolutions for review at the September 24, 2007 Council meeting

**Application COMP-07-0002:
Community Design Element Update**

Amending Chapter 3 Community Design Element, adding neighborhood design and housing development policy sections (PL-ZONE-07-0002)

The City of Gig Harbor Planning Commission and Design Review Board propose adding a neighborhood design section and a housing development section to the Community Design Element of the City of Gig Harbor Comprehensive Plan.

- The neighborhood design section would add one new goal (3.9) with four policies (3.9.1 through 3.9.4) on page 3-6 of the Chapter 3. A corresponding neighborhood design area map would be added to Chapter 3.
- The housing development section would add two new goals (3.10 and 3.11) with six policies (3.10.1 through 3.11.3) after the new neighborhood design section on page 3-6 of the Chapter 3.
- Existing goals and policies, starting with existing goal 3.9, would be renumbered to allow the insertion of these two sections.

The City of Gig Harbor Planning Commission and Design Review Board propose adding the neighborhood design section to recognize and retain the unique neighborhoods and design characteristics of the harbor. The new housing development section will provide a framework for developing and amending performance standards for new housing developments. The Planning Commission and Design Review Board feel the current standards for new housing developments do not ensure adequate retention of natural conditions or ensure the creation of adequate housing amenities.

The Community Design Element of the Comprehensive plan seeks to assure that future development respects and enhances Gig Harbor's built and natural environment (Introduction, 3-1). Goal 2.2 asks that the City to define a pattern of urban development which is recognizable, provides an identity and reflects local values and opportunities. Goal 2.2.1(b) states that the City should emphasize and protect area differences in architecture, visual character and physical features which make each part of the urban form unique and valuable. The proposed amendments will further these goals by refining policies for the built form.

The Growth Management Act allows City's to include a Community Design Element in its comprehensive plan. The proposed amendment further refines the design goals and policies of the City of Gig Harbor.

Pierce County's County Wide Planning Policies do not specifically address neighborhood design or housing design policies outside of designated centers (the City of Gig Harbor is not a designated center); however, the creation of design policies and implementing design standards is not prohibited.

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COMMUNITY DEVELOPMENT DEPARTMENT

TO: GIG HARBOR PLANNING COMMISSION
FROM: JENNIFER KESTER, SENIOR PLANNER
SUBJECT: NEIGHBORHOOD DESIGN AND HOUSING DEVELOPMENT POLICIES
WORK-STUDY SESSION FOR PHASE 2 OF THE DESIGN REVIEW
PROCESS IMPROVEMENTS INITIATIVE
DATE: August 31, 2007

At the September 6, 2007 worksession, we will be reviewing the updated neighborhood design areas section as well as the new draft policies for housing developments (subdivisions). As the joint meeting of the City Council, Planning Commission and Design Review Board has been rescheduled for Monday, September 17, 2007, the commission and board should use some of the meeting time to discuss what issues should be discussed at that joint meeting. Enclosed for your consideration are the updated neighborhood design policies (the updated map will be available at the meeting), new housing development policies and an updated agenda. I have also updated the schedule below.

Phase 2 Schedule:

June 7th: Completed: The group agreed on Phase 2 steps and prioritized Phase 2 topics list.

June 21st: Completed: Listed design subareas and discussed key characteristics of each subarea

July 5th: Meeting cancelled; however, staff used this time for public notice of the hearing scheduled for July 19th.

July 19th: Completed: Public hearing on the subarea location and characteristics and Phase 2 topic list to solicit desires of the community. Work-study session on the policies for housing developments.

August 2nd: Completed: review of comments from hearing and discussion on subareas (neighborhoods).

August 16th: Completed: Review of neighborhood policies and map areas.

September 6th: Review of updated neighborhood policies and map areas. Review of draft housing policies.

September 17th: Joint meeting of the Council, Planning Commission and DRB.

September 20th: Continue work on neighborhood and housing policies.

September 27th: Finalize amendments to the Community Design Element.

October 18th: Public hearing on all 2007 Comprehensive Plan amendments. Recommend approval or denial of amendments to Council after public hearing.

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NEIGHBORHOOD DESIGN

Gig Harbor is composed of many neighborhoods which have developed over time their own design characteristics. As the City continues to grow through annexations and land development, these neighborhoods should be maintained to preserve the character of Gig Harbor.

GOAL 3.9: DEFINE NEIGHBORHOOD DESIGN AREAS

3.9.1. Design standards should recognize existing neighborhood characteristics.

3.9.2 Design standards should enhance and be compatible with existing neighborhood characteristics.

3.9.3. Neighborhood Design Areas

Neighborhood design areas are identified to serve as a basis for establishing or accommodating detailed design standards. The Comprehensive Plan defines eight (8) neighborhood design areas, which are shown on the Neighborhood Design Areas map:

a) View Basin

The view basin is the City's heritage. It was within the view basin that the Gig Harbor fishing village was born. Today the view basin is a vibrant mix of retail, restaurant, residential, maritime and community activities contained within the historic neighborhoods of the City. Pedestrian walkways link the historic areas of Finholm, Waterfront Millville, Downtown and Borgen's Corner which serve as neighborhood centers for the surrounding mixture of contemporary and historic homes.

b) Soundview (*changed from August 16, 2007*)

The Soundview neighborhood includes the residential and commercial areas around Soundview Drive, Kimball Drive and Reid Drive. The neighborhood serves as a gateway to historic Gig Harbor, providing scenic views of the Narrows, Colvos Passage, and Mt. Rainier. This mixed-use neighborhood sits above the Puget Sound with high bluffs dominating the shoreline. Multifamily buildings, single-family homes and low-intensity commercial and community services characterize this neighborhood.

c) Gig Harbor North

The Gig Harbor North neighborhood serves as a regional service area. The neighborhood is characterized with contemporary architecture, pedestrian and bicycle connections and retention of large natural areas. The neighborhood has considerable lands available which will allow the neighborhood to expand its office, industrial, medical, retail and residential uses.

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- d) Peacock Hill
The Peacock Hill residential neighborhood includes the residential areas along Peacock Hill Avenue and Canterwood Boulevard. The neighborhood is characterized by suburban density subdivisions of contemporary homes built around large trees and greenbelts.
- e) Rosedale/Hunt (*changed from August 16, 2007*)
The Rosedale/Hunt neighborhood includes the commercial and residential areas west of SR 16 and along Rosedale Street, Skansie Avenue (46th Avenue) and Hunt Street. The neighborhood is characterized by lower intensity commercial and industrial uses and community and school facilities surrounded by suburban density housing developments.
- f) Westside
The Westside neighborhood is located south of Hunt Street and west of SR 16. The business area in the vicinity of the Olympic Drive/Point Fosdick Drive interchange serves as the primary service area for the city. This area has a vibrant mix of destination retail, medical offices, neighborhood businesses, grocery stores, multiple-family housing and retirement communities. The area experiences heavy traffic and pedestrian connections are limited. Having developed over time, the architecture of the businesses is varied. Many of the businesses have developed with a significant number of existing trees being retained.

The Westside residential areas are characterized by suburban density subdivisions of contemporary homes built around large trees. Many homes in this area have territorial views.
- g) Industrial / Institutional (*changed from August 16, 2007*)
The Industrial / Institutional neighborhood includes the employment districts and public/institutional districts along Bujacich Road. The neighborhood is intended to meet the long term employment needs of the community and provide areas for large-scale essential public facilities. Design standards should reflect the functional needs of these type of industrial and government uses.
- h) Purdy
The Purdy neighborhood is characterized by residential uses, local services, retail businesses, public utilities and school facilities. As the gateway to the Key Peninsula, Purdy has enjoyed a unique identity in its relationship to Henderson Bay.

3.9.4. Each neighborhood has a common set of features which should be emphasized to varying degrees in order to affect the best possible course of new and renewal development. (*New from August 16, 2007*)

These features include but are not limited to:

- a) Trees and Topography

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- b) Trails and Parks
- c) Sidewalks and Circulation
- d) Parking and Building Orientation
- e) Historic Buildings and Uses
- f) Building to Building Relationships
- g) Housing Patterns
- h) Architectural Quality and Character

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SUBDIVISION (*Housing? Residential Development?*) DESIGN

GOAL 3.10: REFLECT GIG HARBOR'S NATURAL CONDITIONS IN NEW SUBDIVISION DESIGNS.

3.10.1. Incorporate existing vegetation into new subdivisions.

As much as possible, lot layout in new subdivisions should protect existing vegetation by clustering open space in order to protect not only trees, but the micro-climates which protect them. To be effective, a single cluster should be no less than 25% of the site area.

3.10.2. Include landscape buffers between new subdivisions and arterial/access roads.

Nursery-stock and existing vegetation should be used to buffer residential development from high-volume access roads.

3.10.3. Respect existing topography and minimize visual impact of site grading.

Existing topography should be maintained while still providing usable yards and open space. Retaining walls, when necessary, should be enhanced or screened to minimize their visual impact.

GOAL 3.11: ENSURE NEW SUBDIVISIONS PROVIDE AN INTERFACE BETWEEN PUBLIC AND PRIVATE ACTIVITIES.

3.11.1. Provide pedestrian connections.

Residential developments should provide pedestrian walkways which link all homes to neighboring uses.

3.11.2. Encourage on-street parking on both sides of new streets within residential development.

3.11.3. Encourage houses which engage the neighborhood. (*Old 3.1.4*)

House designs with clearly defined entrances are much more inviting than the intimidating appearance of the hidden entrance.

- a) Encourage front porches with well-defined entrances.
- b) Discourage designs which hide or obscure the front entry.
- c) Discourage designs which emphasize vehicular enclosure over human habitation. As much as possible, garages should appear as a secondary element in the design of structures.
- d) Encourage generous use of windows on house fronts. A solid/void ratio of 30 - 35% is ideal (e.g., 30% of wall surface in windows).

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**Application COMP-07-0003:
Transportation Element Update**



COMMUNITY DEVELOPMENT DEPARTMENT

August 15, 2007

City of Gig Harbor
Community Development Department
Planning Division
3510 Grandview Street
Gig Harbor, WA 98335

Attention: Tom Dolan, Planning Director

Re: 2006 Comprehensive Plan Amendment
Chapter 11, Transportation Element
Application Submittal – Text Amendment

Dear Mr. Dolan,

Please accept the enclosed application for the 2006 Comprehensive Plan Amendment for text changes in Chapter 11, Transportation Element. The application consists of the following completed documents:

- Application form
- Checklist for Comprehensive Plan Amendments
- Environmental Checklist (12 copies)
- Environmental Checklist Supplemental for Non-Project Actions (12 copies)

In addition, the following information is provided to accompany the application:

1. Name and address of the persons proposing the amendment: Stephen T. Misiurak, P.E., City Engineer and Emily Appleton, Senior Engineer for the City of Gig Harbor.
2. Twelve (12) copies of the environmental checklist are enclosed.
3. The applicable fee has been paid and the receipt is enclosed.
4. The purpose of the proposed amendment is to respond to comments provided to the City by the Puget Sound Regional Council (PSRC) so they will be able to recommend full certification of the City's Comprehensive Plan. A copy of a letter dated August 22, 2005 sent to the City of Gig Harbor from Yorick Stevens-Wajda in the Growth Management Planning section of PSRC is attached.
 - a. The proposed amendment is consistent with the Washington State Growth Management Act since addressing PSRC's comments will allow the City to receive full certification from the Growth Management

August 15, 2007
Mr. Tom Dolan, Planning Director
2006 Comprehensive Plan Amendment
Chapter 11, Transportation Element
Page 2 of 2

Planning section of PSRC which regulates growth management requirements for the region.

- b. The proposed amendment is consistent with adopted countywide planning policies as some of the proposed changes add goals to increase consistency with countywide planning policies.
- c. The proposed amendment furthers the purpose of the City's comprehensive plan since addressing PSRC's comments will allow the City to receive full certification from PSRC, a desired condition.
- d. The proposed amendment is internally consistent with the City's comprehensive plan, as well as other adopted City plans and codes, since it will revise information that was previously found to be internally inconsistent.
- e. Transportation concurrency requirements under chapter 19.10 GHMC are not applicable to the proposed amendment.
- f. Supplemental environmental review and/or critical areas review is not required for the proposed amendment.

Thank you for your attention to this important matter. Please let me know if additional information is required to process this application.

Sincerely,



Emily J. Appleton
Senior Engineer

Enclosures

August 22, 2005

Steve Osguthorpe
Planning & Building Manager
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

SUBJECT: Comments on the City of Gig Harbor's 2004 Comprehensive Plan amendments and draft certification action item for jurisdiction review

Dear Mr. Osguthorpe,

Thank you for sending the Puget Sound Regional Council the City of Gig Harbor's adopted 2004 Comprehensive Plan amendments, and thank you for incorporating many of the recommendations given in response to a review of the 2004 draft plan. As part of the Regional Council's Policy and Plan Review Process, Comprehensive Plans and Plan amendments are reviewed for conformity with state transportation planning requirements and consistency with Destination 2030, the adopted Metropolitan Transportation Plan and VISION 2020, the adopted Multicounty Planning Policies.

In this Plan update cycle, the City has done important work in terms of refining and improving the plan, and the City should be commended for this effort. However, we believe there are some issues that should be addressed before full certification can be recommended, and some issues that would be more appropriate to incorporate into the work program for the next scheduled plan update. As a result, Regional Council staff is recommending conditional certification of the City's 2004 amendments until the following issues are addressed:

- 1) Between the draft comprehensive plan version submitted to the regional council for review and comment on October 12, 2004 and the final plan adopted in December 2004, it appears that language establishing a level-of-service (LOS) standard for roadway segments and/or intersections outside of downtown was removed. The LOS standard had been referenced in three places in the draft document,¹ but is now only alluded to on page 30 of the transportation element.² It is unclear why this action was taken, but may have been an unintended product of the specific designation of LOS standards for downtown arterials. This omission should be corrected as soon as possible by adding an appropriate policy to the transportation element establishing the LOS standard for roadway segments and/or intersections outside of the downtown area (the current lack of a citywide LOS standard appears to invalidate the city's concurrency ordinance, which is inconsistent with GMA requirements).
- 2) To bring the transportation element into full compliance with the 1998 'Level of Service' bill³, the plan must reference the adopted level-of-service standards for state-owned transportation facilities, including SR-16 and SR-302. The level-of-service

¹ Page 8, "The City of Gig Harbor has adopted LOS D as a standard, but accepts a level of service of F in the downtown area where capacity improvements would severely impact the character of the area."; page 30, The city has a level of service goal of LOS D for intersections and arterials, except in the downtown core"; page 50, policy 4.2

"Establish LOS "D" as the City of Gig Harbor's level of service standard for all arterial segments and intersections."

² "The capacity analysis shows that most of the city's intersections will be able to meet the LOS D goal."

³ House Bill 1487

standard for SR-16, a designated Highway of Statewide Significance, is equivalent to LOS 'D', and is established by WSDOT. The level-of-service standard for SR-302, a Highway of Regional Significance (or non-HSS), is LOS 'C', and is adopted by the Puget Sound Regional Council. The incorporation of this information into section 5 of the transportation element would bring the plan into full conformity with this requirement.

In addition to the above issues, we have several comments that we would like to see added to the work program for the next scheduled comprehensive plan update:

- While updates to the transportation financing plan since review of the draft plan have been helpful, a more comprehensive review of the financing plan, especially revenue forecasts, would improve the plan. Table 6-2 in the transportation element, for example, should be reconciled with table 6-4, and some discussion given to the nature and sources of the expected grant revenue.
- Population and travel demand growth assumptions should be updated. Table 2-1 references an incorrect base year (1998) population for the Gig Harbor UGA, and does not appear to reflect new population allocations adopted by the Pierce County GMCC.
- An effort should be made to bring some of the policy themes expressed in Destination 2030, VISION 2020, and the Pierce County Countywide Planning Policies into the new policy section of the transportation element. Some examples include:
 - Giving high priority to maintenance and preservation of the transportation system over new construction (*Destination 2030 policies RT-8.3, 8.8*)
 - Promoting transportation investments that support transit and pedestrian-oriented land use patterns and provide alternatives to single-occupant automobile travel (*Destination 2030 policies RT-8.18, 8.19, 8.29, 8.33, 8.36*)

Please take this opportunity to review the above information and attached draft action item to the Growth Management and Transportation Policy Boards. We would offer two options for moving forward. The first option would be a delay in transmitting the 2004 amendments to our policy boards while you take the opportunity to address the issues of concern we have noted. This would allow us to go forward with a recommendation for full certification at a future date. The second option would be transmittal of the conditional certification recommendation at this time, with an understanding that the city would address the outstanding issues in its next plan update. If we have overlooked any overlooked anything in our review, or if any of these issues have been resolved since the plan was submitted, please let us know and we will revise our comments accordingly. We also welcome any other comments or input you may have, if possible before September 1st.

If you or your staff have any other questions or need additional information regarding the review of local plans or the certification process, please contact Rocky Piro at (206) 464-6360 or by email at rpiro@psrc.org, or myself at (206) 389-2158 or by email at ystevens@psrc.org. We look forward to continuing to work with you on the ongoing development of the City of Gig Harbor's Comprehensive Plan.

Sincerely,



Yorik Stevens-Wajda
Growth Management Planning

City of Gig Harbor
 2006 Comprehensive Plan Amendment, Chapter 11 - Transportation Element
 in response to PSRC Comments of 8-22-05

No.	PSRC Comment (summary from 8-22-05 letter to S.Osguthorpe)	Response	Complete?
1	Add a policy establishing the LOS Standard for roadway segments and/or intersections outside of the downtown area	Policy 11.4.1 establishing LOS Standards for intersections outside the downtown area was added in the 2005 Comp Plan Amendment. Please see Attachment 1.	Yes - 2005
2	Reference the adopted LOS standards for state-owned facilities (SR16 - LOS D by WSDOT and SR 302 - LOS C by PSRC)	Section 5: Delete paragraph on page 11-41 and add paragraph as indicated on Attachment 2.	
3	Reconcile Table 6-2 with table 6-4	Revise Table 6-2 as shown on Attachment 3.	
4	Update population and travel demand growth assumptions. Table 2-1 references an incorrect base year (1998) and doesn't incorporate new population allocations adopted by Pierce Co. GMCC.	Revise Table 2-1 as shown on Attachment 4.	AUG 31 2007
5	Add some policy themes from Destination 2030, VISION 2020 and Pierce Co. Countywide Planning Policies. (See letter dated 8-22-05)	Add GOAL 11.2.6: Promote transportation investments that support transit and pedestrian-oriented land use patterns and provide alternatives to single-occupant automobile travel. Add GOAL 11.3.5: Give high priority to maintenance and preservation of the transportation system over new construction. See Attachment 5.	

- Policy 11.1.1 Work with Pierce Transit to satisfy local travel needs within the planning area, particularly between residential areas, the downtown and major commercial areas along SR-16.
- Policy 11.2.2 Work with Pierce Transit to locate Pierce Transit Park and Ride lots in areas which are accessible to transit routes and local residential collectors, but which do not unnecessarily congest major collectors or arterial roads or SR-16 interchanges.
- Policy 11.2.3 Establish a multipurpose trails plan which provides designated routes for pedestrians and bicyclists.
- Policy 11.2.4 Designate routes around Gig Harbor Bay, within the Crescent and Donkey Creek corridors, from the Shoreline (north Gig Harbor) business district to Goodman school and into Gig Harbor North, from the downtown business district to Grandview Forest Park and other alignments which provide a unique environmental experience and/or viable options to single occupancy vehicles.
- Policy 11.2.5 The City should adopt and implement a program which increases public awareness to the city's transportation demand management strategies, including non-motorized transportation and increased use of local transit. Adopted strategies include a Transportation Demand Management Ordinance (Gig Harbor Ordinance #669).

GOAL 11.3: DESIGN AND CONSTRUCTION STANDARDS

Establish design construction standards which provide for visually distinct roadways while providing efficient and cost effective engineering design.

- Policy 11.3.1 Adopt and implement street construction standards which implement the goals and policies of the City of Gig Harbor Comprehensive Plan Design Element and the City Design Guidelines.
- Policy 11.3.2 Identify and classify major or significant boulevards & arterials.
- Policy 11.3.3 Provide for an efficient storm drainage system in road design which minimizes road pavement needed to achieve levels of service.
- Policy 11.3.4 Implement design standards which provide, where feasible, for a pleasing aesthetic quality to streetscapes and which provide increased pedestrian safety by separating sidewalks from the street edge.

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GOAL 11.4: LEVEL OF SERVICE STANDARDS

Policy 11.4.1 The City of Gig Harbor Level of Service Standard for intersections is LOS D, except for the following intersections identified in the Downtown Strategy Area

- Harborview Drive/North Harborview Drive

- Harborview Drive/Pioneer Way
- Harborview Drive/Stinson Avenue
- Harborview Drive/Rosedale
- North Harborview Drive/Peacock Hill
- Harborview/Soundview

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The above intersections may be allowed to operate a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

Policy 11.4.2 If funding for capacity projects falls short, the Land Use Element, LOS, and funding sources will be re-evaluated. Impact fees should be used to the extent possible under GMA to fund capacity project costs.

Policy 11.4.3 Level of service E will be acceptable at the SR 16 westbound ramp terminal roundabout intersection on Burnham Drive, provided that: (a) the acceptable delay at LOS E shall not exceed 80 seconds per vehicle as calculated per customary traffic engineering methods acceptable to the city engineer; and (b) this policy shall cease to have effect if a capital improvement project is added to the Transportation Improvement Program and is found by the City to be foreseeably completed within six years and to add sufficient capacity to the interchange and adjacent intersections so as to achieve a level of service of D or better upon its completion including the impacts of all then-approved developments that will add travel demand to the affected intersections.

Policy 11.4.4 When a proposed development would degrade a roadway or intersection LOS below the adopted threshold on a state highway, the roadway or intersection shall be considered deficient to support the development and traffic impact mitigation shall be required based on the recommendation of the City Engineer and consistent with the Washington State Highway System Plan Appendix G: Development Impacts Assessment.

Policy 11.4.5 The City shall maintain a current traffic model to facilitate the preparation of annual capacity reports and concurrency reviews.

GOAL 11.5: AIR QUALITY

The City should implement programs that help to meet and maintain federal and state clean air requirements, in addition to regional air quality policies.

