

Gig Harbor City Council Meeting

**March 22, 2010
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, March 22, 2010 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of March 8, 2010.
2. Receive and File: a) Minutes of Jerisich-Skansie Joint Worksession of March 1, 2010.
3. Correspondence / Proclamations: a) Boys & Girls Club Week; b) Census 2010 Support.
4. LL Action: a) Renewals: St. Anthony Hospital, GH Farmers Market Assoc., The Green Turtle, Kimball Espresso Gallery, Harbor Greens, and Maritime Inn; b) Special Occasion Liquor License – Kiwanis Club; c) Special Occasion Liquor License – Soroptomist Club.
5. Third Amendment to Hearing Examiner Contract.
6. Letter of Understanding – Employee Guild.
7. Summer Sounds Concerts Contracts.
8. Tacoma RC Visitors Bureau Agreement.
9. Eddon Boat Property – Long Term Monitoring Plan Implementation.
10. Approval of Payment of Bills for March 22, 2010: Checks #63193 through #63308 in the amount of \$543,768.38.

PRESENTATIONS:

1. Boys & Girls Club Week Proclamation
2. Census 2010 Support Proclamation.

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

OLD BUSINESS:

1. Thurston Lane.
2. Second Reading of Ordinance – Revising Grease Interceptors Ordinance 1107 to Reflect Uniform Plumbing Code Update.

NEW BUSINESS:

1. Public Hearing – 2010 Comprehensive Plan Amendment Docket.
2. First Reading of Ordinance – Title 15 Update.
3. First Reading of Ordinance – Street Latecomer's.

STAFF REPORT:

1. Wastewater Capacity Update.
2. PROS Plan Approval Schedule.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations & Public Projects Committee – Thur. Mar 25 at 3:00 p.m.
2. Planning / Building Committee – Mon. Apr 5 at 5:15 p.m.
3. Gig Harbor's Traffic Demand Model Presentation – Thurs. Apr 8 from 8:30 a.m. to noon.
4. Intergovernmental Affairs Committee – Mon. Apr. 12 at 4:30 p.m.
5. Volunteer Appreciation Event – Mon. Apr 19th at 5:30 p.m.
6. Jerisich / Skansie Parks Workstudy Session II – Mon. Apr 19 at 6:30 p.m.

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

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – MARCH 8, 2010

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

CALL TO ORDER: 5:33 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of February 22, 2010.
2. Receive and File: a) GHPD Year-end Report.
3. Liquor License Actions: a) Renewals: Water to Wine; Costco; Eagles; Gig Harbor 76; Il Lucano; Tokyo Teriyaki; Judson Street Café; Gateway to India; Hot Iron 750; Gourmet Essentials; and Tides Tavern. b) Special Occasion – St. Nicholas Catholic School. c) Change: The Green Turtle.
4. Correspondence/Proclamations: none
5. Resolution – Surplus Equipment.
6. Thurston Lane.
7. 2010 Traffic Model Update, 2010 Capacity Availability Report – Consultant Services Contract - PTV America, Inc.
8. Pierce County Storm Water Mapping Inventory Annual Service Agreement.
9. Street Names – Hunt Highlands Residential Development.
10. Wastewater Treatment Plant Phase 1 – Change Order No. 2.
11. Amendment to Contract for Specialized Attorney Services/Environmental - Salter Joyce Ziker, PLLC.
12. Eddon Boat Dock Reconstruction Project – Engineering Contract.
13. Approval of Payment of Bills for March 8, 2010: Checks #63040 through #63192 in the amount of \$1,232,427.05.
14. Approval of Payroll for the month of February: Checks #5649 through #5661 and direct deposit transactions in the total amount of \$337,894.56.

Councilmember Payne asked that Consent Agenda Item No. 6 be moved to New Business for further discussion.

MOTION: Move to adopt the amended Consent Agenda as amended to move Agenda Item No. 6 - Thurston Lane to New Business.
Kadzik / Malich – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Providing for the Issuance and Sale of Water and Sewer Revenue Bonds. David Rodenbach announced that during the past week the city received an “AA-” Bond Rating which equates to approximately \$100,000 savings on this current bond issue. He introduced David Trageser to present the information.

David Trageser – Senior Vice-President for D.A. Davidson. Mr. Trageser handed out a summary of the bond results, encouraging Council to review the Standard and Poor's Rating Report on file with the city. He said the final results of the bond rating are better than projected and gave a brief overview of the information.

MOTION: Move to adopt Ordinance No. 1184.
Kadzik / Payne – unanimously approved.

MOTION: Move to authorize the bond purchase agreement with D.A. Davidson date March 8, 2010.
Ekberg / Kadzik – unanimously approved.

2. Nomination to Pierce Transit Board of Commissioners. City Administrator Rob Karlinsey mentioned that the Board meets at 4:00 p.m. on the second Monday of each month and meetings last approximately one to three hours. Due to the conflict with the city's Council meetings, no one offered to be nominated at this time.

NEW BUSINESS:

1. First Reading of Ordinance – Revising Grease Interceptor Ordinance 1107 to Reflect Uniform Plumbing Code Update. Wastewater Treatment Plant Supervisor Darrel Winans presented the background information for this ordinance that addresses the regulation of the installation, maintenance, generation and disposal of grease interceptor waste. He addressed Council questions on several topics such as the effects of grease on the infrastructure, definitions, implementation, inspections, compliance, and penalties. This will return for a second reading at the next meeting.

2. First Reading of Ordinance – Establishing a Process for Street Latecomers Agreements. Mayor Hunter announced that Senior Engineer Emily was not able to present and this would return at the next meeting for a first reading.

3. Thurston Lane. Mayor Hunter invited those in the audience who signed up to come forward and speak.

David Yando – 4041 Ruston Way, Tacoma. Mr. Yando explained that Thurston Lane is a private road owned by his client, Doug Clark. He handed out a letter sent to surrounding property owners from the Public Works Department dated December 2, 2009 that says Thurston Lane is private property and this is a private land issue. He addressed the unrecorded Ordinance No. 306 saying it does not establish Thurston Lane; there is no legally recorded street. He also handed out copies of the city's survey given to his client at the time he purchased the property in 2003 which does not show Thurston Lane. He said his client was assured in the Purchase and Sale Agreement that he could develop the entire two lots. Mr. Yando supplied copies of the current Assessor's Map and other older maps, saying that none show Thurston Lane on record. He said that this is a land use action affecting his client, who was not notified of the action to affirm Thurston Lane as a public street tonight. He said that this action should

be stricken and the city needs to deal with the property owner. He said that Council should not be involved until the city owns the property.

Councilmember Young asked why this didn't come up during the property purchase. Mr. Yando responded that it's not a recorded street and only serves that building. It's been barricaded since BCT purchased the property and is marked as a private road on the adjacent telephone pole.

Doug Clark – 9720 Harborview Place. Mr. Clark, owner of property at 3105 Judson Street, said he bought the building through the city who acted as their own representation without an insurance agent. The City Manager at the time walked the property with him and sold him on the benefits of the property which included the fact that he could build clear to the property line which would have immediately removed any opportunity for a pass-through access. From time to time he barricades the property just to keep the context of a private access. He said at this time he has no intent to barricade the access but he wants to reserve the right of value for future development. He said he was uncomfortable enough with the Purchase and Sale Agreement to have it indemnify him against any claims by any party any time in the future, including all legal costs. He stressed that no roads were identified in the Purchase and Sale Agreement or the Statute Warranty Deed; said he has been paying full taxes on the property; that there is no exclusion, no easement, no grant nor any documentation that this in more than private access for his tenants. He said he is willing to help out, but the idea that someone can come in and take this is hard for him to hear. He voiced concern that he has lived here fifty years and yet no one from the city has called him to say there still is a problem; he thought this had been resolved after meeting with David Stubchaer and speaking with Dick Bower.

Councilmembers asked questions of Mr. Clark about the roadway and the purchase and sale agreement.

Gary Allen, Baseline Engineering – 4619 Bear Creek Lane. Mr. Allen said he looked at Mr. Clark's documents and he agrees that on the Boundary Line Adjustment drawings prepared for the city, Thurston Lane was not showing at all. It should have shown if it was a road similar to Adams and Judson.

Councilmember Malich asked about any disclaimer language in case of the discovery of information unknown at the time of the survey. Mr. Allen said that there is no disclaimer on this survey.

David McGoldrick. Mr. McGoldrick, attorney for the adjacent property owner, said that he hopes that Council votes to affirm Thurston Lane as a public street as his client's development is being help up due to fire hydrant access. He said that other property owners on Harborview that use Thurston daily to access the back of their property and would also be jeopardized if this does not occur. He stressed certain points that the County Assessor's Map does show Thurston Lane, ordinances generally are not recorded, and this street which has been open to the public for decades cannot be

vacated by a purchase and sale agreement. He again encouraged Council to affirm Thurston as a public street.

City Attorney Angela Belbeck explained that Council can vote tonight or hold consideration until this can be discussed in Executive Session.

Councilmembers asked for further documentation and directed staff to bring this back at the next meeting.

STAFF REPORT:

1. Wastewater Treatment Plant Clarifier No. 4. City Administrator Rob Karlinsey explained that the number of ERUs that will be freed up by Clarifier No. 4 continue to be adjusted; he will come back at the next meeting with final numbers.

2. Path Forward for Skansie/Jerisich Parks and the PROS Plan. Mr. Karlinsey reported on a proposed schedule of meetings. He said that the recommendations from the Skansie/Jerisich Parks Plan will be incorporated into the PROS Plan which will then be included in the Comprehensive Plan to be adopted in the fall.

3. Anti-Panhandling Ordinance. Chief Davis said they have received quite a bit of community input on the panhandler activity on Point Fosdick. He reassured Council that there would be a process and dialog in response to these concerns. He said that this will be on the Finance and Safety Committee agenda for March 22nd.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Pierce Conservation District 2009 Municipal Partner Award. Mayor Hunter reported that the city received this award for participating in the conservation program.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Mar 15th at 4:00 p.m. **Rescheduled to Monday, March 22nd at 4:30 p.m.**
2. Operations Committee: Thu. Mar 18th at 3:00 p.m. **Rescheduled to Thursday, March 25th.**
3. Gig Harbor's Traffic Demand Model Presentation: Thu. Apr 8 from 8:30 a.m. to noon.

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30.110(1)(i); for the purpose of discussing a personnel issue and Guild Negotiations per RCW 42.30.140(4)(a); and to discuss the acquisition of real estate per 42.30.110(1)(a).

MOTION: Move to adjourn to Executive Session at 6:40 p.m. for the purpose of discussing potential litigation per RCW 42.30.110(1)(i); to discuss a personnel issue and Guild Negotiations per RCW 42.30.140(4)(a); and to discuss the acquisition of real estate per 42.30.110(1)(a) for approximately forty minutes.
Payne / Kadzik – unanimously approved.

MOTION: Move to return to regular session at 7:24 p.m.
Ekberg / Franich– unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:24 p.m.
Ekberg / Franich – unanimously approved.

CD recorder utilized: Tracks 1002 – 1027

Charles L. Hunter, Mayor

Molly Towslee, City Clerk



GIG HARBOR CITY COUNCIL JOINT WORKSESSION MINUTES

DATE: March 1, 2010
TIME: 5:30 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Mayor Hunter, Councilmembers Kadzik, Payne, Malich, Conan, Franich, Young and Ekberg.
STAFF PRESENT: Rob Karlinsey, Peter Katich, Kristin Moerler, Dick Bower and Molly Towslee. Several other staff members were present in the audience.
OTHERS PRESENT: Planning Commission Members Emily Cross, Michael Perrow and Nick Tarabochia. Jerisich - Skansie Ad Hoc Committee Members Tomi Kent, Guy Hoppen and Greg Lovrovich.

Several members of the Community were present.

INTRODUCTION

After roll call, Mayor Hunter asked City Administrator Rob Karlinsey to present the background information to bring forward proposals for the Jerisich-Skansie Parks.

- First Skansie Ad Hoc Committee – 2003
- Historical Inventories
- Second Skansie / Jerisich Ad Hoc Committee – 2008
- Dock & Pier Feasibility Committee – 2009

Mr. Karlinsey further explained that we are getting closer to bringing final recommendations to Council for a vote and suggested the process of another workshop in April, a public hearing the end of April, and final vote on various components for these two parks in May.

He then presented an update on the Port of Tacoma Grant Application to extend Jerisich Dock. He said that if Council is interested a presentation would need to be given to the Port Board before June.

Council and staff discussed the grant opportunity and what would be required before moving to the next agenda item.

FLOATS and PIERS

2008 Skansie Ad Hoc Committee Report

Greg Lovrovich gave an overview of the committee effort to bring a recommendation forward. He said that community support and the message was consistent for a multi-

use pier as opposed to a Jerisich Dock Extension or temporary floats. He spoke in favor of the pier saying it would be a great addition and benefit to the public.

Councilmembers asked questions about pier use and if the fishing fleet needs are being met. Mr. Lovrovich responded that the needs are currently met at the Ancich / Tarabochia Dock. He then passed out information on the multiple uses of a Maritime Pier.

Tomi Kent asked that the city consider a Maritime Pier to honor the heritage of the community, for events, and for a dock for private crafts.

A discussion ensued on building a pier in stages and the best use of the Port of Tacoma Grant opportunity; an extension to Jerisich or waiting for a Maritime Pier. Mayor Hunter spoke in favor of the dock extension.

2009 Feasibility Study Report

Guy Hoppen explained the results of cost comparisons based on the feasibility study received in 2004 and the 2009 study range from 2.5 to 3 times higher. He voiced support of the Maritime Pier.

Mayor Hunter commented that the cost of a Maritime Pier is estimated between 4.5 and 5 million dollars. There was discussion on whether it could be done for less in today's economy.

Rob Karlinsey gave a recap of the vote taken by the Parks Commission: they oppose a Maritime Pier component at Jerisich – Skansie Parks, but they accept the balance of the Ad Hoc recommendations with the exception of the house.

Nick Tarabochia gave an overview of the Parks Commission discussion that led to a vote against a Maritime Pier at this site. He explained that the Commission sees the value of the existing open space and layout of the park and they don't want to see it downgraded by the increase in traffic that would result from a Maritime Pier and/or a Visitor's Center at this site. If the Fishermen didn't currently have a place to load and unload it would be different. He gave a brief history of efforts to get a wharf/pier in the past and then assured the future use of the Ancich/Tarabochia Dock by the Fishermen referring to it as "generational" and an on-going "marriage."

Michael Perrow continued to explain most of the Parks Commission recommendations were easy, but on the Skansie House and a Maritime Pier they struggled. They evaluated the merits of a pier at this location and the impacts of additional pavement and parking. He said that they favor a dock extension or temporary floats because the impact is minimal.

Staff addressed questions regarding parking requirements for various uses at this site.

Councilmembers further discussed the definition of “historic value” of the open space at this site and whether there has been any analysis of financing options.

PARK IMPROVEMENTS

David Fisher, representing the Gig Harbor Historical Waterfront Association presented the plan to clean up the street edge and implement projects to be funded and constructed with volunteer services.

- New Dock Sign
- Fishermen’s Memorial – move and make into a water feature
- Information Kiosk
- Move dumpster enclosure
- Increase pavers
- Reorganize the picnic tables at the top of the dock
- Rebuild of the Sewer Pump Station
- Install Planters

The group discussed several elements of the plan.

SKANSIE HOUSE

Mayor Hunter gave a brief history of the Skansie House.

Michael Perrow said that the Parks Commission struggled with this because of the impacts on the parks and various parking requirements for the different uses. Their recommendation is for a Visitor’s Center, however they would like to see the building on the Historic Registry and off-site parking.

Nick Tarabochia agreed on the historical value of the house and said the Parks Commission would rather it not change, either external for parking or the internal structure.

Sue Braaten, representing the Lodging Tax Advisory Committee said that they are in favor of the Skansie House being used as a Visitor’s Center. She discussed the \$120,000 that has set aside by LTAC over the years for this purpose. She said if the building isn’t going to be used for this purpose they would like to know in order to use the funds elsewhere.

Jennifer Kilmer clarified that the LTAC emphasis is for the Visitor Center to be located on the lower floor; what happens with the upstairs is a separate issue which may help to alleviate some of the parking concerns. She then explained that the Morning Rotary

Club has shown interest in taking this on as a volunteer project to restore the building as a Visitors Center or some other strong community use of the building. Ms. Kilmer further explained that they believe the floor space in the Skansie House would be sufficient for a Visitor's Center in comparison to what is open to the public at the facility on Judson Street.

The group discussed parking options that have been contemplated. There was further discussion on the practicality of a satellite facility, the need to get people out of their vehicles.

Councilmember Franich and Mayor Hunter briefly mentioned a letter from Mike Vlahovich that suggests using the facility for an interpretive center.

Mayor Hunter read the Visitor Center Statistics from 2009 stressing the tremendous number of people this use would bring to a congested area. This led to discussion on:

- Would this location increase the number or just capture the existing tourists.
- People want to park as close to where they are going as possible.
- Tourists are more likely to walk downtown rather than up on Judson.
- Pedestrians - tourists verses locals.
- Access to boaters and if they stay the night.

Warren Zimmerman said that the Skansie House would not be a viable location for the Chamber of Commerce due to the lack of space and lack of parking.

Associate Planner Kristin Moerler gave an overview of parking requirements.

Building / Fire Safety Manager Dick Bower discussed ADA laws and how they would apply. He stressed that you could only use the existing parks restrooms if you don't staff the building.

Greg Lovrovich said that the Ad Hoc Committee recommended that the Skansie House be used as a Visitor's Center due to the large amount of community support.

PUBLIC COMMENT

Kathy Franklin – There are a tremendous amount of people that drive in and stop to walk. Many stop in the Maritime Inn to ask for information; they are looking over the town to see what there is to do here and where to stay.

John McMillan – The extension of Jerisich Dock should be presented to the public just as much as the Maritime Pier so they can see the ramifications of one verses the other.

Wade Perrow – Voiced his support of the Visitor’s Center at the Skansie House. He discussed the money that has been set aside by the LTAC for this purpose. He said he is concerned that no one has looked at the financial implication of restoration costs.

Mayor Hunter said that \$150,000 isn’t going to be enough to turn the house into a Visitor’s Center. He suggested doing a little at a time, and described what has been done to date. He said a little fixing would open it up for occasional use.

The group discussed the condition of the building. Dick Bower said that the building is good enough for people to be there one day a week, but not for full-time offices.

John Skansie – Voiced support of minimal use of the house tied to a fishing theme to honor the heritage. He said he supports a fishing dock here as well.

Linda Gair – Stressed to not confuse a low-impact Visitors Center that has photos and brochures with the more intense use of a Visitor’s Information Center which has offices. She said the city should maximize access to this site; it’s the city’s hub. She voiced support of the Maritime Pier at this location to expand the size and use of the park, adding that if a pier was built anywhere else it becomes “private.”

Guy Hoppen – Explained that there seems to be a misunderstanding of what a pier is trying to achieve. The need for a pier is derived from the area turning into a single-use waterfront. The pier is all about having room for events and activities for the community and connecting the historical fishing heritage with the contemporary. He said we are losing our diverse waterfront for a variety of reasons. He added that it’s important to have on-the-water activities but there are few places to access the water. He said that all these things should be considered when contemplating a Maritime Pier.

(Unidentified speaker) – Talked from the perspective of a boater and discussed the importance of having a Harbor Master. He said one could live in the Skansie House. He said it’s time for the city to be more proactive about making the city more accessible from the water.

Kathy Franklin – Responded to the idea of a Harbor Master saying that was one concept that came forth while she served on the Ad Hoc Committee, but there was much more support for a Visitor’s Center.

David Fisher – Presented an idea to restore the house incrementally and furnish it with historical pieces. The visitor’s could come and get information and perhaps pay a fee to visit the house.

Jennifer Kilmer – Explained that the Harbor History Museum inventoried the house for the city and has plenty of photos and artifacts that could be used. She said that there was no period furniture.

Mike Skrivinich – Stressed that it wouldn't be just a fishermen's dock and other uses would make it a great asset. He said the idea that historically a pier would ruin the property is contrary because this is the historic character of the harbor. He also said he doesn't see a parking issue because the fishermen are coming by boat / truck to load or unload nets, then they leave. Councilmember Franich pointed out that auxiliary uses would need parking.

(Unidentified speaker) – Said that the economic vitality of Gig Harbor is the downtown area and tourism, and the park and pier can be used for entertainment. He said that it is the stakeholder's responsibility to see that the economic vitality of the downtown area gets better. He said tourism dollars is where it's at.

Laurie Rice – Said that people say that people talk about how great the floats are; she encouraged the city to consider it.

Greg Lovrovich – Said you could make an issue about parking, but asked if parking is an issue during the concerts. He said it doesn't seem to be a problem.

Councilmembers briefly discussed whether a decision on a Maritime Pier and whether it should be at this location needs to be made now, or if this project could be put "on the shelf" for the future.

There were no further comments; the worksession adjourned at 7:45 p.m.

**PROCLAMATION OF THE MAYOR
OF THE CITY OF GIG HARBOR**

WHEREAS, the young people of Gig Harbor are tomorrow's leaders; and

WHEREAS, many such young people need professional youth services to help them reach their full potential; and

WHEREAS, there are 130 Boys & Girls Club organizations and 100 outreach sites in Washington – providing services to more than 194,000 young people annually; and

WHEREAS, the Boys & Girls Clubs are at the forefront of efforts in academic success, healthy lifestyles, and good character and citizenship; and

WHEREAS, the Boys & Girls Club organizations in our state help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs; and

WHEREAS, the Boys & Girls Clubs of Gig Harbor will celebrate National Boys & Girls Club Week 2010 along with some 4,000 Clubs and more than 4 million young people nationwide;

NOW, THEREFORE, I Charles L. Hunter, Mayor of Gig Harbor, do hereby proclaim March 21 through March 27, 2010 as

BOYS & GIRLS CLUB WEEK

in Gig Harbor and call on all citizens to join with me in recognizing and commending the Boys & Girls Club organizations in our state for providing comprehensive, effective services to the young people in our communities.

Mayor, City of Gig Harbor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS an accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day care centers, roads and public transportation, hospitals and other facilities, and achieving an accurate and complete count of the nation's growing and changing population;

WHEREAS more than \$400 billion per year in federal and state funding is allocated to states and communities based, in part, on census data;

WHEREAS census data help determine how many seats each state will have in the U.S. House of Representatives and often is used for the redistricting of state legislatures, county and city councils and voting districts;

WHEREAS the 2010 Census creates jobs that stimulate economic growth and increase employment;

WHEREAS the information collected by the census is confidential and protected by law;

NOW THEREFORE, we proclaim that the City of Gig Harbor is committed to partnering with the U.S. Census Bureau to help ensure a full and accurate count in 2010, and as a 2010 Census partner, we will:

1. Support the goals and ideals for the 2010 Census and disseminate 2010 Census information to encourage those in our community to participate.
2. Encourage people in our community to place an emphasis on the 2010 Census and participate in events and initiatives that will raise overall awareness and ensure a full and accurate census.
3. Support census takers as they help our community complete an accurate count.
4. Create or seek opportunities to collaborate with other like-minded groups in our community by participating in Complete Count Committees and/or utilizing high-profile, trusted voices to advocate on behalf of the 2010 Census.