Attachment 2

The City of Gig Harbor asserts that proposed improvements to state-owned facilities will be consistent with the Regional Transportation Plan (RTP) and the State Highway System Plan within Washington's Transportation Plan (WTP).

WSDOT has adopted an LOS Standard of D for SR16. PSRC has adopted a LOS Standard of C for SR302.

~~The City of Gig Harbor acknowledges that the concurrency requirement does not apply to transportation facilities and services of statewide significance in Pierce County.~~

WSDOT has several improvements planned in conjunction with the new Tacoma Narrows Bridge project, including a new interchange at 24th Street and 36th Street and SR16/Wollochet Drive ramp improvements. The increased capacity and access caused by the bridge construction will affect the Gig Harbor area transportation improvement needs and long-term growth and development in the area. Several major transportation improvements will be required within the City of Gig Harbor and neighboring Pierce County. These include:

- Hunt Street Pedestrian Overcrossing
- Crescent Valley Connector
- Hunt/Kimball Connector
- North-South Connector
- Expanded interchange at SR 16 Burnham Drive
- Added Access to SR 16 at 144th Avenue or similar location

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to be the only reliable source of transportation funds for the future. MVET and MVFT also provided funds for state and federal grants which are awarded competitively on a project-by-project basis and from developer contributions which are also usually targeted towards the developer's share of specific road improvements.

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Revenue Forecast

The projected revenues for Gig Harbor's recommended transportation capital improvements are shown in Table 6-2. According to these forecasts, approximately 32% of funding for transportation capital improvements for the next 20 years will come from LIDs, general funds and economic grants. Project-specific SEPA mitigation fees and City traffic impact fees will provide 32% of road capital funds. Additionally, approximately 36% will come from project-specific state and federal funding grants and taxes.

Table 6-2. Gig Harbor Transportation Revenue Forecast, 2000 to 2018

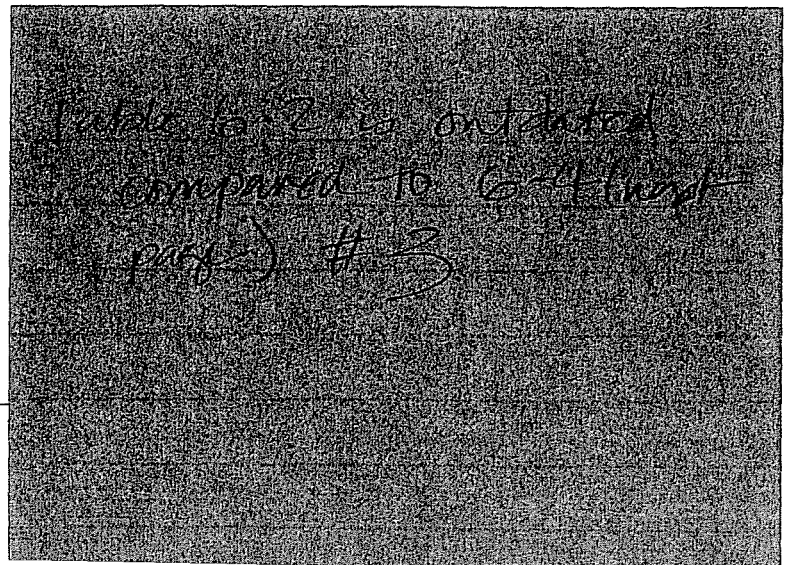
Funding Source	2004- 2006 Zero	Six-year 2004-2006	Percent	Twenty-year 2000-2018	Percent
MVFT ("gas tax")		\$400,000	8.7%	\$2,000,000	15.7%
State and federal grants		\$500,000*	10.80%	\$2,600,000*	20.5%
SEPA mitigation and Developer Contribution		\$2,000,000	43.5%	\$3,400,000	26.8%
City Traffic Impact Fees		\$100,000	2.2%	\$700,000	5.5%
Other funds (LIDs, general funds, economic grants, etc)		\$1,600,000	34.8%	\$844,000 \$4,000,000	31.5%
Totals		\$4,600,000	100.0%	\$12,700,000	100.00%

*Includes projected grants for projects whose completion would likely extend beyond 2006. \$12,844,000

Capital Costs for Recommended Improvements

As discussed in Section 4, there are several capacity-related improvements within the Gig Harbor UGA needed to achieve adequate levels of service by 2018.

The capacity-related improvements listed in Table 6-3 will be necessary to meet GMA level of service standards in 2018. Most of these projects have already been included in the City's current Six-Year Transportation Improvement Program, along with project-specific identified funding sources.



for the City's Comprehensive Land Use Plan. As specified by the Growth Management Act (GMA), a 20 year horizon was used in the process to produce traffic forecasts for 2018.

This is essentially the same process as was followed in the 1994 Comprehensive Plan Transportation Element. Table 2-1 below summarizes the population and employment growth assumptions that were used for the traffic forecasts.

2004 - 2024

Table 2-1. Growth Assumptions, 1998-2018

	Year	Population	Employment
2004	1998	6,900 7,000	5,230 5,500
2014	2006	14,560 15,000	7,700 8,000
2024	2018	21,370 23,000	10,900 12,000

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Methodology

The growth in population and employment in an area provides a basis for estimating the growth in travel. Population growth generally results in more trips produced by residents of homes in the area, and employment growth generally results in more trips attracted to offices, retail shops, schools, and other employment or activity centers. To estimate future traffic volumes resulting from growth, computerized travel demand models are commonly used. In areas where travel corridors are limited, growth factors applied to existing traffic counts can be also an effective approach to traffic forecasting.

A combined approach was used for the City of Gig Harbor. The Pierce County Transportation Plan computer model developed by KJS provided information on area wide growth and was used as a tool in assigning traffic to various roads and intersections. For growth data, the 1998 Draft Gig Harbor Comprehensive Plan Update (prepared by the Beckwith Consulting Group) was used. Traffic counts taken in 1996 and 1997 provided data on existing travel patterns.

Primary Sources of Information

The primary sources of information used to forecast travel demand in Gig Harbor and the surrounding Urban Growth Area (UGA) were the Pierce County Transportation Model, the Gig Harbor Comprehensive Plan Update, and the Gig Harbor Travel Demand Model.

Pierce County Transportation Model

KJS Associates developed a 2010 travel demand model for Pierce County as a part of the county's GMA Transportation Planning program (the model has since been updated by Pierce County). The Pierce County transportation model is based on the Puget Sound Regional Council's (PSRC) regional model covering King, Pierce, Snohomish and Kitsap Counties. The

Attachment 5

- Policy 11.5.1 The City's transportation system should conform to the federal and state Clean Air Acts by maintaining conformity with the Metropolitan Transportation Plan of the Puget Sound Regional Council and by following the requirements of WAC 173-420.
- Policy 11.5.2 The City should work with the Puget Sound Regional Council, Washington State Department of Transportation, Pierce Transit and neighboring jurisdictions in the development of transportation control measures and other transportation and air quality programs where warranted.

Policy 11.5.3: Promote transportation investments that support transit & pedestrian oriented land use patterns & provide alternatives to single-occupant automobile travel

Policy 11.5.4: Give high priority to maintenance and preservation of the transportation system over new construction.

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**Application COMP-07-0004:
Capital Facilities Element Update**

RECEIVED
CITY OF GIG HARBOR
AUG 30 2007
COMMUNITY
DEVELOPMENT

City of Gig Harbor Comprehensive Plan Amendment

The purpose of this Comp Plan Amendment, as proposed by the city of Gig Harbor, is to update, revise and add to the city's list of storm water system projects, water system projects, wastewater system projects, parks recreation and open space projects and transportation improvement projects. This amendment is consistent with the State of Washington's Growth Management Act and countywide planning policies in that it will improve city infrastructure and allow for greater density within the UGA boundary while seeking to protect, preserve and enhance fish and wildlife habitat.

The City of Gig Harbor in its comprehensive plan seeks to keep pace with population and commercial growth through the funding of capital improvements that manage and allow for growth to continue while still maintaining the city's distinct character. The city plans to invest in infrastructure that addresses the needs of the community as a whole. This proposed Comprehensive Plan Amendment addresses the needs of the city and surrounding community. It seeks to better serve the area's transportation needs through the improvement and expansion of existing infrastructure as well as the addition of new facilities, parks, street connections and services.

The Gig Harbor Municipal Code requirements as set forth in Chapter 19.10 are satisfied by this amendment as it improves transportation infrastructure and will allow for future capacity and sustainable development within the city UGA boundary. In addition to improving city infrastructure and services, several proposed projects also improve habitat and address environmental concerns. The wastewater treatment plan expansion will improve the city's ageing plant and extend the outfall pipe out of the harbor, improving the harbor's aquatic habitats and environment. The day-lighting of Donkey Creek will also improve the salmon habitat and estuary lands which are vital to many native species.

This proposed amendment to the city's comprehensive plan creates the framework for future capital facility improvements. These improvements will further enhance the quality of life within the city and its urban growth area while still protecting, improving and preserving vital environmental habitat for the future.

City of Gig Harbor

Comprehensive Plan Amendment

Capital Facilities Projects

Chapter 12

- Storm Water System Projects (Page 12-27 to 12-28)
- Water System Projects (Page 12-29 to 12-30)
- Wastewater System Projects (Pages 12-30 to 12-31)
- Parks, Recreation & Open Space Projects (Page 12-34 to 12-35)
- Transportation Improvement Projects (Pages 12-36 to 12-37)

Chapter 12

CAPITAL FACILITIES

INTRODUCTION

A Capital Facilities Plan is a required element under the State Growth Management Act, Section 36.70A.070 and it addresses the financing of capital facilities in the City of Gig Harbor and the adjacent urban growth area. It represents the City and community's policy plan for the financing of public facilities over the next twenty years and it includes a six-year financing plan for capital facilities. The policies and objectives in this plan are intended to guide public decisions on the use of capital funds. They will also be used to indirectly provide general guidance on private development decisions by providing a strategy of planned public capital expenditures.

The capital facilities element specifically evaluates the city's fiscal capability to provide public facilities necessary to support the other comprehensive plan elements. The capital facilities element includes:

- Inventory and Analysis
- Future Needs and Alternatives
- Six-Year Capital Improvement Plan
- Goals, Objectives and Policies
- Plan Implementation and Monitoring

Level of Service Standards

The Capital Facilities Element identifies a level of service (LOS) standard for public services that are dependent on specific facilities. Level of service establishes a minimum capacity of capital facilities that must be provided per unit of demand or other appropriate measure of need. These standards are then used to determine whether a need for capacity improvements currently exists and what improvements will be needed to maintain the policy levels of service under anticipated conditions over the life of the Comprehensive Plan. The projected levels of growth are identified in the Land Use and Housing Elements.

Major Capital Facilities Considerations and Goals

The Capital Facilities Element is the mechanism the city uses to coordinate its physical and fiscal planning. The element is a collaboration of various disciplines and interactions of city departments including public works, planning, finance and administration. The Capital Facilities Element serves as a method to help make choices among all of the possible projects and services that are demanded of the City. It is a basic tool that can help encourage rational decision-making rather than reaction to events as they occur.

The Capital Facilities Element promotes efficiency by requiring the local government to prioritize capital improvements for a longer period of time than the single budget year. Long range financial planning presents the opportunity to schedule capital projects so that the various steps in development logically follow one another respective to relative need, desirability and community benefit. In addition, the identification of adequate funding sources results in the prioritization of needs and allows the tradeoffs between funding sources to be evaluated explicitly. The Capital Facilities Plan will guide decision making to achieve the community goals as articulated in the Vision Statement of December, 1992.

INVENTORY AND ANALYSIS

The inventory provides information useful to the planning process. It also summarizes new capital improvement projects for the existing population, new capital improvement projects necessary to accommodate the growth projected through the year 2010 and the major repair, renovation or replacement of existing facilities.

Inventory of Existing Capital Facilities

Wastewater Facilities

Existing Capital Facilities

The City's waste-water treatment facility is located on five acres, west of Harborview Drive at its intersection with North Harborview Drive. The principal structure on the site consists of a 2,240 square feet building which houses the offices, testing lab and employee lunch room. The treatment facility consists of an activated sludge system which provides secondary level treatment of municipal sewage. After treatment, the effluent is discharged into Gig Harbor Bay via a submarine outfall pipe. The system was upgraded in 1996 to its present capacity of 1.6 MGD. The existing facility is currently operating at about 60 percent capacity. A proposed 3.8 MGD expansion of the treatment plant is anticipated to provide sufficient capacity through the 20-year planning horizon.

A 2003 report by the Cosmopolitan Engineering Group analyzed the operation, maintenance, and capacity problems at the treatment plant, including odor and noise complaints. The report proposed a number of phased system improvements that have been incorporated in the wastewater capital improvement program.

The existing collection system serves a population of 6,820 and includes approximately 141,000 feet of gravity pipe, the majority of which are PVC, 27,000 feet of force main, 13 lift stations. Detailed descriptions of the existing sewer system, including location and hydraulic capacities, are found in the Gig Harbor Wastewater Comprehensive Plan (2002).

The downtown portion of the collection system was constructed under ULID No.1 in the mid-1970's. ULID No. 2 was constructed in the late 1980's to serve areas to the South of Gig Harbor,

including portions of Soundview Drive, Harbor County Drive, Point Fosdick-Gig Harbor Drive, 56th Street NW, 32nd Avenue, and Harborview Drive. ULID No. 3 was constructed in the early 1990's to connect the Gig Harbor collection system to points north including portions of Burnham Drive NW and 58th Avenue NW.

In addition to sewer service within the Gig Harbor UGA, the City of Gig Harbor maintains a septic system for the Ray Nash Development, located about 5 miles west of the City. Ray Nash is a 12-unit development with an on-site septic system and pressurized drainfield. The City also maintains an on-site septic system for the Olympic Theater.

Forecast of Future Needs

In order to provide service to the urban growth area within 20 years, the City of Gig Harbor will need to extend its system into areas that currently do not have sewers. Collection system expansions will be financed by developer fees and/or utility local improvement districts (ULIDs), and maintained by the City. A conceptual plan for extending sewers into the unsewered parts of the city and urban growth area is included in the City's Wastewater Comprehensive Plan (2002). Individual basins in the unsewered areas were prioritized as 6-year or 20-year projects based on anticipated development.

The service area as configured in 1999 represented 2,270 equivalent residential units (ERUs). By 2019, this total is projected to reach 8,146 ERUs within the existing service area boundaries, with an additional 11,219 in the currently unsewered areas, for a system-wide total of 19,365 ERUs. Specific facilities improvements required to accommodate the short-term (6-year) and long-term (20-year) growth are listed in Table 12.5.

With completion of the proposed treatment plant expansion and other proposed system improvements, no significant capacity issues are anticipated through the 2022 planning horizon.

Water System

Existing Capital Facilities

The City's water system and service area are unique in that many residents within the City limits and the City's UGA receive water service from adjacent water purveyors. Over 6,300 of the 12,113 people (52%) within the City's UGA and over 500 people within the City limits receive water from water purveyors other than the City.

The City of Gig Harbor Water System was originally built in the late 1940's. The system has experienced considerable growth and served 1,391 connections and a service area population of 5,636 in 1999, including the Washington Corrections Center for Women and the Shore Acres Water System.

The City owns and draws water from six wells. The City's wells have a combined capacity of 2,705 gallons per minute (GPM) and are exclusively groundwater wells.

Table 12.1.- Summary of Existing Source Supply

Well No.	Date Drilled	Capacity (GPM)	Depth (Ft.)	Status
1	1949	N/A	320	Abandoned
2	1962	330	121	In Use
3	1978	625	920	In Use
4	1988	230	443	In Use
5	1990	500	818	In Use
6	1991	1,000	600	In Use
7	N/A	N/A	393	Class B Well
8	1965	20	240	In Use

Source: City of Gig Harbor Water Facilities Inventory (WFI) Report, 1998; DOE Water Right Certificates

The City also has five storage facilities with a combined capacity of 2,250,000 gallons as shown in Table 12.2. Additionally, 2.4 million gallon storage reservoir is in the planning stages. The tank will be privately constructed as a condition of a pre-annexation agreement for Gig Harbor North. Upon completion, the facility will be turned over to the City.

Table 12.2 - Summary of Existing Storage Facilities

Storage Facility	Associated with Well No.	Total Capacity (gallons)	Base Elevation (ft)	Overflow Elevation (ft)
East Tank	2	250,000	304	320
Harbor Heights Tanks ⁽¹⁾	4	500,000	290	320
Shurgard Tank	3	500,000	339	450
Skansie Tank	5 & 6	1,000,000	338	450
Total		2,250,000		

(1) There are two Harbor Heights tanks, each with a volume of 250,000 gallons.

Source: City of Gig Harbor Water System Comprehensive Plan

As with most municipalities, the City's water distribution system has developed continuously as demands and the customer base have grown. This evolution has created a distribution system comprised of pipes of various materials, sizes, and ages. The City's distribution system is comprised primarily of six-inch and eight-inch pipe. Ten-inch and twelve-inch pipes are located mostly at reservoir and pump outlets in order to maximize flows to the distribution system. There is also a 16-inch main along Skansie Avenue that serves the City maintenance shops and the Washington Correctional Center for Women facility in the Purdy area of the City's UGA. Approximately five percent of the system consists of four-inch pipe. The City is systematically replacing these undersized lines as budget allows. The City is also replacing older asbestos cement (AC) lines with ductile iron pipe as budget allows.

A detailed description of the existing water supply system may be found in the City of Gig Harbor Comprehensive Water System Plan (2001).

Forecast of Future Needs

The water use projections for the existing service area indicate an increase from 5,636 people in 2000 to 7,590 people in 2019. Projected populations for the City's new service area are estimated at an additional 4,650 people by 2019.

Analysis of the existing storage facilities indicates that the City can meet all of its storage needs through the 20-year planning horizon with existing facilities by nesting standby storage and fireflow storage. However, development in the Gig Harbor North area will require additional storage to supply future connections in this area. The City plans to construct a 500,000-gallon, ground-level steel tank near the existing maintenance shop on Skansie Avenue.

Planned improvements for the distribution system generally include AC pipe replacement and capacity upgrades to provide fireflow.

The City has recently been granted an additional water right of 1,000 gallons per minute, sufficient to serve about 2,547 additional equivalent residential units. With other planned water system improvements and programmatic measures, the City anticipates sufficient water supplies through 2019. Specific facilities improvements required to accommodate the short-term (6-year) and long-term (20-year) growth are listed in Table 12.5.

Parks and Recreation Facilities

Existing Facilities

The City has a number of public park facilities, providing a range of recreational opportunities. These facilities are listed in Table 12.3 and described in greater detail below.

Table 12.3. Existing Park Facilities

Facility	Size (Acres)	Location	Type of Recreation
City Park at Crescent Creek	5.8	Verhardson Street	Active; Park, athletic facilities, play fields Passive; picnic area
Jerisich Park	1.5	Rosedale Street at Harborview Drive	Moorage; water access; fishing
Grandview Forest Park	8.8	Grandview Drive	Passive; trail system
Old Ferry Landing	0.1	Harborview Drive, east end	Passive; view point

Facility	Size	Location	Type of Recreation
Borgen Property	0.96 acre	Located at the intersecting parcel defined by Austin Street, Harborview Drive and old Burnham Drive	Passive; historical, scenic, nature area
Wilkinson's Homestead	16.3	Rosedale Street	Passive; Historical, walking trail
Tallman's Wetlands	16.0	Wollochet Drive NW	Passive; Trails
	(Acres)		
WWTP (Wastewater Treatment Plant)	9.3	Burnham Drive	Passive; walking trails Active; (proposed) hike, bike and horse trails
Wheeler Street ROW end	0.4	Verhardson Street	Passive; beach access
Bogue Viewing Platform	0.4	North Harborview Drive	Passive; picnic area
Finholm Hillclimb	0.4	Fuller Street between Harbor Ride Middle School and the Northshore area.	Passive; walkway and viewing point
Dorotich Street ROW	0.4	West side of bay	Passive; Street End Park
Soundview Drive ROW end	0.4	West side of bay adjoining Tides Tavern	Passive; Public Access dock
Harborview Trail	1.4	Harborview Drive and North Harborview	Passive; bike and pedestrian trails
Bogue Building	0.04	3105 Judson	Passive; historical
Public Works/ Parks Yard	7.5	46 th Avenue NW	Passive; storage of parks equipment
Civic Center	10.0	Grandview Drive adjacent to Grandview Forest Park	Active; athletic fields, recreational courts, skatepark Passive; picnic area
Westside Park	5.5		Undeveloped -- athletic fields under consideration
Skansie Park	2.0	Rosedale Street at Harborview Drive	Passive

City Park - this 5.8 acre property is located on Vernhardson Street on the east side of Crescent Creek. The eastern portion of the former Peninsula School District site has been improved with athletic facilities including a tennis court, basketball court, and youth baseball/softball field.

The western portion of the site conserves the banks, wetlands, and other natural areas adjacent to Crescent Creek. This portion of the site has been improved with a playground structure, picnic tables, picnic shelter, restrooms, parking area and a pump house building.

Jerisich Park - this 1.5 acre waterfront property is located within the extended right-of-way of Rosedale Street NW on Harborview Drive adjacent to the downtown district. The site is the only publicly developed marine-oriented waterfront Access Park within Gig Harbor.

The waterfront site has been developed with a flagpole and monument along Harbor view Drive. Restrooms, picnic tables, and benches are provided on a 1,500 square foot pier supported deck overlooking in the harbor and adjacent marinas. The deck provides gangplanks access to a 352 foot long, 2,752 square foot pile supported fishing and boat moorage pier. The pier provides day-use boat moorage for 20 slips, access for kayaks and other hand-carry watercraft, and fishing.

The pier is used on a first –come basis to capacity, particularly during summer weekends.

Grandview Forest Park - Grandview Forest Park – this 8.8 acre site is located on Grandview Drive adjacent to the City Hall. The park site surrounds the city water storage towers on a hilltop overlooking the harbor and downtown district. The densely wooded site has been improved with bark- covered walking trails and paths that provide access to surrounding residential developments and the athletic fields located behind the school complex. The park is accessed by vehicle from Grandview Drive onto an informal graveled parking area located adjacent to the water storage tanks on an extension of McDonald Avenue.

Old Ferry Landing - this 1.0 acre site is located at the east end of Harborview Drive overlooking Point Defiance across the Narrows and Dalco passage. Portions of the original marine and ferry dock landing piles are visible from the end of the road right-of-way that extends into the tidelands.

Borgen Property – this recently acquired 0.96 acre property is located in the intersecting parcel defined by Austin Street, Harborview Drive, and Old Burnham Drive. The site includes the original wood structure that housed the Borgen lumber and hardware sales offices and displays, along with a number of out buildings and yard that stored lumber and other materials.

The site is bisected by Donkey (North) Creek – a perennial stream that provides salmonoid habitat including an on-going hatchery operation located on the north bank adjacent to Harborview Drive. Some of the lumber yard buildings and improvements extend into the buffer zone area that has recently been defined for salmon-bearing water corridors. Future plans for the property will need to restore an adequate natural buffer area along the creek while determining how best to establish an activity area on the site commensurate with the property’s strategic natural area, historical, and scenic.

Wilkinson’s Homestead - Wilkinson’s Homestead – this 16.3 acre site is located on Rosedale Street adjacent to Tacoma City Light powerlines. The site is being acquired from the heir of a previous property owner. The property contains large wetlands, steep hillsides under the powerline corridor, the family homestead, barn, outbuildings, former holly orchard, and meadows. The site is accessed from a driveway off Rosedale Street.

Tallman’s Wetlands - this 16.0 acre property is located on Wollochet Drive NW south of SR-16 and outside of existing city limits. The site contains significant wetlands that collects and filters stormwater runoff from the surrounding lands. This portion of the property will be conserved and provided with interpretive trails by the developer in accordance with the annexation agreement.

Wastewater Treatment Plant - the 9.3 acre wastewater treatment plant facility is located on the west side of Burnham Drive on North (Donkey) Creek. The property was recently expanded to provide a buffer between the plant and uphill portions of the creek.

A 33 acre portion of the expansion area may be developed to provide a trailhead connection to the overhead powerline property located parallel to SR-16. The powerline right-of-way could be

improved to provide access to a multipurpose system of hike, bike, and horseback riding trails in this portion of the urban growth area.

Wheeler Street Right-of-Way (ROW) End - this 0.4 acre road right-of-way is located at the north end of the bay adjacent Crescent Creek in a quiet residential neighborhood. The site provides beach access.

Bogue Viewing Platform - this 0.4 acre harbor overlook is located on waterfront side of North Harborview Drive north of the intersection with Burnham Drive. The site has been improved with a pier supported, multilevel wood deck, picnic tables, benches, and planting. A sanitary sewer pump station is located with the park.

Finholm Hillelimb - this 0.4 acre road right-of-way is located in Fuller Street extending between Harbor Ridge Middle School and the North shore business district. A wooden stairway system with overlook platforms, viewing areas, and benches has been developed between Franklin and Harborview Drive as a joint effort involving the Lions Club, volunteers and city materials.

Dorotich Street (ROW) - this 0.4 acre road right-of-way is located on the west side of the bay adjoining residential condominiums and some commercial waterfront facilities. A private access dock has been developed at Arabella's Landing Marina that serves as the street-end park.

Soundview Drive ROW - - this 0.4 acre road right-of-way is located on the Westside of the bay adjoining Tides Tavern (the former Westside Grocery). The present and former owners maintain and provide a public access dock on the right-of-way for use of tavern patrons.

Harborview Trail - this 1.4 mile trail corridor is located within the public street right-of-way of Harborview Drive and North Harborview Drive. Additional road width was constructed (between curbs) to provide for painted on-road bike lanes on both sides of the roadway around the west and north shores of the harbor from Soundview Drive to Vernhardson/96th Street NW and City Park.

Curb gutters, sidewalks, and occasional planting and seating areas have been developed on both sides of the roadway from Soundview Drive to Peacock Hill Road. Sidewalks have also been extended on Soundview Drive, Pioneer Way, Rosedale Street, Austin Street adjacent to North (Donkey) Creek, and Burnham Drive will include provisions for pedestrians and bicyclists. Limited improvements have been constructed on Peacock Hill.

Bogue Building - this 0.4 acre property and 1, 800 square foot building is located adjacent to old City Hall on Judson Street within the downtown district. The one-story, wood frame building was previously used by the Gig Harbor Planning and Building Department and is now a volunteer center.

Public Works / Parks Yard - the 7.5 acre Public Works Yard is located north of Gig Harbor High School just west of 46th Street NW. The shop compound includes 3 buildings that provide 4,760 square feet, 2,304 square feet, and 1,800 square feet or 8,864 square feet in total of shop

and storage space. Approximately 3,000 square feet of building or 0.52 acres of the site are used to store park equipment, materials, and plantings.

Civic Center - this 10.0 acre site is located on Grandview Drive adjacent to Grandview Forest Park. The site currently contains City offices, multi-use athletic fields, playground, recreational courts, a skateboard court, a boulder rock climbing wall, and wooded picnic area.

Forecast of Future Needs

The City has adopted a level of service for community parks of 7.1 gross acres of general open space and 1.5 gross acres of active recreational area per 1,000 residents. According to the parks inventory conducted for the Park, Recreation, and Open Space Plan, the City had about 54 acres of public open space (passive recreation) and about 16 acres of active recreation facilities in 2001. Using the 2000 Census population figure, the City met its level of service standards at that time.

Table 12.4. Recreational Facilities and Level of Service

Type of Facility	LOS Standard (Acres/1,000)	2001 Need (Acres)	2001 Actual (Acres)	2022 Need (Acres)	Additional Acreage
Open Space:	7.1	46	53.6	76.7	23.1
Active Recreation:	1.5	9.7	15.8	16.2	0.40
Total:		55.7	69.4	92.9	23.5

Alternative level of service standards, such as those recommended by the National Recreation and Park Association (NRPA) are compared to the City’s current service levels in the Park, Recreation, and Open Space Plan. The NRPA standards provide a finer level of measurement for specialized function facilities relative to the population size. This can provide an additional planning tool to ensure that all segments of the community are served according to their needs.

In addition to City-owned facilities, residents of the greater Gig Harbor community have access to facilities owned and operated by others. These include facilities associated with the Peninsula School District schools in and around the City, Pierce County’s Peninsula Recreation Center and Randall Street Boat Launch, Tacoma’s Madrona Links public golf course, and various private parks, including Canterwod Golf Course, sporting facilities, marinas, and boat landings. According to the Park, Recreation and Open Space Plan, all public and private agencies, and other public and private organizations owned 963.4 acres or about 80.3 acres for every 1,000 persons living within the City and its urban growth area in 2000. Therefore, while the City’s level of service standards provides a guide for ensuring a minimum provision of park and recreation land, the actual capacity of all such facilities is significantly higher.

Proposed parks capital facility improvements are listed on Table 12.5

Stormwater Facilities

Existing Facilities

The City of Gig Harbor is divided into six major drainage basins that drain the urban growth area. These are North/Donkey Creek, Gig Harbor, Bitter/Garr/Wollochet Creek, Gooch/McCormick Creek, Crescent Creek, and the Puget Sound. These basins drain to Gig Harbor, Wollochet Bay, and Henderson Bay. The storm drainage collection and conveyance system consists of typical components such as curb inlets, catch basins, piping ranging from 8-inch to 48-inch, open ditches, natural streams, wetlands, ponds, and stormwater detention and water quality ponds.

Level of Service

The role of federal, state, and local stormwater regulations is to provide minimum standards for the drainage and discharge of stormwater runoff. Specifically, the goal of these regulations is to reduce the damaging effects of increased runoff volumes to the natural environment as the land surface changes and to remove pollutants in the runoff.

Through the Clean Water Act and other legislation at the federal level, the states have been delegated the authority to implement rules and regulations that meet the goals of this legislation. The states, subsequently, have delegated some of this authority to the local agencies. The local agencies, in turn, enact development regulations to enforce the rules sent down by the state. Therefore, the level of service is represented by the regulations adopted and enforced by the City. The City of Gig Harbor has adopted the 1997 Kitsap County Stormwater Management Design Manual as the City of Gig Harbor Stormwater Management Design Manual. The manual outlines water quantity design criteria, water quality controls, erosion and sediment control practices, and site development.

Forecast of Future Needs

The development of stormwater facilities is largely driven by developer improvements, although the City provides oversight and system upgrades to remedy capacity issues. Proposed storm and surface water capital facility improvements are listed on Table 12.5.

CAPITAL FACILITIES PROGRAM

A Capital Facilities Program (CFP) is a six-year plan for capital improvements that are supportive of the City's population and economic base as well as near-term (within six years) growth. Capital facilities are funded through several funding sources which can consist of a combination of local, state and federal tax revenues.

The Capital Facilities Program works in concert generally with the land-use element. In essence, the land use plan establishes the "community vision" while the capital facilities plan provides for

the essential resources to attain that vision. An important linkage exists between the capital facilities plan, land-use and transportation elements of the plan. A variation (change) in one element (i.e. a change in land use or housing density) would significantly affect the other plan elements, particularly the capital facilities plan. It is this dynamic linkage that requires all elements of the plan to be internally consistent. Internal consistency of the plan's elements imparts a degree of control (checks and balances) for the successful implementation of the Comprehensive Plan. This is the concurrence mechanism that makes the plan work as intended.

The first year of the Capital Facilities Program will be converted to the annual capital budget, while the remaining five year program will provide long-term planning. It is important to note that only the expenditures and appropriations in the annual budget are binding financial commitments. Projections for the remaining five years are not binding and the capital projects recommended for future development may be altered or not developed due to cost or changed conditions and circumstances.

Definition of Capital Improvement

The Capital Facilities Element is concerned with needed improvements which are of relatively large scale, are generally non-recurring high cost and which may require financing over several years. The list of improvements is limited to major components in order to analyze development trends and impacts at a level of detail which is both manageable and reasonably accurate.

Smaller scale improvements of less than \$25,000 are addressed in the annual budget as they occur over time. For the purposes of capital facility planning, capital improvements are major projects, activities or maintenance, costing over \$25,000 and requiring the expenditure of public funds over and above annual operating expenses. They have a useful life of over ten years and result in an addition to the city's fixed assets and/or extend the life of the existing infrastructure. Capital improvements do not include items such as equipment or "rolling stock" or projects, activities or maintenance which cost less than \$25,000 or which regularly are not part of capital improvements.

Capital improvements may include the design, engineering, permitting and the environmental analysis of a capital project. Land acquisition, construction, major maintenance, site improvements, energy conservation projects, landscaping, initial furnishings and equipment may also be included.

Capital Facilities Needs Projections

The City Departments of Operations and Engineering, Planning-Building, Finance and Administration have identified various capital improvements and projects based upon recent surveys and planning programs authorized by the Gig Harbor City Council. Suggested revenue sources were also considered and compiled.

Currently, five capital facilities plans have been completed:

City of Gig Harbor Water System Comprehensive Plan – Volumes 1 & 2 (June 2001), as amended by ordinance

City of Gig Harbor Wastewater Comprehensive Plan (February, 2002), as amended by ordinance.

City of Gig Harbor Wastewater Treatment Plan Improvements Engineering Report (April 2003)

City of Gig Harbor Stormwater Comprehensive Plan (February, 2001), as amended by ordinance

City of Gig Harbor Park, Recreation & Open Space Plan (March 2001), as amended by ordinance

All the plans identify current system configurations and capacities and proposed financing for improvements, and are adopted by reference as part of this Comprehensive Plan.

Prioritization of Projected Needs

The identified capital improvement needs listed were developed by the City Community Development Director, Finance Director, and the City Administrator. The following criteria were applied informally in developing the final listing of proposed projects:

Economics

- Potential for Financing
- Impact on Future Operating Budgets
- Benefit to Economy and Tax Base

Service Consideration

- Safety, Health and Welfare
- Environmental Impact
- Effect on Service Quality

Feasibility

- Legal Mandates
- Citizen Support
- 1992 Community Vision Survey

Consistency

- Goals and Objectives in Other Elements
- Linkage to Other Planned Projects
- Plans of Other Jurisdictions

Cost Estimates for Projected Needs

The majority of the cost estimates in this element are presented in 2000 dollars and were derived from various federal and state documents, published cost estimates, records of past expenditures and information from various private contractors.

FUTURE NEEDS AND ALTERNATIVES

The Capital Facility Plan for the City of Gig Harbor is developed based upon the following analysis:

- Current Revenue Sources
- Financial Resources
- Capital Facilities Policies
- Method for Addressing Shortfalls

Current Revenue Sources

The major sources of revenue for the City's major funds are as follows:

Fund	Source	Projected 2004 \$
General Fund	Sales tax	\$3,862,000 (60%)
	Utility tax	\$944,000 (14%)
	Property tax	\$337,000 (5%)
Street Fund- Operations	Property tax	\$1,010,000 (80%)
Water Operating Fund	Customer charges	\$34,000
Sewer Operating Fund	Customer charges	\$1,498,000
Storm Drainage Fund	Customer charges	\$400,000

Financial Resources

In order to ensure that the city is using the most effective means of collecting revenue, the city inventoried the various sources of funding currently available. Financial regulations and available mechanisms are subject to change. Additionally, changing market conditions influence the city's choice of financial mechanism. The following list of sources include all major financial resources available and is not limited to those sources which are currently in use or which would be used in the six-year schedule of improvements. The list includes the following categories:

- Debt Financing
- Local Levies
- Local Non-Levy Financing
- State Grants and Loans
- Federal Grants and Loans

Debt Financing Method

Short-Term Borrowing: Utilization of short-term financing through local banks is a means to finance the high-cost of capital improvements.

Revenue Bonds: Bonds can be financed directly by those benefiting from the capital improvement. Revenue obtained from these bonds is used to finance publicly-owned facilities, such as new or expanded water systems or improvement to the waste water treatment facility. The debt is retired using charges collected from the users of these facilities. In this respect, the capital project is self supporting. Interest rates tend to be higher than for general obligation bonds and the issuance of the bonds may be approved by voter referendum.

General Obligation Bonds: These are bonds which are backed by the value of the property within the jurisdiction. Voter-approved bonds increase property tax rate and dedicate the increased revenue to repay bondholders. Councilmanic bonds do not increase taxes and are repaid with general revenues. Revenue may be used for new capital facilities or maintenance and operations at an existing facility. Revenue may be used for new capital facilities or the maintenance and operations at existing facilities. These bonds should be used for projects that benefit the City as a whole.

Local Multi-Purpose Levies

Ad Valorem Property Taxes: The tax rate is in mills (1/10 cent per dollar of taxable value). The maximum rate is \$3.60 per \$1,000 assessed valuation. In 2004, the City's tax rate is \$1.4522 per \$1,000 assessed valuation. The City is prohibited from raising its levy more than one percent or the rate of inflation, whichever is lower. A temporary or permanent excess levy may be assessed with voter approval. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Business and Occupation (B and O) Tax: This is a tax of no more that 0.2% of the gross value of business activity on the gross or net income of a business. Assessment increases require voter approval. The City does not currently use a B and O tax. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Local Option Sales Tax: The city has levied the maximum of tax of 1%. Local governments that levy the second 0.5% may participate in a sales tax equalization fund. Assessment of this option requires voter approval. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Utility Tax: This is a tax on the gross receipts of electric, gas, telephone, cable TV, water/sewer, and stormwater utilities. Local discretion up to 6% of gross receipts with voter approval required for an increase above this maximum. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Real Estate Excise Tax: The original 1/2% was authorized as an option to the sales tax for general purposes. An additional 1/4% was authorized for capital facilities, and the Growth Management Act authorized another 1/4% for capital facilities. Revenues must be used solely to finance new capital facilities or maintenance and operations at existing facilities, as specified in the plan. An additional option is available under RCW 82.46.070 for the acquisition and maintenance of conservation areas if approved by a majority of voters of the county.

Local Single-Purpose Levies

Emergency Medical Services Tax: Property tax levy of up to \$.50 per \$1,000 of assessed value for emergency medical services. Revenue may be used for new capital facilities or operation and maintenance of existing ones.

Motor Vehicle Fuel Tax: Tax is paid by gasoline distributors. Cities receive about 10.7 percent of motor vehicle fuel tax receipts. State shared revenue is distributed by the Department of Licensing. Revenues must be spent for streets, construction, maintenance or operation, the policing of local streets, or related activities.

Local Option Fuel Tax: A county-wide voter approved tax equivalent to 10% of statewide Motor Vehicle fuel tax and a special fuel tax of 2.3 cents per gallon. Revenue is distributed to the city on a weighted per capita basis. Revenues must be spent for city streets, construction, maintenance, operation policing of local streets or related activities.

Local Non-Levy Financing Mechanisms

Reserve Funds: Revenue that is accumulated in advance and earmarked for capital improvements. Sources of the funds can be surplus revenues, funds in depreciation revenues, or funds resulting from the sale of capital assets.

Fines, Forfeitures and Charges for Services: This includes various administrative fees and user charges for services and facilities operated by the jurisdiction. Examples are franchise fees, sales of public documents, property appraisal fees, fines, forfeitures, licenses, permits, income received as interest from various funds, sale of public property, rental income and private contributions to the jurisdiction. Revenue from these sources may be restricted in use.

User and Program Fees: These are fees or charges for using park and recreational facilities, sewer services, water services and surface drainage facilities. Fees may be based on a measure of usage on a flat rate or on design features. Revenues may be used for new capital facilities or maintenance and operation of existing facilities.

Street Utility Charges: A fee of up to 50% of actual costs of street construction, maintenance and operations may be charged to households. Owners or occupants of residential property are charged a fee per household that cannot exceed \$6.00 per month. The tax requires local

referendum. The fee charged to businesses is based on the number of employees and cannot exceed \$2.00 per employee per month. Both businesses and households must be charged. Revenue may be used for activities such as street lighting, traffic control devices, sidewalks, curbs, gutters, parking facilities and drainage facilities.

Special Assessment District: Special assessment districts are created to service entities completely or partially outside of the jurisdiction. Special assessments are levied against those who directly benefit from the new service or facility. The districts include Local Improvement Districts, Road Improvement Districts, Utility Improvement Districts and the collection of development fees. Funds must be used solely to finance the purpose for which the special assessment district was created.

Impact Fees: Impact fees are paid by new development based upon the development's impact to the delivery of services. Impact fees must be used for capital facilities needed by growth and not to correct current deficiencies in levels of service nor for operating expenses. These fees must be equitably allocated to the specific entities which will directly benefit from the capital improvement and the assessment levied must fairly reflect the true costs of these improvements. Impact fees may be imposed for public streets, parks, open space, recreational facilities, and school facilities.

State Grants and Loans

Public Works Trust Fund: Low interest loans to finance capital facility construction, public works emergency planning, and capital improvement planning. To apply for the loans the city must have a capital facilities plan in place and must be levying the original 1/4% real estate excise tax. Funds are distributed by the Department of Community Development. Loans for construction projects require matching funds generated only from local revenues or state shared entitlement revenues. Public works emergency planning loans are at 5% interest rate, and capital improvement planning loans are no interest loans, with a 25% match. Revenue may be used to finance new capital facilities, or maintenance and operations at existing facilities.

State Parks and Recreation Commission Grants: Grants for parks capital facilities acquisition and construction. They are distributed by the Parks and Recreation Commission to applicants with a 50% match requirement.

Arterial Improvement Program: AIP provides funds to improve mobility and safety. Funds are administered by the Transportation Improvement Board.

Transportation Partnership Program: TPP provides grants for mobility improvements.

Intermodal Surface Transportation Efficiency Act (ISTEA): ISTEA provides grants to public agencies for historic preservation, recreation, beautification, and environmental protection

projects related to transportation facilities. These enhancement grants are administered by the state Department of Transportation and regional transportation planning organizations (RTPOs).

Transportation Improvement Account: Revenue available for projects to alleviate and prevent traffic congestion caused by economic development or growth. Entitlement funds are distributed by the State Transportation Improvement Board with a 20% local match requirement. For cities with a population of less than 500 the entitlement requires only a 5% local match. Revenue may be used for capital facility projects that are multi-modal and involve more than one agency.

Centennial Clean Water Fund: Grants and loans for the design, acquisition, construction, and improvement of Water Pollution Control Facilities, and related activities to meet state and federal water pollution control requirements. Grants and loans distributed by the Department of Ecology with a 75%-25% matching share. Use of funds is limited to planning, design, and construction of Water Pollution Control Facilities, stormwater management, ground water protection, and related projects.

Water Pollution Control State Revolving Fund: Low interest loans and loan guarantees for water pollution control projects. Loans are distributed by the Department of Ecology. The applicant must show water quality need, have a facility plan for treatment works, and show a dedicated source of funding for repayment.

Federal Grants and Loans

Department of Health Water Systems Support: Grants for upgrading existing water systems, ensuring effective management, and achieving maximum conservation of safe drinking water. Grants are distributed by the state Department of Health through intergovernmental review and with a 60% local match requirement.

Capital Facility Strategies

In order to realistically project available revenues and expected expenditures on capital facilities, the city must consider all current policies that influence decisions about the funding mechanisms as well as policies affecting the city's obligation for public facilities. The most relevant of these are described below. These policies, along with the goals and policies articulated in the other elements, were the basis for the development of various funding scenarios.

Mechanisms to Provide Capital Facilities

Increase Local Government Appropriations: The city will investigate the impact of increasing current taxing rates, and will actively seek new revenue sources. In addition, on an annual basis, the city will review the implications of the current tax system as a whole.

Use of Uncommitted Resources: The city has developed and adopted its Six-Year capital

improvement schedules. With the exception of sewer facilities, however, projects have been identified on the 20-year project lists with uncommitted or unsecured resources.

Analysis of Debt Capacity: Generally, Washington state law permits a city to ensure a general obligation bonded debt equal to 3/4 of 1% of its property valuation without voter approval. By a 60% majority vote of its citizens, a city may assume an additional general obligation bonded debt of 1.7570% , bringing the total for general purposes up to 2.5% of the value of taxable property. The value of taxable property is defined by law as being equal to 100% of the value of assessed valuation. For the purpose of applying municipally-owned electric, water, or sewer service and with voter approval, a city may incur another general obligation bonded debt equal to 2.5% of the value of taxable property. With voter approval, cities may also incur an additional general obligation bonded debt equal to 2.5% of the value of taxable property for parks and open space. Thus, under state law, the maximum general obligation bonded debt which the city may incur cannot exceed 7.5% of the assessed property valuation.

Municipal revenue bonds are not subject to a limitation on the maximum amount of debt which can be incurred. These bonds have no effect on the city's tax revenues because they are repaid from revenues derived from the sale of service.