Mayor, City of Gig Harbor

Date

C091080-2

WASHINGTON STATE

LIQUOR CONTROL BOARD

DATE: 03/06/2010

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR (BY ZIP CODE) FOR EXPIRATION DATE OF 20100630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. FRANCISCAN HEALTH SYSTEM	ST ANTHONY HOSPITAL 11567 CANTERWOOD BLVD GIG HARBOR WA 98332 0000	404350	SERVE EMPLOYEES & GUESTS
2. GIG HARBOR FARMERS MARKET ASSO	GIG HARBOR FARMERS MARKET ASSOCIATION 6808 KIMBALL DRIVE GIG HARBOR WA 98335 0000	085415	FARMERS MARKET FOR BEER/WINE
3. THE GREEN TURTLE LLC	THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000	078190	BEER/WINE REST - BEER/WINE
4. DSF ENTERPRISES, INC	KIMBALL ESPRESSO GALLERY 6950 KIMBALL DR GIG HARBOR WA 98335 1236	403158	BEER/WINE REST - BEER/WINE BEER/WINE REST - BEER/WINE
5. HARBOR GREENS, LLC	HARBOR GREENS 5225 OLYMPIC DR NW GIG HARBOR WA 98335 1763	400986	GROCERY STORE - BEER/WINE
6. GIG HARBOR FARMERS MARKET	GIG HARBOR FARMERS MARKET 3207 HARBORVIEW DR GIG HARBOR WA 98335 2125	402207	FARMERS MARKET FOR BEER/WINE
7. MARITIME INN CORPORATION	MARITIME INN 3212 HARBORVIEW DR GIG HARBOR WA 98335 2125	403597	MOTEL MOTEL

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

March 5, 2010

SPECIAL OCCASION # 093482

KIWANIS CLUB OF PENINSULA-GIG HARBOR
PO BOX 1491
GIG HARBOR WA 98335

DATE: APRIL 17, 2010

TIME: 7 PM TO 10 PM

PLACE: GIG HARBOR YACHT CLUB, 8209 STINSON AVE, GIG HARBOR

CONTACT: MELANI JOYAL

253-528-0808

SPECIAL OCCASION LICENSES

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

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

1. Do you approve of applicant? YES ___ NO ___
2. Do you approve of location? YES ___ NO ___
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES ___ NO ___

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES ___ NO ___
LAW ENFORCEMENT	_____	YES ___ NO ___
HEALTH & SANITATION	_____	YES ___ NO ___
FIRE, BUILDING, ZONING	_____	YES ___ NO ___
OTHER:	_____	YES ___ NO ___

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

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

WASHINGTON STATE LIQUOR CONTROL BOARD—License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

March 8, 2010

SPECIAL OCCASION # 097345

SOROPTIMIST INTERNATIONAL OF GIG HARBOR
1016 29TH ST NW
GIG HARBOR WA 98335

DATE: APRIL 10, 2010

TIME: 4 PM TO 10 PM

PLACE: CHENEY FAMILY HOPE CENTER, 8502 SKANSIE AVE, GIG HARBOR

CONTACT: LOUISE RICHARDSON

253-686-1197

SPECIAL OCCASION LICENSES

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

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

1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES NO

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

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

Subject: Hearing Examiner Services Contract
Third Amendment

Proposed Council Action:

Approve Contract

Dept. Origin: Planning Department

Prepared by: Tom Dolan, Planning Director *TD*

For Agenda of: 3/22/10

Exhibits: Proposed Contract

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: ROK

Approved as to form by City Atty: by e-mail

Approved by Finance Director: N/A

Approved by Department Head: TD 3/15/10

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required

INFORMATION / BACKGROUND

In March of 2007 the City entered into a contract with Margaret Klockars to provide Hearing Examiner services. The contract was approved on a year to year basis and was extended for one year in 2008 and 2009. This third amendment would be for the period from March of 2010 to March of 2011. The terms of the contract including the billing rate would remain the same as for 2008.

FISCAL CONSIDERATION

In December of 2008 the City Council approved a master fee schedule that requires project applicants to pay the full cost of hearing examiner services. Therefore, there is no fiscal impact to the City for the extension of hearing examiner services.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the third amendment to the contract with Margaret Klockars to provide hearing examiner services to the City.

**THIRD AMENDMENT
TO
LAND USE HEARING EXAMINER EMPLOYMENT AGREEMENT**

THIS THIRD AMENDMENT is made to that certain Land Use Hearing Examiner Employment Agreement, dated March 12, 2007 (the "Agreement"), by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and MARGARET KLOCKARS (the "Hearing Examiner").

RECITALS

WHEREAS, the original term of the Agreement expired on March 15 2008; and

WHEREAS, the parties amended the term of the Agreement to extend the term to March 15, 2009 and extended the term again until March 15, 2010; and

WHEREAS, the parties desire to extend the term of the Agreement for another one-year term;

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 Term of Work. Section 7 of the Agreement is hereby amended to extend the term of the Agreement to March 15, 2011.

Section 2. Storage of Exhibits. The City agrees that any exhibits which may be submitted to the Hearing Examiner as part of the Examiner's consideration of land use permit applications shall be stored and preserved as necessary by the City.

EXCEPT AS EXPRESSLY MODIFIED BY THIS THIRD AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

DATED this _____ day of _____, 2010.

CITY OF GIG HARBOR

HEARING EXAMINER

By: _____
Mayor Charles L. Hunter

By: _____
Margaret Klockars

ATTEST/AUTHENTICATED:

By: _____
City Clerk Molly Towslee

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Angela S. Belbeck



**Subject: Letter of Understanding –
Employee Guild**

Proposed Council Action:

Authorize the Mayor to sign the attached Letter of Understanding with the Employee Guild.

Dept. Origin: Administration
Prepared by: Rob Karlinsey
For Agenda of: **March 22, 2010**
Exhibits: Letter of Understanding

Initial & Date

Concurred by Mayor:

Approved by City Administrator: AK 3/17/10

Approved as to form by City Atty: VIA EMAIL 3/17/10

Approved by Finance Director: QR 3/18/10

Approved by Department Head:

Expenditure	Amount	Appropriation
Required approx \$35,000	Budgeted \$0	Required \$35,000

INFORMATION / BACKGROUND

In November of 2009, the City, as part of budget reductions, notified the employee guild that two positions would be reduced from full time to part time. In January of 2010, one of the affected employees filed a grievance the Guild subsequently requested bargaining relating to the reduction of these two positions.

In return for the Guild agreeing to resolve the grievance and recognize the City's ability to reduce positions from full time to part time; and also to mitigate the impacts of the proposed hours reductions both for part time employees, the attached Letter of Understanding describes the following:

- One of the two positions, court clerk, will not be reduced to part time, due to the potential of Guild work being "skimmed" from one bargaining unit to another.
- Pay 100% of the medical premium for part time employees and the proportionate share (based on % FTE) for dependent medical premiums. Due to AWC benefit trust requirements, the City is already paying 100% of full family dental and vision premiums for part time employees.
- The career counseling and retraining reimbursement of \$1,500 for laid off employees will be broadened to allow for other purposes, including but not limited to the establishment of a new business or other expenses.

FISCAL CONSIDERATION

Restoring the court clerk position to full time and enhancing the medical insurance premium benefit for part time employees (currently there are three) will increase the City's expenditures by approximately \$35,000 in 2010, and by approximately \$45,000 - \$50,000 in 2011. Funding for this increased expenditure will need to come from the General Fund's ending balance.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the attached Letter of Understanding with the Employee Guild.

LETTER OF UNDERSTANDING

WHEREAS, Jennifer Benak filed a grievance (“Benak Grievance”) sent to Step 2 of the grievance procedure on her behalf by the Gig Harbor Employees Guild regarding her layoff and reduction in hours to part-time status;

WHEREAS, the Guild has attempted to expand the Benak Grievance at Stage 2 to include an additional employee’s position;

WHEREAS, the City has raised the defense of waiver and failure to timely comply with the grievance procedures established by the Guild contract (“CBA”) and has objected to the expansion of the Benak Grievance as untimely;

WHEREAS, the City asserts that the contract provides both for layoffs and for part-time positions and that a layoff combined with an hour’s reduction for the positions were within the scope of the CBA;

WHEREAS, the Guild has raised the issue in the context of the current grievance, that the reduction in hours cannot result in supervisory employees or employees from outside of the Guild assuming duties or hours formerly performed by the laid-off or reduced employees practice, known as “skimming;”

WHEREAS, although each party believes its position to be correct, the parties desire to amicably resolve their differences without waiving any right or responsibility except as specifically set forth herein;

NOW, THEREFORE, the City of Gig Harbor and the Gig Harbor Employees’ Guild have entered into this Letter of Understanding in consideration of the mutual benefits to be derived on the date last written below:

1. Duties of the City. In consideration of the resolution of the grievance and the Guild’s agreements set forth in paragraph 2 the City agrees as follows:

1.1 That the layoff notice to Jennifer Benak reducing the hours of the position of court clerk is hereby rescinded.

1.2 In order to mitigate the impacts of the proposed hours reductions both for the remaining affected employee and as to all future laid off employees, both through a full layoff and by hours reduction, effective immediately , the City agrees to:

1.2.1 As a temporary measure during the life of the existing CBA to pay the full cost of part-time employees’ medical, dental and vision insurance premiums more fully

described in Article VIII, Section 1 of the Collective Bargaining Agreement. In addition the City will pay 100% of dental and vision insurance premiums for the part-time employee's dependents and also a percentage of the dependent medical insurance premium of the employee's benefits equal to the ratio of the employee's scheduled weekly hours to 40 hours per week. For example, for an employee who is regularly scheduled to work 20 hours per week, the City would be responsible for 50% of the monthly premium for the employee's dependents. This is a pilot program implemented for the balance of the current CBA and shall void at the conclusion of that agreement and shall not hold over.

1.2.2 The CBA, Article V, Section 6, provides for the payment of career counseling and retraining reimbursement of \$1,500. In order to permit employees to utilize the funds for other purposes, including but not limited to the establishment of a new business and the expenses related thereto, the City agrees as an alternative to the reimbursement of expenses, (which are assumed by the parties to be non-taxable) at the request of the employee, to pay an amount directly to the employee as compensation. The parties acknowledge that this amount will be taxable as ordinary income and therefore, the \$1,500 amount shall be reduced by 10% to \$1,350 to reflect the additional payroll costs that the City will incur by such direct payment.

2. Undertakings of the Guild. In consideration of the actions taken by the City, the Guild agrees to:

2.1 Dismiss the Benak Grievance and acknowledge that its attempt to expand the grievance to cover additional positions is moot because no additional grievance was filed. The Guild further agrees to withdraw Ms. Benak's grievance as well as any attempt to expand Ms. Benak's to cover Ms. Othman or any other employee.

2.2 Recognize and agree for the term of the current Collective Bargaining Agreement that the City of Gig Harbor has the right under the CBA to lay off its employees either by eliminating full-time positions or by reducing a position's hours as long as the City abides by the terms and procedures set forth in the CBA. Provided, however, that:

2.2.1 Nothing herein shall be interpreted to waive the Guild's right to assert skimming or any other unfair labor practice or breach of the CBA if duties are shifted to employees outside the bargaining unit; and

2.2.2 Except to the limited extent set forth above, the Guild reserves its right to request bargaining with respect to any change in wages, benefits or working conditions not expressly provided for by the Collective Bargaining Agreement.

3. Entire Agreement. This is the entire agreement between the parties. Any prior understanding, written or oral, shall be deemed merged with its provisions.

DONE this ____ day of _____, 2010.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

By: _____
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: _____
W. Scott Snyder, City Attorney

GIG HARBOR EMPLOYEES GUILD

By: William Henderson
Its: President

REVIEWED BY:

By: _____
Guild Attorney

Subject: Parks & Recreation Concerts on the Park (Summer Sounds at Skansie)

Proposed Council Action: Authorize the award and execution of nine contracts for the 2010 Summer Sounds Concert Series at Skansie Brothers Park, for a total of Seventeen Thousand Dollars (\$17,000.00).

Dept. Origin: Public Works - Operations
Prepared by: *Marco Malich*
Marco Malich
Public Works Superintendent

For Agenda of: March 22, 2010

Exhibits: Contracts

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: RSK

Approved as to form by City Atty: N/A

Approved by Finance Director: OK 3/18/10

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$ 17,000	Budgeted \$ 17,000	Required 0

INFORMATION / BACKGROUND

Attached are nine contracts for the 2010 Summer Sounds at Skansie Concert Series.

All dates	Pacific Stage	\$3,950.00
22-Jun	Raucous LLC	\$ 600.00
29-Jun	Lee Ann Davis	\$ 400.00
13-Jul	Jess Raymond	\$ 450.00
20-Jul	Beatniks	\$2,000.00
27-Jul	Mark Robinson	\$ 550.00
3-Aug	Danny Vernon	\$ 600.00
10-Aug	Michael Kaperick	\$ 300.00
17-Aug	The Coats LLC	\$1,500.00
24-Aug	Island Jamz Inc	\$ 600.00

FISCAL CONSIDERATION

Corporate contributions collected (\$17,000) will also cover staff expenses at the events to include Police, Public Works and Marketing overtime. Also covered in corporate contributions are printing and publicity. The expense is within the \$17,000 that was anticipated in the adopted 2010 budget, identified under the Parks Operating Fund, Objective No. 5.

BOARD OR COMMITTEE RECOMMENDATION

Recommend that the Council authorize and accept the contracts.

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of nine contracts for the 2010 Summer Sounds Concert Series at Skansie Brothers Park, for a total of Seventeen Thousand Dollars (\$17,000.00).

**CONTRACT FOR SUMMER CONCERT SERIES
CONTRACTOR AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PACIFIC STAGE, INC., a Washington corporation, whose address is 703 S Cushing Street SW Olympia, WA 98502 (hereinafter the "Contractor").

RECITALS

WHEREAS, the City wishes to engage the Contractor to provide sound services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert series on: June 22nd 2010, June 29th 2010, July 6th 2010, July 13th 2010, July 20th 2010, July 27th 2010, August 3rd 2010, August 10th 2010, August 17th 2010, August 24th 2010, with an expected audience of 300-2500 persons. The concerts will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound services at the above listed concerts. Between the hours of 6:30 p.m. to 8:00 p.m, with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Contractor Three Hundred Ninety Five Dollars and no cents (\$395.00) for each performance, which shall be paid to Pacific Stage, Inc. by mail to the address set forth at the end of this contract, following each specified performance listed in section I. Services and Date of Performance. In order to facilitate payment the City requests that the Contractor submit separate invoices for each performance to City 30 days prior to concert date(s).

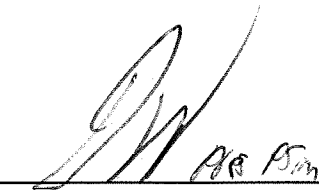
III. Relationship of Parties

The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his employees, agents and sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2010.

By:  _____

Dave Sederberg, President
Pacific Stage, Inc.
703 Cushing SW
Olympia, WA 98502
360-786-8883

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Raucous, LLC (dba Raucous Band), a Washington corporation, whose address is 18150 Marine View Dr SW, Seattle, WA 98166-3840 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, June 22nd, 2010, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, June 22nd, 2010, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, June 22nd, 2010. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer six hundred dollars and no cents (\$600.00), which shall be paid to Raucous, LLC by mail to the address set forth at the end of this contract, following the performance on Tuesday, June 22nd, 2010. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15th day of February, 2010.

THE CITY OF GIG HARBOR

By: James L. Varnell,
Manager.

James L. Varnell
Raucous, LLC
18150 Marine View Dr SW
Seattle, WA 98166-3840
206 963 0229

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Lee Ann Davis, whose address is 2016 205th Ave KPS, Lakebay, WA 98349 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, June 29th, 2010, with an expected audience of 300-400 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, June 29th, 2010, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, June 29th, 2010. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer four hundred dollars and no cents (\$400.00), which shall be paid to Lee Ann Davis on Tuesday, June 29th, 2010, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.


III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2ND day of MARCH, 2010.

THE CITY OF GIG HARBOR

By: 

Lee Ann Davis
2016 205th Ave KPS
Lakebay, WA 98349
253-884-1884

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Jes Raymond, whose address is 1450 E Republican St, Apt 103, Seattle, WA 98102 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 13th, 2010, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 13th, 2010, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 13th, 2010. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer four hundred fifty dollars and no cents (\$450.00), which shall be paid to Jes Raymond on Tuesday, July 13th, 2010, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

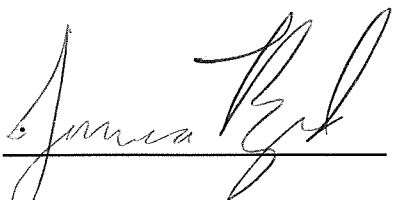
The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2010.

By: 

Jes Raymond
1450 E Republican St, Apt 103
Seattle, WA 98102
360-918-2202

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Machine Entertainment (dba The Beatniks), a Washington corporation, whose address is 2820 Thornkdyke Ave W., Seattle, WA 98199 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 20th, 2010, with an expected audience of 1000-1200 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 20th, 2010, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 20th, 2010. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer two thousand dollars and no cents (\$2,000.00), which shall be paid to The Beatniks by mail to the address set forth at the end of this contract, following the performance on Tuesday, July 20th, 2010. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.


III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2010.

2-15-2010

By: 
Dean Zelikovsky
Machine Entertainment
2820 Thorndyke Ave W
Seattle, WA 98199
206-448-1999

THE CITY OF GIG HARBOR

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Mark Robinson, whose address is 1434 Summit Lake Shore Road NW Olympia, WA 98502 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, July 27th, 2010, with an expected audience of 400 - 600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, July 27th, 2010, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, July 27th, 2010. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer five hundred fifty dollars and no cents (\$550.00), which shall be paid to Mark Robinson on Tuesday, July 27th, 2010, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2010.

THE CITY OF GIG HARBOR

By: Mark Robinson

Mark Robinson
1434 Summit Lake Shore Road NW
Olympia, WA 98502
360 866 2029

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Danny V. Smith, whose address is P.O. Box 197 Milton, WA 98354 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 3rd, 2010, with an expected audience of 300 - 600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 3rd, 2010, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 3rd, 2010. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer six hundred dollars and no cents (\$600.00), which shall be paid to Danny V. Smith on Tuesday, August 3rd, 2010, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.


III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

N WITNESS WHEREOF, the parties have executed this Agreement on this 5 day of March, 2010.

THE CITY OF GIG HARBOR

By: 

Danny V. Smith
P.O. Box 197
Milton, WA 98354
253-691-5450

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Michael Kaperick, whose address is 2906 Ryan Street, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 10th, 2010, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 10th, 2010, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc. under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 10th, 2010. The Performer's dress should be casual and reflect the weather. The City will provide water for the Performer.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer three hundred dollars and no cents (\$300.00), which shall be paid to Michael Kaperick on Tuesday, August 10th, 2010, immediately following the performance. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.


III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2010.

THE CITY OF GIG HARBOR

By: 

Michael Kaperick
2906 Ryan Street
Gig Harbor, WA 98335
253 858 3155

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and The Coats, a Washington corporation, whose address is PO BOX 296 Puyallup, WA 98371 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 17th, 2010, with an expected audience of 1000-1200 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on Tuesday, August 17th, 2010, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage, Inc., under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on Tuesday, August 17th, 2010. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer one thousand five hundred dollars and no cents (\$1,500.00), which shall be paid to The Coats by mail to the address set forth at the end of this contract, following the performance on Tuesday, August 17th, 2010. In order to facilitate payment the City requests that the Performer submit an invoice to the City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

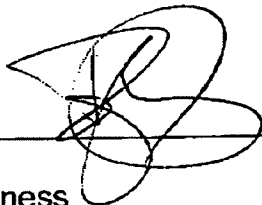
III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2010.

By: _____



Doug Wisness
The Coats
PO Box 296
Puyallup, WA 98371
253 446 0580

THE CITY OF GIG HARBOR

By: _____

Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

**CONTRACT FOR SUMMER CONCERT SERIES
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and ISLAND JAMZ Inc., a Washington corporation, whose address is 4008 66th St NW, Gig Harbor, WA 98335 (hereinafter the "Performer").

RECITALS

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2010 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

I. Services and Date of Performance.

The City desires to hold an outdoor, family concert on Tuesday, August 24th, 2010, with an expected audience of 300-600 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on August 24th, 2010, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Pacific Stage Pro Sound & Light, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on August 24th. The Performer's dress should be casual and reflect the weather. The City will provide water for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

II. Payment

The City shall pay the Performer Six Hundred Dollars and no cents (\$600.00), which shall be paid to Island Jamz Inc. by mail to the address set forth at the end of this contract, following the performance on Tuesday, August 24th, 2010. In order to facilitate payment the City requests that the Performer submit invoice to City 30 days prior to concert date.

III. Relationship of Parties

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

IV. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. 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. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

The Performer is responsible for licensing of any copyrighted music.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2010.

THE CITY OF GIG HARBOR

By: Neil Chiddick

Neil Chiddick
Island Jamz Entertainment Inc.
4008 66th St NW
Gig Harbor, WA 98335
360 598 5359

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk



Subject: Approval for Hotel/Motel 2010 Contracts
• Tacoma Regional Convention & Visitors Bureau

Proposed Council Action: I recommend the Council approves the contract as presented.

Dept. Origin: Administration - Marketing

Prepared by: Laureen Lund

For Agenda of: March 22, 2010

Exhibits:

1 referenced contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature]

Approved as to form by City Atty: [Signature]

Approved by Finance Director: [Signature] 3/18/10

Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$5,000.00, \$ 5,000.00, 0.

INFORMATION / BACKGROUND

As outlined in the 2010 Narrative of Objectives the Marketing office has budgeted to contract with the Tacoma Regional Convention & Visitors Bureau to expand our marketing opportunities.

FISCAL CONSIDERATION

This item has already been approved in the 2010 Marketing Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$5,000.00.

BOARD OR COMMITTEE RECOMMENDATION

I recommend that the Council authorize and accept the contract for Tacoma Regional Convention.

RECOMMENDATION / MOTION

Move to:

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES
BETWEEN GIG HARBOR AND THE TACOMA REGIONAL CONVENTION AND
VISITOR BUREAU**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Tacoma Regional Convention and Visitor Bureau, a Washington corporation, 1119 Pacific Avenue, 5th floor, Tacoma, WA 98402, (hereinafter the "Convention and Visitor Bureau"), for tourism promotion activities as described in this agreement.

WHEREAS, the legislature has authorized the City to levy a special excise tax for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp (pursuant to RCW 67.28.180); and

WHEREAS, revenue from taxes imposed under chapter 67.28 RCW shall be credited to a special fund in the City's treasury, to be used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facility or operation of tourism-related facilities (pursuant to RCW 67.28.1815); and

WHEREAS, the City established a Lodging Tax Advisory Committee for the purpose of recommending the most appropriate use of the hotel-motel tax funds (pursuant to Resolution 509); and

WHEREAS, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Five Thousand Dollars (\$5,000.00) in funding to the Convention and Visitor Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2010 budget; and

WHEREAS, the City desires to provide the funds to the Convention and Visitor Bureau, to perform the activities described herein; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Five Thousand Dollars (\$5,000.00) in funding to the Convention and Visitor Bureau to perform the following activities and no others:

- A. The Convention and Visitor Bureau staff will support Gig Harbor in marketing to and selling to small meetings and convention operators for our city and region.
- B. Promotion and Marketing- The Convention and Visitor Bureau Staff will market Gig Harbor and include Gig Harbor as part of the following aspects of the Convention and Visitors Bureau; website, Tacoma - Pierce County Visitors Guide 2010.

- C. Web Presence – The Convention and Visitor Bureau staff will provide Gig Harbor focused visitor information and links from www.traveltacoma.com and allow a current Events Listing for Gig Harbor on the Convention and Visitor Bureau Website.
- D. New Projects- The Convention and Visitor Bureau Staff will provide Gig Harbor the opportunity to participate in new projects as appropriate and available and as agreed upon with the Gig Harbor Marketing Director, including but not limited to Meet In Your City, Glass Roots, tour operator fams, travel writer and editor visits and co-op advertising opportunities.
- E. Results- The Convention and Visitor Bureau Staff will produce an annual report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee meetings.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2010 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to the Convention and Visitor Bureau under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00) and will be paid quarterly upon receipt of invoice from the Convention and Visitors Bureau. The Convention and Visitors Bureau shall expend the funds prior to December 31, 2010. Any funds not spent by December 31, 2010 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. The Convention and Visitor Bureau shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Convention and Visitor Bureau with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. The Convention and Visitor Bureau agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. The Convention and Visitor Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2011.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that the Convention and Visitor Bureau has failed to expend the hotel-motel tax funds in accordance with state law and this Agreement, the City reserves the right

to commence an action against the Convention and Visitor Bureau to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither the Convention and Visitor Bureau, nor any employee, officer, official or volunteer of the Convention and Visitor Bureau shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the Convention and Visitor Bureau or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. The Convention and Visitor Bureau agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the Convention and Visitor Bureau under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. 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.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against the Convention and Visitor Bureau to enforce any of the terms of this Agreement and the City prevails in such lawsuit, the Convention and Visitor Bureau agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 8th day of March 2010.

THE CITY OF GIG HARBOR

By _____

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2/4/10

3 of 4

Its Mayor

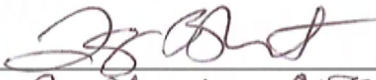
ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Gig Harbor City Attorney

THE TACOMA-~~PIERCE COUNTY~~ *REGIONAL*
CONVENTION AND VISITOR BUREAU

By 
Its President + CEO



Subject: Eddon Boat Property – Long Term Monitoring Plan Implementation (Year 2) -- Consultant Services Contract

Proposed Council Action:

Move to: Approve and authorize the Mayor to execute the contract with Anchor QEA, LLC for the Eddon Boat Property – Long Term Monitoring Plan (Year 2) for the not-to-exceed amount of \$5,000.00.

Dept. Origin: Public Works/Engineering

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

For Agenda of: April 12, 2010

Exhibits: Consultant Services Contract with Exhibit A – Scope of Work and Cost Estimate

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature]

Approved as to form by City Atty: [Signature] 3/18/10

Approved by Finance Director: [Signature] 3/18/10

Approved by Department Head: [Signature] 3/18/10

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final \$0 value.

INFORMATION / BACKGROUND

This consultant services contract is for the Long Term Monitoring Plan (LTMP) implementation at the Eddon Boat Property. Five years of monitoring are required by the Department of Ecology (DOE) per the Cleanup Action Plan.