The City of Gig Harbor has used general obligation bonds and municipal revenue bonds very infrequently. Therefore, under state debt limitation, it has ample debt capacity to issue bonds for new capital improvement projects. However, the city does not currently have policies in place regarding the acceptable level of debt and how that debt will be measured. The city believes that further guidelines, beyond the state statutory limits on debt capacity, are needed to ensure effective use of debt financing. The city intends to develop such guidelines in the coming year. When the city is prepared to use debt financing more extensively, it will rely on these policies, the proposed method of repayment, and the market conditions at that time to determine the appropriateness of issuing bonds.

User Charges and Connection Fees: User charges are designed to recoup the costs of public facilities or services by charging those who benefit from such services. As a tool for affecting the pace and pattern of development, user fees may be designed to vary for the quantity and location of the service provided. Thus, charges could be greater for providing services further distances from urban areas.

Mandatory Dedications or Fees in Lieu of: The jurisdiction may require, as a condition of plat approval, that subdivision developers dedicate a certain portion of the land in the development to be used for public purposes, such as roads, parks, or schools. Dedication may be made to the local government or to a private group. When a subdivision is too small or because of topographical conditions a land dedication cannot reasonably be required, the jurisdiction may require the developer to pay an equivalent fee in lieu of dedication.

The provision of public services through subdivision dedications not only makes it more feasible to service the subdivision, but may make it more feasible to provide public facilities and services

to adjacent areas. This tool may be used to direct growth into certain areas.

Negotiated Agreement: An agreement whereby a developer studies the impact of development and proposes mitigation for the city's approval. These agreements rely on the expertise of the developer to assess the impacts and costs of development. Such agreements are enforceable by the jurisdiction. The negotiated agreement will require lower administrative and enforcement costs than impact fees.

Impact Fees: Impact fees may be used to affect the location and timing of infill development. Infill development usually occurs in areas with excess capacity of capital facilities. If the local government chooses not to recoup the costs of capital facilities in underutilized service areas then infill development may be encouraged by the absence of impact fees on development(s) proposed within such service areas.

Impact fees may be particularly useful for a small community which is facing rapid growth and whose new residents desire a higher level of service than the community has traditionally fostered and expected.

Obligation to Provide Capital Facilities

Coordination with Other Public Service Providers: Local goals and policies as described in the other comprehensive plan elements are used to guide the location and timing of development. However, many local decisions are influenced by state agencies and utilities that provide public facilities within the Urban Growth Area and the City of Gig Harbor. The planned capacity of public facilities operated by other jurisdictions must be considered when making development decisions. Coordination with other entities is essential not only for the location and timing of public services, but also in the financing of such services.

The city's plan for working with the natural gas, electric, and telecommunication providers is detailed in the Utilities Element. This plan includes policies for sharing information and a procedure for negotiating agreement for provision of new services in a timely manner.

Other public service providers such as school districts and private water providers are not addressed in the Utilities Element. However, the city's policy is to exchange information with these entities and to provide them with the assistance they need to ensure that public services are available and that the quality of the service is maintained.

Level of Service Standards: Level of service standards are an indicator of the extent or quality of service provided by a facility that are related to the operational characteristics of the facility. They are a summary of existing or desired public service conditions. The process of establishing level of service standards requires the city to make quality of service decisions explicit. The types of public services for which the city has adopted level of service standards will be improved to accommodate the impacts of development and maintain existing service in a timely

manner with new development.

Level of service standards will influence the timing and location of development, by clarifying which locations have excess capacity that may easily support new development, and by delaying new development until it is feasible to provide the needed public facilities. In addition, to avoid over-extending public facilities, the provision of public services may be phased over time to ensure that new development and projected public revenues keep pace with public planning. The city has adopted level of service standards for six public services. These standards are to be identified in Section V of this element.

Urban Growth Area Boundaries: The Urban Growth Area Boundary was selected in order to ensure that urban services will be available to all development. The location of the boundary was based on the following: environmental constraints, the concentrations of existing development, the existing infrastructure and services, and the location of prime agricultural lands. New and existing development requiring urban services will be located in the Urban Growth Area. Central sewer and water, drainage facilities, utilities, telecommunication lines, and local roads will be extended to development in these areas. The city is committed to serving development within this boundary at adopted level of service standards. Therefore, prior to approval of new development within the Urban Growth Area the city should review the six-year Capital Facilities Program and the plan in this element to ensure the financial resources exist to provide the services to support such new development.

Methods for Addressing Shortfalls

The city has identified options available for addressing shortfalls and how these options will be exercised. The city evaluates capital facility projects on an individual basis rather than a system-wide basis. This method involves lower administrative costs and can be employed in a timely manner. However, this method will not maximize the capital available for the system as a whole. In deciding how to address a particular shortfall the city will balance the equity and efficiency considerations associated with each of these options. When evaluation of a project identifies shortfall, the following options would be available:

- Increase revenue
- Decrease level of service
- Decrease the cost of a facility
- Decrease the demand for the public service or facility
- Reassess the land use assumptions in the Comprehensive Plan

SIX-YEAR CAPITAL FACILITY PLAN

In addition to the direct costs for capital improvements, this section analyzes cost for additional personnel and routine operation and maintenance activities. Although the capital facilities program does not include operating and maintenance costs, and such an analysis is not required

under the Growth Management Act, it is an important part of the long-term financial planning. The six-year capital facilities program for the City of Gig Harbor was based upon the following analysis:

- Financial Assumptions
- Projected Revenues
- Projected Expenditures
- Operating Expenses
- Future Needs

Financial Assumptions

The following assumptions about the future operating conditions in the city operations and market conditions were used in the development of the six-year capital facilities program:

1. The city will maintain its current fund accounting system to handle its financial affairs.
2. The cost of running local government will continue to increase due to inflation and other growth factors while revenues will also increase.
3. New revenue sources, including new taxes, may be necessary to maintain and improve city services and facilities.
4. Capital investment will be needed to maintain, repair and rehabilitate portions of the city's aging infrastructure and to accommodate growth anticipated over the next twenty years.
5. Public investment in capital facilities is the primary tool of local government to support and encourage economic growth.
6. A consistent and reliable revenue source to fund necessary capital expenditures is desirable.
7. A comprehensive approach to review, consider, and evaluate capital funding requests is needed to aid decision makers and the citizenry in understanding the capital needs of the city.

Capital improvements will be financed through the following funds:

- General Fund
- Capital Improvement Fund
- Transportation Improvement Fund
- Enterprise Funds

Projected Revenues

Tax Base

The City's tax base is projected to increase at a rate of 6% per year for the adjusted taxable value of the property, including new construction. The City's assessment ratio is projected to remain constant at 100%. Although this is important to the overall fiscal health of the city, capital improvements are funded primarily through non-tax resources.

Revenue by Fund

General Fund: The General Fund is the basic operating fund for the city. Ad valorem tax yields were projected using the current tax rate and the projected 10% annual rate of growth for the adjusted taxable value of the property. The General Fund is allocated a percent of the annual tax yield from ad valorem property values.

Capital Improvement Fund: In the City of Gig Harbor, the Capital Improvement Fund accounts for the proceeds of the second quarter percent of the locally-imposed real estate excise tax. Permitted uses are defined as "public works projects for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvements of streets, roads, highways, sidewalks street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvements of parks. These revenues are committed to annual debt service and expenditures from this account are expected to remain constant through the year 2000, based upon the existing debt structure. The revenues in this fund represent continued capture of a dedicated portion of the ad valorem revenues necessary to meet annual debt service obligations on outstanding general obligation bonds.

Transportation Improvement Fund: Expenditures from this account include direct annual outlays for capital improvement projects and debt service for revenue bonds. The revenues in this fund represent total receipts from state and local gas taxes. The projection estimates are based upon state projections for gasoline consumption, current state gas tax revenue sharing and continued utilization of local option gas taxes at current levels. This fund also includes state and federal grant monies dedicated to transportation improvements.

Enterprise Fund: The revenue in this fund is used for the annual capital and operating expenditures for services that are operated and financed similar to private business enterprises. The projected revenues depend upon the income from user charges, connection fees, bond issues, state or federal grants and carry-over reserves.

Operation and Maintenance Costs

In addition to the direct costs of providing new capital facilities, the city will also incur increases in annual operating and maintenance costs. These are recurring expenses associated with routine

operation of capital facilities. The anticipated increase in annual operating and maintenance costs associated with the new capital improvements and operation costs will initiate in the year following completion of the capital improvement

Operating costs are estimated by dividing the 1993 year expenditures for operation or maintenance by the number of units of output. This rate per unit of output is then used to calculate the estimated costs for operating and maintenance attributed to new capital improvements. The city has attempted to make various adjustments to the type and location of land use as well as adjustments in the timing and funding sources for financing capital improvements. The plan contained in this element represents a realistic projection of the city's funding capabilities and ensures that public services will be maintained at acceptable levels of service.

GOALS AND POLICIES

GOALS

12.1. Provide needed public facilities to all of the city residents in a manner which protects investments in existing facilities, which maximizes the use of existing facilities and which promote orderly and high quality urban growth.

12.2. Provide capital improvement to correct existing deficiencies, to replace worn out or obsolete facilities and to accommodate future growth, as indicated in the six-year schedule of improvements.

12.3. Future development should bear its fair-share of facility improvement costs necessitated by development in order to achieve and maintain the City's adopted level of standards and measurable objectives.

12.4. The City should manage its fiscal resources to support the provision of needed capital improvements for all developments.

12.5. The City should coordinate land use decisions and financial resources with a schedule of capital improvements to meet adopted level of service standards, measurable objectives and provide existing future facility needs.

12.6. The City should plan for the provision or extension of capital facilities in Shoreline Management Areas, consistent with the goals, policies and objectives of the City of Gig Harbor Shoreline Master Program.

POLICIES

12.1.1. Capital improvement projects identified for implementation and costing more than \$25,000 shall be included in the Six Year Schedule of Improvement of this element. Capital improvements costing less than \$25,000 should be reviewed for inclusion in the six-year capital improvement program and the annual capital budget.

12.1.2. Proposed capital improvement projects shall be evaluated and prioritized using the following guidelines as to whether the proposed action would:

- a. Be needed to correct existing deficiencies, replace needed facilities or to provide facilities required for future growth;
- b. Contribute to lessening or eliminating a public hazard;
- c. Contribute to minimizing or eliminating any existing condition of public facility capacity deficits;
- d. Be financially feasible;
- e. Conform with future land uses and needs based upon projected growth;
- f. Generate public facility demands that exceed capacity increase in the six-year schedule of improvements;
- g. Have a detrimental impact on the local budget.

12.1.3. The City sewer and water connection fee revenues shall be allocated to capital improvements related to expansion of these facilities.

12.1.4. The City identifies its sanitary sewer service area to be the same as the urban growth area. Modifications to the urban growth boundary will constitute changes to the sewer service area.

12.1.5. Appropriate funding mechanisms for development's fair-share contribution toward other public facility improvements, such as transportation, parks/recreation, storm drainage, will be considered for implementation as these are developed by the City.

12.1.6. The City shall continue to adopt annual capital budget and six-year capital improvement program as part of its annual budgeting process.

12.1.7. Every reasonable effort shall be made to secure grants or private funds as available to finance the provision of capital improvements.

12.1.8. Fiscal policies to direct expenditures for capital improvements will be consistent with other Comprehensive Plan elements.

12.1.9. The City and/ or developers of property within the City shall provide for the availability of public services needed to support development concurrent with the impacts of such development subsequent to the adoption of the Comprehensive Plan. These facilities shall meet the adopted level of service standards.

12.1.10. The City will support and encourage joint development and use of cultural and community facilities with other governmental or community organizations in areas of mutual concern and benefit.

12.1.11. The City will emphasize capital improvement projects which promote the conservation, preservation or revitalization of commercial and residential areas within the downtown business area and along the shoreline area of Gig Harbor, landward of Harborview Drive and North Harborview Drive.

12.1.12. If probable funding falls short of meeting the identified needs of this plan, the City will review and update the plan, as needed. The City will reassess improvement needs, priorities, level of service standards, revenue sources and the Land Use Element.

LEVEL OF SERVICE STANDARDS

The following Level of Service Standards (LOS) shall be utilized by the City in evaluating the impacts of new development or redevelopment upon public facility provisions:

1. Community Parks:

7.1 gross acres of general open space per 1,000 population.

1.5 gross acres of active recreational area per 1,000 population.

2. Transportation/Circulation:

Transportation Level of Service standards are addressed in the Transportation Element.

3. Sanitary Sewer:
174 gallons per HOUSEHOLD per day
4. Potable Water:
231 gallons per HOUSEHOLD per day

Six Year Capital Improvement Program

PLAN IMPLEMENTATION AND MONITORING

Implementation

The six-year schedule of improvements shall be the mechanism the City will use to base its timing, location, projected cost and revenue sources for the capital improvements identified for implementation in the other comprehensive plan elements.

Monitoring and Evaluation

Monitoring and evaluation are essential to ensuring the effectiveness of the Capital Facilities Plan element. This element will be reviewed annually and amended to verify that fiscal resources are available to provide public facilities needed to support LOS standards and plan objectives. The annual review will include an examination of the following considerations in order to determine their continued appropriateness:

- a. Any corrections, updates and modifications concerning costs, revenue sources, acceptance of facilities pursuant to dedication which are consistent with this element, or to the date of construction of any facility enumerated in this element;
- b. The Capital Facilities Element's continued consistency with the other element of the plan and its support of the land use element;
- c. The priority assignment of existing public facility deficiencies;
- d. The City's progress in meeting needs determined to be existing deficiencies;
- e. The criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order or level of priority;
- f. The City's effectiveness in maintaining the adopted LOS standard and objectives achieved;
- g. The City's effectiveness in reviewing the impacts of plans of other state agencies that provide public facilities within the City's jurisdiction;
- h. The effectiveness of impact fees or fees assessed new development for improvement costs;
- i. Efforts made to secure grants or private funds, as available, to finance new capital improvements;
- j. The criteria used to evaluate proposed plan amendments and requests for new development or redevelopment;
- k. Capital improvements needed for the latter part of the planning period for updating the six-year schedule of improvements;
- j. Concurrency status.

Table 12.5. Capital Facilities Projects

Storm Water System Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
1	Reconstruct storm drain system along Stanich Avenue, Stanich Lane and Judson Street to Soundview Drive.	2001 <u>2008-2012</u>	\$257,000	6-year	Local
2	Survey and Map Downtown storm facilities	2005 <u>2008-2012</u>	\$30,000	6-year	Local
3	102nd Street Court NW – Replace 12-inch pipe with 50 feet of 24-inch pipe (AW1020)	2001	*	6-year	Private
4	Construct rock spill pad on Burnham Drive (AW1001)	2001	*	6-year	Private
5	101st Street Court NW – Reconstruct detention pond	2002	*	6-year	Private
6	101st Street Court NW – Replace 12-inch pipe with 200 feet of 30-inch pipe. (AW1016)	2002	*	6-year	Private
7	Burnham Drive (DC1012) – Replace 18-inch pipe with 80 feet of 36-inch pipe	2001	\$19,100	6-year	Local, potential for some private
8	Peacock Hill Avenue – Replace 12-inch pipe with 60 feet of 18-inch pipe. (AW1027)	2004	\$11,900	6-year	Local
9	Hot Spot	Annually	\$25,000	6-year	Local
10	Donkey Creek Fish Enhancement Study		\$30,000	6-year	Local
11	Crescent Creek Fish Enhancement Study	-	\$30,000	6-year	Local
12	McCormick Creek Fish Enhancement Study		\$30,000	6-year	Local
13	Gooch Creek Fish Enhancement Study	-	\$30,000	6-year	Local
14	<u>38th Street = Hunt to Goodman</u>	<u>2008-2009</u>	<u>\$1,000,000</u>	<u>6-year</u>	<u>TIB/Safe Routs to Schools/Local</u>
15	<u>Donkey Creek Daylighting</u>	<u>2009</u>	<u>\$1,200,000</u>	<u>6-year</u>	<u>State/Federal Salmon Recovery Grants/Earmarks</u>
16	<u>Austin Drive Box Culvert</u>	<u>2009</u>	<u>\$500,000</u>	<u>6-year</u>	<u>State/Federal Salmon Recovery Grants/Earmarks</u>
17	<u>Annual Strom Culvert Replacement Program</u>	<u>2008 – 2014</u>	<u>\$250,000 / year</u>	<u>6-year</u>	<u>Storm Water Utility Fees</u>
18	<u>50th Street Box Culvert</u>	<u>2008</u>	<u>\$350,000</u>	<u>6-year</u>	<u>Storm Water Utility Fees</u>

<u>19</u>	<u>Storm Comp Plan Update</u>	<u>2009</u>	<u>\$1,000,000</u>	<u>6-year</u>	<u>Storm Water Utility Fees</u>
<u>20</u>	<u>Annual NPDES Implementation Expenses</u>	<u>2008</u>	<u>\$100,000</u>	<u>6-year</u>	<u>Storm Water Utility Fees</u>
Subtotal			\$463,000		
			\$6,113,000		

* Private property – costs to be borne by property owner or developer

Notes:

(1) Cost estimates do not include such items as permitting costs, sales tax, right-of-way acquisition, utility relocations, trench dewatering, traffic control or other unforeseen complications.

(2) “Hot Spots” refers to the discretionary funds for emergencies and small projects that can be easily repaired or otherwise taken care of quickly

Water System Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
6-Year Water Capital Improvement Projects*					
1	Landscape Improvements	2003	\$5,000	6-year	
2	Leak Detection & BFP Inventory	2003	\$15,000	6-year	
3	Storage Tank Maintenance	2003	\$77,000	6-year	
4	Replace Source Meters	2003	\$12,000	6-year	
5	Pioneer Water Main Replacement	2003	\$102,000	6-year	
6	Public Works Standard Update	2003	\$12,000	6-year	
7	Water Meter Replacement	2003	\$5,000	6-year	
8	Telemetry SCADA System Improvements	2003	\$71,000	6-year	Inter-fund loans/ Public loans/ Revenue bonds
9	Woodworth Water Main Extension	2003	\$31,000	6-year	Inter-fund loans/ Public loans/ Revenue bonds
10	Skansie/72nd Street 12" Loop	2003	\$285,000	6-year	Inter-fund loans/ Public loans/ Revenue bonds
11	Harborview/WWTP Water Main Replacement	2003	\$291,000	6-7year	Inter-fund loans/ Public loans/ Revenue bonds
12	Rushmore 8" Upsize	2005	\$400,000	6-year	Inter-fund loans/ Public loans/ Revenue bonds
13	Leak Detection & BFP Inventory	2004	\$15,000	6-year	
14	Franklin Water Main Replacement	2004	\$52,000	6-year	
15	Design Harborview/Stinson	2005	\$159,000	6-year	
16	Design Harborview Water Main	2005	\$96,000	6-year	
17	Leak Detection & BFP Inventory	2005	\$16,000	6-year	
18	Skansie Water Tank Maintenance	2006	\$120,000	6-year	
19	Harborview/Stinson 12" Upsize	2006	\$541,000	6-year	
20	Leak Detection & BFP Inventory	2006	\$11,000	6-year	
21	Harborview Drive Water Main Replacement	2007	\$444,000 \$100,000	6-year	
22	Leak Detection & BFP Inventory	2007	\$17,000	6-year	
23	Leak Detection & BFP Inventory	2007	\$17,000	6-year	
24	Storm Tank Maintenance	2008-2010	\$500,000	6-year	Local Utility Fees &/or Revenue Bonds
25	Design Harborview/Stinson	2008	\$180,000	6-year	Local Utility Fees &/or Revenue Bonds
26	Design Harborview Water Main	2008	\$200,000	6-year	Local Utility Fees &/or Revenue Bonds
27	AC Water Line replacement City Wide	2008-2012	\$340,000	6-year	Local Utility Fees &/or Revenue Bonds
28	Water Systems Upgrades	2008-2012	\$278,000	6-year	Local Utility Fees &/or Revenue Bonds
29	Harborview/ Stinson 12" Upsize	2009	\$800,000	6-year	Local Utility Fees &/or Revenue Bonds
30	Harborview Drive Water Main Replace	2009	\$950,000	6-year	Local Utility Fees &/or Revenue Bonds

31	Well site Improvements	2008-2012	\$58,000	6-year	Local Utility Fees &/or Revenue Bonds
32	Water Rights Annual Advocate/Permitting (75,000/year)	2008-2012	\$375,000	6-year	Local Utility Fees &/or Revenue Bonds
33	GIS Inventory	2008-2012	\$80,000	6-year	Local Utility Fees &/or Revenue Bonds
34	Gig Harbor North Well Permitting/Design	2008-2009	\$1,800,000	6-year	SEPA Mitigation/Developers/Connection Fees
35	Shallow Well	2008	\$950,000	6-year	SEPA Mitigation/Developers/Connection Fees
	Subtotal		\$2,794,000* \$8,961,000		

* Estimated costs are in year of project

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
20-Year Water Capital Improvement Projects**					
1	Upgrade Perrow Well	2010-2030	\$92,000	20-year	Undetermined
2	500,000 Gallon Storage Tank	2010-2030	\$1,500,000	20-year	Undetermined
	Subtotal		\$1,592,000**		

** Estimated costs are in 2009 dollars

Wastewater System Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
6-Year Wastewater Capital Improvement Projects*					
Treatment System					
1	Lift Station 2	2005	\$750,000		Capital Reserves
2	WWTP Planning	2004	\$51,000		PWTF/ SRF/ revenue bonds
3	Interim WWTP Aeration Basin Mods & Headworks	2004	\$26,000		PWTF/ SRF/ revenue bonds
4	Outfall Relocation Design & Permitting	2004	\$154,000		PWTF/ SRF/ revenue bonds
5	WWTP Improvements Design	2005	\$132,000		PWTF/ SRF/ revenue bonds
6	Outfall Permit Tracking & Acquisition	2005	\$106,000		PWTF/ SRF/ revenue bonds
7	56 Olympic Drive	2005	\$74,000		
8	Outfall Miscellaneous	2006	\$81,000		PWTF/ SRF/ revenue bonds