FISCAL CONSIDERATION

This contract is for the second year of monitoring. This work is a budgeted item contained in the Parks Division, Objective No. 7, (001-015-576-80-35-00).

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the contract with Anchor QEA, LLC for the Eddon Boat Property – Long Term Monitoring Plan (Year 2) for the not to exceed amount of Five Thousand Dollars and No Cents (\$5,000.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ANCHOR QEA, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Anchor QEA, LLC, a limited liability company organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Long Term Monitoring Plan for the Eddon Boat Property (Year 2) and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the 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 Cost Estimate**, 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

1. Retention of Consultant - Scope of Work. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work and fee attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A – Scope of Work and Cost Estimate**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement.

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.

3. 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 subconsultant of the Consultant shall be or shall

be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by July 30, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. **Indemnification.**

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. 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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

9. **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.

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

11. **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.

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

13. **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 subconsultants 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.

14. **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.

15. Resolution of Disputes and Governing Law.

A. 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 or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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.

B. 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 or Public Works Director 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. Written Notice. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Anchor QEA, LLC
ATTN: David Templeton, Partner
1423 Third Avenue, Suite 300
Seattle, WA 98101
(206) 287-9130 FAX (206) 287-9131

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170 FAX (253) 853-7597

17. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

[Remainder of Page Intentionally left blank]

18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2010.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



1423 Third Avenue, Suite 300
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

March 10, 2010

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

Re: Long-Term Monitoring Plan Implementation for the Eddon Boatyard Property
Scope of Work and Cost Estimate for Year 2 Activities

Anchor QEA Project Number: 040289-02

Dear Mr. Misiurak:

The purpose of this letter is to provide the City of Gig Harbor (City) with Anchor QEA's scope of work and cost estimate for the Washington State Department of Ecology (Ecology) approved Long-Term Monitoring Plan (LTMP) implementation at the Eddon Boatyard Property. Five years of monitoring are required per the Cleanup Action Plan (CAP), and Year 1 has been completed. Only the costs of Year 2 activities will be approved at this time; however, Years 3, 4, and 5 will be reserved for a later submittal date and are included for reference only. Table 1 provides a summary and cost for each year's tasks.

A visual inspection will be performed during all five monitoring years. The scope of this task includes:

- Site visit for cap visual inspection
- Photographs
- Documentation
- Technical memo production time
- Senior review

Year 3 includes a sampling event. If Year 3 results exceed SMS criteria, an identical sampling event will occur in Year 5. The scope of this task includes:

- Collecting two cores in the cap area and one core in the habitat mix layer
 - Requires subcontractor
- Possibly collecting three surface grabs (same locations)
- Lab analysis
- Technical memo production time
- Data management time
- Senior review

Pending the results of visual inspections and/or analytical sample results several corrective actions may be necessary. These contingency costs are listed in Table 1 under Year 3. These costs are not included in the Year 2 scope so additional funding will be required to perform these tasks if needed. Possible contingency measures include:

- Write response plan to Ecology
- Take hand cores to determine if cap has eroded
- Take additional samples
- Conduct Bioassay studies
- Evaluate institutional controls
- Add additional material to cap
- Repair cap
- Conduct source control evaluation

The costs associated with adding cap material, repairing cap, and conducting extensive source control evaluations are not included in the contingency costs in Table 1. If these or other supplemental actions are necessary, additional costs will be negotiated with the City.

Table 1

Event	Cost ^{1,2,3}	Contingency Costs ³	Total	Projected Costs ^{4,5}
Year 1- Visual Inspections/Tech Memo (2009)	\$5,566	\$0	Completed	
Year 2- Visual Inspections/Tech Memo (2010)	\$5,566	\$0	\$5,000 ⁶	\$5,000
Year 3- Sampling Event (2011)	\$17,550	\$30,717	\$48,276	\$53,104
Year 4- Visual Inspections/Tech Memo (2012)	\$5,566	\$0	\$5,566	\$6,401
Year 5- Sampling Event (2013)	\$17,559	\$0	\$17,559	\$21,071
Total for Year 2 Monitoring			\$5,000	

Notes:

¹ Visual inspections include photographing

² Sampling assumes 3 samples for Hg, TOC, TBT, TS and tasks associated with data mgmt.

³ Contingency measures include response plan to Ecology, several handcores along a transect, additional sampling, bioassay testing, and evaluation of institutional controls

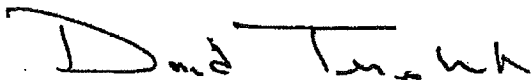
⁴ Projected costs include a cost escalator: 10% for Year 3, 15% for Year 4, and 20% for Year 5

⁵ Projected costs are for reference only

⁶ Reduced cost from \$5566 to \$5,000

Please feel free to request a phone conference to discuss the assumptions behind the estimated costs. Or contact me directly at (206) 910-4279 or dtempleton@anchorqea.com.

Sincerely,



David Templeton
Partner
Anchor QEA, LLC

cc: Joy Dunay, Anchor QEA, LLC

Exhibit A – Scope of Work and Cost Estimate (cont'd)

2010 Cost Eddon LTMP_rev1 03.09.10.xls

ANCHOR ENVIRONMENTAL, L.L.C.
2008 PROJECT COST ESTIMATING FORM
City of Gig Harbor
Eddon Boatyard Remediation
04/06/09

Number: 040289-02
Prepared: Joy Dunay

Task 6 Contingency responses to Visual Inspections & Sampling Events
Task 7
Task 8
Task 9
Task 10

Labor Categories	Billing Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Hours	Total Dollars
Principal	\$ 185	6	6	6	6	6	22	0	0	0	0	52	\$ 9,620
Sr Project Manager	\$ 170	0	0	0	0	0	0	0	0	0	0	0	\$ -
Project Manager	\$ 152	0	0	0	0	0	4	0	0	0	0	4	\$ 608
Senior Engr/LA/Plan/Sci	\$ 132	0	0	0	0	0	0	0	0	0	0	0	\$ -
Staff 3 Engr/LA/Plan/Sci	\$ 115	8	8	12	8	12	24	0	0	0	0	72	\$ 8,280
Staff 2 Engr/LA/Plan/Sci	\$ 105	26	26	31	26	31	72	0	0	0	0	212	\$ 22,260
Staff 1 Engr/LA/Plan/Sci	\$ 95	0	0	12	0	12	10	0	0	0	0	34	\$ 3,230
Senior Design/CAD	\$ 95	3	3	0	3	0	0	0	0	0	0	9	\$ 855
Design/CAD	\$ 85	0	0	0	0	0	0	0	0	0	0	0	\$ -
Project Coordinator (PC/PA)	\$ 75	5	5	8	5	8	8	0	0	0	0	39	\$ 2,925
Project Coordinator (Admin)	\$ 75	0	0	0	0	0	0	0	0	0	0	0	\$ -
Field Technician	\$ 80	0	0	0	0	0	0	0	0	0	0	0	\$ -
Total Hours		48	48	69	48	69	140	0	0	0	0	422	\$ 47,778
Total Labor		\$ 5,420	\$ 5,420	\$ 7,485	\$ 5,420	\$ 7,485	\$ 16,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Average Hourly Rate	\$ 113												
Subconsultants													
ARI laboratory	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Eric Parker	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Newfields	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000
Total Cost		\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Markup	10.0%	\$ -	\$ -	\$ 900	\$ -	\$ 900	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Reimbursables													
CAD/Computer (\$/hr)	\$10.00	\$ -	\$ -	\$ -	\$ 53	\$ -	\$ 53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 369
Mileage (\$/mile)	\$0.585	\$ 53	\$ 53	\$ -	\$ -	\$ -	\$ 105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Copies (\$/copy)	\$0.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Anchor boat (\$/day)	\$300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Faxes (\$/fax)	\$1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Outside Expenses													
Vehicle Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repro/Plotting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mail/Fedex/Courier	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel/Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost		\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 969
Markup	10.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Equipment and Supplies Summary													
Markup	10.0%	\$ 85	\$ 85	\$ 110	\$ 85	\$ 110	\$ 240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 715
TOTAL COSTS		\$ 5,566	\$ 5,566	\$ 17,559	\$ 5,566	\$ 17,559	\$ 30,717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,533



Subject: Thurston Lane

Dept. Origin: Executive

Proposed Council Action: Affirm the Status of Thurston Lane as a Public Street

Prepared by: Angela Belbeck

For Agenda of: March 22, 2010

Exhibits: n/a

Concurred by Mayor:

Initial & Date

CLH 3/4/10

Approved by City Administrator:

RJK 3/4

Approved as to form by City Atty: PREPARED BY C.A.

Approved by Finance Director:

R 3/4/10

Approved by Department Head: _____

Expenditure Required	Amount Budgeted	Appropriation Required
n/a	n/a	n/a

INFORMATION / BACKGROUND

The City took ownership of the former City Hall property located at 3105 Judson Street in the mid-1940's. Thurston Lane lies on the western portion of the property. Over the several decades of City ownership of the former City Hall property, the City held Thurston Lane open for public travel and maintained the same with public funds. In 1979, by way of Ordinance No. 306, the City confirmed that Thurston Lane was a public street by designating it as a one-way street used as the sole connection to one-way Adams Street. Because it is the only connection to Adams Street it is integral to roadway circulation. Additionally, Thurston Lane provides fire access to several properties and a City fire hydrant.

In 2003 the City sold the former City Hall property. The Statutory Warranty Deed conveying the property, recorded at Auditor File No. 200307301783, specifically excepted all roads from the conveyance. As such, Thurston Lane remains a public street. The City Council desires to affirm this fact.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Affirm the status of Thurston Lane as a public street.

March 18, 2010

DELIVERED VIA EMAIL

City of Gig Harbor
ATTN.: City Council Members

RE: Thurston Lane
Hearing Date: March 22, 2010

Dear Council Members:

Please be advised that the undersigned attorney and this law firm represent ETC Real Estate Investments, LLC, who owns the property which includes the private drive referred to as Thurston Lane. My client is opposing the proposed City Council action to affirm the status of Thurston Lane as a public street.

The former city hall property, located at 3105 Judson Street, was sold to my client in 2003. The minutes from the City Council meeting regarding the purchase agreement are attached hereto as Exhibit A. Note that the city administrator reported to the Council that there were no land use issues associated with this sale.

I have attached a copy of the purchase and sale agreement as Exhibit B. Please note the following listed specific provisions of that contract wherein the City is referred to as the Seller:

1. First page, second paragraph indicates that the legal description of the property sold is described in Exhibit A, which includes a metes and bounds description. Attached as Exhibit C is a declaration from surveyor Gary Allen which states that the metes and bounds description includes the entirety of the property sold to my client, from one property line to the other, with no exception for Thurston Lane.

2. Section 9.1 states that the Seller owns fee simple to the property, **free and clear of all restrictions, liens, easements, mortgages, covenants, leases and restrictions of any kind**, Uniform commercial Code financing statements, security interests, and other encumbrances, except of the Permitted Exceptions (as described in Section 10.3). Section 10.3 then refers to title report exceptions and a copy of the title report is attached hereto as Exhibit D. Note that the title report and attached surveys do not show the existence of Thurston Lane, or any easements or restrictions on the use on the entire property that the City sold to my client.

3. Section 13.1 states that the Seller shall indemnify and defend Purchaser and hold it harmless from and against any claims resulting from any breach of the sale

agreement, including attorney's fees and costs. The City's current attempt to declare my client's property a public roadway is a breach of the warranty of clear title, and my client will be filing a claim for all costs and fees involved in defending its property rights.

The purchase and sale agreement is clear that the City sold the entire property without an easement or title exception for the private driveway known as Thurston Lane. Thurston Lane does not appear as a public road on county maps and is only a private roadway. See the Declaration of Gary Allen at Exhibit C.

The City, on December 9, 2009, which is less than three months from the initial proposed City Council action, advised Jean Gazabat, who is a member of ETC Real Estate Investments, LLC, in a letter from David Stubchaer, who was the Public Works Director for the City of Gig Harbor, that Thurston Lane is a private road. A copy of that letter is attached hereto as Exhibit E, where Mr. Stubchaer states "Thurston Lane is actually private property; it is not a public road," , and that "The city considers this a private land issue." This letter is absolutely correct as ETC Real Estate Investments, LLC, owns this property that the City of Gig Harbor sold to it, free and clear of any liens or encumbrances. Additionally, my client has always paid property taxes on the entire parcel, which would not be the case if in fact some of the parcel was a properly designated public roadway. The City simply does not have the authority to encumber or use private property without proper legal procedures or a purchase agreement. The City Council itself only has statutory authority to approve the City's purchase of property or to condition and regulate the use of property the City already owns.

A municipality is not allowed to convert private property to public property by either an ordinance or council action. The City staff relies on Ordinance 306, passed in 1979 and attached hereto as Exhibit F, which only states that "Thurston Lane shall be a one-way street", but it does not itself establish the legal description or designation and provide recording data necessary for a public way dedication. This required action has never occurred and Thurston Lane was and remains a private drive providing access to the building owned by my client. The minutes from the City Council meeting regarding Ordinance 306 are attached hereto as Exhibit G. Note that the Council action is entitled "Town Hall Parking Ordinance", which regulated parking in the City Hall lot that was later sold to my client and is now used by ETC Real Estate for its own parking needs.

The City staff also relies on the fact that the deed to my client, which is attached hereto as Exhibit H, contains the notation "Except Roads". This reliance is clearly misplaced as this has always appeared on the legal description and only applies to dedicated public roadways that appear on the survey maps. This is clear from the City's own survey maps, attached at Exhibit I, that were submitted for a boundary line adjustment at the time the property was sold to my client, where Thurston Lane does not appear on the surveys. Also see the Declaration of Gary Allen at Exhibit C, where he states in paragraph 4, that Thurston Lane was not a public road as it could not have been included as part of a boundary line adjustment.

There have been comments made that the use of this private drive is necessary for other property owners. This is obviously not true as the property in question has been restricted to use only by my client and its lessees since the purchase in 2003; it is marked as a private drive; and pass through use has been prevented by fencing or barricades. The property owners surrounding my client's property have their own driveways or roads for ingress and egress. In fact, there has been no question but that this is a private drive until the recently proposed property development by Marvik, wherein this developer has determined that it needs access through my client's property. Marvik or the City should proceed with their proper legal options to either purchase the property from or negotiate an easement with my client.

The City should not be involved in private land matters and the manner in which this proposition was presented to the Council is inappropriate at best. My client was notified of the proposed City Council action by an email from the City Administrator, Rob Karlinsky, on Friday March 5th (one business day prior to the proposed action on the City Council's consent agenda), which stated "Please click on the link below to see the March 8 City Council meeting agenda. Item 6 on the consent agenda is probably of interest to you, and I want to make sure you're aware of it." This one day notice is a blatant violation of my client's constitutional rights to due process and equal protection under the law.

Mr. Stubchaer's letter is absolutely correct when he states that Thurston Lane is private property; it belongs to ETC Real Estate Investments, LLC. The proposed City Council action regarding my client's private property should be dismissed and the Council should order an investigation regarding the improper method this proposal was submitted.

Very truly yours,

BROWN, YANDO & KAMPBELL, PLLC



David A. Yando
dave@byk-law.com

DAY/mrh

Attachments (Exhibits A - I)

cc: ETC Real Estate Investments, LLC

Gig Harbor City Attorney, via email

EXHIBIT "A"

Councilmember Franich pointed out that this is a prime reason to charge fees at the dock.

MOTION: Move to authorize purchase of the pump-out station for Jerisich Dock from Keco Inc. in the amount of nine thousand three hundred sixty-five dollars and zero cents (\$9,365.00) including shipping.
Ruffo / Picinich - unanimously approved.

4. Resolution – Surplus Equipment, GHPD. Chief Barker presented this resolution declaring certain equipment surplus. He explained that the equipment is over ten years old and of no value, but could be used by the Mount Rainier National Park, and recommended that the equipment be donated to the park at no cost.

Councilmember Dick voiced concern on whether the city could donate public property and asked for clarification. Carol Morris, City Attorney, will research the statutes for allowing this action.

MOTION: Move to table this resolution until the next meeting.
Picinich / Ruffo – unanimously approved.

5. City Hall Purchase and Sale Agreement. Mark Hoppen, City Administrator, presented this agreement for the sale of the old city hall.

Councilmember Young asked for clarification on the practice of accepting earnest money. Mark explained that it goes to escrow through the city.

Councilmember Franich asked if there were any parking concessions made in the agreement. Mark said that there were no land use issues with this agreement.

MOTION: Move we authorize the Purchase and Sale Agreement for the City Hall building.
Ekberg / Ruffo – unanimously approved.

STAFF REPORTS:

1. GHPD – June Stats. No verbal report given.

PUBLIC COMMENT:

Tyler Bergstrom – 8415 72nd Ave – Gig Harbor. Mr. Bergstrom used displays to illustrate his concerns that BMX bikes are not allowed in the Skate Park. He said that taxpayer dollars fund the park, but not all taxpayers are allowed to use it. He talked about the bike riders helping to keep the park clean and safe, and asked if the city would work toward a plan where skateboards and bikes could share the park at different times.

He explained that an internet survey shows that there is no evidence that bikes do any

EXHIBIT "B"

4286298 7
4286977 E

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, (hereinafter the "Agreement,") is entered into this 10 day of July, 2003, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "Seller") and etc Real Estate Investments, LLC, a Washington Limited Liability Company, 4227 Burnham Drive, Gig Harbor, Washington 98332 (hereinafter the "Purchaser");

WHEREAS, Seller is the owner of that certain real property with improvements consisting of a non-residential structure, located at 3105 Judson, in Gig Harbor, Washington, more particularly described in Exhibit A, attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the Seller desires to sell the property upon the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Purchase and Sale of the Property. Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the Property described in Exhibit A, together with all the existing easements and rights-of-way on the Property.

2. Purchase Price and Manner of Payment for the Property.

2.1 Purchase Price. The total purchase price for the Property (the "Purchase Price") shall be One Million, Thirteen Thousand, Seven Hundred Eighty Dollars and No Cents (\$1,013,780.00). The earnest money shall be Five Thousand Dollars (\$5,000.00), which is due and payable upon execution of this Agreement by both parties. The remaining balance shall be due on Closing.

2.2 Prorations. Any prorations as determined in Section 6 herein shall be reflected in the amount paid to the Seller at Closing.

2.3 Closing Date for Property. The closing of the Property shall be held no later than August 29, 2003, or earlier at Purchaser's option, in the office of the Escrow Agent. The Seller agrees to maintain the Property and its improvements in their present condition, normal wear and tear excepted, until Purchaser is entitled to Possession at Closing. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Escrow Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of

the interruption of available transport, strikes, fire, flood, or extreme weather, governmental relations, incapacitating illness, acts of God, or other similar occurrences, the Closing Date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the Closing as provided herein without the written agreement of the parties.

3. Deliveries at Closing of Property. At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property and all improvements thereon, by statutory warranty deed (the "Deed"), duly executed and in recordable form and insurable as such by Chicago Title Company, Washington, on an ALTA form B Owner's form of title insurance policy, or if Purchaser so desires and pays any additional premium, an ALTA Extended Policy (the "Title Policy"). Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances other than the Permitted Exceptions, as defined in Section 10 hereof. Seller shall deliver to Purchaser at Closing, the following documents (all of which shall be duly executed and acknowledged where required and, unless otherwise agreed, deposited with the Escrow Agent): (a) the Deed; (b) the Title Policy, or the irrevocable commitment of the title insurer in writing to Purchaser to deliver same in a form satisfactory to Purchaser; (c) Such other documents, if any, as may be reasonably requested by the Purchaser to enable the Purchaser to consummate and close the transactions contemplated by this Agreement pursuant to the terms and provisions and subject to the limitations hereof.

4. Possession. Possession of the Property shall be delivered by Seller to Purchaser at the Closing.

5. Closing Costs Relating to the Property. Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows: (a) the full cost of securing the title insurance policy for Purchaser referred to herein shall be shared equally between Seller and Purchaser; (b) the cost of recording the Deed to Purchaser shall be paid by Purchaser; (c) all other expenses of escrow and recording fees shall be paid by shared equally between Seller and Purchaser. ~~Seller shall pay the excise tax.~~ Encumbrances to be discharged by Seller to provide clear title or to correct any condition noted on a hazardous materials inspection report for the Property shall not be expenses of escrow.

6. Prorations. The following items shall be prorated between Purchaser and Seller as of midnight the day immediately preceding the Closing Date; such prorations favoring Purchaser shall be credited against the Purchase Price payable by Purchaser at Closing, and such prorations favoring Seller shall be payable by Purchaser at Closing in addition to the cash portion of the Purchase Price payable by Purchaser at Closing:

6.1 Any applicable City, state and county ad valorem taxes for the calendar year of Closing based on the ad valorem tax bill for the Property, if then available, for such year, or if not, then on

JA
GW
7/10/03

the basis of the ad valorem tax bill for the Property for the immediately preceding year. Taxes for all years prior to the calendar year of Closing shall be paid by Seller at or prior to Closing;

6.2 Utility charges, including water, telephone, cable television, garbage, storm drainage, sewer, electricity and gas, and maintenance charges, if any, for sewers. In conjunction with such proration, Seller will notify, or cause to be notified, all utilities servicing the Property of the change of ownership and direct that all future billings be made to Purchaser. Seller shall use its best efforts to procure final meter readings for all utilities as of the Closing Date and to have such bills rendered directly to Purchaser. Any utility deposits previously paid by Seller shall remain the property of Seller, and to the extent necessary for Seller to receive such payments, Purchaser shall pay over such amounts to Seller at Closing and take assignment of such deposits. Notwithstanding the above, it is the express intent of the parties that all of the expenses and costs detailed above will be allocated such that the Seller will pay for all such expenses and costs incurred prior to Closing and Buyer will pay for all such expenses and costs incurred after Closing.

6.3 Said proration shall be based on the actual number of days in each month and twelve (12) months in each calendar year. Any post closing adjustment due either party shall be promptly made.

6.4. The parties shall reasonably agree on a final proration schedule prior to Closing and shall deliver the same to Escrow Agent. Based in part on the proration statement, Escrow Agent shall deliver to each party at the Closing a closing statement containing a summary of all funds, expenses and proration passing through escrow.

7. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to acquire the Property shall be conditioned upon the satisfaction, or waiver by Purchaser of the following conditions: (a) approval of this Agreement by the Gig Harbor City Council; (b) receipt of a Hazardous Substances Certificate, which is set forth in Section 9 of this Agreement; and (c) the ability of Purchaser to obtain financing for the purchase of the Property whereby such condition precedent shall be deemed waived if Purchaser does not notify Seller by August 15, 2003 of its inability to obtain financing for the purchase.

8. Seller's Covenants.

8.1 Right of Inspection. At all times prior to Closing, Seller shall (a) permit Purchaser and such persons as Purchaser may designate to undertake such investigations and inspections of the Property as Purchaser may in good faith require to inform itself of the condition or operation of the Property and (b) provide Purchaser with complete access to Seller's files, books and records relating to the ownership and operation of the Property, including, without limitation, contracts, permits and licenses, zoning information, during regular business hours upon reasonable advance notice. Seller

agrees to cooperate in connection with the foregoing and agrees that Purchaser, its agents, employees, representatives or contractors shall be provided promptly upon request such information as shall be reasonably necessary to examine the Property and the condition thereof.

8.2 Encumbrances. At no time prior to Closing shall Seller encumber the Property or any portion thereof with encumbrances, liens or other claims or rights (except such as may exist as of the date hereof) unless (a) such encumbrances are necessary and unavoidable, in the reasonable business judgment of Seller, for the conduct of Seller's use of the Property (which in no case shall include mortgages, deeds of trust or other voluntary security interests), (b) Seller discloses the same to Purchaser in writing and (c) Seller covenants to remove (and does remove) the same prior to Closing. Seller agrees to provide Purchaser evidence of lien releases in connection with any liens on the Property prior to the Closing Date.

8.3 Material Changes. Seller shall: (a) promptly notify Purchaser of the occurrence of any fact, circumstance, condition or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate and (b) deliver to Purchaser any notices of violation of law received by Seller prior to Closing.

8.4 Additional Improvements. Seller shall not enter into any agreements regarding additional improvements to be made to the Property following the Effective Date and prior to Closing, without the prior approval from Purchaser.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as follows:

9.1 Title to Property. Seller owns fee simple title to the Property, free and clear of all restrictions, liens, easements, mortgages, covenants, leases, exceptions and restrictions of any kind, Uniform Commercial Code financing statements, security interests, and other encumbrances, except for the Permitted Exceptions (as described in Section 10.3).

9.2. Hazardous Substances on the Property.

9.2.1 Definitions. (a) "Hazardous Substances" means any hazardous, toxic or dangerous substance, waste or materials that are regulated under any federal, state or local law pertaining to environmental protection, contamination remediation or liability. The term includes, without limitation, (i) any substances designated a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Model Toxics Control Act (Chapter 70.105D RCW), the Hazardous Waste Management Act (Chapter 70.105 RCW), and regulations promulgated there under, as these statutes and regulations shall be amended from time to time, and (ii) any substances that, after being released into the environment

and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through the food chain, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. For the purposes of this definition, the term "Hazardous Substances" includes, but is not limited to, petroleum chemicals, asbestos-containing material and lead paint. (b) "Release" means any intentional or unintentional entry of any hazardous substance into the environment, including, but not limited to, air, soils, surface water and ground water.

9.2.2 Absence of Hazardous Substances. Seller warrants that it has not released or disposed of any Hazardous Substances on the Property. Seller warrants that it has not constructed, placed, deposited, stored, disposed or located any of the following on the Property: (a) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (b) any insulating material containing urea formaldehyde; and to the best of Seller's knowledge the Property is not subject to hazardous condition due to the presence of an electromagnetic field within or affecting the Property.

9.2.3 Violations. Seller has not received any notice of, and is not aware of, any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to Hazardous Substances emanating from, caused by or affecting the Property.

9.2.4 Underground Storage Tanks. Seller warrants that the Property contains no underground storage tanks for the storage of fuel oil, gasoline, and/or other petroleum products or by products.

9.2.5 No Assessments. No assessments have been made against the Property that are unpaid, whether or not they have become liens.

9.2.6 Boundary Lines of Property. To the best of Seller's knowledge, the improvements on the Property are located entirely within the boundary lines of the Property, and to the best of Seller's knowledge there are no disputes concerning the location of the lines and corners of the Property.

9.2.7 Litigation. Seller has no actual knowledge of any, and there is no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Property. There are no outstanding claims on Seller's insurance policies, which relate to the Property. Seller has not received any notice of any claim of noncompliance with any laws, from any governmental body or any agency, or subdivision thereof bearing on the construction of the Improvements, the landscaping or the operation, ownership or use of the Property.

9.2.8 Authorization. Seller has the full right and authority to enter into this Agreement and consummate the sale, transfers and assignments contemplated herein; and the person signing this Agreement and any other document or instrument contemplated hereby on behalf of Seller is authorized to do so. All of the documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed, and delivered by Seller, are and at the time of Closing will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

9.2.9 Liens. All expenses in connection with the construction of the Property and any reconstruction and repair of the Property have been fully paid, such that there is no possibility of any mechanics' or materialmen's liens being asserted or filed in the future against the Property in respect of activities undertaken prior to Closing.

10. Title Examination and Objections.

10.1 Title Review. Seller shall cause Chicago Title Company (the "Title Company") to furnish to Purchaser, at Seller's expense, a title insurance commitment, on an ALTA approved form for the Property (the "Title Report"). Purchaser shall have fifteen (15) days after receipt of such Title Report to conduct an examination of Seller's title to the Property and to give written notice to Seller of any title matters, which affect title to the Property and which are unacceptable to Purchaser or to outrightly reject such Title Report and terminate the Agreement (the "Title Objections"). If Purchaser fails to object to any matter which is of record as of the date hereof prior to the expiration of such fifteen (15) day period, then, except with respect to any security instrument or lien affecting the Property, Purchaser shall be deemed to have waived its right to object to any such matter and all of such matters shall be deemed a permitted title exception for purposes of this Agreement (collectively, with those matters described in this Section, the "Permitted Exceptions").

10.1.1 Upon receipt from the Purchaser of a written notice of any Title Objection, together with a copy thereof, the Seller shall, within fifteen (15) days of receiving such notice, provide written notice to Purchaser that Seller (a) will satisfy or correct, at Seller's expense, such Title Objection, or (b) refuses to satisfy or correct, in full or in part, such Title Objection, stating with particularity which part of any Title Objection will not be satisfied. The above notwithstanding, Seller may not refuse to satisfy security interests, liens or other monetary encumbrances affecting the Properties. As to those Title Objections which Seller agrees to satisfy or cure, or is required to satisfy or cure, Seller shall, on or before the Closing Date, (i) satisfy, at Seller's expense, security interests, liens or other monetary encumbrances affecting the Property (and all of Seller's obligations under or relating to each of the foregoing), and (b) satisfy or correct, at Seller's expense, all other Title Objections affecting the Property that the Seller has agreed to satisfy or cure.

Handwritten:
7/16/03
7/16/03

10.2 Failure to Cure. In the event that Seller fails to satisfy or cure any Title Objection of which it is notified, and if Seller has provided timely written notice that it refuses to satisfy or correct such objections, then on or before the Closing Date, the Purchaser shall by written notice to the Seller elect one of the following:

10.2.1 To accept Seller's interest in the Property subject to such Title Objections, in which event such Title Objections shall become part of the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement; or

10.2.2 To terminate this Agreement in accordance with the provisions herein.

10.3 Section 10.1 notwithstanding, Purchaser may not object to the following title matters, which shall be considered "Permitted Exceptions": (a) real property taxes or assessments due after Closing; (b) easements consistent with Purchaser's intended use of the Property; (c) reserved oil and/or mineral rights; (d) rights reserved in federal patents or state deeds; and (e) governmental building and land use regulations, codes, ordinances and statutes.

11. Default.

11.1 By Seller. In the event of a default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have, including Specific Performance, be entitled to immediately cancel this Agreement and receive a refund of its earnest money deposit and interest; provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property.

11.2 By Purchaser. In the event of any default by Purchaser, prior to the close of escrow, Seller's sole remedy shall be to terminate the escrow and Purchaser's right to purchase the Property and receive the earnest money deposited by Purchaser hereunder and interest thereon as liquidated damages.

11.3 General. If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party ten (10) days' prior written notice) refund any monies deposited by the non-defaulting party, and return any documents deposited with the Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder.

12. Condemnation or Destruction.

12.1 **Condemnation.** Seller hereby represents and warrants that Seller has no knowledge of any action or proceeding pending or instituted for condemnation or other taking of all or any part of the Property by friendly acquisition or statutory proceeding by any governmental entity. Seller agrees to give Purchaser immediate written notice of such actions or proceedings that may result in the taking of all or a portion of the Property. If, prior to Closing, all or any part of the Properties is subject to a bona fide threat or is taken by eminent domain or condemnation, or sale in lieu thereof, then Purchaser, by notice to Seller given within twenty (20) calendar days of Purchaser's receiving actual notice of such threat, condemnation or taking by any governmental entity, may elect to terminate this Agreement. In the event Purchaser continues or is obligated to continue this Agreement, Seller shall at Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award. During the term of this Agreement, Seller shall not stipulate or otherwise agree to any condemnation award without the prior written consent of Purchaser.

12.2 **Damage or Destruction.** Prior to Closing, the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by Seller. After Closing, the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by the Purchaser.

13. **Indemnification.**

13.1 **Seller's Indemnification.** Seller shall indemnify and defend Purchaser (including its officers, officials, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including reasonable attorneys' fees and court costs (collectively, "Claims") incurred by Purchaser on account of Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement

13.2 **Purchaser's Indemnity.** Purchaser shall indemnify and defend Seller (including its officers, officials, employees and agents) and hold it harmless from and against any material claim, loss, liability and expense, including reasonable attorneys' fees and court costs (collectively, "Claims") incurred by Seller on account of Claims resulting from or arising directly or indirectly, in whole or in part, out of the breach of any representation, warranty, covenant or agreement of Purchaser contained in this Agreement.

14. **Assignment.** Neither party shall be entitled to assign its right, title and interest herein to any third party without the written consent of the other party to this Agreement. Any approved assignee shall expressly assume all of the assigning party's duties, obligations, and liabilities hereunder but shall not release the assigning party from its liability under this Agreement.

15. Representations Regarding Brokers. Seller and Purchaser each represent and warrant to the other that neither has employed, retained or consulted any broker, agent or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein.

16. Notices. All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by fax, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand, fax or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

SELLER: City of Gig Harbor
Attn: Mark Hoppen, Administrator
3510 Grandview Street
Gig Harbor, WA 98335

PURCHASER: etc Real Estate Investments, LLC
Attn: Doug Clark
4227 Burnham Drive
Gig Harbor, WA 98332

With a copy to: Carol A. Morris, City Attorney
Law Office of Carol A. Morris, P.C.
P.O. Box 948
Seabeck, WA 98380-0948

17 Miscellaneous.

17.1 Governing Law and Construction. This Agreement shall be construed and interpreted under the laws of the State of Washington. The titles of sections and subsections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

17.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

17.3 Rights, Powers and Privileges. Except as expressly provided under the terms of this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

17.4 Waiver. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

17.5 Time. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

17.6 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

17.8 Survival. Each of the covenants, agreements, representations and warranties herein shall survive the Closing and shall not merge at Closing with any deed, bill of sale or other document of transfer.

17.9 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

17.10 Time Periods. If the Time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

17.11 Severability. If a court of competent jurisdiction invalidates a portion of this Agreement, such invalidity shall not affect the remainder.

17.12 Modifications. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing, duly executed by each of the parties affected thereby.

17.13 Attorneys' Fees. If Purchaser or Seller institute suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and reasonable attorneys' fees from the non-prevailing party. The venue of any suit shall be in Pierce County, Washington.

17.14 Termination. If this Agreement is terminated, neither party hereto shall have any further rights or obligations under this Agreement whatsoever, except for such rights and obligations that, by the express terms hereof, survive any termination of the Agreement. If this Agreement is terminated prior to the Closing Date for any reason not the fault of Seller, then the Purchaser's earnest money shall be immediately paid to the Seller.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives on the dates indicated below, to be effective as of the date and year first above written.

PURCHASER:

etc Real Estate Investments, LLC

By: 

By: Doug Clark
Its: Member

851-7897
232-0290

By: 

By: Eric Engelland
Its: Member

858-4400

By: 

By: Thomas Turner
Its: Member

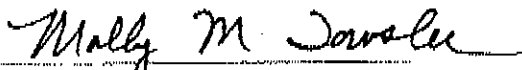
SELLER:

THE CITY OF GIG HARBOR

By: 

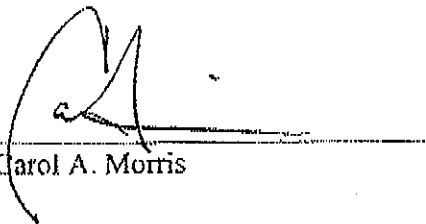
By: Gretchen Wilbert
Its: Mayor

ATTEST:



City Clerk, Molly Towslee

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

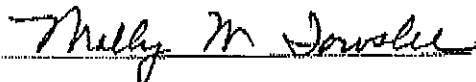


Carol A. Morris

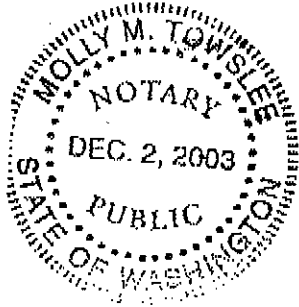
STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: 7/10/03



Molly M. Towslee
(print or type name)



NOTARY PUBLIC in and for the
State of Washington, residing
at: Grig Harbor
My Commission expires: 12/2/03

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Doug Clark 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 Member of etc Real Estate Investments, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/9/03



April Marie Gleason

April Marie Gleason

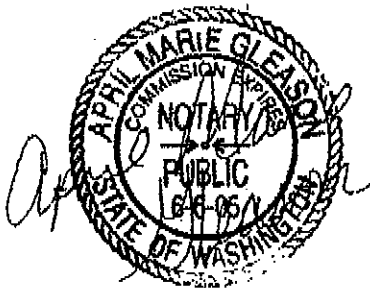
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: 4102 104th St E Tacoma WA 98446
My Commission expires: 6/6/05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Eric Engelland 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 Member of etc Real Estate Investments, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/9/03



April Marie Gleason

April Marie Gleason

(print or type name)

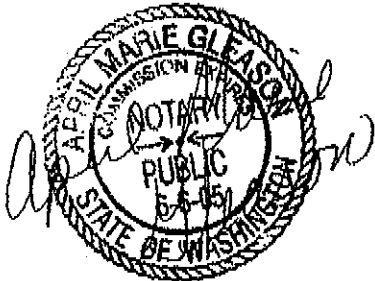
NOTARY PUBLIC in and for the

State of Washington, residing
 at: 4102 104th St E Tacoma WA 98446
 My Commission expires: 6/16/05

STATE OF WASHINGTON)
) ss.
 COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Thomas Turner 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 Member of etc Real Estate Investments , LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/9/03



April Marie Gleason
 April Marie Gleason
 (print or type name)

NOTARY PUBLIC in and for the
 State of Washington, residing
 at: 4102 104th St E Tacoma WA 98446
 My Commission expires: 6/16/05

Exhibit 'A'

LEGAL DESCRIPTION

Commencing at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 North, Range 2 East of the Willamette Meridian; thence East 135 feet; thence S 0° 56' W, 170 feet to the TRUE POINT OF BEGINNING; thence East 150.27 feet; thence S 0° 56' W, 130 feet; thence West 150.47 feet; thence N 0° 56' E to the True Point of Beginning.

Also described as Lots 19, 20 and 21 of S. P. Judson's Survey and Subdivision of a part of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter, and that part of the Northeast of the Northwest Quarter, lying South of the Burnham-Hunt County Road, all in Section 8, Township 21 North, Range 2 East, W.M., dated November 2, 1927.

EXHIBIT "C"

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BUSINESS OF THE CITY COUNCIL
CITY OF GIG HARBOR, WA

Subject: Thurston Lane)	
)	
Proposed Council Action: Affirm the)	DECLARATION OF GARY ALLEN
Status of Thurston Lane as a Public Street)	
)	
)	

I, GARY ALLEN, state and declare as follows:

1. I am the Survey Manager at Baseline Engineering, Inc.
2. I have investigated the matter of Thurston Lane and the ownership thereof.
3. The area in question of Thurston Lane was shown as private property according to the recorded survey by Aspen Surveying, recorded under Auditor File number 200301285004, records of Pierce County, Washington. Thurston Lane was not labeled on that drawing, although Judson Street and Adams Avenue are identified as roads and labeled as such.
4. The City of Gig Harbor approval letter dated June 27, 2003 for the Boundary Line Adjustment (BLA 03-04) for 3105 Judson Street identified two tax parcels, 022108-2-017 and 022108-2-094, specifically, Parcel 'A' which included the strip of land now identified as Thurston Lane.

DECLARATION OF GARY ALLEN
Page 1

BROWN YANDO & KAMPBELL, PLLC
4041 RUSTON WAY, SUITE 200
TACOMA, WASHINGTON 98402
TELEPHONE (253) 564-2088
FAX (253) 597-7378

1 Thurston Lane was not a public road as it *could not have been included* as part of the Boundary Line
2 Adjustment.

3 5. The metes and bounds legal description as identified in Statutory Warranty Deed
4 recorded under Auditor File number 200307301783, is for two tax parcels 022108-2-017 and 022108-2-
5 094, and covers the limits of the property as identified. The statements "also except roads" and
6 "except roads" typically refers to existing public roads such as Judson Avenue and Adams Avenue.

7 6. Thurston Lane is not recognized as a public road by the Pierce County Assessor,
8 neither by maps nor by the associated parcel's (0221082231) taxed area. Thurston Lane does not
9 appear to be established by any publicly available recorded documents (quit claim, deed, plat,
10 judgment, etc.) nor is it depicted as such on any recorded survey documents. There are no known
11 recorded easements for Thurston Lane. Thurston Lane is not depicted on current City of Gig Harbor
12 Zoning and Land Use maps available to the public on their website (maps current as of 2005).

13 I declare under penalty of perjury under the laws of the State of Washington that the
14 foregoing is true and correct.

15 DATED this 18 day of March, 2010.

16 
17 _____
18 GARY ALLEN

EXHIBIT "D"

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
CHICAGO TITLE INSURANCE COMPANY
4717 S. 19TH STREET, SUITE 201
TACOMA, WA 98405

CHICAGO TITLE INSURANCE COMPANY

By:

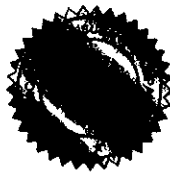


President

ATTEST:



Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

STANDARD OWNER POLICY
SCHEDULE A

Policy No.: 4286290

Date of Policy: JULY 30, 2003 at 4:25PM Amount of Insurance: \$1,013,780.00

1. Name of Insured:

ETC REAL ESTATE INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

ETC REAL ESTATE INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

4. The land referred to in this policy is described as follows:

SEE ATTACHED DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY

STANDARD OWNER POLICY
SCHEDULE A

(Continued)

Policy No.: 4286290

LEGAL DESCRIPTION

PARCEL A:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH,
RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, THENCE EAST 135 FEET; THENCE SOUTH
00°56' WEST 170 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 150.27
FEET; THENCE SOUTH 0°56' WEST 130 FEET; THENCE WEST 150.47 FEET; THENCE
NORTH 0°56' EAST 130 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 55 FEET OF THE WEST 25 FEET OF THE EAST 67 FEET THEREOF.

ALSO EXCEPT ROADS.

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

PARCEL B:

THE SOUTH 55 FEET OF THE WEST 25 FEET OF THE EAST 67 FEET OF THE FOLLOWING
DESCRIBED PROPERTY:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH,
RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, THENCE EAST 135 FEET; THENCE SOUTH
00°56' WEST 170 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 150.27
FEET; THENCE SOUTH 0°56' WEST 130 FEET; THENCE WEST 150.47 FEET; THENCE
NORTH 0°56' EAST 130 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ROADS.

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

CHICAGO TITLE INSURANCE COMPANY

STANDARD OWNER POLICY
SCHEDULE B

Policy No.: 4286290

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto; reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims or title to water.

SPECIAL EXCEPTIONS:

- A 1. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT. HOWEVER, IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER:	02-21-08-2-017
LEVY CODE:	075
ASSESSED VALUE-LAND:	\$ 235,000.00
ASSESSED VALUE-IMPROVEMENT:	\$ 584,200.00

- B AFFECTS: PARCEL A

CHICAGO TITLE INSURANCE COMPANY

STANDARD OWNER POLICY
SCHEDULE B

(Continued)

Policy No.: 4286290

SPECIAL EXCEPTIONS

- c* 2. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT. HOWEVER, IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER: 02-21-08-2-094
LEVY CODE: 075
ASSESSED VALUE-LAND: \$ 17,700.00
ASSESSED VALUE-IMPROVEMENT: \$ NOT AVAILABLE

- D* AFFECTS: PARCEL B

- E* 3. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ENCROACHMENTS, MAINTENANCE PROVISIONS, NOTES AND DEDICATIONS, AND OTHER MATTERS AS SET FORTH IN PIERCE COUNTY SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200301285004.

- R* 4. TERMS AND CONDITIONS OF INSTRUMENT RECORDED REGARDING REQUEST FOR BOUNDARY LINE ADJUSTMENT:

RECORDED: JULY 1, 2003
RECORDING NO: 200307010137

- AG* 5. DEED OF TRUST TO SECURE AN INDEBTEDNESS:

GRANTOR: ETC REAL ESTATE INVESTMENTS, LLC, A
WASHINGTON LIMITED LIABILITY COMPANY
TRUSTEE: TIMBERLAND SERVICE CORPORATION
BENEFICIARY: TIMBERLAND BANK
AMOUNT: \$ 1,000,000.00
DATED: JULY 25, 2003
RECORDED: JULY 30, 2003
RECORDING NUMBER: 200307301784
LOAN NUMBER: 974-165452

- AE* 6. ASSIGNMENT OF RENTS AND/OR LEASES AND THE TERMS AND CONDITIONS THEREOF:

ASSIGNOR: ETC REAL ESTATE INVESTMENTS, LLC, A
WASHINGTON LIMITED LIABILITY COMPANY
ASSIGNEE: TIMBERLAND BANK
DATED: JULY 25, 2003

CHICAGO TITLE INSURANCE COMPANY

STANDARD OWNER POLICY
SCHEDULE B

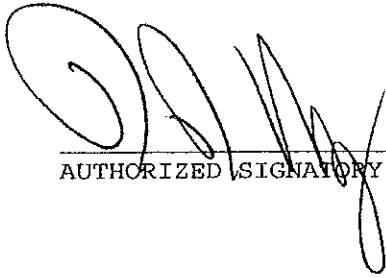
(Continued)

Policy No.: 4286290

SPECIAL EXCEPTIONS

RECORDED: JULY 30, L 2003
RECORDING NUMBER: 200307301785

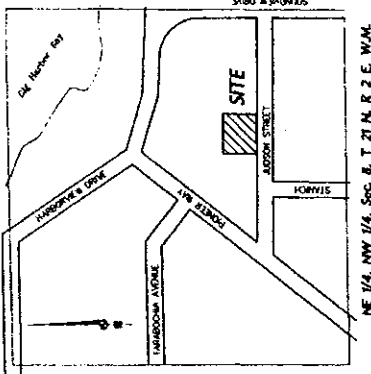
AH



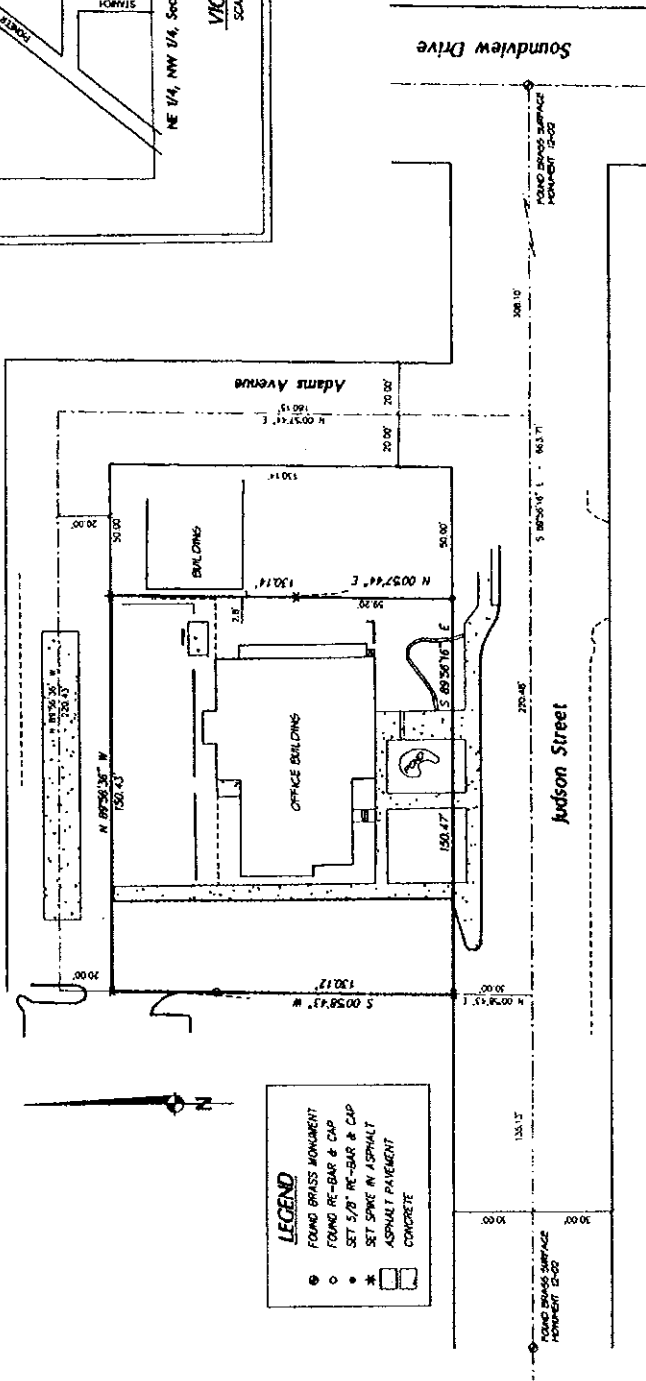
A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a horizontal line.

AUTHORIZED SIGNATORY

RECORD OF SURVEY PIERCE COUNTY, WASHINGTON



VICINITY MAP
SCALE: 1" = 300'



BASES OF BEARINGS ASSUMED

LEGAL DESCRIPTION

Commencing at the Northwest Corner of the Southeast Quarter of the Section 19, Township 2N, Range 2E, of the Willamette Meridian; thence East 136.15 feet; thence S 0°46' N, 170 feet to the TRUE POINT OF BEGINNING; thence East 160.27 feet; thence S 0°46' N, 130 feet; thence West 150.47 feet; thence N 0°30' E to the True Point of Beginning.