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
9	WWTP Aeration Modifications, Complete	2006	\$228,000		PWTF/ SRF/ revenue bonds
10	WWTP Dewatering	2006	\$1,173,000		PWTF/ SRF/ revenue bonds
11	WWTP Headworks	2006	\$440,000		PWTF/ SRF/ revenue bonds
12	WWTP Headworks Complete	2007	\$452,000		PWTF/ SRF/ revenue bonds
13	Outfall Onshore Construction Phase I	2008	\$574,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
14	Outfall Construction Phase II From GH Bay out to Puget Sound	2011	\$8,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
15	WWTP Expansion Phase I	2009	\$10,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
16	WWTP Expansion Phase II	2011	\$6,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
17	Lift Station 4 Replacement	2008-2011	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
18	N. Harborview Sewer Stet	2010	\$1,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
19	Harborview Main Sewer Upsize/Replacement	2009	\$1,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
20	Odor Control	2008-2012	\$250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
21	Reid Drive Lift Station Replace	2009	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
22	Annual Water Quality Reporting	2008-2012	\$400,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
23	Annual Sewer Flow Metering Program	2008-2012	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
24	WWTP Centrifuge	2008	\$400,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
25	Lift Station MCC Upgrades	2008-2012	\$2,500,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
26	Comprehensive Plan Completion	2008	\$75,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
Subtotal			\$4,241,000		
			\$38,616,000		

Collector System Expansions					
C1	West Side of Hwy 16 from Tacoma community College to Rosedale Street	2000	\$1,654,000	6-year	Developer-funded
C2	Gig Harbor North (West Side)	2000	\$1,878,000	6-year	Developer-funded
C3	Sehmel Drive	2000	\$1,083,000	6-year	Developer-funded
C4	Purdy Drive from Hwy 16 to Peninsula High School	2001	\$2,502,000	6-year	Developer-funded
C5	Hunt & Skansie Drainage Basin	2005	\$5,636,000	6-year	Developer-funded
	Subtotal		\$12,753,000		
Gravity Sewer Replacements					
E1	Harborview Drive from WWTP to Norvak	2002	\$1,187,000	6-year	Capital reserves
E2	Rosedale Street from Hwy 16 to Shirley Avenue	2002	\$663,000	6-year	Capital reserves
E3	Harborview Drive from Rosedale to Soundview	2002	\$449,000	6-year	Capital reserves
E4	Soundview Drive from Harborview to Grandview	2003	\$540,000	6-year	Capital reserves
E5	Soundview Drive from Erickson to Olympic	2003	\$840,000	6-year	Capital reserves
	Subtotal		\$3,679,000		
	Total 6-year		\$20,673,000		
20-Year Sewer Capital Improvement Projects**					
Treatment System					
1	Outfall Construction Phase II		\$590,000	20-year	<u>PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates</u>
2	Outfall Construction Phase III		\$4,721,000	20-year	<u>PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates</u>
3	WWTP Clarifier		\$718,000	20-year	
4	WWTP UV Disinfection		\$421,000	20-year	
5	Harborview Drive to WWTP	<u>2010-2030</u>	\$1,593,000 \$4,000,000	20-year	<u>PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates</u>
6	Rosedale Drive Main Upsize	<u>2010-2030</u>	\$885,000 \$3,000,000	20-year	<u>PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates</u>
7	Soundview Dr – Harborview to Grandview Main Upsize	<u>2010-2030</u>	\$708,000 \$3,000,000	20-year	<u>PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates</u>
	Soundview Drive to Erickson Main Upsize	<u>2010-2030</u>	\$1,092,000 \$4,000,000	20-year	<u>PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates</u>
	Subtotal		\$12,144,000 \$14,000,000		
Collector System Expansions					
C6	Gig Harbor North (East Side)		\$1,706,000	20-year	Developer-funded

C7	Reid Drive from Olympic Village to Hunt Street, and 28th Avenue	<u>2010-2030</u>	\$5,166,000	20-year	Developer-funded
C8	38th Ave. from 60th St. to the S. Boundary of the UGA	<u>2010-2030</u>	\$2,794,000	20-year	Developer-funded
C9	Peacock Hill Ave. from 99th St. Ct. to Harbor Estates	<u>2010-2030</u>	\$1,673,000	20-year	Developer-funded
C10	Peacock Hill Ave. from Harbor Estates to the N. UGA Boundary	<u>2010-2030</u>	\$2,405,000	20-year	Developer-funded
C11	Reid Drive from Olympic Village to the S. Boundary of the UGA	<u>2010-2030</u>	\$2,426,000	20-year	Developer-funded
C12	Fairway Estates, Quail Park, and the East Half of Quail Run	<u>2010-2030</u>	\$3,892,000	20-year	Developer-funded
C13	Rosewood Estates, Parkdale Estates, and 58th Ave	<u>2010-2030</u>	\$3,587,000	20-year	Developer-funded
C14	54th Ave. S. of Bujacich Rd	<u>2010-2030</u>	\$1,184,000	20-year	Developer-funded
C15	East Side of Highway 16, North of Rosedale	<u>2010-2030</u>	\$846,000	20-year	Developer-funded
C16	Woodhill Dr.	<u>2010-2030</u>	\$457,000	20-year	Developer-funded
C17	UGA East of Gig Harbor	<u>2010-2030</u>	\$2,993,000	20-year	Developer-funded
Subtotal			\$29,129,000		
Gravity Sewer Replacements					
E6	Burnham Drive from Harborview Drive to 96th Street	<u>2005 2010-2030</u>	\$456,000	20-year	Capital Reserves
E7	N. Harborview Dr. from Peacock Hill Ave. to L.S. #2	<u>2006 2010-2030</u>	\$238,000	20-year	Capital Reserves
E8	45th Street and Easement East of Point Fosdick Drive	<u>2007 2010-2030</u>	\$953,000	20-year	Capital Reserves
Subtotal			\$1,647,000		
Lift Station and Force Main Improvements					
L4-1	Lift Station 4, Phase 1	<u>2010-2030</u>	\$1,121,000	20-year	
L4-2	Lift Station 4, Phase 2	<u>2010-2030</u>	\$295,000	20-year	
L8	Lift Station No.8	<u>2006 2010-2030</u>	\$568,000	20-year	Capital Reserves
L3-2	Lift Station No. 3, Phase 2	<u>2008 2010-2030</u>	\$162,000	20-year	Capital Reserves
L1	Lift Station No. 1	<u>2019 2010-2030</u>	\$470,000	20-year	Capital Reserves
L5	Replace pump & motor: Lift Station No.5	..... <u>2010-2030</u>	\$20,000	20-year	Capital Reserves
L6	Replace pump & motor: Lift Station No.6	..... <u>2010-2030</u>	\$20,000	20-year	Capital Reserves
L10	Replace pump & motor: Lift Station No.10	..... <u>2010-2030</u>	\$20,000	20-year	Capital Reserves

L12	Replace pump & motor: Lift Station No.12	..... 2010-2030	\$20,000	20-year	Capital Reserves
L13	Replace pump & motor: Lift Station No.13	..... 2010-2030	\$20,000	20-year	Capital Reserves
Subtotal			\$1,300,000		
Total 20-year			\$44,220,000		

- * Estimated costs are in year of project
** Estimated costs are in 2009 dollars
*** Pump and motors assumed to have a life span of approximately 20 years, replace or repair as needed

Notes:

- (1) PWTF - Public Works Trust Fund
(2) SFR - State Revolving Fund

Park, Recreation & Open Space Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
1	Borgen Property	2000-2006	\$291,991	6-year	CFP/ GI Fee/ Bond
2	Burnham Drive	2000-2006	\$205,382	6-year	CFP/ GI Fee/ Bond
3	City Park at Crescent	2000-2006	\$936,391	6-year	CFP/ GI Fee/ Bond
4	Civic Center	2000-2006	\$1,949,693	6-year	CFP/ GI Fee/ Bond
5	Elem 9/Middle 3	2000-2006	-No City Cost	6-year	CFP/ GI Fee/ Bond
6	Finholm Hillelimb	2000-2006	\$112,579	6-year	CFP/ GI Fee/ Bond
7	GHPHS Museum	2000-2006	\$10,000	6-year	CFP/ GI Fee/ Bond
8	Gig Harbor North	2000-2006	\$1,479,444	6-year	CFP/ GI Fee/ Bond
9	Gig Harbor West	2000-2006	\$630,427	6-year	CFP/ GI Fee/ Bond
10	Grandview Forest	2000-2006	\$100,613	6-year	CFP/ GI Fee/ Bond
11	Grandview Hillelimb	2000-2006	\$38,047	6-year	CFP/ GI Fee/ Bond
12	Jerisich Park	2000-2006	\$118,555	6-year	CFP/ GI Fee/ Bond
13	Narrows/ Purdy Trail	2000-2006	-No City Cost	6-year	CFP/ GI Fee/ Bond
14	Old Ferry Landing	2000-2006	\$25,000	6-year	CFP/ GI Fee/ Bond
15	Peninsula Athletic Comp	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
16	Peninsula Retn Center	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
17	Pioneer Way Streetscape	2000-2006	\$127,000	6-year	CFP/ GI Fee/ Bond
18	Seofield Tidelands	2000-2006	\$168,054	6-year	CFP/ GI Fee/ Bond
19	Skansie Property	2000-2006	\$1,891,711	6-year	CFP/ GI Fee/ Bond
20	Support Facilities	2000-2006	\$139,000	6-year	CFP/ GI Fee/ Bond
21	St. Nicholas Church	2000-2006	\$410,000	6-year	CFP/ GI Fee/ Bond
22	Swede Hill DNR	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
23	Tallman's Wetlands	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
24	Trail - City Park/ Sunset	2000-2006	\$43,756	6-year	CFP/ GI Fee/ Bond
25	Various roads - bikes	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
26	Water trail	2000-2006	\$8,000	6-year	CFP/ GI Fee/ Bond
27	Wheeler Street ROW	2000-2006	\$175,615	6-year	CFP/ GI Fee/ Bond

<u>Project No.</u>	<u>Project</u>	<u>Projected Year</u>	<u>Cost</u>	<u>Plan</u>	<u>Primary Funding Sources</u>
28	Wilkinson Homestead	2000-2006	\$390,671	6 year	CFP/ GI Fee/ Bond
29	WWTP	2000-2006	\$235,328	6 year	CFP/ GI Fee/ Bond
Subtotal			\$22,626,987		

Park, Recreation & Open Space Projects

<u>Project No.</u>	<u>Project</u>	<u>Projected Year</u>	<u>Cost</u>	<u>Plan</u>	<u>Primary Funding Sources</u>
1	City Park Improvements	ongoing		6 year	Grants/Local
2	City Skate Park Improvements	2008-2010	\$30,000	6 year	Local
3	GHPHS Museum Creek Easement	2008-2009	\$400,000	6 year	Local
4	Gig Harbor North Park	2008-2012	\$3,000,000	6 year	Developer Mittigation/Impact
5	Jerisich Dock Moorage Extension	2008-2009	\$120,000	6 year	Fees/Grants/Donations
6	Cushman Trail Phase II Kimball to Borgen	2008-2009	\$664,000	6 year	Local/County
7	Boys and Girls Club/ Senior Center	2009-2011	\$150,000	6 year	Local
8	Pioneer Way Streetscape	2008-2012	\$127,000	6 year	Local
9	Austin Estuary Park	2008	\$100,000	6 year	Local
10	Skansie House Remodel	2010-2012	\$100,000 - \$300,000	6 year	PSRC Grant/Local
11	Skansie Netshed Repair and Restoration	2008-2010	\$450,000	6 year	Heritage Grant/Local
12	Wheeler Pocket Park	2009	\$35,000	6 year	
13	Wilkinson Farm Barn Restoration	2009	\$200,000	6 year	Heritage Barn Grant/Local Match
14	Wilkinson Farm Park	2010	\$900,000	6 year	State IAC Grant
15	WWTP/Cushman Trail Access	2008-2009	\$	6 year	
16	Crescent Creek West Shore Acquisition	2008-2011	\$95,000	6 year	
17	Westside Park	2008	\$900,000	6 year	IAC Grant/Impact Fees/Local
18	Eddon Boatyard Building Restoration	2008	\$980,000	6 year	Heritage Grant
19	Eddon Boatyard Building Impervious Containment Barrier	2007	\$25,000	6 year	
20	Eddon Park Sidewalk	2007	\$75,000	6 year	
21	Eddon Park Environmental Cleanup	2007-2008	\$2,000,000	6 year	Brownsfields Grants/ Harbor Cove Escrow Account
22	Taraboachia Public Parking Lot	2007-2008	\$30,000	6 year	Local
23	Maritime Pier – Dock Improvements	2008-2010	\$50,000	6 year	Local
Subtotal			\$22,626,987 \$7,933,555		

Notes:

- (1) CFP - Capital Facilities Program
- (2) GI Fee - Growth Impact Fee
- (3) Bond - Park, Recreation & Open Space Bond

Transportation Improvement Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
1	Skansie Avenue Pedestrian Improvements Skansie Ave Improvements (Rosedale to Hunt, Roundabout @ Hunt)	2004 2010	\$150,000 \$2,100,000	6-year	Local/ State
2	Olympic Drive/ 56th Street Improvements	2007	\$4,000,000	6-year	Local/ State
3	56th Street/ Point Fosdick Drive Improvements	2006-8- 2009 12	\$2,650,000	6-year	Local/ State
4	Grandview Street (Phase 2)	2004-8- 2005 12	\$250,000	6-year	Local
5	38th Avenue Improvements - (Phase 1)	2006-8- 2009 12	\$6,588,000	6-year	Local/ State
6	45th Avenue Pedestrian Improvement	200 4 7	\$170,000	6-year	Local/ State
7	36th/ Point Fosdick Intersection	2004 2008 - 2012	\$980,000	6-year	Local/ State
8	Grandview Street (Phase 3)	2005-2006 2008 - 2012	\$510,000	6-year	Local
9	Prentice Street Improvements	2008	\$520,000	6-year	Local
10	Briarwood Lane Improvements	2005 2008 - 2012	\$500,000	6-year	Local/ State
11	38th Avenue Improvements (Phase 2)	2007-2010	\$4,400,000	6-year	Local/ State
12	Franklin Avenue Improvements (Phase 2)	2008 2008 - 2012	\$500,000	6-year	Local
13	Downtown Parking Lot Construction Design Only	2008-2010	\$60,000	6-year	Local
14	Burnham Drive Improvements (Phase 1)	2006-2007 2008 - 2012	\$415,000	6-year	Local/ State
15	Vernhardson Street Improvements	2006-2007 2008 - 2012	\$223,000	6-year	Local/ State
16	Rosedale Street Improvements (Phase 2)	2007-2008 2008 - 2012	\$593,000	6-year	Local
17	Burnham Drive Improvements (Phase 2)	2009-2010	\$2,775,000	6-year	Local/ State
18	Rosedale Street Improvements (Phase 3)	2008-2009	\$445,000	6-year	Local
19	Point Fosdick Drive Pedestrian Improvements	2009-2010	\$265,000 \$2,000,000	6-year	Local / State
20	50th Court	2008-2009	\$1,000,000	6-year	Local
21	Harborview Drive Improvement Project	2007-2008	\$560,000	6-year	Local
22	North-South Connector (Swede Hill Road)	2007	Developer	6-year	State
23	Burnham Drive Improvements (Phase 3)	2009-2010	\$4,400,000	6-year	Local/ State
24	38th/ Hunt Street (Phase 1)	2008-2009	\$208,000	6-year	Local/ State

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
25	Crescent Valley Connector	2008-2010 3	\$4,300,000	6-year	Local/ State
26	Hunt St Crossing of SR-16 Kimball Drive Extension	2009-2010 2011	\$1,247,500 \$5,250,000	6-year	Local/ State
27	Wollochet Drive Improvement Project	2010	\$5,000,000	6-year	State
28	50 th Street Extension to 38 th	2008	\$900,000	6 year	Local
29	Burnham Interchange interim Solution Improvements	2008	\$10,300,000	6 year	State/Developer
30	Burnham Interchange Long-Term Solution Improvements	2012	\$44,000,000	6 year	Federal/State/SEPA/ Impact Fees/Local
31	Burnham Drive (Harborview to Interchange) Sidewalks, Median, etc.	2011	\$4,500,000	6 year	State/Local
32	Rosedale - Stinson to Skansie (Roadway, Bike Lane, Sidewalk, Median)	2010	\$1,950,000	6 year	State/Local
33	Donkey Creek day lighting, Street & Bridge Improvements	2009	\$3,250,000	6 year	Federal/State Earmarks & Grants
34	Harborview Drive Sidewalk/Roadway Improvements	2008	\$1,200,000	6 year	Local
35	Judson/Stanich/Uddenburg Sidewalk/Roadway Improvements	2008	\$750,000	6 year	Local
36	38 th Street Sidewalk, Bike Lane, Improvements	2009	\$1,900,000	6 year	State/Local
37	Public Works Operations Facility	2009	\$1,125,000	6 year	Local
38	Street Connections – Pt. Fosdick Area	2011	\$1,500,000	6 year	State/Local
39	Skansie Ave Improvements (Rosedale to Hunt; Traffic control device @ Hunt)	2010	\$2,100,000	6 year	Mitigation/Impact Fees
40	Ericson/Grandview (Pedestrian Loop Improvements and Lighting)	2008	\$160,000	6 year	Local
	Subtotal		\$43,609,500 \$117,337,000		

Notes:

- (1) The Gig Harbor Transportation Plan Update does not contain projects beyond the next six years. The Six Year Transportation Improvement Plan is updated annually. The table reflects the most recent update.

**Application COMP-07-0005:
Gig Harbor Wastewater Comprehensive
Plan Amendment to Sewer Basin C14**



July 13, 2007

City of Gig Harbor
Planning and Development
3510 Grandview Street
Gig Harbor WA 98335

Dear Ms. Appleton:

This letter is to transmit the attached implementation plan supporting an amendment to the Gig Harbor Wastewater Comprehensive Plan regarding Sewer Basin C14. Based on your comments on the first submittal of the plan we have made the following changes:

- 1) A table identifying the minimum building elevation for each parcel was included with the report.
- 2) Based on the ability to serve the entire basin with gravity sewer and some updated topographical information collected for nearby projects; I have adjusted some of the conceptual design information in figure 2 to better reflect a final design concept.
- 3) Parcels 012011019, 012011020, 012011021, and 012011022 were included in the original submittal for this plan and are shown in the 2002 City comprehensive plan. These parcels are not shown to be within the City limits or within the urban growth boundary per the most recent City zoning maps and have therefore been excluded from this study.
- 4) In addition, parcel 012014011 has been excluded as its natural drainage is to the south away from the C-14 basin. Portions of other parcels shown as included on the 2002 City map have also been excluded for the same reason.

We would like to work together with the City in agreeing on an approach that works for both the City and the proposed developments in the C-14 basin. If you have any questions or concerns, please do not hesitate to contact me. Thank you for your time and effort in reviewing this proposed implementation plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik Paul Martin".

Erik Paul Martin, PE

Principal
PacWest Engineering, LLC

RECEIVED

JUL 18 2007

**CITY OF GIG HARBOR
OPER. & ENGINEERING**



COMMUNITY DEVELOPMENT DEPARTMENT

August 15, 2007

PacWest Engineering
Attn: Erik Paul Martin, PE
5009 Pacific Highway E, Unit 9-0
Fife, WA 98424

**Re: COMPREHENSIVE PLAN AMENDMENT APPLICATION
NOTICE OF INCOMPLETE APPLICATION
Sewer Basin C14**

Dear Mr. Martin:

Thank you for the information submitted on July 18, 2007 for the proposed amendment to the Gig Harbor Wastewater Comprehensive Plan. As you know, the procedure for amending the Comprehensive Plan is set forth in chapter 19.09 of the Gig Harbor Municipal Code (adopted in Ordinance 1075). Attached is a copy.

We have reviewed the application materials and found that the application is incomplete, pursuant to Section 19.09.080 GHMC. Here are all of the items that must be submitted in order for your application to be considered complete:

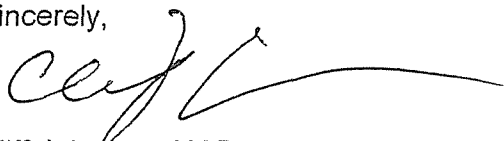
1. A completed application form (attached).
2. 12 copies of the SEPA checklist (please note that the checklist submitted incorrectly identifies the Community Development Director as the applicant).
3. A complete legal description of the combined area of all the subject parcels.
4. A copy of the county tax assessor's map of the subject parcels.
5. A vicinity map showing the following:
 - a) Land use designations within 300 feet of the subject parcels.
 - b) All parcels within 300 feet of the subject parcels and existing uses.
 - c) All roads abutting and providing access to subject parcels including information on road classifications.
 - d) Location of existing utilities serving the parcels including electrical, water and sewer (including septic).
 - e) Location of critical areas within 300 feet of the site.
6. Topographic map at a minimum scale of 1:200.
7. Mailing labels of all properties within 300 feet of the subject parcels, as listed on the County Assessor's tax roles.
8. A detailed plan showing the proposed improvements.
9. A written statement of the following:
 - a) How the amendment is consistent with the Washington State Growth Management Act.
 - b) How the amendment is consistent with adopted countywide planning policies.

- c) How the amendment furthers the purpose of the comprehensive plan.
- d) How the amendment is internally consistent with the city's comprehensive plan, and other adopted city plans and codes.
- 10. The proposed element, chapter, section and page number of the comprehensive plan to be amended.
- 11. Proposed text changes, with new text shown in an underline format, and deleted text shown in ~~strikeout~~ format.
- 12. If the amendment has the potential to result in an increase in vehicle trips a traffic impact analysis would be required.
- 13. Application fee of \$4,000.00.

Please be advised that GHMC 19.09.090 provides that applicants are required to provide additional material requested by the City within 15 days of the date of the request. Applications which are determined to be incomplete as of 45 days after the application deadline date (currently August 15, 2007) will not be considered during the current annual review process.

If you have any questions regarding this letter I can be reached at (253) 851-6170.

Sincerely,



Cliff Johnson, AICP
Associate Planner

Enc.: Application requirements for Comprehensive Plan Amendment
GHMC Chapter 19.09
Application form

**Application COMP-07-0006:
3700 Grandview Street Comprehensive
Land Use Map Amendment**

RECEIVED
CITY OF GIG HARBOR
OCT 11 2006
COMMUNITY DEVELOPMENT

CITY OF GIG HARBOR COMPREHENSIVE PLAN LAND USE MAP SITE-SPECIFIC AMENDMENT APPLICATION

A site-specific amendment is a proposed change in the Comprehensive Plan land use map designation of an individual parcel or parcels of land. A site-specific amendment to the Comprehensive Plan land use map does not result in a rezone, if approved, the applicant would be required to apply for a rezone at the conclusion of this process.