Also described as Lots 19, 20 and 21 of S. P. Judson's Survey and Subdivision of a part of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter, and that part of the Northwest Quarter of the Northwest Quarter, of the Township 2N, Range 2E, of the Willamette Meridian, in Pierce County, Washington, as shown on the Survey Map of the same County, Book 8, Tract 8, to wit: Parcel 2 West, W.M., dated November 2, 1887.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 26th DAY OF FEBRUARY, 2003 AT 11:17 A.M.
UNDER AUDITOR'S FILE NO. 200301285004
AT THE REQUEST OF Aspen Land Surveying, RECORDING FEE \$25.00

Deputy *Pat McCarthy* COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF
CITY OF GIG HARBOUR

Daniel B. Johnson DATE 1/7/03



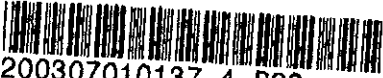
Aspen Land Surveying
12804-A Purdy Drive NW
Gig Harbor, WA 98332
(253) 857-4595

A Portion of
the NE 1/4 of the NW 1/4,
Sec. 8, T 21 N, R 2 E, W.M.,
Pierce County, Washington

- NOTES**
1. THIS SURVEY COMPLIES WITH ALL STANDARDS AND REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 65.09 RCW AND 330-130-090 WAC.
 2. THIS SURVEY WAS ACCOMPLISHED USING FIELD TRAVELER PROCEDURES.
 3. A CONCRETE MONUMENT SET AT SECOND TOTAL STATION WAS USED FOR THIS SURVEY.

DRAWING NO. 2003L 0304M 01 26V DATE 11-27-03

200301285004


200307010137 4 PGS
07-01-2003 10:57am \$22.00
PIERCE COUNTY, WASHINGTON

June 27, 2003

Willy Hendrickson
3510 Grandview Street
Gig Harbor, WA 98335

Re: Boundary Line Adjustment (BLA 03-04) for 3105 Judson Street

Dear Mr. Hendrickson,

I have reviewed your request for boundary line adjustments for the parcels described by tax assessor parcel numbers 0221082017, and 0221082094, (shown on your maps as parcel A and B). Boundary Line Adjustments are subject to the review criteria stated in GHMC 16.03.003 and have been satisfied as follows:

- A) No additional lot, tract, parcel, site or division will be created by the proposed adjustment.
- B) No lot is created or modified which contains insufficient area and dimensions to meet the minimum requirements of the zone in which the affected lots are situated.
- C) No lot is created or modified which does not have adequate drainage, water supply and sanitary sewage disposal, and access for vehicles, utilities and fire protection, and no existing easement in favor of the public is rendered impractical to serve its purpose.
- D) The boundary line adjustment is consistent with the applicable provisions of GHMC Title 17.

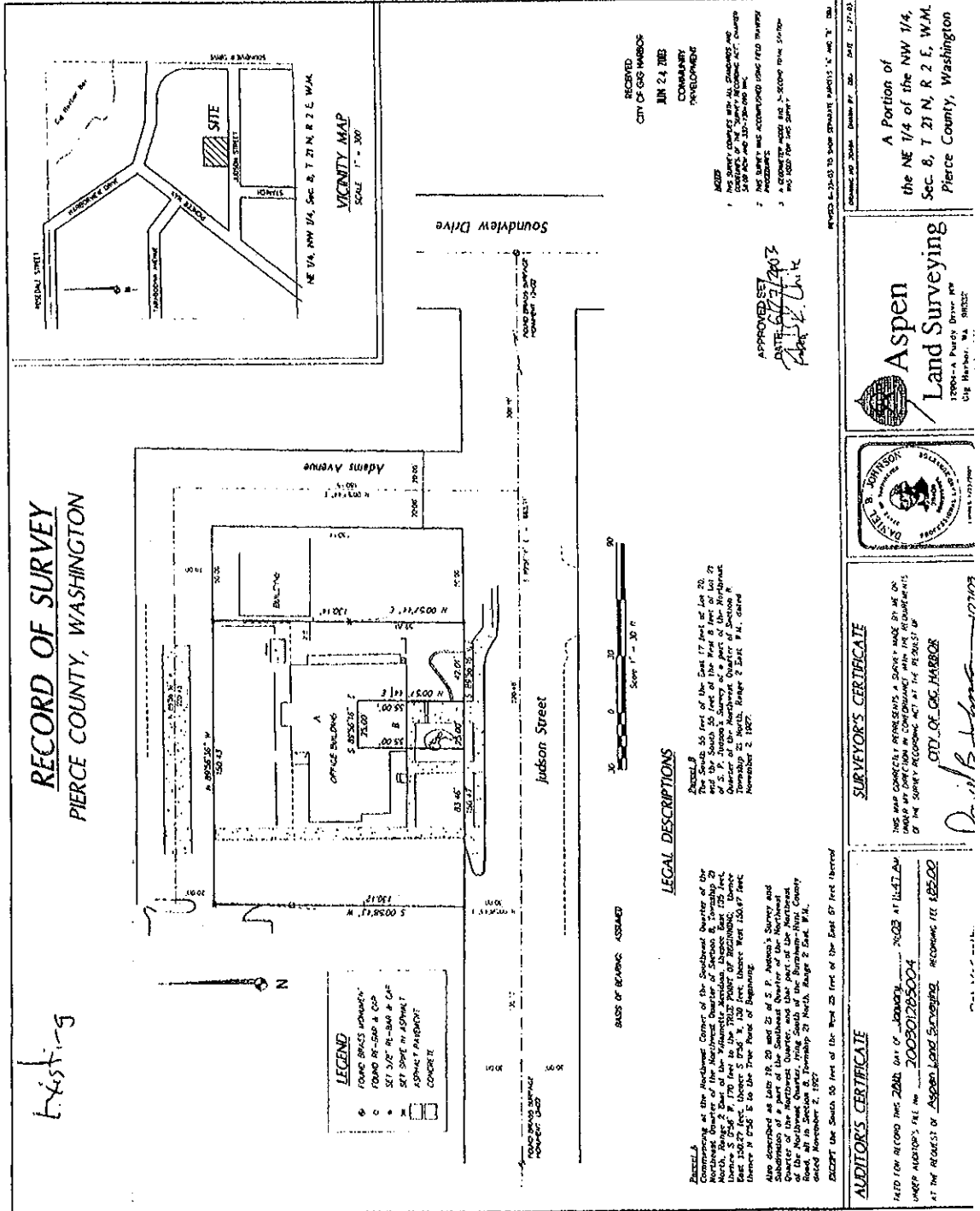
Having fully met the above criteria, your request to combine the boundary lines of the two parcels specified above is hereby approved by the City of Gig Harbor, subject to approval and proper legal recording with the Pierce County Assessor's office, and verification of the County's approval being submitted to the Gig Harbor Community Development Department.

I am attaching approved copies of your submitted maps and legal descriptions and will retain the same in our files. If you have additional questions or if I can otherwise assist you, please do not hesitate to call me.

Sincerely,

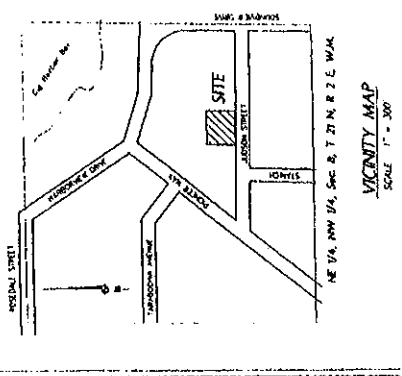
Rob White,
Senior Planner

cc: file
Mark Hoppen, City Administrator



RECORD OF SURVEY
PIERCE COUNTY, WASHINGTON

Existing



RECEIVED
CITY OF GIG HARBOR
JUN 24 2003
COMMUNITY
DEVELOPMENT

- 1. ALL EXISTING UTILITIES AND ALL EXISTING AND PROPOSED CONCRETE AND ASPHALT DRIVEWAYS SHALL BE SHOWN AND LOCATED BY THE SURVEYOR.
- 2. THE SURVEY WAS ACCOMPLISHED USING REAL TRAVELY.
- 3. A CONCRETE DRIVE AND 3\"/>

APPROVED SET
DATE: 6/17/2003
Aspen Land Surveying

LEGAL DESCRIPTIONS

Parcel A
The South 55 feet of the East 175 feet of Lot 20
The South 55 feet of the East 8 feet of Lot 21
of S. P. Johnson's Survey of a part of the Northwest
Quarter of the Northwest Quarter of Section 8
T21N, R2E, W4E, Pierce County, Washington, dated
November 2, 1987.

Also described as lots 19, 20 and 21 of S. P. Johnson's Survey and
Subdivision of a part of the Southwest Quarter of the Northwest
Quarter of the Northwest Quarter, and that part of the Northwest
Quarter of the Northwest Quarter of Section 8, T21N, R2E, W4E,
Pierce County, Washington, as shown on the plat of said survey
dated November 2, 1987.

EXCEPT THE SOUTH 55 FEET OF THE EAST 87 FEET BEARING

AUDITOR'S CERTIFICATE

PAID FOR RECORD THIS 20th DAY OF January 2003 AT GIG HARBOR
UNDER AUDITOR'S FILE NO. 200301285004
AT THE REQUEST OF Aspen Land Surveying, RECORDING FEE \$25.00

SURVEYOR'S CERTIFICATE

THIS MAP COMPLETELY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE
OF THE SURVEY RECORDING ACT AT THE REQUEST OF
CITY OF GIG HARBOR



Aspen Land Surveying
12200-A Purdy Drive NW
Oig Harbor, WA 98227

REVIEWED 6-24-03 TO SHOW STAKEOUT MARKS, N AND T, 2003
DATE: 6/24/03

A Portion of
the NE 1/4 of the NW 1/4,
Sec. 8, T 21 N, R 2 E, W4E,
Pierce County, Washington

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 8 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the insured may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) To pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

Old Business - 1
Page 40 of 53

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or a validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
National Claims Administration
P.O. Box 45023
Jacksonville, Florida 32232-5023

EXHIBIT "E"



PUBLIC WORKS DEPARTMENT

December 2, 2009

GAZABAT JEAN L
PO BOX 464
GIG HARBOR, WA 98335-0464

Re: Potential closure of Thurston Lane

Dear Property/Business Owner;

You are being sent this letter because your property or business in downtown Gig Harbor may be affected by the status of Thurston Lane between Adams St. and Judson St. Thurston Lane is actually private property; it is not a public road. Emergency vehicle access via Thurston Lane is required to be maintained as long as the drive-through automated teller machine (ATM) for Timberland Bank remains active, but Thurston Lane could be closed if the ATM was removed.

Many of your buildings are serviced by the Fire Department and other emergency services via Thurston Lane. The potential closure of Thurston Lane may prevent access by emergency service vehicles, and possibly prevent future deliveries to the backs of certain properties by delivery trucks.

The city considers this a private land issue, but is willing to help facilitate a meeting between neighboring property owners in order to look for possible solutions to address this issue.

If you would like to meet with your neighboring property and business owners to discuss this issue, the city has reserved a meeting room at the City Civic Center located at 3510 Grandview St., Gig Harbor on December 16 from 8 am to 9:30 am.

Sincerely,

David Stubchaer
Public Works Director

Encls: Thurston Lane Area Vicinity Map

EXHIBIT "F"

ORDINANCE NO. 306

ORDINANCE DECLARING THURSTON LANE AND
ADAMS STREET AS ONE-WAY STREETS

WHEREAS, the Town of Gig Harbor Engineer has studied vehicle traffic patterns on Thurston Lane and Adams Street; and

WHEREAS, said study revealed it to be in the best interests of health, safety, welfare and general morals of the citizens of the Town of Gig Harbor to declare Thurston Lane and Adams Street to be one-way streets; and

WHEREAS, the Town Engineer recommended to the Town Council of the Town of Gig Harbor that Thurston Lane and Adams Street be declared one-way streets; and

WHEREAS, the Town Council of the Town of Gig Harbor concurs in said recommendations of the Town Engineer;

NOW, THEREFORE, be it ordained as follows:

Thurston Lane shall be a one-way street between Judson Street and Adams Street and vehicles shall only transit Thurston Lane in the direction of Adams Street from Judson Street.

Adams Street shall be a one-way street between Thurston Lane and Gilich Street and vehicles shall only transit Adams Street in the direction of Gilich Street from Thurston Lane.

Any person violating any provision of this ordinance shall be guilty of a misdemeanor.

PASSED at a regular meeting of the Town Council held on the 12 day of September, 1979.

Ruth Bogue
Ruth Bogue, Mayor

ATTEST:

Donald J. Avery
Donald J. Avery, Town Clerk

EXHIBIT "G"

service project. He said he is beginning an Eagle Scout project and proposes to generally clean up Harbor Heights park, make tables and fire pits, and will trench for water if so desired. He will map and conduct a naming contest. He asks the council's opinion and their decision by next meeting. The mayor said there could be a possible conflict with the FFA project and asked that councilpersons Ekberg and Ross meet with Scott and help him complete his proposal by coordinating it with the other group.

REPORTS OF DEPARTMENT HEADS:

Street & Water - Later in meeting

Sewer Treatment - None

Police Department - The mayor introduced Jeff Snider, the new police chief. —

Building - John Hodges brought up the fact that AnnCo Properties has renewed their building permit on the former Kjellesvik/Johnson property several times. They were not ready, or unable, to build and have kept the permit in force. He asks that the council restudy the checklist and withdraw the negative declaration in view of the extreme development of the area. He asks that the council change or waive the original determination. The town attorney was asked to look into this renewal of the building permit.

Attorney - Darrell Graves, Attorney Hess's partner, is taking his place tonight. He felt it would be appropriate to further research the matter. He could have the answer by next council meeting.

Attorney Graves brought up the parking-in-fire-lanes problem. The memo is nearly completed and said the council may rest assured that this will be under the police powers of the town. It will be set in ordinance form. It was requested that copies be sent to the fire chief and the police chief.

Engineer - Marwan Salloum, taking Glen Sherwood's place, reported on the progress of the water tank. The last sixteen feet and the top will be on next week. On Woodworth Avenue, the tree cutting has not yet started. The pump and pumphouse are not yet approved by DSHS but will be by the middle of next week. The fire hydrant, brought up last meeting, is not yet decided. Cascade and Woodworth paving scheduled together -- from March 5 to March 9.

Clerk-Treasurer - No report.

Street & Water - Jim Hibbs presented prices on fencing for the park: Fir would run about \$1150, cedar about \$1700, and \$2000 for cyclone. These figures are for material only.

Big Toy Fence - This will run about \$475 for a 36" high fence with gate. We will do the work ourselves. The council gave him permission to go ahead.

Drainage, N. Harborview Drive - To next meeting.

The fire department requests that the town fix the corner of Soundview and Hunt Road as their fire truck cannot make the turn. A catch basin and tile are needed on the SW side of the intersection and the cost would be about \$120 to install it with two or three hours of labor. Councilman Ekberg wished to review this until next meeting.

Jim then asked permission to order water meters. He needs about 100 3/4" and 6 one-inch meters at a cost of \$3200 total. The council agreed.

TOWN HALL PARKING ORDINANCE:

Thurston Lane and Adams will be made one-way. Councilman Malich moved that Ordinance #306 be adopted. Councilman Ekberg seconded. Carried.

SITE PLAN FEE -

The fee schedule had been left blank to be filled in by the various department heads. The basic fee of \$100 had been suggested and John Hodges suggested a sliding scale. This was postponed to later in the meeting as the fees needed some reworking.

ANIMAL CLINIC DEFINITION - ORDINANCE #307 - 2nd Reading:

Councilman Ekberg abstained and absented himself.

The passage of this ordinance would allow a veterinary clinic as a conditional use in a B-2 zone. Councilman Malich moved that Ordinance #307 be adopted. Councilman Bunch seconded. Motion carried.

ORDINANCE PROHIBITING MOTOR VEHICLES IN TOWN PARKS - First reading.

NORTHVIEW SUBDIVISION MODIFICATION OF SITE PLAN:

Mr. Kruse was again present regarding walkways in his development. The various department heads had responded. Jim Hibbs felt that if walkways had been required they definitely should be furnished. He felt we need walkways. Councilwoman Ross, after viewing the site, said that landscaping is completed on one side of each street in the development.


Councilman Bunch moved that the request be denied. Seconded by Councilman Malich. Attorney Graves asked if the planning commission had seen this and made a recommendation. Councilman Ekberg said it was his intent that the planning commission see it. Motion carried.

EXHIBIT "H"

200307301783 3 PGS
07-30-2003 04:25pm \$21.00
PIERCE COUNTY, WASHINGTON

WHEN RECORDED RETURN TO
ETC REAL ESTATE INVESTMENTS, LLC
4227 BURNHAM DR.
GIG HARBOR, WASHINGTON 98332

JUL 30 2003
CHICAGO TITLE

 CHICAGO TITLE INSURANCE COMPANY 4296290
4286977

STATUTORY WARRANTY DEED

Dated: JULY 25, 2003

THE GRANTOR
THE CITY OF GIG HARBOR, A MUNICIPAL CORPORATION

for and in consideration of
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to
ETC REAL ESTATE INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

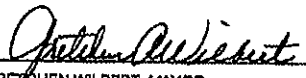
the following described real estate situated in the County of PIERCE State of Washington:
Tax Account Number(s): 022108-2-017, -094

ABBREVIATED LEGAL: NE1/4, NW1/4, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2, E.W.M.

COMPLETE LEGAL IS ON PAGE 2.

SEE ATTACHED DESCRIPTION

CITY OF GIG HARBOR


GRETCHEN WILBERT, MAYOR

SWD/RDA/089

4011988 1 PG
07-30-2003 03:57pm RCAROVA
EXCISE COLLECTED: \$0.00
PAT MCCARTHY, AUDITOR
PIERCE COUNTY, WASHINGTON

AFF. FEE: \$2.00

21-

CHICAGO TITLE INSURANCE COMPANY

Escrow No.: 4286977

EXHIBIT A

Title No.: 4286290

PARCEL A:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, THENCE EAST 135 FEET; THENCE SOUTH 00°56' WEST 170 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 150.27 FEET; THENCE SOUTH 0°56' WEST 130 FEET; THENCE WEST 150.47 FEET; THENCE NORTH 0°56' EAST 130 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 55 FEET OF THE WEST 25 FEET OF THE EAST 67 FEET THEREOF.

ALSO EXCEPT ROADS.

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

PARCEL B:

THE SOUTH 55 FEET OF THE WEST 25 FEET OF THE EAST 67 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, THENCE EAST 135 FEET; THENCE SOUTH 00°56' WEST 170 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 150.27 FEET; THENCE SOUTH 0°56' WEST 130 FEET; THENCE WEST 150.47 FEET; THENCE NORTH 0°56' EAST 130 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ROADS.

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

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ENCROACHMENTS, MAINTENANCE PROVISIONS, NOTES AND DEDICATIONS, AND OTHER MATTERS AS CONTAINED IN PIERCE COUNTY SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200301285004.

SUBJECT TO TERMS AND CONDITIONS OF INSTRUMENT RECORDED REGARDING REQUEST FOR BOUNDARY LINE ADJUSTMENT, RECORDED JULY 1, 2003 UNDER AUDITOR'S FILE NO. 200307010137.

STATE OF WASHINGTON
COUNTY OF PIERCE

SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GRETCHEN WILBERT IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS MAYOR OF THE CITY OF GIG HARBOR TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: July 25, 2003

NOTARY SIGNATURE

PRINTED NAME: Bruce E. Judson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Steilacoom
MY APPOINTMENT EXPIRES 11-05-06

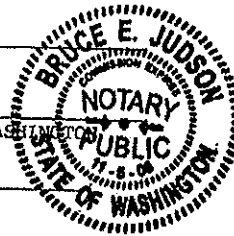
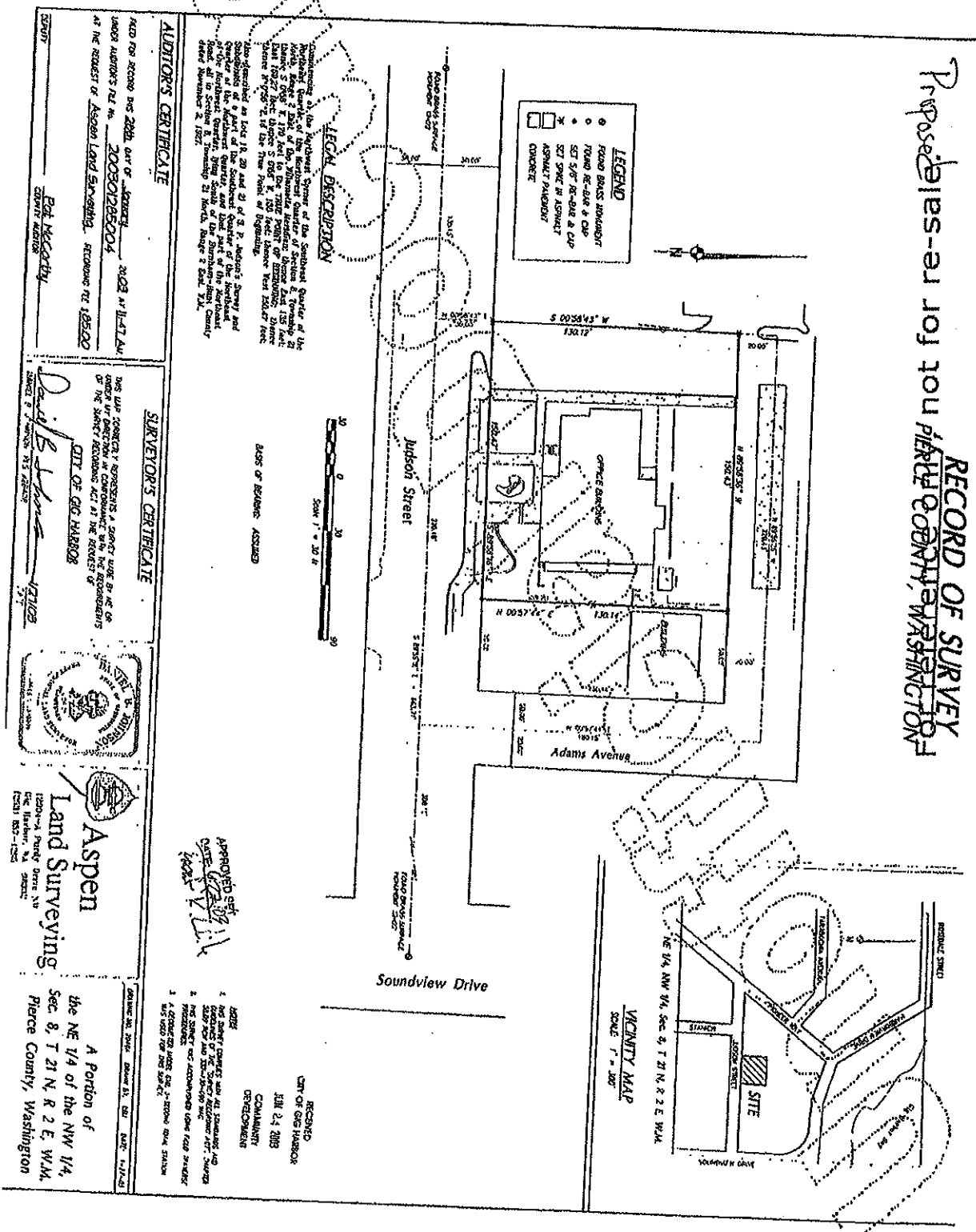


EXHIBIT "I"

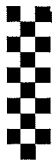
PLAT

RECORD OF SURVEY
Proposed easement for utility company, Washington



Aspen
Land Surveying

A Portion of
the NE 1/4 of the NW 1/4,
Sec. 8, T 21 N, R 2 E, W 1/4,
Pierce County, Washington



Morton McGoldrick

A PROFESSIONAL SERVICE CORPORATION
ATTORNEYS AT LAW

820 "A" Street, Suite 600
P.O. Box 1533

Tacoma, Washington 98401

Phone: 253.627.8131

Toll Free from Western WA: 888.423.4083

Facsimile: 253.272.4338

Firm E-mail: bvmm@bvmm.com

Web Site: www.bvmm.com

Christopher E. Allen
Marc H. Cochran*
Robert E. Critchfield*

James V. Handmacher
Mark E. Holcomb
David McGoldrick

James H. Morton
Kathleen E. Pierce
Jonete W. Rehrke

Charles F. Schmit, Jr.
*LL.M. (Taxation)

Kenneth Fielding
(of Counsel)

March 22, 2010

TO: Molly Towslee

Fax No. 253-851-8563

COMPANY:

RE: Thurston Lane
Our Client No. 12898.01

FROM: David McGoldrick

TELEPHONE: (253) 627-8131

FACSIMILE: (253) 272-4338

Total number of pages including this cover letter: 12

COMMENTS: Letter and Exhibits for today's hearing

The information contained in this facsimile communication is privileged and/or confidential information intended only for the use of the individual or entity named above. If the reader of this cover page is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication or the information contained in this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return this facsimile to us at the above address via the US Postal Service. Thank you.

IF YOU ARE HAVING ANY DIFFICULTY RECEIVING THIS TRANSMISSION, PLEASE CALL (253) 627-8131 AND ASK FOR MAXINE D. NOFSINGER.

This document is being transmitted via IntelliFAX 1270.

Morton McGoldrick

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Kenneth Fielding
(of Counsel)

SENDER'S E-MAIL ADDRESS: keplerce@bvmm.com

March 22, 2010

Mayor Chuck Hunter
Council Members
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

Re: Thurston Lane, Gig Harbor, Washington

Dear Mr. Mayor and Council Members:

Please be advised that I represent Marvic Real Property LLC and I am writing on behalf of the other property owners and tenants on Harborview Avenue who are vitally affected by the attempt to convert Thurston Lane, which has been a public street for decades, into a private driveway.

There is no question that the property sold by the City to ETC Real Estate Investments LLC (hereinafter referred to as "ETC") was described on a metes and bounds basis and includes the property used for decades as a public street and known as Thurston Lane. The issue, however, is whether or not the sold property was encumbered by this public road.

Alleged Breach of Warranty in Purchase and Sale agreement: In its Purchase and Sale Agreement with ETC, the City warranted that the property was free and clear of all encumbrances "except for the Permitted Exceptions" (as described in Section 10.3) (See Paragraph 9.1 of the Purchase and Sale Agreement). Among the "Permitted Exceptions" as described in Section 10.3 are "Codes, Ordinances and Statutes".

Gig Harbor Ordinance 10.20.010, which was enacted in 1979 as Ordinance 306 (see Exhibit "1") states in part as follows:

"Whereas, the Town of Gig Harbor's Engineer has studied the vehicle traffic patterns on Thurston Lane and Adams Street; and

Whereas, said study revealed it to be in the best interest of health, safety, welfare and general morals of the citizens of the Town of Gig Harbor to declare Thurston Lane and Adams Street to be one way streets; and

Mayor Hunter
March 22, 2010
Page 2

Now, therefore, it is ordained as follows:

Thurston Lane shall be a one way street between Judson Street and Adam Street and vehicles shall only transit Thurston Lane in the direction of Adam Street from Judson Street."

In short, in having recognized and declared Thurston Lane is to be a public street, the City is not in breach of its representations because it excluded City ordinances from its warranties in the Purchase and Sale Agreement.

Alleged Oral Representations at Time of Sale: In his prior testimony, Mr. Doug Clark represented to the City that he was assured by the City Council, or its representatives, that at the time he purchased the property that he could build over Thurston Lane to the property line. However, there was no such assurances in the Purchase and Sale Agreement which specifically states as follows:

"Entire Agreement: This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect."

Indemnification: Next, ETC points to the indemnification provisions of the Purchase and Sale Agreement (see Paragraphs 13.1 and 13.2). These provisions, however, only indemnify against any "material claims, loss, liability or expense, including reasonable attorney's fees" arising out of "the breach of any representation, warranty, covenant or agreement of seller contained in this agreement".

Assuming that there was such a breach of warranty (which is denied above), ETC has not suffered any "material loss". But for the existence of Thurston Lane, ETC's primary tenant, Frontier Bank, would not have been able to serve its drive-up teller nor would the clients and customers of the Bank and the Curves Women Fitness Center be able to use the angle parking on Adams Street which is a one way street which is accessed only through Thurston Lane ETC's response to this is that Thurston Lane is now a private driveway, as painted on the asphalt roadway. In effect, ETC, by declaring Thurston Lane to be a private driveway rather than a public road, is claiming the right to make Adam Street, which is only accessible through Thurston Lane, into ETC's own private parking lot for its tenants and guests.

ETC then points to David Subchaer's letter on December 2, 2009, (see Exhibit 2) in which Mr. Subchaer declares that Thurston Lane is actually "private road and is not a public road". This statement of December 2, 2009, was made six years after ETC purchased the property and could not have been relied upon in ETC's purchase. Further, no City employee has authority to declare a public road to be a private driveway. Further, none of my clients who were

Mayor Hunter
March 22, 2010
Page 3

vitally affected by this Declaration were ever notified, prior to Mr. Subchaer's announcement of the City's position or were involved in the process of the City reaching its conclusion. Nor did they receive a copy of Mr. Stubchaer's letter.

Mr. Subchaer's letter to ETC cannot stand for, among other things, the position of the City's own attorney is that Thurston Lane is, in fact, a public street.

Tax Assessor's Map: The Declaration of Gary Allan submitted by ETC's attorney claims that Thurston Lane "is not recognized as a public road by the Pierce County Assessor, neither by map nor by the associated parcel tax area.

This is not true. I am attaching Pierce County Tax Parcel Map for ETC's property (Tax Parcel No. 0221082231) which specifically mentions Thurston Lane. (See Exhibit "3"). While the eastern boundary line of Thurston Lane is not specifically identified, the faint line which describes the mid line of all public roads in the area includes a mid line running through what is described on the Assessor's Map as "Thurston Lane".

Common Law Dedicated Streets: Mr. Allen, who is ETC's surveyor, further declares that Thurston Lane does not appear to be established by any other public record. Sometimes surveyor's and lawyers get so enamored with the written word that they cannot see what is actually on the ground. When ETC bought this property, what would it have seen?

1. A roadway, Thurston Lane, which forms the only access to Adams Street, a one way street recognized by ETC as a public street;
2. A roadway on which the public is constantly driving down to Adams Street and beyond;
3. A roadway which garbage and supply trucks and employees of a building occupied by Spiro's Restaurant and others on Harborview regularly use;
4. A roadway necessary to access the City's fire hydrant; and
5. A roadway paved and maintained by the City.

Most public streets are formally dedicated streets. However, some roads simply become public streets through years of open and public use. Thurston Lane is such a street. These streets are known as "**common law dedicated public streets**", or as the City attorney describes, "**impliedly dedicated streets**". A more thorough description of common law dedicated street is set forth in my letter to City Council and the Mayor, dated December 15, 2009, which is attached hereto and marked Exhibit "4".

Mayor Hunter
March 22, 2010
Page 4

ETC's Property Taxes: ETC claims that it has been damaged because it has been paying property taxes on property which the City now claims to be a public street.

Again, this is not true. I have attached Pierce County Assessor's worksheet on ETC's property shown as Exhibit "5". ETC's property is assessed not on its land size, building costs or other real estate values. According to the commercial property assessment section of the Pierce County Assessor's office, its value is based on the **income approach** to assessment which is based upon the square footage of the building and not the land. (See the highlighted section of the Assessor's worksheet on which the income approach to valuation is highlighted and circled.) In short, ETC has not been paying taxes on Thurston Lane.

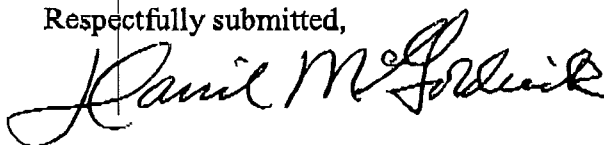
Marking the Road as Private: Lastly, ETC claims that it has made an otherwise public street, Thurston Lane, private by so marking the roadway. To date, however, the public use of this driveway has remained largely unfettered. Marking the driveway "private" but not preventing its use by the public accomplishes nothing for ETC but makes the City's Declaration that this is a public street all the more important.

The City is Involved: Lastly, Mr. Subchaer's letter is wrong on its second point. Thurston Lane is not only a public street, but this matter is not just between the property owners but deeply involves the City of Gig Harbor.

This is a matter of protecting the public's long standing right of access to buildings on Harborview, to the City's accessing its fire hydrant and to the public access to its other streets as recognized since the 1979 Gig Harbor Ordinance. My clients proposed development of its property, which otherwise has been largely approved by the Planning Department, has languished for months because of the Fire Marshall's concern regarding access to its fire hydrant. There is nothing wrong or improper for the Council to again publically confirm that Thurston Lane is a public street when faced by the actions of a private property owner who seeks to deny access to a public street.

If the City failed to keep Thurston Lane public when it sold its property to ETC (but denied herein), it is not the property owners' obligation to "bail" the City out. If this matter goes to Court, it appears that the City will be a necessary party no matter who brings the action. It is our hope, should this occur, that the City will be on the side of maintaining public and open access to its fire hydrant and necessary access to property owners in the area, to permit the development of property affected in the area and to provide greater public access and parking to its core business district.

Respectfully submitted,



David McGoldrick, Attorney



ORDINANCE NO. 306

ORDINANCE DECLARING THURSTON LANE AND
ADAMS STREET AS ONE-WAY STREETS

WHEREAS, the Town of Gig Harbor Engineer has studied vehicle traffic patterns on Thurston Lane and Adams Street; and

WHEREAS, said study revealed it to be in the best interests of health, safety, welfare and general morals of the citizens of the Town of Gig Harbor to declare Thurston Lane and Adams Street to be one-way streets; and

WHEREAS, the Town Engineer recommended to the Town Council of the Town of Gig Harbor that Thurston Lane and Adams Street be declared one-way streets; and

WHEREAS, the Town Council of the Town of Gig Harbor concurs in said recommendations of the Town Engineer;

NOW, THEREFORE, be it ordained as follows:

Thurston Lane shall be a one-way street between Judson Street and Adams Street and vehicles shall only transit Thurston Lane in the direction of Adams Street from Judson Street.

Adams Street shall be a one-way street between Thurston Lane and Gilich Street and vehicles shall only transit Adams Street in the direction of Gilich Street from Thurston Lane.

Any person violating any provision of this ordinance shall be guilty of a misdemeanor.

PASSED at a regular meeting of the Town Council held on the _____ day of _____, 1979.

Ruth Bogue, Mayor

ATTEST:

Donald J. Avery, Town Clerk



Old Business - 1
Page 42 of 53

EXHIBIT " 2 "

PUBLIC WORKS DEPARTMENT

December 2, 2009

GAZABAT JEAN L
PO BOX 464
GIG HARBOR, WA 98335-0464

Re: Potential closure of Thurston Lane

Dear Property/Business Owner;

You are being sent this letter because your property or business in downtown Gig Harbor may be affected by the status of Thurston Lane between Adams St. and Judson St. Thurston Lane is actually private property; it is not a public road. Emergency vehicle access via Thurston Lane is required to be maintained as long as the drive-through automated teller machine (ATM) for Timberland Bank remains active, but Thurston Lane could be closed if the ATM was removed.

Many of your buildings are serviced by the Fire Department and other emergency services via Thurston Lane. The potential closure of Thurston Lane may prevent access by emergency service vehicles, and possibly prevent future deliveries to the backs of certain properties by delivery trucks.

The city considers this a private land issue, but is willing to help facilitate a meeting between neighboring property owners in order to look for possible solutions to address this issue.

If you would like to meet with your neighboring property and business owners to discuss this issue, the city has reserved a meeting room at the City Civic Center located at 3510 Grandview St., Gig Harbor on December 16 from 8 am to 9:30 am.

Sincerely,

David Stubchaer
Public Works Director

Encls: Thurston Lane Area Vicinity Map

Morton McGoldrick

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ATTORNEYS AT LAW

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James H. Morton
Kathleen E. Pierce
Jonete W. Rehmke

Charles F. Schmit, Jr.
*LL.M. (Taxation)

Kenneth Fielding
(of Counsel)

SENDER'S E-MAIL ADDRESS: kepierce@bvmm.com

EXHIBIT " 4

December 15, 2009

**CERTIFIED MAIL-RETURN
RECEIPT REQUESTED**

Mayor Chuck Hunter
Council Members
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

Re: Thurston Lane, Gig Harbor, Washington

Dear Mr. Mayor and Council Members:

We represent the owners of real property located in downtown Gig Harbor along Adams Street (Pierce County Parcel Nos. 0221082072, 2115000110 and 2115000120). Our client's property abuts to the North of Adams Street (a one way street which heads East). Adams Street is connected to Gilich Street on the East and Thurston Lane on the West. The issue is whether Thurston Lane is a public right-of-way. Our client's plans to develop its property has been blocked because the property owner of 3105 Judson Street (Pierce County Tax Parcel No. 0221082331) who purchased this property from the City of Gig Harbor, contends that Thurston Lane is a private driveway which serves only his property. As such, the City is denied access to its fire hydrant at the West end of Adams Street, thus blocking our client's planned development and denying fire protection services and access to other property owners in the area.

Keeping Thurston Lane open as access to the fire hydrant is an important public safety issue for the residents nearby. If Thurston Lane is not recognized as a public street, Adams Street becomes the private parking lot for the owner of the property at 3105 Judson Street (Pierce County Tax Parcel No. 0221082331).

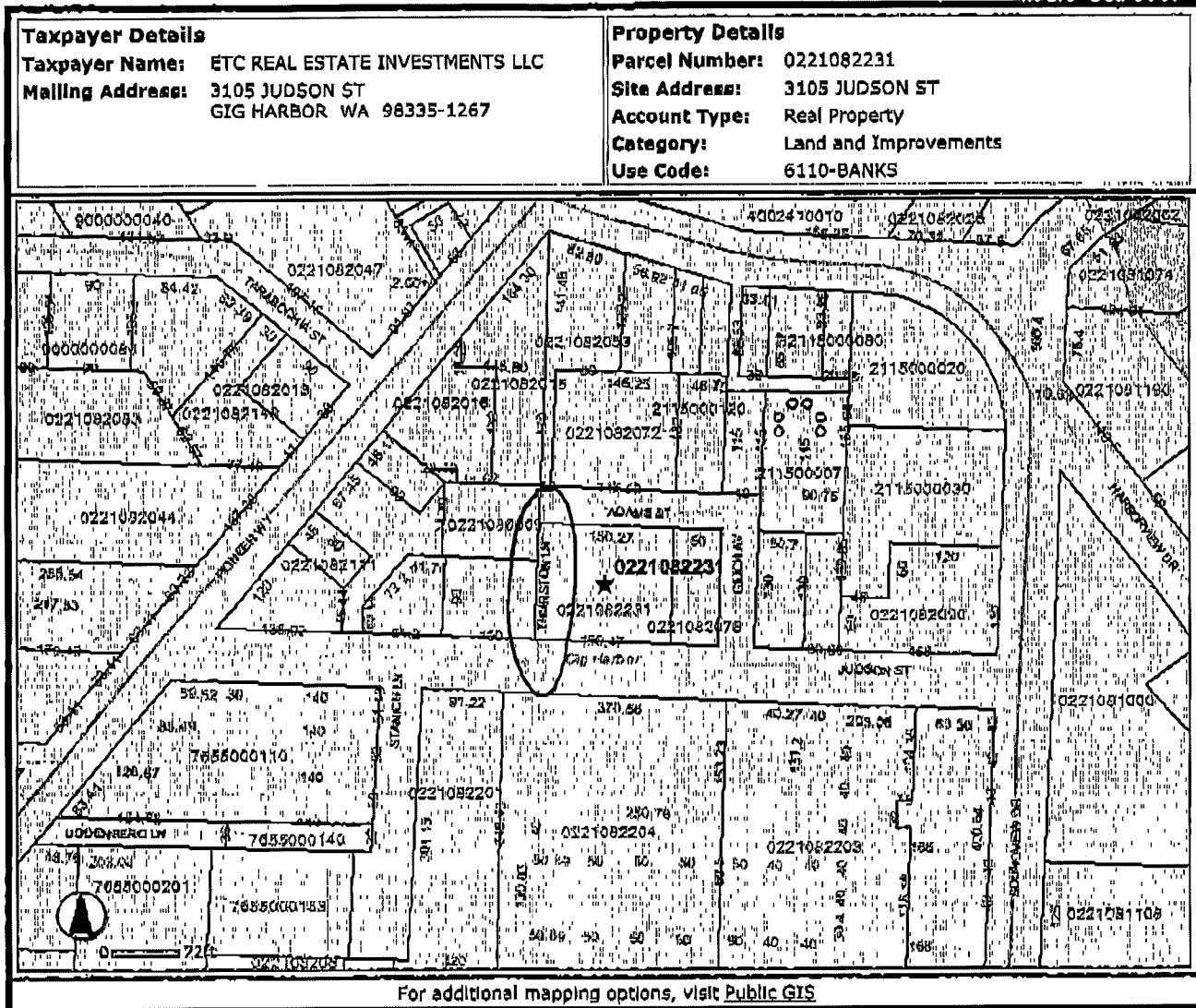
As a result of the plans to develop their property, our client has learned that when the City sold the parcel of property located at 3105 Judson Street (Parcel No. 0221082231) to ETC Real Estate Investments, LLC, it failed to expressly reserved Thurston Lane as a public road and to preserve the public access to its own fire hydrant, although the City's Deed to ETC Real Estate contained a reservations of "all roads".

Pierce County Assessor-Treasurer ePIP

EXHIBIT " 3 "

Parcel Map for 0221082231

03/19/2010 04:07 PM



I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any 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.*

"Our office works for you, the taxpayer"

Pierce County Assessor-Treasurer
Dale Washam
 2401 South 35th St Room 142
 Tacoma, Washington 98409
 (253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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Mayor Hunter
December 15, 2009
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Recently, both the City and the new owner of the property have taken the position that Thurston Lane is not a public street, but rather a private driveway. In fact, the new owner has painted on the pavement the words "Private Driveway". It is our position, however, that Thurston Lane has always been and continues to be a public right-of-way under the common law doctrine of implied dedication. The elements of an implied common-law dedication are (1) an unequivocal act by the owner of the property establishing his intention to dedicate, and (2) reliance on the act by the public, indicating a public acceptance thereof. The distinction between a statutory dedication and a common-law dedication is that the former proceeds from a grant whilst the latter operates by way of an estoppel in pais. There is not particular form or ceremony necessary in the dedication of land to a public use. An implied common-law dedication arises from some act or course of conduct from which the law will imply an intention, on the part of the owner of the property, to dedicate it to the public use.

In the case of Thurston Lane, there was clearly an intention by the City of Gig Harbor to dedicate the area for public use. The area was paved and City signs directed its use as the only proper access to Adams Street. It is shown on the assessor's map as a street. The street has been used by the public at large as a right-of-way for more than 50 years and it has served as the only access to a critical fire hydrant for surrounding buildings and as necessary access to the back of a building fronting on Harbor View, since the operation of the old Gig Harbor Hotel. Use is not required for any specific period of time, however, since it is not a matter of prescription, but one of an acceptance of the grant. Further, limitations affecting the application of the doctrine of prescriptive easements against public entities, such as the City of Gig Harbor, do not apply.

A dedication and acceptance may be implied from general and long-continued use by the public as of right. Making repairs and improvements, the installation of the fire hydrant, and inviting the public to travel on the road way, may be considered as evidence of the adoption of the street by a municipality, and it may be thereby stopped to deny that the way is a public one and under its control. Here the City of Gig Harbor placed a directional sign that specifically invited and directed the public to travel on Thurston Lane as the only proper access to Adams Street. Perhaps the strongest evidence of the City's dedication of Thurston Way as a public right-of-way is its maintaining Adams as a one way street which would be inaccessible, but for public access through Thurston Lane. The City of Gig Harbor has designated parking along Adams Street in a fashion to maximize the number of parking stalls and to restrict travel to one direction with access only along Thurston Lane. Further, we have reason to believe that the City of Gig Harbor has historically maintained Thurston Lane.

Although the current owner of the property at 3105 Judson Street, across which Thurston Lane runs, might claim that the lack of a recorded easement renders him a bona fide purchaser without notice of the public encumbrance, the existence of this road for such a long period of time and its obvious historic use by the public place him adequately on notice of its existence. The dedication of the public street can be inferred from the condition of the property and where it so appears, the purchaser is put on notice and cannot defeat the right of the public therein, should such right in fact exist, regardless of the state of the record titled or of the recitals in the deed.

Mayor Hunter
December 15, 2009
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The property over which the roadway exists does not appear to be able to be developed by the owner beyond its present use as a driveway in that access to the fire hydrant is necessary to provide fire suppressant to its property and there are several height restrictions affecting the property. The continued use by the public would have little to no adverse affect upon the owner's use of the property.

We request that the City of Gig Harbor take action to ensure that Thurston Lane be preserved as a public right of way providing access to Adams Street and to the fire hydrant located on it.

We request that the City initiate an action in the alternative to either declare Thurston Lane to be a public right-of-way or, if failing that, to exercise its power of eminent domain to condemn the right-of-way for the purpose of protecting street access and necessary access to its fire hydrant.

In failing to do so, the City, in effect, is vacating Adams Street as there will no longer be access to it along Thurston Lane. A vacation would vest title to the center of Adams Street in the adjoining property owners. If there was no implied vacation, alternative access to Adams would have to be made available by Gilich Street. However, in order for Adams to be accessible, it would have to be change to be a two-way dead end street and significant parking would be eliminated.

We urge the City of Gig Harbor to maintain the status quo and protect the existing right of way, created by virtue of the common law doctrine of implied dedication or, if necessary, exercise its right of eminent domain. This will allow Adams to remain a one way street and allow all property owners in the vicinity to have access to the fire hydrant on Thurston Lane.

Thank you for your consideration of this issue. May we receive your response within the next two (2) weeks?

Very truly yours,

David McGoldrick

DM/mn

cc: Angela Belbeck, City Attorney.
David Stubchaer, Public Works Director
Client

EXHIBIT " 5 "

RealWare

File View Edit Records Reports Help

Print Setup
Print Preview
Print...

Account # 0221082231

Local B: MH F. 500 Type Area: 075 Account Type: 302 Land EA: 2008-07 Parcel Parcel ID: 0221082017 Tax Yr: 2010

Summary | Land | Legal | Administrative Summary | Adjustment Details | Photos and Sketches | View History

Ownership: 1 of 1 | Property Info / Business

ETC REAL ESTATE INVESTMENTS LLC | TIMBERLAND BANK

Approach: Contingent

Value Area: PZ
Approach: Income
Basin Area: PZ
Bldgs: 1 Inq Only
Acct Mgr: Peter / BP

Address: 7105 JUDSON ST
City: FLD HARBOR
Zip: 08335

Neighborhood Information:
Prop Type: Mbl
Bld Ad: 7105 JUDSON ST

Property Sales History

Trans No	Doc ID	Adj Sale Price	Lock	Confirm Unit	Valid Thru	Doc Type	Grantor
1							

Bldg Type: 010
Floorby: 1
% Contn: 100
% Fee: 1
Eas: 1
Market: 1
Income: 1
Hnd: 1
Rd: 1
Occ: 1
% Adj: 1

Bldg	Yr	Rem	Bas	Ch	Ex	CP	SW	TH	RA	MH	WA	ML	MW	U	Type	Rate	Units
1	1970	2004	Bank				4214								Asph	Canopies WD 212	7000
															Asph	Asphalt (AVI) 7000	
															Asph	Gov Entry (Rd) 270	

Land: \$495,581
Cost: \$1,039,909
Market: [Blank]
Income: [Blank]
Associated: [Blank]

Mailing Street Address: [Blank]

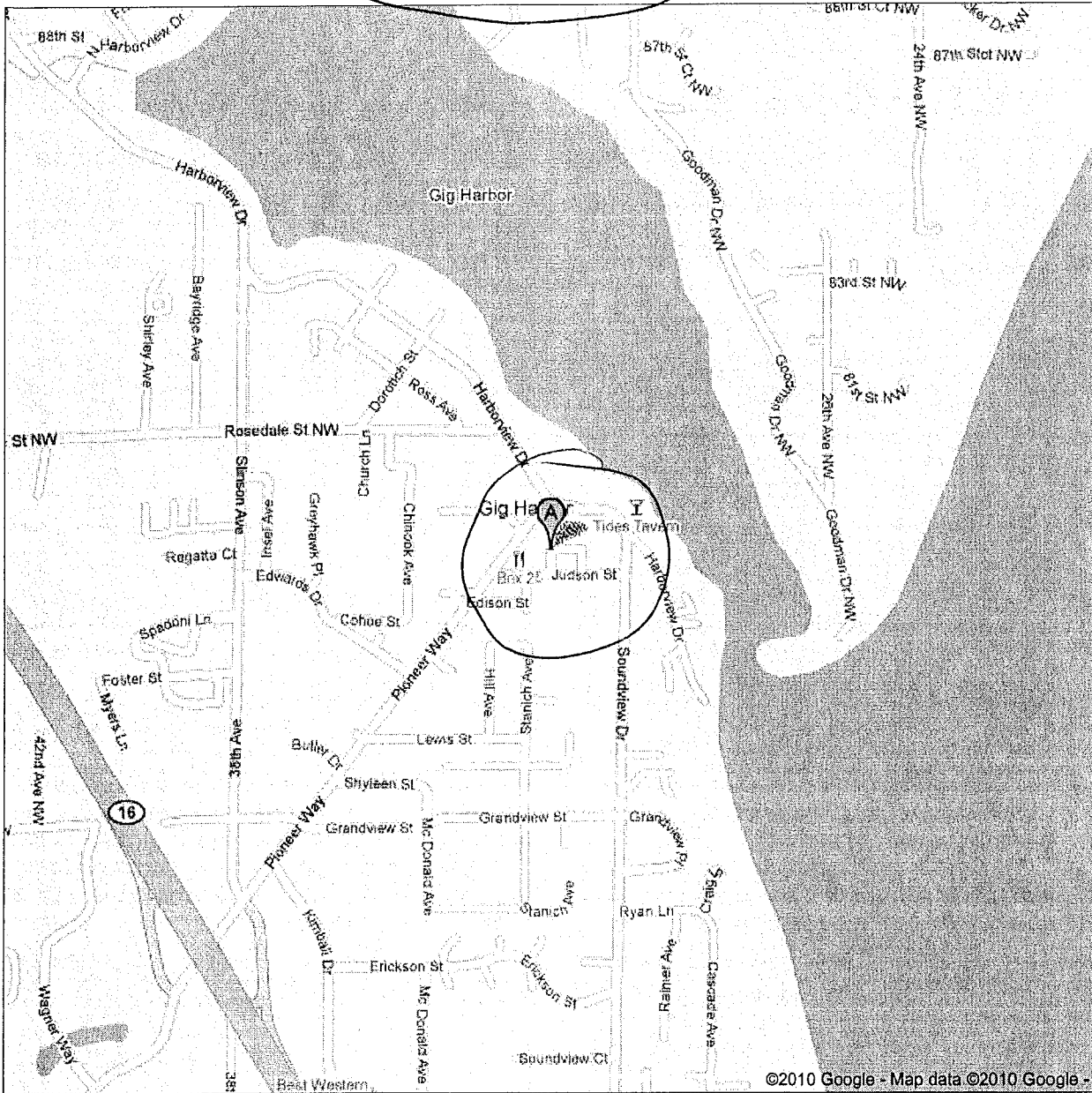
start

Google maps

Address Thurston Ln
Gig Harbor, WA 98335

Get Google Maps on your phone

Text the word "GMAPS" to 466453



©2010 Google - Map data ©2010 Google -



Subject: Second Reading of Ordinance
Revising Grease Interceptor Ordinance
No. 1107 to Reflect Uniform Plumbing Code
Update

Proposed Council Action: Recommend
approval of the ordinance as presented
at this second reading

Dept. Origin: Public Works
Prepared by: Darrell Winans
Supervisor, WWTP
For Agenda of: March 22, 2010
Exhibits: Ordinance

Initial & Date

Concurred by Mayor:
Approved by City Administrator: PJK 3/16
Approved as to form by City Atty: ok by e-mail
Approved by Finance Director: DR 3/16
Approved by Department Head: DW 3/16

Expenditure		Amount	Appropriation
Required	0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

Attached for your consideration is a second reading of an ordinance updating the City's Grease Interceptor Ordinance No. 1107 rules, regulations and Uniform Plumbing Code changes by amending Gig Harbor Municipal Code Sections 13.28.020, 13.28.170, and 13.28.270, and amending Chapter 13.30 of the Gig Harbor Municipal Code. The objective was to work with the City Building Officials to merge plumbing code and interceptor installation, operations and maintenance standards to be consistent with City of Gig Harbor Municipal Code, and to assist the public in streamlining the grease interceptor permitting process.