(Please Print or Type)

Owner/ Applicant: MP8. LLC / PIONEER & STINSON LLC
 Mailing Address: 363 7TH LANE
 City: FOX ISLAND State: WA Zip: 98333
 Phone: () 405-8348 Fax: () 549-2297

Agent Contact: CARL HALSAN, HALSAN FREY
 Mailing Address: PO BOX 1447
 City: GIG HARBOR State: WA Zip: 98335
 Phone: () 307-1922 Fax: () 858-9816

Site Address: 3700 GRANDVIEW STREET
 City: GIG HARBOR Zip: 98335
 Lot Size: 4.27 ACRES
 Assessor's Account #: 022108, 2031, 2136, 2176, 2224 & 2225
 Legal Description: (Please attach)
 Section: 8 Township: 21N Range: 2E

FOR CITY USE ONLY

Application Received (stamp)	
Comp 06-1457	
Received by: <u>Cindy</u>	
Assigned to: _____	
Minimum Application Fee \$ <u>750⁰⁰</u> <u>0067657</u>	
SEPA Checklist & Fee* 4 _____ if required	
Site Map 4 _____	
Questionnaire 4 _____	
Assessor's Map 4 _____	
Ownership Certificate 4 _____	
Pre-Submittal Review 4 _____	
Date <u> / /</u>	
Staff _____	
Application Complete* 4 _____	
Date <u> / /</u>	
Staff _____	

Is the property in a special taxation or land-use program?

No Yes (specify) _____

Current Comprehensive Plan Designation: RESIDENTIAL - LOW

Requested Comprehensive Plan Designation: RESIDENTIAL - MEDIUM

The applicant agrees to pay a minimum application fee of \$750.00, in accordance with the adopted fee schedule on file with the City of Gig Harbor Department of Planning and Building Services. If the Planning Commission approves the application for further consideration by the City Council, the applicant may be required to submit a State Environmental Policy Act (SEPA) checklist and an additional fee of \$150.00. The applicant further understands that approval of a site-specific amendment is not a rezone. If approved, the applicant must file an application for a rezone with the City of Gig Harbor Department of Planning and Building Services. Acceptance of this application and/or payment of fees does not guarantee final approval.

Applicant Signature:  _____ Date: 4/17/06 _____

1. **Detailed description and explanation of amendment.**

The proponent is asking that the designation of the subject property be changed from *Residential Low* to *Residential Medium*. This will allow the property to be rezoned to a mixture of *Residential-Business 2 (RB-2)* and *Medium-Density Residential (R-2)* with future rezone applications to be submitted if the Comprehensive Plan Amendment is approved. The proponent will be asking for the southerly 150' (the portion currently zoned RB-1) to be zoned RB-2, and asking for the balance of the property to be zoned R-2. Concurrent with the rezone applications, the proponent will be submitting a proposed comprehensive development plan for the entire 4.27 acres that will include a mixture of residential, office and retail uses.

2. **Change in circumstances pertaining to the Comprehensive Plan or public policy.**

This site represents a large and prominent property in the City that is under-utilized relative to the larger surrounding area. The property consists of five parcels totaling 4.27 acres that is developed with three, forty-year old single family homes. The property is split-zoned; about half is zoned RB-1 and other half is zoned R-1. If the property were completely devoted to residential uses, 17 homes could be built. If it were developed with a mixture of single family and office uses, it could yield several office buildings and up to 10 single family home sites. The property is under-utilized.

The proponent's plan is to develop the entire site with a first class mixed use project that combines office, retail and residential uses, perhaps even some within the same building, in order to create a synergistic project that would serve as an example for others to follow. Ideally, the southern portion of the site would be developed with a single, multi-level structure where office and some limited retail uses would use the ground floor, office uses would be located on the second floor and residential uses would be on the top floor. The balance of the site would be developed with smaller, attached single-family homes.

The property in question is located on the north side of Grandview Street, between Pioneer Way and Stinson Avenue. This area of town contains one of the most prominent points of entry into the downtown area, and is currently developed with a mixture of retail, residential and offices uses of mixed vintage. The most important current use is our Civic Center. Several of the properties are in the process of being redeveloped, and the site we are working with will be an important piece of this fabric. We believe our plan for the property, if allowed to be implemented, will serve as another catalyst (like the City Hall complex) for other property owners in this neighborhood to redevelop their property. The Civic Center was the beginning, the bank remodel is underway, and the new office building complex at the northeast corner of Pioneer and Grandview is coming soon. The other underutilized property in the area should begin to follow. The low-slung strip centers in the

area are in the most need of updating. We want to be part of this redevelopment process and help set the tone through implementation of our first-class plan.

3. **Impacts caused by the change, including the geographic area affected and the issues presented.**

If approved, the positive impacts will be as stated above. There could be an increase in traffic in the neighborhood beyond what is there now and what could be there if the property were developed with the designations unchanged. However this might be mitigated by the mixed use nature of the proposed project, drawing some people to the site rather than passing by. With additional development density and intensity, there could be an increased demand for public services, but this will be mitigated by the increased revenue from the built-out project. The transportation infrastructure will be impacted, but at the very least, the project will be required to upgrade its frontage along Grandview, Stinson and Pioneer.

4. **How the amendment complies with the community vision statements, goals, objectives and policies of the Comprehensive Plan.**

Goal #1 of the Land Use element encourages higher density development in areas that pose the fewest environmental risks. This site has no environmental constraints. Goal #12 encourages the provision of a broad choice of housing types. With the approval of this amendment, the property can be developed in a manner that provides small lot single family housing, attached or stacked. Goal #13 encourages higher density housing in areas that have easy access to major local employment areas. Downtown Gig Harbor is one of the City's largest employment areas along with the upper basin area stretching along Kimball Drive. The subject property is right in the middle of these two areas. Goal #18 of the Environment element encourages higher densities on land with the fewest environmental risks and this site has none. The Housing element of the Plan encourages reducing housing costs through policy reform, and this site can provide more affordable housing than what is typically offered within the City. Finally, Gig Harbor needs housing as evidenced by the rapidly increasing prices in the area. Suitable land for development is being used up at a rate far exceeding the planning that's been done to date. With the City allowing only 4 units per net acre throughout most of the city, we need alternatives and this site is ideal for something unique. Goal #4 of the Community Design element encourages enhancement of the City's sense of place by preserving corner lots for more stately development. The proposed project's mixed use building will help create a sense of arrival at one our "front doors". Goal #2 of the Economic Development element encourages increased economic opportunities through property revitalization by redeveloping important vacant parcels and revitalizing older commercial and business districts with the City. This project will further this goal.

5. **Is there public support for the proposed amendment?**
Discussions with neighboring property owners and others throughout town suggest and indicate fairly strong support.

6. **Pierce County Assessor's Map**
One is attached, and it is signed and dated by the applicant.

LEGAL DESCRIPTION

TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN

02-21-08-2031

THAT PORTION OF THE SOUTH ONE-HALF OF THE SOUTHWEST OF THE NORTHWEST LYING WESTERLY OF THE WESTERLY LINE OF WOLLOCHET-GIG HARBOR COUNTY ROAD AND SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHEAST CORNER OF THE OF THE NORTHEAST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST; THEN SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION 245 FEET; THEN SOUTH 54°15'32" EAST AT A RIGHT ANGLGLE TO SAID ROAD 73.13 FEET TO THE WESTERLY LINE OF SAID ROAD; THEN SOUTHWESTERLY ALONG SAID ROAD 60 FEET TO THE POINT OF BEGINNING; THEN NORTHWESTERLY TO THE SOUTHEAST CORNER OF THE NORTHEAST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST; THEN WEST ALONG SAID LINE OF SAID SUBDIVISION 242.72 FEET; THEN NORTHWESTERLY TO A POINT 25 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SUBDIVISION TO THE TERMINAL POINT.

02-21-08-2225

THE SOUTHWEST ONE-HALF OF THE SOUTHWEST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST.

02-21-08-2136

THE EAST 150 FEET OF THE FOLLOWING DESCRIBED TRACT: THE NORTH ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHWEST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST OF SECTION 8; EXCEPT THE NORTH 200 FEET THEREOF; EXCEPT THE PUBLIC ROAD.

02-21-08-2176

THE NORTH 150 FEET OF THE SOUTHWEST OF THE SOUTHWEST OF THE OF THE SOUTHWEST OF THE NORTHWEST OF SECTION 8; EXCEPT THE EAST 114 FEET THEREOF; EXCEPT THE PUBLIC ROAD.

02-21-08-2224

THE EAST 114 FEET OF THE NORTH 150 FEET OF THE SOUTHWEST OF THE SOUTHWEST OF THE SOUTHWEST OF THE NORTHWEST OF SECTION 8.



Pierce County Assessor-Treasurer
 electronic Property
 Information Profile (e-PIP)



Ken Madsen
 Assessor-Treasurer

Pierce County Home Assessor-Treasurer Home Parcel Search Sales Search Recorded Documents Permit
 Summary Taxes/Values Land Buildings Sales Map

Parcel Map for 0221082225

04/14/

Taxpayer Details	Property Details
Taxpayer Name: PIONEER & STINSON LLC	Parcel Number: 0221082225
Mailing Address: 363 7TH LANE FOX ISLAND WA 98333	Site Address: 3700XXX GRANDVIEW ST
	Account Type: Real Property
	Category: Land and Improvements
	Use Code: 9170-COMM VAC LND

Zoom Level: 4
 Zoom
 N
 For additional mapping options, visit [Map Your Way](#)

I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individual commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or a person or entity who relies on any information obtained from this system, does so at their own risk. **All critical information should be independently verified.**

Pierce County Assessor-Treasurer
 Ken Madsen
 2401 South 35th St Room 142
 Tacoma, Washington 98409

MARTY PAUL
 DATE 4/17/06

PIONEER & STINSON COMPREHENSIVE PLAN AMENDMENT

Consistency with the Growth Management Act (GMA)

- Goal #1 encourages development in urban areas where adequate public facilities and services exist. All necessary public facilities and services area already located at the site.
- Goal #2 discourages sprawl. As the site is being used now, it is underutilized to a great extent. If it were developed under the existing designation, the upper portion of the site would still only be developed with a couple of 5,000 square foot office buildings while the lower portion would be developed with single family homes at a density of only 4 homes per net acre. If the amendment is approved, the upper portion could be developed with more intense office, retail and multi-family uses while the lower portion could be developed with duplex style housing at 6 units per acre. Approval would further the second goal.
- Goal #4 encourages housing in a variety of styles, types and prices. Approval would allow for housing at a density more than 4 per acre, which dominates the Gig Harbor planning area. Gig Harbor would benefit from having less low-density sprawling single family home development and more duplex and multi-family projects. Approval would further this goal.
- Goal #8 discourages the conversion of productive forest lands and agricultural lands to incompatible uses. The subject property is neither and its conversion to a more intense use will not be inconsistent with this goal.
- Goal #13 discourages the conversion of historic sites and structures. The subject site is not designated historic and has to historic structures.
- Section 14 of the Act requires public participation early and continuously. The public will be notified in the Gateway of the application. Immediate neighbors will receive mailed notification of the application. The Planning Commission and Council hearings will be open to the public.

Consistency with the County-Wide Planning Policies (CWPP)

- Housing Policy 2.2 requires the City to meet housing demand through the redevelopment of infill parcels. The subject site is very under-utilized and re-development will further this Policy.
- Economic Development and Employment Policy 5 requires the City to plan for sufficient economic growth and development to ensure an appropriate balance of land uses which will produce a sound financial posture given the fiscal/economic costs and benefits derived from different land uses. Policy 5.2 requires the reduction of inefficient sprawl development patterns. 5,000 square foot office buildings in this area of town would be sprawl. Policy 5.5 promotes development in areas with existing available facility capacity. This area has available capacity.
- Economic Development and Employment Policy 6 requires the City to add diversity of economic opportunity and employment. Policy 6.1 promotes infill development to assist in maintaining a viable market. This site is a perfect infill site with more intense development surrounding it.

- Transportation Facilities and Strategies Policy 10.4 requires using land use regulations to increase the modal split between automobiles and other forms of travel by allowing high densities in transit corridors and encouraging mixed use development. If approved, the subject site will be development with a moderate density/intensity mixed use project that is served by public transportation and is within walking distance of City Hall, the downtown area, a major park-and-ride facility and the Cushman Trail.

Consistency with the City Comprehensive Plan

- Goal #1 of the Land Use element encourages higher density development in areas that pose the fewest environmental risks. This site has no environmental constraints.
- Goal #12 encourages the provision of a broad choice of housing types. With the approval of this amendment, the property can be developed in a manner that provides small lot single family housing, attached or stacked.
- Goal #13 encourages higher density housing in areas that have easy access to major local employment areas. Downtown Gig Harbor is one of the City's largest employment areas along with the upper basin area stretching along Kimball Drive. The subject property is right in the middle of these two areas.
- Goal #18 of the Environment element encourages higher densities on land with the fewest environmental risks and this site has none.
- The Housing element of the Plan encourages reducing housing costs through policy reform, and this site can provide more affordable housing than what is typically offered within the City. Finally, Gig Harbor needs housing as evidenced by the rapidly increasing prices in the area. Suitable land for development is being used up at a rate far exceeding the planning that's been done to date. With the City allowing only 4 units per net acre throughout most of the city, we need alternatives and this site is ideal for something unique.
- Goal #4 of the Community Design element encourages enhancement of the City's sense of place by preserving corner lots for more stately development. The proposed project's mixed use building will help create a sense of arrival at one our "front doors".
- Goal #2 of the Economic Development element encourages increased economic opportunities through property revitalization by redeveloping important vacant parcels and revitalizing older commercial and business districts with the City. This project will further this goal.

Cosmopolitan Memorandum

Memorandum



ENGINEERING
G R O U P

117 South 8th Street
Tacoma, WA 98402
BFox@cosmopolitaneng.com

Phone (253) 265-2958
Fax (253) 265-6041

DATE: June 8, 2007
TO: Steve Misiurak, City of Gig Harbor
FROM: Bill Fox and David McBride, Cosmopolitan Engineering Group
RE: Wastewater Treatment Plant Capacity
FILE: GIG019

The purpose of this memorandum is to outline the current capacity of the WWTP, committed demand for capacity, and the current two-phase plan to increase capacity.

Current Flows

Maximum month (30-day average)	= 1.1 mgd
Annual average	= 0.8 mgd
Peak day	= 2.0 mgd

The WWTP is doing a very good job at meeting permit limits for the annual average conditions. However, Darrell Winans, Rick Esvelt, and we are in concurrence that the WWTP is at its maximum capacity for the maximum month and peak day flows. The onshore outfall improvements must occur to gain capacity for the peak day event, and the Phase I treatment plant improvements must occur to achieve a maximum month NPDES permitted capacity of 1.6 mgd. Please note that the NPDES permitted maximum month capacity of 1.6 mgd is greater than the current actual maximum month capacity of 1.2 mgd. 1.2 mgd is the current predicted maximum month capacity of the existing WWTP based on a treatment plant process evaluation, and is confirmed by operational experience at the plant during historical peak monthly flows.

Committed Capacity

We understand the City has issued certificates that will increase the annual average flow up to 1.1 – 1.2 mgd. If these committed flows were to be realized today, the WWTP would likely not meet NPDES permit limits for the maximum month or peak day flows. Therefore, in order to meet the commitments for additional capacity, we strongly urge the City to proceed on the fastest possible track with the implementation of the proposed Phase I WWTP improvements.

Phase I Improvements

The onshore outfall improvements are fully designed and planned for construction in 2008. This will alleviate the concern regarding the peak daily flows.

We are very near completion of the Technical Memorandum establishing the design criteria for the Phase I WWTP improvements. Because (1) the Phase I Improvements WWTP capacity will not exceed the 1.6 mgd maximum month in the NPDES permit, and (2) we are merely amending the Engineering Report for the Phase I Improvements Ecology approved in 2003, we will be able to proceed immediately into design of the Phase I improvements. The proposed schedule will have design completion by the end of this year, and construction from mid 2008 through 2009.

The Phase I treatment plant improvements will be online in late 2009, with more than enough capacity to meet your current commitments. The City's ability to meet permit limits between now and 2009 depend on how fast these demands come online, and whether we experience extreme wet conditions such as occurred last November and December.

Phase II Improvements

In our opinion, the most critical need is to meet the current commitments under Phase I with the approach previously outlined in our current schedule (dated 4/4/07). However, we also need to proceed with Phase II Improvements along a parallel track, so that the City may issue future certificates for sewer capacity. HDR is currently completing flow projections (to be finalized later in summer), and we will be preparing the Phase II (Year 2025) Engineering Report later this year. The Phase II plant capacity through 2025 will be on the order of 2.4 mgd maximum month flow.

The key question is when will the treatment capacity of Phase I improvements be exceeded through future growth. We do not know the rate at which these additional flows will come online, but our expectation is that Phase II improvements will need to be in place by 2011 or 2012. Therefore, we need to proceed with Phase II planning and design in parallel with Phase I construction. Since Phase II will require modification of the NPDES permit and SEPA documentation, Ecology approval of the Phase II Improvements will take much longer than the Phase I Improvements (thus the reason for separating the phases). We recommend the following implementation schedule for Phase II:

- | | |
|-------------------------------|------------|
| • Engineering Report complete | Early 2008 |
| • Ecology approval | Late 2008 |
| • Design completion | Mid 2009 |
| • Construction completion | Late 2010 |

Until we complete the Engineering Report, we will not have good cost projections for Phase II. However, we expect it will be a smaller scope and cost than the Phase I Improvements. The Phase I improvements design will provide stub outs and system tie in points to allow Phase II Improvements to be constructed with minimal disruption to plant operation and minimize additional costs to the City.

Summary

We believe the City is on the correct path forward relative to the WWTP improvement program. The greatest urgency is to complete Phase I improvements, which will meet the City's current sewer service commitments. The schedule we have proposed will achieve the Phase I Improvements in the minimum reasonable time.

We have the following recommendations for current actions by City staff and council:

- Proceed with Phase I Improvements as already begun (design completion in 2007)
- Begin Engineering Report for Phase II in 2007 as currently planned and contracted (for completion in early 2008)
- Budget for construction of the onshore outfall in 2008

- Raise sewer connection fees to cover costs of wastewater system improvements
- Project and monitor the rate at which committed sewer capacity comes online

We also believe there is adequate time to implement the Phase II improvements and meet future service demand, provided the Phase II (Year 2025) engineering report development commences this year. If sewer capacity is committed faster than Phase II implementation can proceed, we recommend that future sewer commitments be conditioned on the completion of the Phase II improvements.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Resolution to amend the Master Fee Schedule by adding fees to fully reimburse the City for the cost of third party review of wetland reports and wetland mitigation reports.

Dept. Origin: Planning

Prepared by: Tom Dolan

For Agenda of: September 10, 2007

Exhibits: Master Fee Resolution

**Proposed Council Action:
Approve proposed amendment to the Master Fee Schedule**

Initial & Date

Concurred by Mayor:

Approved by City Administrator: ROK 9/6/07

Approved as to form by City Atty: CAM 9/10/07

Approved by Finance Director: DR 9/5/07

Approved by Department Head: TD

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The City currently does not have an employee with the expertise to review and comment on wetland reports and wetland mitigation proposals submitted in connection with land use permits. Therefore the City must contract with an outside firm that is qualified to review wetland reports. The revised master fee schedule amendment will require project applicants to fully compensate the City for the cost of having a third party review of wetland reports.

FISCAL CONSIDERATION

The proposed fee increase is revenue neutral. Project applicants will be paying the actual costs for third party wetland reviews.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the proposed resolution that would amend the master fee schedule by requiring project applicants to pay for the costs of third party wetland reviews.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, WHICH AMENDS THE ESTABLISHED FEE SCHEDULE FOR COMMUNITY DEVELOPMENT FEES BY REQUIRING PERMIT APPLICANTS TO PAY THE ACTUAL COST OF THIRD PARTY WETLAND REVIEWS; REPEALING RESOLUTION NO. 716, ESTABLISHING FEES FOR THE SAME PURPOSES.

WHEREAS, the City of Gig Harbor has established land use, engineering and other community development fees by Resolution; and,

WHEREAS, the City of Gig Harbor does not have a wetland biologist on staff and therefore must hire a consultant to review wetland reports submitted by project applicants and must also hire a consultant to monitor wetland mitigation projects; and,

WHEREAS, GHMC 18.08.080 requires that wetland permit processing fees include the cost of the review and approval of a wetland analysis report; and,

WHEREAS, the current fees for wetland permits do not fully cover the cost of a consultant to provide such review of wetland analysis reports and monitoring of mitigation projects;

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL HEREBY AMENDS THE COMMUNITY DEVELOPMENT FEE SCHEDULE FOR 2007 AND ESTABLISHES AN ACTUAL COST FEE FOR THIRD PARTY WETLAND REPORT REVIEW AND MONITORING PER THE ATTACHED EXHIBIT "A".

APPROVED:

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk
City Clerk

Filed with City Clerk:
Passed by City Council:

Exhibit "A"

CITY OF GIG HARBOR
COMMUNITY DEVELOPMENT
FEE SCHEDULE

A. LAND USE PERMIT APPLICATION FEES

When a development proposal involves two or more permits listed in 3 through 14 below being processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees and the fees listed in 15 through 20 below are not subject to the 50% reduction.