The purpose of this ordinance is for the regulation of the installation, maintenance, generation and disposal of grease interceptor waste for the protection of the Public Owned Treatment Works (POTW) and to reduce the operational and maintenance costs of the POTW by preventing the accumulation of grease within the collection system and additional treatment at the POTW. This ordinance shall apply to all users of the POTW in the City of Gig Harbor and to users outside the City by contract or agreement with the City.

Revised from the first reading was:

Section 13.30.020 DD. and Section 13.30.113 A3: Strike the word “pollutants” and insert “waste” to be consistent throughout the document.

Section 13.30.070: Changed “8 DFUs” to “9 DFUs” in Table 10-3 to be consistent throughout the document.

Section 13.30.111 A.2.: First sentence shall read: “At any time if an inspection finds the interceptor (GGI/HGI) having solids occupying 25% or more of the interceptors liquid capacity, immediate steps shall be taken by the grease generator to pump out and clean the interceptor.” This statement should have been moved from Paragraph C. of this section.

FISCAL CONSIDERATION

Grease Interceptor plan review fees will be collected at time of submittals and any fines for non-compliance shall be collected per Chapter 12.17 GHMC.

BOARD OR COMMITTEE RECOMMENDATION

Presented to Operations and Public Projects Committee on November 24, 2009.

RECOMMENDATION / MOTION

Move to: Recommend the City Council approve the ordinance as presented at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON; RELATING TO DISCHARGES INTO THE CITY'S SEWER SYSTEM PUBLIC OWNED TREATMENT WORKS, UPDATING THE GIG HARBOR MUNICIPAL CODE TO REFLECT CHANGES TO THE UNIFORM PLUMBING CODE; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.020, 13.28.170, AND 13.28.270, AND AMENDING CHAPTER 13.30 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY.

WHEREAS, the increased demand on the City's Public Owned Treatment Works (POTW) necessitated implementing more stringent rules and regulations on waste dischargers; and

WHEREAS, under Ordinance No. 1107 the City established requirements for retrofitting of treatment devices in existing development and installation in new development in order to significantly reduce the amount of fats, oils and grease entering the POTW to protect public health, safety and the environment; and

WHEREAS, the City desires to update the requirements established in Ordinance No. 1107 to be consistent with the currently adopted Uniform Plumbing Code, _____ version; and

WHEREAS, for the consistency with current management responsibilities at the City, the City desires to designate the WWTP Supervisor as the official with authority to administer, implement and enforce the provisions of Chapter 13.28 and 13.30 of the Gig Harbor Municipal Code; and

WHEREAS, the City's SEPA Responsible Official issued a decision exempting this Ordinance from SEPA review under WAC 197-11-800(19) on May 1, 2007; and

WHEREAS, the City Council had a first reading of this ordinance on March 8, 2010; and

WHEREAS, the City Council had a second reading of this ordinance on March 22, 2010; Now, Therefore,

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

Section 1. Section 13.28.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.020 Definitions. Unless the content specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

* * *

~~M. "Sewage" means a combination of water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm waters as may be present.~~

* * *

Section 2. Section 13.28.170 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.170 Prohibited Discharges.

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described ~~waters~~ substances to any public sewer:

~~A. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit;~~

~~B. Any water or waste which may contain more than 100 parts per million, by weight or fat, oil or grease;~~

~~A. C. Any gasoline, benzene naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;~~

~~B. D. Any garbage that has not been properly shredded;~~

~~C. E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers, lift stations or other interference with the proper operation of the sewage-works Wastewater Treatment Plant;~~

~~D. F. Any waters or wastes having a pH lower than 5-5 6.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage-works Wastewater Treatment Plant;~~

E. G. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard in the receiving waters of the sewage Wastewater Treatment Plant;

F. H. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage Wastewater Treatment Plant;

G. I. Any noxious or malodorous gas or substance capable of creating a public nuisance.

H. Any discharge that is inconsistent with GHMC Section 13.30.060.

Section 3. Section 13.28.270 is hereby amended to read as follows:

13.28.270 Violation – Penalty. Any person, firm, or corporation which violates the provisions of this chapter shall incur a cumulative civil penalty in the amount of \$50.00 per day from the date set for correction thereof, pursuant to Chapter 15.18 GHMC, until the violation is corrected. This chapter 13.28 shall be enforced according to the procedures set forth in chapter 12.17 GHMC. The person authorized to enforce this chapter pursuant to chapter 12.17 GHMC is the WWTP Supervisor or his/her designee.

Section 4. Chapter 13.30 is hereby amended to read as follows:

**CHAPTER 13.30 GRAVITY GREASE INTERCEPTOR (GGI)/TRAP
HYDROMECHANICAL GREASE INTERCEPTOR (HGI) RULES AND REGULATIONS**

Section 13.30.010: Purpose, Policy and Administration

Section 13.30.020: Definitions

Section 13.30.030: Specialized Definitions

Section 13.30.040: Applicability

Section 13.30.050: ~~Date Required~~ Requirements for Compliance

Section 13.30.060: Discharge Criteria

Section 13.30.070: ~~Requirements for Grease Trap/Interceptors~~ Gravity Grease Interceptors (GGIs)/Hydromechanical Grease Interceptors (HGIs)

Section 13.30.080: Gravity Grease Interceptor (GGI) Construction

Section 13.30.090: Service/Inspection Ports and Inspection Ports

Section 13.30.110: ~~Grease Traps~~ Hydromechanical Grease Interceptors (HGIs)

Section 13.30.111: Interceptor Pumping and Cleaning (GGI/HGI)

Section 13.30.112: Operational Permit Requirements

Section 13.30.113: Required Reporting

Section 13.30.114: Gravity Grease Interceptors (GGIs)/Hydromechanical Grease Interceptors (HGIs)Treatment Products

Section 13.30.115: Mobile Treatment Processes

- Section 13.30.116: Facility Closure**
- Section 13.30.117: Monitoring, Inspection and Entry**
- Section 13.30.118: Confidentiality and Proprietary Information**
- Section 13.30.119: Suspension of Service**
- Section 13.30.120: Fees**
- Section 13.30.200: Violations and Penalties**
- Section 13.30.210: Remedies Not Exclusive**

Section 13.30.010. Purpose, Policy and Administration.

A. Purpose. The purpose of this Chapter is the regulation of the installation, maintenance, generation and disposal of grease-interceptor/trap GGI/HGI waste for the protection of the Public Owned Treatment Works (POTW) and the environment.

B. Policy. The objective of this Chapter is to reduce the operational and maintenance costs of the POTW by preventing the accumulation of grease within the collection system and additional treatment at the POTW Wastewater Treatment Plant. This ordinance shall apply to all users of the POTW in the City of Gig Harbor and to users outside the City who, by contract or agreement with the City, are users of the City's POTW.

C. Administration. Except as otherwise provided herein, the Public Works Operations Director-WWTP Supervisor ("Operations Director" Supervisor") or his/her designee shall administer, implement, and enforce the provisions of the Chapter.

Section 13.30.020. Definitions. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

A. "Adequately-sized GGI" shall mean an interceptor that does not allow a discharge of Oil and Grease in excess at no time allows discharge of fats, oils and grease (FOG) in excess of 100 milligrams per liter (mg/l) concentrations, solids or otherwise has not been found by the Operations Director Supervisor to be contributing grease in quantities sufficient to cause POTW line stoppages or necessitate increased maintenance on the POTW.

B. "Adequately-sized grease-trap HGI" shall mean an interceptor that at no time trap that does not allows a discharge of fats, oil and grease (FOG) in excess of 100 milligrams per liter (mg/l) concentrations, solids or otherwise has not been found by the Director Supervisor to be contributing grease in quantities sufficient to cause POTW line stoppages or necessitate increased maintenance on the POTW.

C. "Administrative Authority" shall be the City Director of Operations WWTP Supervisor.

D. "Approved" shall mean accepted as satisfactory under the terms of this chapter and given formal and official sanction by the Administrative Authority.

E. ~~E.~~ “Beverage/Coffee Stand” means a facility that serves primarily coffee, tea, juices and other nonalcoholic beverages.

F. ~~E.~~ “Biological pretreatment service” shall mean the application of any additive or enzyme or the use of any other biological means to digest waste in an interceptor that discharges into a public sewer system within the city.

G. ~~F.~~ “Lawful Discharge” shall mean the introduction of waste into a POTW.

H. ~~G.~~ “Disposal” shall mean the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid or semi-solid ~~grease-interceptor/trap~~ GGI/HGI waste, ~~grit interceptor waste~~, and/or sewage into or on any land or water so that such waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

I. ~~H.~~ “Disposal facility” shall mean a facility at which liquid waste, including but not limited to, ~~grease-interceptor/trap~~ GGI/HGI waste, ~~grit-interceptor-waste~~, and sewage is received, processed, or treated in a manner compliant with all applicable Federal, State, and local regulations.

J. ~~I.~~ “Disposal facility operator” shall mean an individual who is authorized to accept or reject liquid waste at a disposal facility, and who is authorized to sign a trip ticket, regardless of actual title.

K. ~~J.~~ “Disposal site” shall mean a permitted site or part of a site at which ~~grease interceptor/trap~~ GGI/HGI waste, ~~grit-interceptor-waste~~, or seepage is processed, treated and/or intentionally placed into or on any land in a manner compliant with all applicable Federal, State, and local regulations, and at which site said waste will remain after closure.

L. “Drainage Fixture Units (DFUs)/Fixture Units” shall mean a quantity in terms of which the load-producing effects on the plumbing system of different kinds of plumbing fixtures are expressed as referenced in UPC per Table 7-3 of this chapter.

M. ~~K.~~ “Emulsifiers” and/or “De-emulsifiers” shall mean any substance or substances which, when added or placed into a ~~grease-trap~~ GGI or ~~grease-interceptor~~ HGI system, will form an oily substance to a milky fluid in which the fat globules are in a very finely divided state and are held in suspension, ~~giving it the semblance of a solution; as the homogenization of milk emulsifies the fat with the whey forming a smooth milk product~~ allowing it to be released into the POTW.

N. ~~L.~~ “Existing facility” shall mean any building, structure, facility, or installation from which there is or may be a discharge of ~~pollutants~~ waste, the construction of which started before the adoption of this Chapter.

O. ~~M.~~ “Fats” shall mean substances that are primarily fatty acid esters of the alcohol glycerol, also called acylglycerols, neutral fats, natural fats, or glycerides. They are the major components of deposit, or storage, of fats in plant and animal cells,

especially in the adipose (or fat) cells of vertebrates. This term may include any synthesized substance of a like nature.

P. N "Food courts" shall mean areas predominantly found in shopping centers or amusement parks and festivals where several food preparation service establishments having different owners may be sharing seating space and/or plumbing facilities.

Q. O "Food service establishment" shall mean any facility that cuts, cooks, bakes, prepares or serves food, ~~or~~ which disposes of food-related wastes and/or which has a local, State, and/or Federal food service permit.

R. P "Garbage grinder" shall mean any device, which shreds or grinds up solid or semisolid food waste materials into smaller portions for discharge into the POTW.

S. Q. "Generator" shall mean a facility business/owner that causes, creates, generates, stores, or otherwise produces waste from on-site process operations, whether domestically or commercially generated, or as a byproduct of some domestic or non-domestic activity. The generator is responsible for assuring that the produced waste is disposed of in accordance with all Federal, State and local disposal regulations.

I. R. "Grease" shall mean fats, waxes, free fatty acids, calcium and magnesium soaps, mineral oils and certain other non-fatty material from animal or vegetable sources, or from hydrocarbons of petroleum origins, commonly found in wastewater from food preparation and food service. Grease may originate from, but not be limited to, discharges from scullery sinks, pot and pan sinks, dishwashing machines, soup kettles and floor drains located in areas where grease-containing materials may exist.

U. S. "~~Grease Interceptor~~" or "~~Interceptor~~" "Gravity Grease Interceptor (GGI)" shall mean a water-tight receptacle utilized by commercial or industrial generators of liquid waste to intercept, collect, and restrict, the passage of grease and food particles into the POTW to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. *See also*, definition of "Adequately-sized Gravity Grease Interceptor."

V. "Gravity Grease Interceptor (GGI)" Shall mean a water tight receptacle receiving and retaining waste containing fats, oils and grease from food service establishments. In all cases shall be located outside place of business or any structure. Minimum size shall be 750 gallons. Additional sizing criteria set forth in this chapter and the current adopted plumbing code.

~~V. T.~~ "~~Grease Trap~~" or "~~Trap~~" "~~Hydromechanical Grease Interceptor~~" "~~HGI~~" shall mean a water-tight or mechanical receptacle utilized by commercial generators of liquid waste to intercept, collect, and restrict, the passage of grease and food particles into the POTW to which the receptacle is directly or indirectly connected, and to separate and

~~retain grease and food particles from the wastewater discharged by a facility. See also, definition of "Adequately-sized Grease Trap Hydromechanical Grease Interceptor."~~

W. ~~"Hydromechanical Grease Interceptor (HGI)" Shall mean a water tight receptacle receiving and retaining waste containing fats, oils and grease from food service establishments. The HGI is generally located inside a business or structure. Sizing criteria is set forth in this chapter and the current adopted plumbing code.~~

~~W. U. Grease Interceptor/trap waste "Gravity Grease Interceptor (GGI)/Hydromechanical Grease Interceptor (HGI) waste" shall mean any grease, food particles, or organic or inorganic solid or semisolid waste collected and intercepted by a grease interceptor (GGI/HGI), usually in layers of floatable, suspended, and settleable substances, which are ultimately removed from a grease interceptor (GGI/HGI) for proper disposal. All layers must be removed for disposal.~~

~~V. "Grit Interceptor" shall mean a channel or tank that has capacity to allow liquid to slow down and let grit settle out and remain until removed by mechanical means.~~

X. ~~W. "Incompatible wastes" shall mean wastes that have different processing, storage or disposal requirements, or whose mixture would inhibit the proper disposal or treatment of each type of waste, or wastes that if mixed may cause a dangerous chemical or physical reaction, including, but not limited to, grease interceptor GGI waste and grit interceptor HGI waste, grease interceptor waste and septic tank waste, seepage and hazardous waste, or any combination or combinations thereof.~~

Y. ~~X. "Inspection port" shall mean openings, with easily opened covers designed to allow inspectors quick access to each compartment of the grease interceptor, and the effluent from the grease interceptor. A monitoring port is an inspection port large enough to allow temporary installation of monitoring devices such as samplers, strip recorders, flow meters, or other such measuring and/or monitoring devices.~~

Z. ~~Y. "Inspector" shall mean the Supervisor of the POTW and person or persons designated and under the instruction and supervision of the Supervisor and/or Director of Operations, who is are assigned to investigate compliance and detect violations of this chapter.~~

AA. ~~"Interceptor" may mean GGI or HGI depending on its use.~~

BB. ~~Z. "Living quarters" shall mean a facility, or an area of a facility, where a person or family has a distinct living area, which includes individual kitchen and bath facilities, utilized solely by that single person or family.~~

CC. ~~AA. "Manager" shall mean the person, regardless of actual title, immediately on-site at a location conducting, supervising, managing, or representing the activities of a generator, a transporter or a disposer.~~

DD. ~~CC.~~ "New facility" shall mean:

1. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants waste, the construction of which commenced after the adoption of this ordinance, provided that:

a. The building, structure, facility, or installation as constructed, remodeled or modified is located on a site at which no other source is located; or

b. The building, structure, facility, or installation as constructed, remodeled or modified totally replaces the process or production equipment that causes the discharge of pollutants waste at an existing course; or

c. The production processes or wastewater generating processes of the building, structure, facility or installation as constructed, remodeled or modified are substantially independent of an existing source at the same site. In determining whether these are substantially independent factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

d. Refer to Section 13.30.040(C) for exemptions.

EE. ~~DD.~~ "NPDES" shall mean National Pollutant Discharge Elimination System as administered by the Washington State Department of Ecology.

FF. ~~EE.~~ "Oil and grease" shall mean any material, but particularly biological lipids and mineral hydrocarbons, recovered as a substance soluble in an organic extracting solvent using an appropriate analytical method approved under 40 CFR 136. It also includes other material extracted by the solvent from an acidified sample and not volatilized during the extraction procedure.

GG. ~~FF.~~ "Permittee" shall mean a person issued a permit under this article, including any agent, servant, or employee of the permittee.

HH. ~~GG.~~ "POTW" shall mean Public Owned Treatment Works, which shall include all collection, transmission and treatment facilities.

II. ~~HH.~~ "Reasonable hours" shall mean any time during which a facility is open for business to the public. It shall also include those times when a facility is closed to the public when a manager, employees, and/or contractors are present at the facility and involved in cleanup or food preparation, or any other business activity.

JJ. ~~II.~~ "Seepage" defined as liquid that is allowed to ingress or egress from a tank or piping under existing natural pressures through cracks or imperfections.

KK. ~~JJ.~~ "Sewage" shall mean the liquid and water-carried domestic or industrial wastes from dwellings, commercial establishments, industrial facilities and institutions, whether treated or untreated. The terms "waste" and "wastewater" shall be deemed as sewage by definition.

LL. ~~KK.~~ "Shall not" shall prohibit.

MM. ~~LL.~~ "Spill" shall mean the unpermitted, incidental or intentional loss or unauthorized discharge of grease interceptor (GGI/HGI) waste, ~~grit interceptor waste~~, seepage, any other liquid waste, a chemical (hazardous or non-hazardous), or any other material that has the potential to contaminate any surface or ground water or in any other manner such that the waste is not legally disposed.

NN. ~~MM.~~ "Shopping center" shall mean a group of ~~architecturally unified~~ commercial establishments built on a site that is planned, developed, owned, and managed as an operation unit for sale or lease, with on-site parking in definite relationship to the types and sizes of stores at the site.

OO. ~~NN.~~ "Strip Mall" shall mean a line of stores fronted by uniform parking spaces or a small common parking lot. For the purposes of this Chapter, Strip Malls and Shopping Centers are considered to be the same.

PP. ~~OO.~~ "Transporter" shall mean a hauler who transfers waste from the site of a generator to an approved site for disposal or treatment. The transporter is responsible for assuring that all Federal, State and local regulations are followed regarding waste transport.

QQ. ~~PP.~~ "Trip ticket" shall mean the written, multi-part form used as documentation and required to be in the possession of the generator, transporter, and disposer to document the generation, receipt, transportation, and disposal of ~~grit interceptor waste~~, grease interceptor (GGI/HGI) waste, seepage, and other liquid wastes enabling legal and proper disposal of hauled ~~grit interceptor waste~~, ~~grease interceptor/trap~~ GGI/HGI waste, and seepage at a permitted or registered disposal site, and specifying the identity of the generator, transporter, and disposal facility operator of liquid wastes and the volume of ~~grit interceptor waste~~, grease interceptor (GGI/HGI) waste, seepage, and other liquid wastes disposed.

RR. ~~QQ.~~ "Waste" shall mean the liquid and water-carried domestic or industrial wastes from dwellings, commercial establishments, industrial facilities and institutions, whether treated or untreated. The terms "sewage" and "wastewater" shall be deemed as waste by definition.

SS. "WWTP" shall mean the Wastewater Treatment Plant

TT. "WWTP Supervisor" shall mean the Supervisor of the POTW which includes, but is not limited to, the Wastewater Treatment Plant and collection system.

Section 13.30.040. Applicability.

A. Discharge of waste. Waste, which contains fats, oil and grease, shall be discharged into the POTW system only as set forth in this Chapter. The following facilities shall discharge all waste from sinks, dishwashers, drains, and any other fixtures through which grease may be discharged, into an adequately-sized, properly maintained and functioning grease-interceptor/trap Gravity Grease Interceptor (GGI)/Hydromechanical Grease Interceptor (HGI) before the discharge enters the POTW, as well as grease interceptor (GGI/HGI) effluent inspection port. (Note: dishwasher not allowed on HGI.)

1. Every commercial food preparation and food service facility, including but not limited to bakeries, boardinghouses, butcher shops, cafes, clubhouses, beverage/coffee shops stands with four or more fixtures, commercial kitchens, correction facilities (prisons), delicatessens, fat rendering plants, ice cream parlors, hospitals, churches, caterers, meat packing plants, restaurants, schools, slaughter houses, soap factories, and similar facilities, especially where meat, poultry, seafood (excludes fresh fish), dairy products or fried foods are prepared or served.

2. All shopping centers that have food processing facilities.

3. All food courts.

4. All other facilities discharging grease in amounts that, according to this Chapter, will, alone or in concert with other substances from the discharges of other facilities in the opinion of the City, have a reasonable chance to impede or stop the flow in the POTW or require additional treatment.

B. Grease Interceptors (GGIs/HGIs) Required. ~~All new areas of intensified dwelling businesses~~, including, but not limited to; assisted living facilities, convalescent homes, day nursing and childcare facilities, sanitariums, hotels, maternity homes, motels in which there is a commercial food preparation service, nursing homes, retirement homes, in which food preparation occurs as defined in Section 13.30.040 (A) above.

C. Exemptions.

1. Modifications to existing facilities that do not add new buildings or new grease generating activities are exempt from this requirement.

2. Adult family homes and family day care facilities ~~are exempt~~.

3. Facilities with 4 or less drainage fixture units (DFU's).

D. Grease Interceptors (GGIs/HGIs) Not Required. Interceptors (GGIs/HGIs) shall not be required for single-family residences, duplexes, triplexes, quadplexes, or apartment complexes, unless the City first determines there are discharges from the

property that will create problems in the POTW. The determination shall be made based upon an investigation of the property, and a comparison of the content and amount of discharge from the property with the discharges of other properties similar in size and use. Upon a determination that the discharges will create problems in the POTW, the Supervisor of the POTW may require the installation of an adequately sized grease interceptor (GGI/HGI) to treat the discharges.

E. Review to Determine Applicability. All Building and Plumbing applications shall be reviewed with the submission of the City's "Grease Trap/Interceptor Installation Guidelines" applicant's plumbing plan to determine the need for an interceptor (GGI/HGI) ~~or trap.~~

Section 13.30.050. Date Required for Compliance

A. ~~Within 18 months~~ After the effective date of the ordinance adopting this Chapter 13.30 GHMC, an existing facility (excepting those existing facilities described in section 13.30.040 above as not requiring a grease interceptor (GGI/HGI)) shall be required to install an approved, adequately-sized, and properly operated and maintained grease interceptor (GGI/HGI) when any of the following conditions exist:

1. The existing facility is found by the Supervisor of the POTW to be discharging grease in quantities in excess of 100mg/L fats, oils and grease.