1) Amendment to Comprehensive Plan	
Land Use Map Designation	\$3,000.00
Urban Growth Area Adjustment	\$1,000.00
Text	\$1,000.00
2) Amendments to Zoning Code	
Zoning District Boundary	\$3,000.00
Text	\$1,000.00
3) Conditional Use Permit	
Single-family / Accessory Dwelling Unit	\$500.00
Existing Nonresidential / Multiple-family Dev.	\$1,000.00
New Nonresidential / Multiple-family Dev.	\$3,000.00
4) Variance	
Single Family	\$500.00
Non-Single Family	\$1,000.00
Administrative Variance	\$250.00
Interpretation	\$500.00
5) Site Plan Review	
Site Plan Review	\$3,000.00
Site Plan Review – Engineering	\$1,450.00
Major Site Plan Amendment	\$3,000.00
Major Site Plan Amendment - Engineering	\$1,000.00
Minor Site Plan Amendment	\$500.00
Minor Site Plan Amendment - Engineering	\$400.00
6) Planned Residential District	\$3,000.00
(Exclusive of Subdivision fees)	
7) Planned Unit Development	\$3,000.00
(Exclusive of subdivision fees)	
8) Performance Based Height Exception	\$1,000.00
9) Subdivisions	
Preliminary Plat	\$3,000.00 + \$50.00/lot
Preliminary Plat - Engineering	\$1,900.00
Final Plat	\$1,000.00 + \$50.00/lot

Final Plat - Engineering	\$1,500.00
Replats	\$3,000.00 + \$50.00/lot
Plat Alterations	\$1,000.00
10) Short Subdivisions	
Summary Action	\$1,500.00
Plat Amendment	\$500.00
Summary Action - Engineering	\$500.00
Boundary Line Adjustment	\$500.00
Boundary Line Adjustment - Engineering	\$100.00
11) Binding Site Plans	
Binding Site Plan	\$1,500.00
Binding Site Plan - Engineering	\$1,450.00
Amendments	\$500.00
12) Shoreline Management Permits	
Substantial Development (based upon actual costs or fair market value, whichever is higher)	
< \$10,000	\$1,000.00
> \$10,000 < \$100,000	\$2,000.00
> \$100,000 < \$500,000	\$3,000.00
> \$500,000 < \$1,000,000	\$5,000.00
> \$1,000,000	\$7,500.00
Variance (w/o SDP)	\$1,000.00
Variance with SDP	\$500.00
Conditional Use (w/o SDP)	\$3,000.00
Conditional Use with SDP	\$1,500.00
Revision	\$500.00
Request for Exemption	\$100.00
13) Wetlands/Critical Areas Analysis	
Steep Slopes/Erosion Hazard	\$500.00
Critical Habitat	\$500.00
Wetlands Preliminary Site Investigation	\$500.00
Wetlands Report Review	\$500.00
Reasonable Use Permit	\$1,500.00
Flood Plain Development Permit	\$500.00
<u>Third Party review of wetland analysis report</u>	<u>Actual Cost</u>
<u>Third Party review of wetland monitoring report</u>	<u>Actual Cost</u>
14) Communications Facilities Application Review	
General Application Review	\$500.00
Special Exception	\$500.00
Conditional Use	\$3,000.00
15) Design Review	
Up to 10,000 sq. ft. nonresidential floor area (NRFA)	\$75.00/each 1,000 sq. ft.
10,001-20,000 sq. ft. NRFA	\$100.00/each 1,000 sq. ft.
>20,000 sq. ft. NRFA	\$125.00/each 1,000 sq. ft.
Multifamily (3 or more attached dwelling units)	\$200.00 per building +

	\$25.00/dwelling unit
Subdivision	\$500.00
Site plan or site plan amendment without NRFA	\$500.00
Single-family/duplex dwelling	\$75.00
16) Sign Permits	
All signs less than 25 sq. ft.	\$40.00
Change of Sign, all sizes	\$40.00
Request for Variance	\$500.00
Projecting	\$70.00
Wall Sign, non-illuminated:	
25-50 sq. ft.	\$70.00
51-99 sq. ft.	\$90.00
>100 sq. ft.	\$110.00
Wall Sign, illuminated:	
25-50 sq. ft.	\$80.00
51-99 sq. ft.	\$100.00
>100 sq. ft.	\$120.00
Ground Sign, non-illuminated:	
25-50 sq. ft.	\$100.00
51-100 sq. ft.	\$120.00
Ground Sign, illuminated:	
25-50 sq. ft.	\$120.00
51 -100 sq. ft.	\$140.00
Master Sign Plan Review (per Building)	
1 - 5 Tenants	\$100.00
6 - 12 Tenants	\$150.00
13+ Tenants	\$200.00
17) Development Agreements	\$500.00 + City Attorney fees
18) Special Use Permit	\$50.00
19) Historic Registry Nomination	\$100.00
20) Appeals/Reconsideration	
To the Hearing Examiner:	
Reconsideration	\$150.00
Administrative Variance	\$250.00
Administrative Decision	\$250.00
To the Building Code Advisory Board:	\$500.00
B. <u>ENVIRONMENTAL REVIEW (SEPA)</u>	
1) Checklist	\$300.00
2) Environmental Impact Statement	
Prepared by Staff	Actual Cost
Prepared by Consultant	Actual Cost
3) Appeals of Decisions	
Administrator's Final Determination (DNS or EIS)	\$250.00

C. ANNEXATION PETITION

Less than 10 acres	\$400.00
10 - 50 acres	\$1,200.00
50 - 100 acres	\$2,000.00
100 + acres	\$3,500.00

D. REQUESTS FOR INFORMATION

- 1) Land-use information, verbal No Charge
- 2) Land-use information, written response requested related to active permit No Charge
- 3) Land-use information, written response requested, file search required Cost of Copying Requested Documents

E. STAFF PREAPPLICATION REVIEW

\$300.00 (includes a written summary of the meeting)

F. ADVERTISING FEES:

For those applications which require a notice of public hearing to be published in a newspaper of general circulation, the applicant shall bear the costs of all advertising.

G. COPY SERVICES

- 1) Zoning Map/Comprehensive Plan Land Use Map (24" x 36") \$6.25
- 2) Zoning Code \$38.00
- 3) Comprehensive Plan \$36.00
- 4) Shoreline Master Program \$11.25
- 5) Critical Areas Map (24"x 36") \$6.25
- 6) Visually Sensitive Area (24"x 36") \$6.25
- 7) Design Manual \$17.40
- 8) Full Size Bond Reproduction (By Outside Service) \$0.60 per SF
- 9) Full Size Bond Reproduction (In House) \$6.25
- 10) 8-1/2" x 11" & 11" x 17" Copies \$0.15
- 11) 8-1/2" x 11" & 11" x 17" Color Copies \$0.25

H. FEE WAIVERS AND REQUIREMENTS

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued	100%
Request to withdraw application after public notice issued.	85%
Request to withdraw application following a public hearing	35%
Request to withdraw application after final action on permit by Hearing Examiner or City Council	0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

I. REVIEW OF PROJECTS IN UGA OUTSIDE CITY LIMITS WHERE CITY SEWER AND/OR WATER IS REQUESTED

The fee for city staff review of applications which have submitted a request to the City Council for utility extension services is 50% of the comparable land use permit fee as set forth in section A.

Utility Extension Request \$500

J. ENGINEERING FEES

Traffic Report Preparation

	Base Fee	Fee for Additional
PM Peak Hour Trips		
2-10	\$1,250.00	\$0.00
Over 10	\$1,250.00	Plus \$10.00 per trip over 10

Engineering Permit Fees:

Public Works Variance	\$1,200
Building Review-Single Family Residence (SFR)	\$80
Right of way (Residential)	\$100
Right of way (Commercial)	\$150
Right of way (Temporary)	\$25
Water CRC (Non-SFR)	\$80
Sewer CRC (Non-SFR)	\$80
Transportation CRC (Non-SFR)	\$80
Comprehensive Plan Change (Utility Element)	\$1,200 (plus consultant fees)
Utility System Consistency Review	\$1,200 (plus consultant fees)

Engineering Plan Review Fees:

Water: linear feet	\$150.00 for 1st 150 linear feet (lf) + \$0.28/lf
Sewer: linear feet	\$150.00 for 1st 150 linear feet (lf) + \$0.28/lf
Street or street w/curb, gutter and sidewalk	\$150.00 for 1st 150 linear feet (lf) + \$0.37/lf
Curb, gutter and sidewalk only	\$150.00 for 1st 150 linear feet (lf) + \$0.37/lf
Storm: Number of catch basins	\$110.00 for 1st + \$15.00 for each additional
Storm: Retention and detention facilities	\$150.00 each facility
Lighting(per luminare)	\$120.00 + \$10.00 per luminare
Signals	\$500.00 per intersection
Right-of-way access	\$40.00 for each Access
Resubmittal (3rd submittal)	\$80.00 per hour (8 hour minimum)

Engineering Construction Inspection Fees:

Water: linear feet	\$270.00 for 1st 150 linear feet (lf) + \$1.50/lf
Sewer: linear feet	\$270.00 for 1st 150 linear feet (lf) + \$1.50/lf
Sewer: residential step system	\$190.00 for each residence
Street	\$270.00 for 1st 150 linear feet (lf) + \$1.10/lf
Curb, gutter and sidewalk only	\$270.00 for 1st 150 linear feet (lf) + \$1.10/lf
Storm	\$130.00 per retention area + \$0.55/lf pipe
Lighting(per luminare)	\$130.00 + \$15.00 per luminare
Signals	\$1,030.00 per intersection
Right-of-Way Access - Overhead	\$290.00 for 1st 150 linear feet (lf) + \$0.08/lf
Right-of-Way Access – Underground	\$290.00 for 1st 150 linear feet (lf) + \$0.15/lf

Grease interceptor permit

\$195.00

K. BUILDING PERMIT FEES

**Table 1-1
Building Permit Fees**

Total Valuation	Fee
\$1.00 to \$500.00	\$30.50
\$501.00 to \$2,000.00	\$30.50 for the first \$500.00 plus \$4.50 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$88.00 for the first \$2,000.00 plus \$18.50 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$493.00 for the first \$25,000.00 plus \$13.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$811.00 for the first \$50,000.00 plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,252.00 for the first \$100,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,075.00 for the first \$500,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,067.00 for the first \$1,000,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$109.00
Building Permit Plan Review Fees	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
Base Plan Fees	
Base Plan Application Filing Fee.	\$50.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	70% of the plan review fee calculated under T 1-1 for new construction.

Grading Plan Review Fees	
100 Cu. Yds. or less	\$30.40
101 to 1000 Cu Yds.	\$47.00
1,001 to 10,000 Cu. Yds.	\$63.00
10,001 to 100,000 Cu. Yds.	\$63.00 for the first 10,000 plus \$31.50 each additional 10,000 or fraction thereof.
100,001 to 200,000 Cu. Yds.	\$340.00 for the first 100K plus \$17.50 for each additional 10,000 or fraction thereof.
200,001 Cu. Yds. or more	\$507.00 for the first 200,000 plus \$10.00 for each additional 10,000 or fraction thereof.
Grading Permit Fees	
100 Cu. Yds. or less	\$47.00
101 to 1000 Cu. Yds.	\$47.00 for the first 100 Cu. Yds. plus \$23.00 for each additional 100 Cu. Yds or fraction thereof.
1,001 to 10,000 Cu. Yds.	\$245.50 for the first 1,000 Cu. Yds. plus \$18.50 for each additional 1,000 Cu. Yds. or fraction thereof.
10,001 to 100,000 Cu. Yds.	\$409.50 for the first 10,000 Cu. Yds. plus \$84.00 for each additional 10,000 Cu. Yds. or fraction thereof.
100,001 Cu. Yds or more	\$1,159.00 for the first 100,000 Cu. Yds. plus \$47.00 for each additional 10,000 Cu. Yds. or fraction thereof.

Table 1-2
Square Foot Construction Costs^{a,b,c}

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	180.22	174.42	170.37	163.36	151.92	151.11	158.20	140.76	135.70
	Theaters, without stage	166.23	160.44	156.38	149.39	137.93	137.14	144.23	126.77	121.71
A2	Assembly, nightclubs	\$135.94	\$132.13	\$128.82	\$123.98	\$115.98	\$114.57	\$119.46	\$105.64	\$102.14
	Restaurants, bars, banq. halls	134.85	131.04	126.64	122.90	113.81	113.48	118.37	103.47	101.06
A-3	Assembly, churches	166.91	161.12	157.06	150.06	138.59	137.79	144.91	127.44	122.38
	General, comm., halls, libraries museums	138.20	132.41	127.26	121.34	108.78	109.87	116.20	97.63	93.65
A-4	Assembly, arenas	134.85	131.04	126.19	122.90	113.81	113.48	118.37	103.47	101.06
B	Business	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
E	Educational	145.77	140.85	136.82	130.76	120.62	117.77	126.44	107.77	103.74
F-1	Factory/Industrial, mod. Hazard	84.18	80.32	75.52	73.23	63.28	64.36	70.25	53.96	51.27
F-2	Factory/Industrial, low hazard	83.10	79.23	75.52	72.15	63.28	63.28	69.16	53.96	50.18

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
H-1	High hazard, explosives	79.07	75.20	71.49	68.12	59.41	59.41	64.81	50.10	N.P.
H-2-4	High hazard	79.07	75.20	71.49	68.12	59.41	59.08	65.13	50.10	46.31
H-5	HPM	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
I-1	Institutional, supervised	137.07	132.37	128.81	123.58	113.38	133.32	119.84	104.21	100.08
I-2	Institutional, incapacitated	231.07	226.05	221.79	215.73	202.35	N.P.	211.02	190.53	N.P.
I-3	Institutional, restrained	157.69	152.66	148.41	142.35	130.69	128.99	137.63	118.87	112.97
I-4	Institutional, day care	137.07	132.37	128.81	123.58	113.38	113.32	119.84	104.21	100.08
M	Mercantile	101.30	97.49	93.08	89.33	80.78	80.45	84.80	70.43	68.03
R-1	Residential, hotels	138.45	133.74	130.18	124.96	114.82	114.76	121.27	105.64	101.53
R-2	Residential, multi-family	138.44	132.78	128.52	122.25	110.29	110.20	118.02	99.27	94.32
R-3	Residential, 1/2 family	131.49	127.85	124.70	121.27	115.52	115.25	119.24	109.99	102.10
R-4	Residential, care/asst. living	137.07	132.37	128.81	123.58	113.38	113.32	119.84	104.21	100.08
S-1	Storage, moderate hazard	77.98	74.11	69.31	67.03	57.24	58.32	64.05	47.93	45.23
S-2	Storage, low hazard	76.89	73.03	69.31	65.95	57.24	57.24	62.96	47.93	44.14
U	Utility, miscellaneous	\$59.55	\$56.30	\$52.96	\$50.31	\$43.64	\$43.64	\$47.49	\$35.88	\$34.16

- a. Private garages use utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. N.P. = not permitted

**Table 1-3
Plumbing Permit Fees**

Permit Issuance

- 1. For issuing each permit \$25.00
- 2. For issuing each supplemental permit \$13.00

Unit Fee Schedule (in addition to items 1 and 2 above)

- 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor) \$9.00
- 2. For each building sewer and each trailer park sewer \$18.50
- 3. Rainwater Systems - per drain (inside building) \$9.00
- 4. For each cesspool (where permitted) \$31.50
- 5. For each private sewage disposal system \$50.00
- 6. For each water heater and/or vent \$9.00
- 7. For each gas-piping system of one to five outlets \$6.50
- 8. For each additional gas-piping system outlet (per outlet) \$2.50

**Table 1-3
Plumbing Permit Fees - cont.**

9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$19.00
10. For each installation, alteration, or repair of water piping and/or water treating equipment, each	\$9.00
11. For each repair or alteration of drainage or vent piping, each fixture	\$9.00
12. For each lawn sprinkler system on any one meter including backflow protection devices therefore	\$9.00
13. For atmospheric-type vacuum breakers not included in item 12: 1 to 5	\$6.50
over 5, each	\$1.50
14. For each backflow protective device other than atmospheric-type vacuum breakers: 2 inch (51 mm) diameter and smaller	\$9.00
over 2 inch (51 mm) diameter	\$18.50
15. For each gray water system	\$50.00
16. For initial installation and testing for a reclaimed water system (excluding initial test)	\$38.00
17. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$38.00
18. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$63.00
19. For each additional medical gas inlet(s)/outlet(s)	\$6.50

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

**Table 1-4
Mechanical and Fuel Gas Permit Fees**

Permit Issuance

1. For issuing each permit	\$30.50
----------------------------	---------

Unit Fee Schedule (in addition to issuance fee above)

2. HVAC units up to and including 100,000 Btu	\$19.50
3. HVAC units over 100,000 Btu	\$24.00
4. Each appliance vent or diffuser without appliance	\$10.00
5. Repair of each appliance & refrigeration unit	\$17.50
6. Each boiler / compressor 100,000 Btu or 3 hp	\$19.50
Each over 100K to 500K Btu or over 3 hp to 15 hp	\$35.00
Each over 500K to 1,000K Btu or over 15 hp to 30 hp	\$48.00
Each over 1,000K to 1,750K Btu or over 30 hp to 50 hp	\$70.50
Each over 1,750K or over 50 hp	\$117.50
7. Each air handler up to 10,000 cfm	\$14.50
8. Each air handler over 10,000 cfm	\$24.00
9. Each VAV box	\$14.50

**Table 1-4
Mechanical and Fuel Gas Permit Fees - cont.**

10. Each evaporative cooler other than portable type	\$14.50
11. Each ventilation fan connected to a single duct	\$10.00
12. Each ventilation system not part of a system under permit	\$14.00
13. Each hood served by mech. exhaust system including the ductwork	\$14.00
14. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	\$14.00
15. Each fuel gas piping system of one to five outlets	\$6.50
16. Each additional fuel gas outlet	\$2.50

Plan Review Fee

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

**Table 1-5
Fire System Permit Fees**

Type of Fire Protection System	Fees (includes plan review, testing, and inspection)
Fire Alarm Systems	
New Com./Multi. Fam. (first 4 zones)	\$434.50 plus \$1.50 per device
Additional zones	\$54.50 ea. plus \$1.50 per device
Tenant Improvement	\$326.00 plus \$1.50 per device
Additional Zones	\$54.50 plus \$1.50 per device
Residential (1-2 fam. dwellings)	\$174.50 plus \$1.50 per device
Sprinkler supervision/notification only	\$185.00 plus \$1.50 per device
System upgrade	One half the above listed fees for new work.
Fire Sprinkler Systems	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	\$190.00 +3.00/head
2. Each wet riser over 99 heads	\$532.00
3. Each dry riser over 99 heads	\$661.50
4. Each new deluge or pre-action system	\$661.50
5. Each new combination system	\$858.00
6. Sprinkler underground	\$137.00
7. Revision to existing system	\$60.00+ 2.25/ head
8. High piled stock or rack system	
Add to riser fee	\$342.00
NFPA 13D systems	
1. Per dwelling unit fee	\$274.00
Standpipe Systems	
1. Each new Class 1 system	
Dry system	\$263.00
Wet system	\$377.00
2. Each new Class 2 system	\$456.00

**Table 1-5
Fire System Permit Fees – cont.**

3. Each new Class 3 system	\$456.00
Fire Pumps	\$827.50
Type I Hood Suppression Systems	
1. Pre-engineered	\$215.00
2. Custom engineered	\$377.00
Fixed Pipe Fire Suppression	
1. Pre-engineered	\$228.00
2. Custom engineered	\$524.50

**Table 1-6
Additional Services**

1. Inspections outside of normal business hours	\$60.00 per hour ¹
2. Reinspection fee	\$60.00 per hour
3. Inspections for which no fee is specifically indicated	\$60.00 per hour
4. Fire Code Operational Permit Inspection	\$60.00 per hour
5. Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$60.00 per hour
6. Temporary Certificate of Occupancy	\$217.50
7. Certificate of Occupancy for change in use	\$60.00
8. Adult Family Home licensing inspection	\$60.00
9. Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
10. Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.

¹ A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7
Fire Code Operational and Construction Permit Fees**

Operation	Fee
Aerosol Products	\$60.00
Amusement Buildings	\$60.00
Aviation Facilities	\$119.50
Carnivals and fairs	\$60.00
Battery systems	\$119.50
Cellulose nitrate film	\$60.00
Combustible dust producing operations	\$60.00
Combustible fibers	\$60.00
Exception: Permit not required for agricultural storage	

Table 1-7

Fire Code Operational and Construction Permit Fees - cont.

Compressed gases	\$60.00
Exception: Vehicles using CG as a fuel for propulsion	
See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for:	\$60.00
placement of retail fixtures and displays, concession equipment,	
displays of highly combustible goods and similar items in the mall;	
display of liquid or gas fired equipment in the mall;	
use of open flame or flame producing equipment in the mall.	
Cryogenic fluids	\$60.00
Exception: Vehicles using cryogenic fluids as a fuel for propulsion	
or for refrigerating the lading.	
See IFC T. 105.6.11 for permit amounts	
Dry cleaning plants	\$60.00
Exhibits and trade shows	\$60.00
Explosives	\$119.50
Fire hydrants and valves	\$60.00
Exception: Authorized employees of the water company	
or fire department.	
Flammable and combustible liquids	\$119.50
In accordance with IFC 105.6.17	
Floor finishing	\$60.00
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	\$60.00
Using ethylene gas	
Fumigation and thermal insecticidal fogging	\$60.00
Hazardous materials	\$60.00
See IFC T. 105.6.21 for permit amounts	
HPM facilities	\$119.50
High piled storage	\$119.50
In excess of 500 sq. ft.	
Hot work operations	\$60.00
In accordance with IFC 105.6.24	
Industrial ovens	\$60.00
Lumber yards and woodworking plants	\$60.00
Liquid or gas fueled vehicles or equipment	\$60.00
In assembly buildings	
LP Gas	\$119.50
Exception: 500 gal or less water capacity container	
serving group R-3 dwelling	
Magnesium working	\$60.00
Miscellaneous combustible storage	\$60.00
In accordance with IFC 105.6.30	
Open burning	\$60.00
Exception: Recreational fires	
Open flames and torches	\$60.00
Open flames and candles	\$60.00
Organic coatings	\$60.00
Places of assembly	\$60.00

Table 1-7

Fire Code Operational and Construction Permit Fees - cont.

Private fire hydrants	\$60.00
Pyrotechnic special effects material	\$60.00
Pyroxylin plastics	\$60.00
Refrigeration equipment	\$60.00
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	\$60.00
Rooftop heliports	\$119.50
Spraying or dipping	\$60.00
Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts	\$60.00
Temporary membrane structures, tents and canopies	\$60.00
Except as provided in IFC 105.6.44	
Tire re-building plants	\$60.00
Waste handling	\$60.00
Wood products	\$60.00
Required Construction Permits	
Automatic fire extinguishing systems	Ref. Table 1-5
Compressed gases except as provided under IFC 105.7.2	Ref. Table 1-3
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.5	\$119.50
Hazardous materials	\$119.50
Industrial ovens regulated under IFC Ch. 21	\$119.50
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	\$119.50
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies	Included in Op.
Except as provided under IFC 105.7.12	Permit Fee



**Business of the City Council
City of Gig Harbor, WA**

**Subject: Gig Harbor Police August 2007
Council Report**

Proposed Council Action: Review

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *(Signature)*

For Agenda of: September 10, 2007

Exhibits: Report attached

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 9/5/07

Approved as to form by City Atty: N/A

Approved by Finance Director: N/A

Approved by Department Head: *(Signature)*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR AUGUST 2007
DATE: SEPTEMBER 10, 2007

DEPARTMENTAL ACTIVITIES

August 2007 YTD ***calls for service*** when compared to August 2006 YTD ***calls for service*** show an increase of 843 dispatched calls. Essentially this means the community has requested our services more often this year. This is indicative of our community really showing an increase demand for police services as our commercial and residential projects begin to mature.

During this time frame we have seen 128 fewer ***reports written*** by our officers. I don't think this number is significant at this point. This could be an indication our officers are using creative problem solving skills that mediate the need to file an official police report.

DUI arrests for 2007 YTD are up by 16 compared to 2006. It is no surprise that as Chief I have made it a priority to establish a zero tolerance policy with DUIs. We also participate regularly in grant funded DUI emphasis programs like the recent "Drive Hammered, Get Nailed" campaign that ran through the last part of August. We had eight DUIs during the month of August, which is higher than normal.

Our ***traffic infractions*** are up 357 this year; and our criminal traffic citations are up by 84. Statistics show our August 2007 YTD ***traffic accidents*** have decreased by 29 accidents when compared to July 2006 YTD. This is very encouraging and can possibly be attributed to a couple things that are different than last year; 1) our officers are writing more tickets and giving more warnings. Our August 2007 infraction total was 194, which is one of the highest monthly totals in 2007. Our warning total for August was 396, which is the top amount for one month in recent years. We are encouraging our officers to be very aggressive in stopping vehicles especially during the nightshifts 2) we have had a traffic officer on a police motorcycle the last several months, which can serve as a deterrent to risky driving behavior that contributes to traffic collisions. We did have three accidents in our roundabout at Burnham Drive and Borgen Blvd. One resulted in minor injuries to a motorcyclist that lost control after encountering oil on the roadway.

August 2007 YTD statistics show our ***misdemeanor and felony arrests*** are down by 21 and six arrests respectively when compared to the same time period in 2006. I don't see these figures as statistically significant at this point. I want to wait until the end of

the year before suggesting we might be transferring criminal behavior outside the jurisdictional boundaries of the city of Gig Harbor with our proactive policing techniques.

Category	August 2007					
	August 2006	August 2007	Change	YTD 2006	YTD 2007	Change
Calls for Service	351	548	197	2788	3631	843
General Reports	172	175	3	1344	1216	-128
Criminal Traffic	7	25	18	61	145	84
Infractions	81	194	113	678	1035	357
Criminal Citations	0	18	18	8	154	146
Warrant Arrests	6	10	4	47	67	20
Traffic Reports	17	10	-7	137	108	-29
DUI Arrests	3	8	5	24	40	16
Misdemeanor Arrests	30	36	6	257	236	-21
Felony Arrests	11	13	2	84	78	-6
FIR's	2	4	2	15	29	14

TRAFFIC ACCIDENTS FOR AUGUST 2007					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
8/4/2007	15:10	Olympic Dr. & Pt. Fosdick Dr.	Non	GH070962	37
8/6/2007	16:35	5500 Borgen Blvd.	R/A-Non	GH070970	33
8/8/2007	17:46	Soundview Dr. & Hunt St.	Non	GH070983	50
8/9/2007	17:45	Olympic Dr. & Hollycroft	Non	GH070984	67
8/11/2007	13:39	Olympic Dr. & 53rd Ave.	H&R	GH070994	N/A
8/15/2007	13:47	Pt. Fosdick Dr. & Olympic Dr.	Non	GH071011	23
8/17/2007	15:26	Olympic Dr. @ SR 16	Non	GH071024	22
8/24/2007	9:25	Wollochet @ SR16	Non	GH071054	17
8/24/2007	9:59	6745 Kimball Dr.	Non	GH071056	72
8/27/2007	16:41	Burnham Dr. & Borgen Blvd.	R/A-Inj	GH071077	21
8/28/2007	13:35	38th Ave & 60th St. Ct.	INJ	GH071080	21
8/31/2007	14:30	5500 Olympic Dr.	H&R	GH071091	N/A
8/31/2007	17:26	Burnham Dr. & Borgen Blvd.	R/A-Non	GH071092	45

Attached you will find several graphs that track 2007 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2007 (remember some of the graphs contain cumulative numbers).

The Reserve Unit provided 40.5 hours of volunteer time this last month. We are actively recruiting additional reserve officers in preparation for the Reserve Academy being held after the first of next year.

The COPS (Citizens on Patrol) program was active in July. Ken worked 28 hours during the month of August placing the speed trailer at the following locations:

- ✓ Harborview
- ✓ Pt. Fosdick
- ✓ North Creek
- ✓ Vernhardson
- ✓ Soundview
- ✓ Briarwood

The Marine Services Unit (MSU) participated in the annual Heritage Row Kayak Races on August 25th. As I mentioned in our weekly report we were granted a Safe Boating Grant from the Washington Parks and Recreation Commission in the amount of \$6,272. This will allow increased patrol time for the MSU from September 1 through June 30, 2008. MSU engaged in the following activities during the month of August:

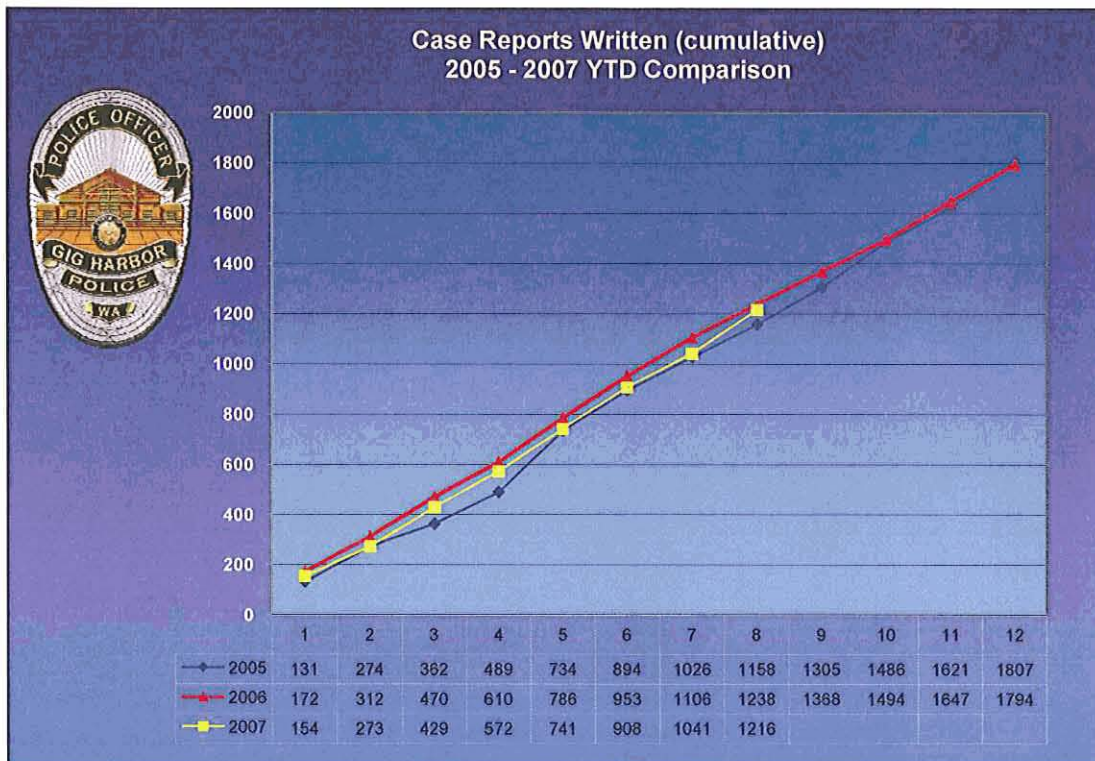
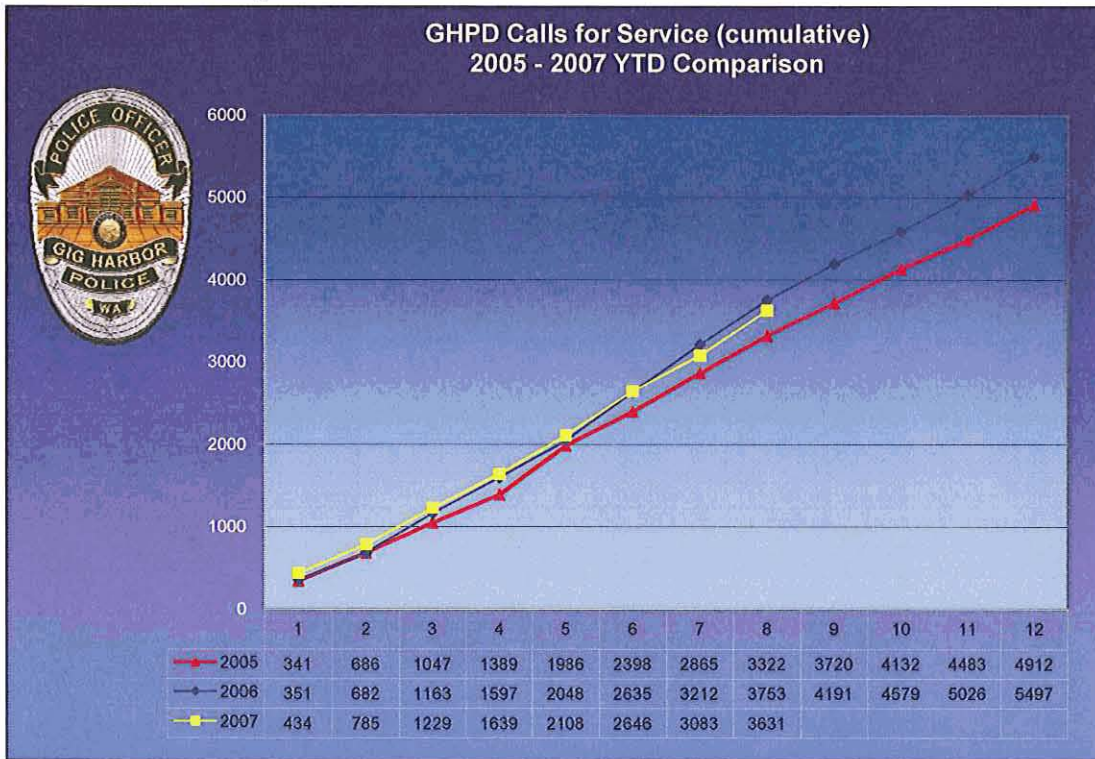
- PATROL HOURS: 64.5
- ADMINISTRATIVE HOURS: 6.5
- MAINTENANCE HOURS: 0

Total officer hours 71

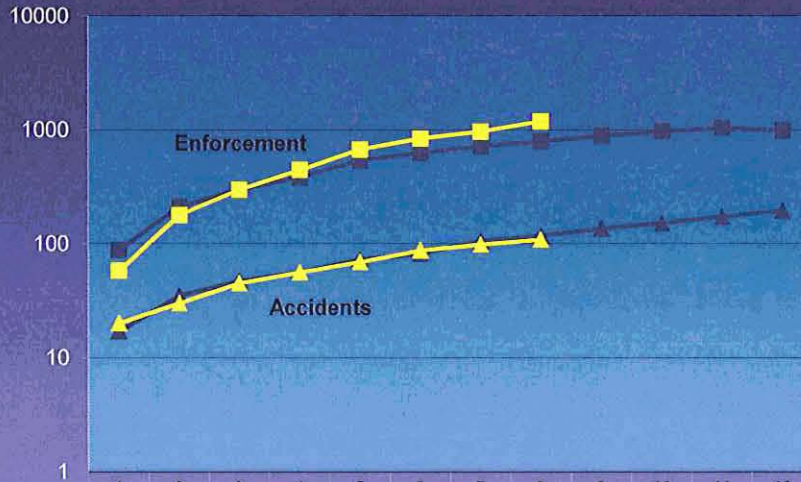
Activity Breakdown:

- CALLS FOR SERVICE: 11
- BOATER ASSISTS: 7
- SEARCH & RESCUE CALLS: 1
- WRITTEN SAFETY INSPECTIONS: 27
- VERBAL VIOLATION WARNINGS: 29
- WRITTEN CITATIONS: 1

August 2007 YTD MONTHLY ACTIVITY GRAPHS

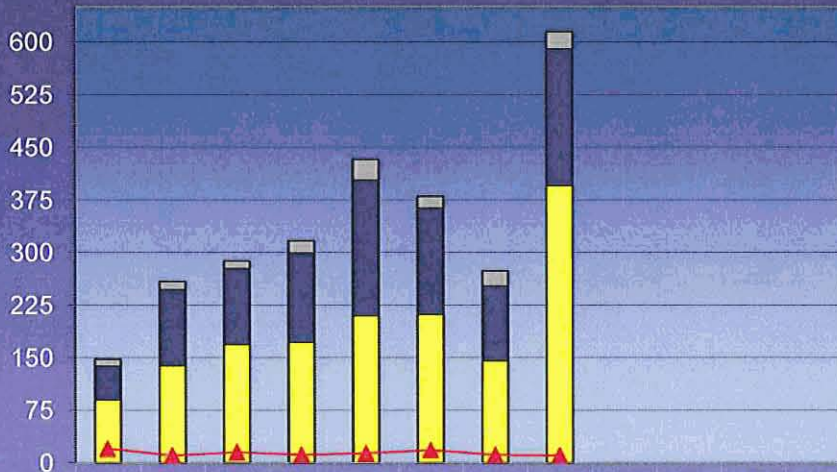


Trends: Traffic Enforcements vs. Accidents 2006 - 2007 YTD Comparison (cumulative)



2006 Infractions + Citations	88	211	297	392	536	628	717	788	888	970	1038	985
2007 Infractions + Citations	58	178	297	442	665	833	961	1180				
2006 Reportable Accidents	17	35	47	56	72	82	105	117	136	152	173	194
2007 Reportable Accidents	20	30	45	56	69	87	98	108				

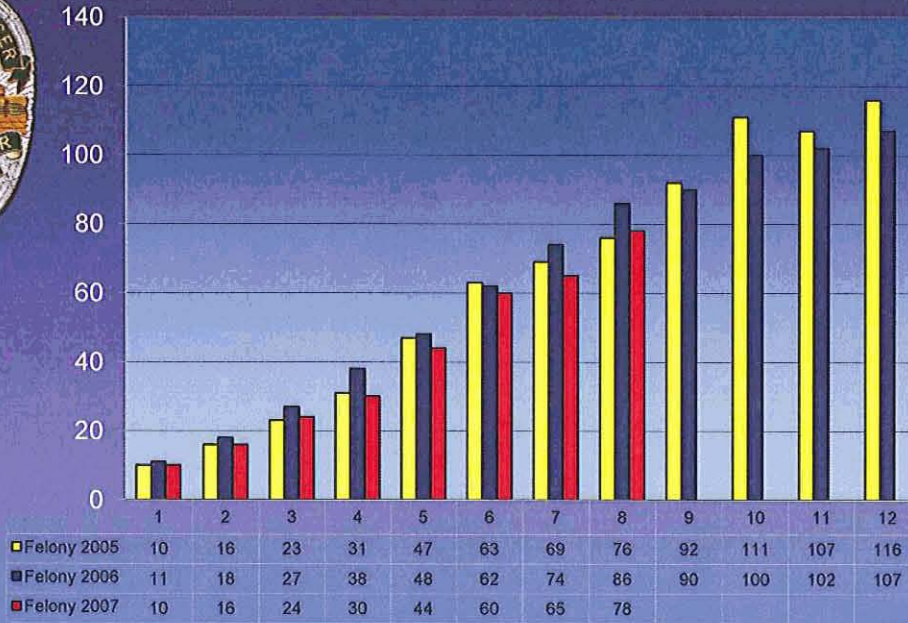
2007 Traffic Enforcement vs. Accidents Comparison Monthly Totals



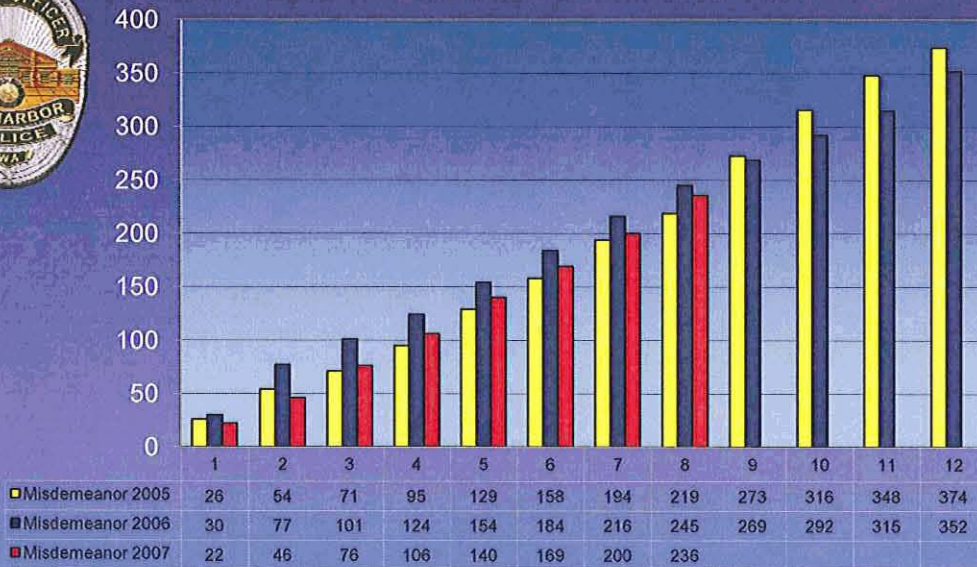
Criminal Traffic Citations	10	12	11	18	30	17	22	25	0	0	0	0
Infractions	48	108	108	127	193	151	106	194	0	0	0	0
Verbal Warnings	90	139	169	172	210	212	146	396	0	0	0	0
Accidents	20	10	15	11	13	18	11	10				



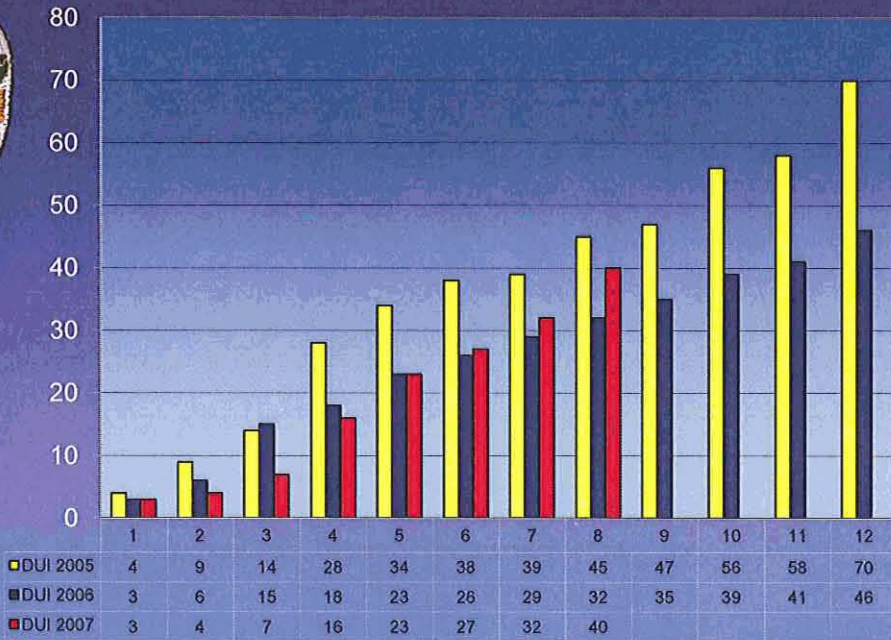
Felony Arrests (cumulative) 2005 - 2007 YTD Comparison



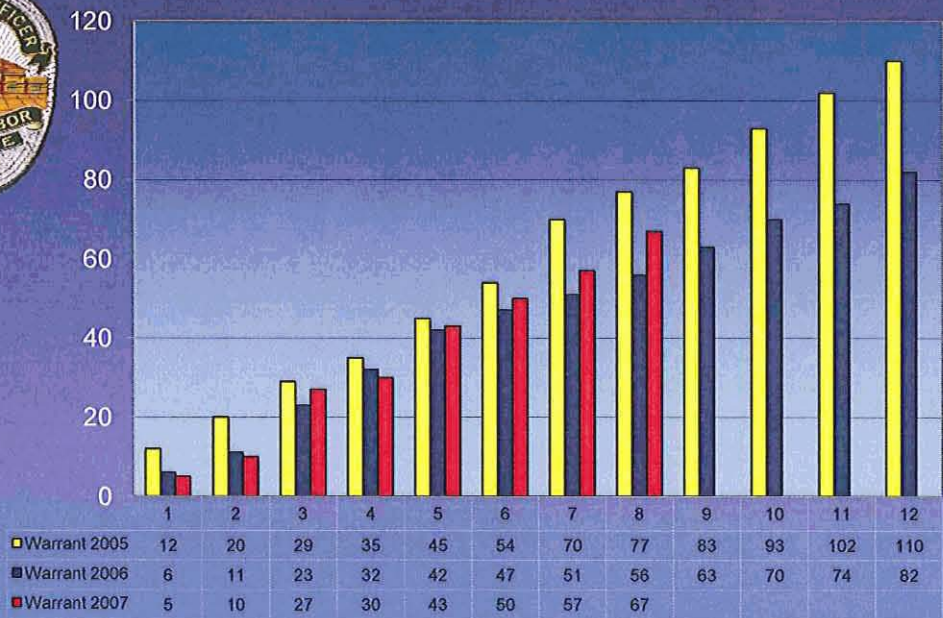
Misdemeanor Arrests (Cumulative) 2005 - 2007 YTD Comparison



DUI Arrests (cumulative)
2005 - 2007 YTD Comparison



Warrant Arrests (cumulative)
2005 - 2007 YTD Comparison





City Park at Crescent Creek