2. The existing facility is remodeling the food preparation or kitchen waste plumbing facilities in such a manner to be subject to a building/plumbing permit issued by the Building and Fire Safety ~~Division~~ Department.

3. The existing facility has an interceptor/~~trap~~ (GGI/HGI) which allows a discharge of fats, oil or grease in excess of 100 mg/l.

B. The owner of existing facilities equipped with an undersized grease interceptor (GGI/HGI) as verified from data collected by the POTW Supervisor verifying interceptor (GGI/HGI) inability to treat discharge flows shall, within ~~48~~ 12 months ~~after the effective date of the ordinance adopting this Chapter.~~ install an adequately-sized grease interceptor (GGI/HGI) in accordance with the requirements of this Chapter.

C. Existing facilities that have no or inadequate means of grease treatment shall be required by this Chapter to install an adequately sized grease interceptor within ~~48~~ 12 months of the ~~effective date of the ordinance adopting this Chapter~~ identification of such facility by the Supervisor.

D. New facilities required by this Chapter to maintain a grease interceptor (GGI/HGI) shall install such a unit prior to commencement of discharge to the POTW.

E. Any requests for extensions to installation dates must be made in writing to the ~~Director of Operations~~ Supervisor, at least ~~thirty (30)~~ one hundred and eighty (180) days in advance of the compliance date. The written request shall include the reasons for the grease generator's failure or inability to comply with the compliance date set

forth, the additional time needed to complete the remaining work, and the steps to be taken to avoid future delays. The ~~Director of Operations~~ Supervisor shall determine the date for compliance.

Section 13.30.060. Discharge Criteria.

In addition to the prohibitions outlined in Chapter 13.28.170 of the Gig Harbor Municipal Code, the following prohibitions shall apply.

A. Where oil and grease are a byproduct of food preparation and/or cleanup, reasonable efforts shall be made to separate waste oil and grease into a separate container for proper disposal. Except as contained in byproducts of food preparation and/or clean up, waste oil and grease shall not be discharged to any drains or grease interceptors (GGIs/HGIs). Such waste shall be placed in a container designed to hold such waste and either utilized by industry or disposed of at suitable locations.

B. None of the following agents shall be placed directly into an ~~grease interceptor/trap~~ interceptor, or into any drain that leads to the interceptor:

1. Emulsifiers, de-emulsifiers, surface active agents, enzymes, degreasers, or any type of product that will liquefy grease interceptor wastes,
2. Any substance that may cause excessive foaming in the POTW or;
3. Any substance capable of passing the solid or semi-solid contents of the ~~grease interceptor/trap~~ to the POTW.

C. The influent to interceptors (GGIs/HGIs) shall not exceed 140 degrees Fahrenheit (140 F). The temperature at the influent inspection port shall be considered equivalent to the temperature of the influent.

D. Toilets, urinals, and other similar fixtures shall not discharge through a grease interceptor.

E. All waste shall only enter the grease ~~interceptor/trap~~ through the inlet pipe.

F. Where food-waste grinders are installed, the waste from those units shall discharge directly into the building drainage system without passing through a grease interceptor. ~~Living quarters, as defined in this chapter, are exempted from this requirement.~~

G. Discharge of Oil and Grease in excess of 100 milligrams per liter (mg/l) concentrations are not allowed downstream of GGI/HGI.

H. The Uniform Plumbing Code Section ~~4015.0~~ 1014.1.3 additionally prohibits the discharge from "dishwashers" into any ~~grease trap~~ HGI are prohibited unless specifically required or permitted by the Authority Having Jurisdiction.

I. Cleaning of any equipment used in a Food Service Establishment shall be performed using Best Management Practices (BMP's). At no time shall waste from any equipment maintenance be allowed to enter into the storm drain system. If equipment is cleaned utilizing Food Establishment drains, flow must not exceed rated design flow of the interceptor. No chemical shall be allowed that will emulsify or alter the grease to allow it to pass through the interceptor. If hot water is used it shall not exceed 140 degrees at the inlet of the interceptor.

Section 13.30.070. Requirements for Gravity Grease Interceptors (GGIs)/Traps Hydromechanical Grease Interceptors (HGIs)

A. All commercial and industrial facilities dealing with fats, oils and grease (FOG) shall, at the permittees' expense and as required by the Director of Operations Supervisor.

1. Provide an adequately-sized grease interceptor/trap (GGI/HGI). Requirements for grease interceptor/trap (GGI/HGI) sizing and the design criteria are set forth in this section.

a. Zero to four DFUs are exempt.

b. Five through eight DFUs must provide adequately-sized and approved HGI.

c. Nine or more DFUs must install adequately-sized and approved GGI.

2. Locate the interceptor/trap (GGI/HGI) in a manner that provides ready and easy accessibility for cleaning and inspection.

3. Unless otherwise specified by the Director of Operations Supervisor, service the interceptor every 120 days, traps Supervisor, service will be performed on an individual basis as specified in each individual operational permit. Hydromechanical Grease Interceptors (HGIs) require weekly maintenance or at a frequency as determined by the Director of Operations Supervisor. Maintain backup copies of trip tickets and a service log, on the premises of the facility, for at least three (3) years.

4. Reports must be available to the Director of Operations Supervisor, as defined in Section 13.30.113 GHMC.

5. Allow inspection of the facility and of records by inspectors during reasonable hours.

6. ~~C.~~ If the Director of Operations Supervisor determines that there is a need for installation or upgrading of sample ports or grease interceptors

(GGIs/HGIs) on an existing facility, he/she shall direct the generator to install necessary improvements to bring existing facility into compliance.

B. Requirements for ~~Grease Interceptor/Trap~~ Gravity Grease Interceptor/Hydronechanical Grease Interceptor Sizing and Design Criteria

1. Size, type, and location of ~~grease interceptor/traps~~ GGIs/HGIs shall be in accordance with the manufacturers' instructions, the requirements of City of Gig Harbor Municipal Code and/or Public Works Standards, and Uniform Plumbing Code.

~~a.~~ a. All grease bearing waste streams ~~should~~ shall be routed through an ~~appropriate~~ approved grease interceptor, including: three-compartment sinks, pot/pan sinks, soup kettles, hand-washing sinks, dishwashers, mop sinks and floor drains.

2. Applicability: These requirements are applicable to all commercial food service establishments, including those that are undergoing the following:

- a. New construction
- b. Interior remodeling to accommodate expansion or operational modifications
- c. Changes of ownership/occupancy or use.
- d. Facilities which may be experiencing difficulty in achieving compliance with maintenance and/or wastewater discharge limitations.

3. Sizing Requirements:

a. Sizing methods described herein are intended as guidance in determining ~~grease interceptor/trap~~ GGI/HGI sizes that will ~~may~~ afford the POTW a minimum degree of protection against grease and other obstructing materials. Sizing determinations are based on operational data provided by business owners or their contractors. In approving a generators plumbing or ~~grease interceptor/trap~~ GGI/HGI design, the City does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under this Chapter. It is the responsibility of the generator and/or contractors to insure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations.

~~Note: The following sizing criteria for grease traps are to be used only in the case of an existing establishment with no physical capability of installing a grease interceptor. All new facilities will be required to install a~~

grease interceptor according to the sizing criteria in the interceptor sizing guidelines within section 13.30.070 B. 5.

b. Tables in formulas found in Section 3. d. and 4. below shall be used to determine adequate grease trap Gravity Grease Interceptor/Hydromechanical Grease Interceptor (GGI/HGI) sizing.

c. ~~In the circumstance of "single service kitchens" with no food preparation (heat/serve only), and which use only paper service items, a minimum 50 gallon per minute (gpm) flow rated, or 100 pound grease retention, mechanical grease trap may be used. The trap must be readily accessible for cleaning and maintenance.~~

d. ~~Recommended Ratings for commercial Grease Traps~~

Type of fixture	Rate of flow in gpm	Grease retention capacity rating, in pounds	Recommended maximum capacity of fixture connected to trap, in gallons
Restaurant kitchen sink	15	30	37.5
Single compartment scullery sink	20	40	50.0
Double compartment scullery sink	25	50	62.52
Single compartment sinks	25	50	62.52
Double compartment sinks	35	70	87.5
Dishwasher for restaurants: *Dishwashers shall not be connected to Grease Trap			

4. Grease Trap Gravity Grease Interceptor (GGI)/Hydromechanical Grease Interceptor (HGI) Sizing Tables in Formulas:

It is the responsibility of the generator/owner and his/her contractors to ensure that the wastewater discharged from their facility is in compliance with the City's discharge limitations. For the purpose of plans review, a general assessment of grease trap GGI/ HGI design and size will be performed using the following tables in formulas. (These formulas have been demonstrated as

industry standards capable of achieving the City's discharge criteria when systems are maintained in proper conditions.)

Method 1: Uniform Plumbing Code

**TABLE 10-2
Grease Traps**

Total Number of Fixtures Connected	Required Rate of Flow per Minute, Gallons	Grease Retention Capacity, Pounds
1	20	40
2	25	50
3	35	70
4	50	100

**TABLE 10-2
Grease Traps (Metric)**

Total Number of Fixtures Connected	Required Rate of Flow per Minute, Liters	Grease Retention Capacity, kg
1	76	18
2	95	22
3	132	31
4	189	45

Inch	mm
1-1/4	32
1-1/2	40
2	50
2-1/2	65
3	80

TABLE 7-3
Drainage Fixture Unit Values (DFU)

Plumbing Appliance, Appurtenance, or Fixture	Min. Size Trap & Trap Arm ⁷	Private	Public	Assembly ⁸
Bathtub or Combination Bath/Shower	1-1/2"	2.0	2.0	
Bidet.....	1-1/4"	1.0		
Bidet	1-1/2"	2.0		
Clothes Washer, domestic, standpipe ⁵	2"	3.0	3.0	3.0
Dental Unit, cuspidor.....	1-1/4"		1.0	1.0
Dishwasher, domestic, with independent drain ²	1-1/2"	2.0	2.0	2.0
Drinking Fountain or Water Cooler	1-1/4"	0.5	0.5	1.0
Food-Waste-Grinder, commercial	2"		3.0	3.0
Floor Drain, emergency	2"		0.0	0.0
Floor Drain (for additional sizes see Section 702)	2"	2.0	2.0	2.0
Shower, single-head trap	2"	2.0	2.0	2.0
Multi-head, each additional	2"	1.0	1.0	1.0
Lavatory, single	1-1/4"	1.0	1.0	1.0
Lavatory, in sets of two or three	1-1/2"	2.0	2.0	2.0
Washfountain	1-1/2"		2.0	2.0
Washfountain	2"		3.0	3.0
Mobile Home, trap	3"	12.0		
Receptor, indirect waste ^{1,3}	1-1/2"			See footnote ^{1,3}
Receptor, indirect waste ^{1,4}	2"			See footnote ^{1,4}
Receptor, indirect waste ¹	3"			See footnote ¹
Sinks				
Bar	1-1/2"	1.0		
Bar ²	1-1/2"		2.0	2.0
Clinical	3"		6.0	6.0
Commercial with food waste ²	1-1/2"		3.0	3.0
Special Purpose ²	1-1/2"	2.0	3.0	3.0
Special Purpose	2"	3.0	4.0	4.0
Special Purpose	3"		6.0	6.0
Kitchen, domestic ²	1-1/2"	2.0	2.0	
(with or without food-waste grinder and/or dishwasher)				
Laundry ²	1-1/2"	2.0	2.0	2.0
(with or without discharge from a clothes washer)				
Service or Mop Basin	2"		3.0	3.0
Service or Mop Basin	3"		3.0	3.0
Service, flushing rim	3"		6.0	6.0
Wash, each set of faucets			2.0	2.0
Urinal, integral trap 1.0 GPF ²	2"	2.0	2.0	2.0
Urinal, integral trap greater than 1.0 GPF	2"	2.0	2.0	2.0
Urinal, exposed trap ²	1-1/2"	2.0	2.0	2.0
Water Closet, 1.6 GPF Gravity Tank ⁶	3"	3.0	4.0	6.0
Water Closet, 1.6 GPF Flushometer Tank ⁶	3"	3.0	4.0	6.0
Water Closet, 1.6 GPF Flushometer Valve ⁶	3"	3.0	4.0	6.0
Water Closet, greater than 1.6 GPF Gravity Tank ⁶	3"	4.0	6.0	8.0
Water Closet, greater than 1.6 GPF Flushometer Valve ⁶	3"	4.0	6.0	8.0

¹ Indirect waste receptors shall be sized based on the total drainage capacity of the fixtures that drain therein to, in accordance with Table 7-4.

² Provide a two (2) inch (51 mm) minimum drain.

³ For refrigerators, coffee urns, water stations, and similar low demands.

⁴ For commercial sinks, dishwashers, and similar moderate or heavy demands.

⁵ Buildings having a clothes-washing area with clothes washers in a battery of three (3) or more clothes washers shall be rated at six (6) fixture units each for purposes of sizing common horizontal and vertical drainage piping.

⁶ Water closets shall be computed as six (6) fixture units when determining septic tank sizes based on Appendix K of this code.

⁷ Trap sizes shall not be increased to the point where the fixture discharge may be inadequate to maintain their self-scouring properties.

⁸ Assembly [Public Use (See Table 4-1)].

Table 10-2

Hydromechanical Grease Interceptor (HGI)
Sizing Chart*

DFU	HGI Flow (gpm)
8	20
10	25
13-8 ** (Maximum Units Allowed to HGI)	35
20	50
35	75
172	100
216	150
342	200
428	250
576	350
720	500

*Based on intermittent potentially full flow in drainage lines.

**Gravity Grease Interceptor must be installed if number of DFU's exceeds 8.

TABLE 10-2

Hydromechanical Interceptor Sizing Using Gravity Flow Rates¹

<u>Size of Grease Interceptor</u>			
<u>Diameter of Grease Waste Pipe</u>	<u>Maximum Full Pipe Flow (gpm)²</u>	<u>One-Minute Drainage Period (gpm)</u>	<u>Two-Minute Drainage Period (gpm)</u>
2"	20	20	10
3"	60	75	35
4"	125	150	75
5"	230	250	125
6"	375	500	250

¹ For interceptor sizing by fixture capacity see the example below.

² ¼" (.240) slope per foot based on Manning's formula with friction factor N = .012

EXAMPLE FOR SIZING HYDROMECHANICAL INTERCEPTOR(S) USING FIXTURE CAPACITY

Step 1: Determine the flow rate from each fixture.

$$[\text{Length}] \times [\text{Width}] \times [\text{Depth}] / [231] = \text{Gallons} \times [.75 \text{ fill factor}] / [\text{Drain Period (1 min or 2 min)}]$$

Step 2: Calculate the total load from all fixtures that discharge into the interceptor.

<u>Fixtures</u>	<u>Compartments</u>	<u>Load (gallons)</u>	<u>Size of Grease Interceptor</u>	
			<u>One-Minute Drainage Period (gpm)</u>	<u>Two-Minute Drainage Period (gpm)</u>
<u>Compartment size</u>				
24" x 24" x 12"	2	44.9		
Hydrant		3		
Rated Appliance		2		
		49.9	50	25

5. Gravity Grease Interceptor: Where sizing formulas result in determination of an exterior grease interceptor (GGI) less than 750 gallons in capacity, minimum size shall be 750 gallons.

The size of a grease interceptor shall be determined by the following formula:

$$\text{Number of meals} \times \text{waste flow} \times \text{retention} \times \text{storage} = \text{Size Requirement}$$

Per Peak hour (1) — rate (2) — time (3) — factor (4) — (liquid capacity)

(1) Meals served at the Peak Hour:

The number of meals served at the peak hour is obtained by multiplying the number of seats by 60, and dividing by the estimated time it takes for a patron to eat. For new restaurants, it may be estimated to be equal to the

seating capacity. For restaurants with drive-through service, the estimated drive-through service rate at peak hour should be included. In rest homes, camp kitchens and other similar kitchens, the peak meals would be equal to the occupant load.

(2) Waste Flow Rate:

- a. With dishwashing machine _____ 6 gallon flow
- b. Without dishwashing machine _____ 5 gallon flow
- c. Single service kitchen _____ 2 gallon flow
- d. Food waste disposer _____ 1 gallon flow

(3) Retention Times:

- a. Commercial kitchen waste/dishwasher _____ 2.5 hours
- b. Single service kitchen single serving _____ 1.5 hours

(4) Storage Factors:

- a. Fully equipped commercial kitchen _____ 8 hour operation =1
- b. _____ 16 hour operation=2
- c. _____ 24 hour operation=3
- d. Single service Kitchen _____ =1.5

Table 10-3
Gravity Grease Interceptor Sizing

<u>DFUs (1, 3)</u>	<u>Interceptor Volume (2)</u>
<u>89</u>	<u>750 gallons</u>
<u>21</u>	<u>750 gallons</u>
<u>35</u>	<u>1,000 gallons</u>
<u>90</u>	<u>1,250 gallons</u>
<u>172</u>	<u>1,500 gallons</u>
<u>216</u>	<u>2,000 gallons</u>
<u>307</u>	<u>2,500 gallons</u>
<u>342</u>	<u>3,000 gallons</u>
<u>428</u>	<u>4,000 gallons</u>
<u>576</u>	<u>5,000 gallons</u>
<u>720</u>	<u>7,500 gallons</u>
<u>2112</u>	<u>10,000 gallons</u>
<u>2640</u>	<u>15,000 gallons</u>

** DFUs are calculated using Uniform Plumbing Code Table 7-3

Notes:

- (1) The maximum allowable DFUs plumbed to the kitchen drain lines that will be connected to the grease interceptor.
- (2) This size is based on: DFUs, the pipe size from this code; Table 7-5; Useful Tables for flow in half-full pipes (ref: Mohinder Nayyar Piping Handbook, 3rd Edition 1992). Based on 30-minute retention time (ref.: George Tchobanoglous and Metcalf & Eddy, Wastewater Engineering Treatment, Disposal and Reuse, 3rd Ed. 1991 & Ronald Crites and George Tchobanoglous, Small and Decentralized Wastewater Management Systems, 1998). Rounded up to nominal interceptor volume.
- (3) When the flow rate of directly connected fixture(s) or appliances(s) have no assigned DFU values, the additional grease interceptor volume shall be based on the known flow rate (gpm) multiplied by 30 minutes.

Additional information and assistance about sizing and installation can be obtained through the ~~Division of Fire and Building~~ Building and Fire Safety Department and/or the Public Works Operations/Engineering Divisions of the City of Gig Harbor.

6. Alternate Sizing Formulas/Proposals.

Facilities that propose the use of alternate sizing techniques and/or procedures that result in specifications that differ from calculated requirements (or are less than the MINIMUM 750 gallon requirement), must submit formulas and other bases to the ~~Director of Operations~~ Supervisor to support proposed grease interceptor (GGI/HGI) size/installation. Submission should also provide documentation of the generator's ability to meet effluent quality requirements. The generator's proposal must be signed by an engineer licensed in the state of Washington. The ~~Director of Operations~~ Supervisor shall make the final decision on any installation.

Notable Exceptions: Drains that receive "clear waste" only, such as from ice machines, condensate from coils and drink stations, may be plumbed to the sanitary system without passing through the grease interceptor ~~with the condition that the receiving drain is a "hub" type that is a minimum of two inches above the finished floor.~~

~~7. Construction/Installation.~~

~~All permitting, construction, and inspection activities must be completed in accordance with the Gig Harbor Municipal Code and Public Works Standards. Additionally, the following specifications must be incorporated into grease interceptor design.~~

~~a. The grease interceptor shall be constructed with a minimum of two chambers or shall have a minimum of two tanks in series. b. There must be inlet and outlet tees made of 6" schedule 40 PVC installed. The inlet T should extend down approximately one-third the depth of the interceptor from the top and the outlet tee should be located twelve inches off of the bottom of the interceptor.~~

~~c. Grease interceptors are to be installed at a minimum distance of 10 ft. from sinks and dishwashers to allow for adequate cooling of wastewater. Water temperatures must be less than 140 degrees F. prior to entering grease interceptor.~~

~~d. All grease bearing waste streams should be routed through an appropriate grease interceptor, including: three compartment sinks, pot/pan sinks, soup kettles, hand washing sinks, dishwashers, mop sinks and floor drains.~~

~~e. All exterior or recessed Grease Interceptors are to be installed with an Effluent Sampling Well, equivalent to: a. Parks Equipment Services Sample Well SWB-9; b. American Industrial Pre-Cast Products Test well; or c. Uopnor Sample well. Sample wells will have a 15" diameter access Cover and a minimum 4" drop from inlet to outlet piping through the sampling well. Mechanical Grease Traps and Interceptors that are installed above ground must be equipped with an influent flow regulator and an effluent valve assembly that allows for sample collection.~~

~~7. 8. Generator/owner Responsibilities: It is the responsibility of the generator to insure compliance with the City of Gig Harbor's discharge limitations.~~

Hazardous wastes, such as acids, bases, grease emulsifying agents strong cleaners, pesticides, herbicides, heavy metals, paint, solvents, gasoline or other hydrocarbons, shall not be disposed of where they would go through GGIs/HGIs or grit traps. If commercial dishwashers are discharged through a grease interceptor GGI, care must be taken in system design. Dishwashers use detergents and elevated water temperatures that will melt grease. If the interceptor GGI is either too small or too close to the commercial dishwasher, grease may pass through the interceptor GGI/HGI and into the collection system. Relocation and upsizing may be required to comply with City discharge requirements. (Dishwashers may not discharge through a Hydromechanical Grease Interceptor (HGI) without the Supervisor's approval as per UPC Code 1014.1.3).

Generators/owners are responsible for maintaining grease interceptors GGIs/HGIs in continuous proper working condition. Further, generators are responsible for inspecting, repairing, replacing, or installing apparatus and equipment as necessary to ensure proper operation and function of grease interceptors GGIs/HGIs and compliance with discharge limitations at all times.

Interceptors GGI/HGIs shall be maintained with a minimum frequency of every 120 days as specified in individual Operational Permit to ensure proper function. (Maintenance frequency assumes proper sizing and installation consistent with this requirement.) The interceptor GGI/HGI shall be maintained more frequently if needed to meet the city's discharge criteria. If, in cooperation with the Supervisor of the POTW, frequency of cleaning can be extended, without degradation of interceptor GGI/HGI effluent, an alternative schedule can be approved. Records of maintenance are required to be maintained on site for three (3) years. (120-day maintenance frequency assumes proper sizing and installation consistent with this requirement.)

Enzymes, solvents, and emulsifiers are not permitted, as they will only change the form of grease, allowing it to be carried out of the interceptor GGI/HGI with the wastewater and deposited in the collection system (POTW).

Biological treatment systems must be pre-approved by the Director of Operations Supervisor. These systems will not alleviate the necessity for inspection and proper maintenance

Section 13.30.080. Gravity Grease Interceptor (GGI) Construction.

A. Any generator responsible for discharges requiring a grease interceptor GGI shall, at his/her expense and as required by the City, provide plans and specifications for equipment and facilities of a design type and design capacity approved by the Public Works Operations/Engineering Division of the City of Gig Harbor. The grease interceptor GGI must be in compliance with the Gig Harbor Municipal Code and Public Works Standards, and Uniform Plumbing Code. The generator shall locate the interceptor in a manner that provides easy accessibility for cleaning, maintenance and inspection and ~~maintain the interceptor in effective operating condition~~. Representatives of the Public Works Operations/Engineering Division shall inspect and approve the interceptor during construction and upon completion before any service connections are made.

B. a. The GGI shall be constructed with a minimum of two chambers or shall have a minimum of two tanks in series. All tanks shall be coated with an approved material to maintain structural integrity externally for inflow prevention and internally to protect degradation of structure from hydrogen sulfide and/or compounds that may damage integrity (see Public Works Standards for approved coatings).

C. b. There must be inlet and outlet tees made of minimum 6" schedule 40 PVC installed. The inlet T should extend down approximately one-third the depth of the interceptor (GGI) from the top and the outlet tee should be located twelve inches off of the bottom of the interceptor.

D. B. Construction of items listed herein in accordance herewith or in accordance to the City's specifications shall not constitute a defense to unlawful discharge and shall not limit the generator's liability for any surcharge stated in this Chapter.

E. e. ~~All exterior or recessed Gravity Grease Interceptors (GGIs) are to be installed with an Effluent Sampling Well, per City Public Works Standards.~~

~~C. If the Director of Operations determines that there is a need for installation or upgrading of sample ports or grease interceptors on an existing facility, he/she shall direct the generator to install necessary improvements to bring existing facility into compliance.~~

~~C. D. Where process wastewaters are generated in only part of the facility, the process wastewaters may, at the option of the Director of Operations, discharge into a grease interceptor servicing only those areas, as long as the interceptor is of adequate capacity and is not connected to any restroom facility.~~

~~D. E. The Director of Operations may waive the requirement for a grease interceptor, provided the grease generator can verify that only domestic sewage is being discharged, with no floor drains or process water. The Director of Operations may require testing by the generator in connection with this request, with all costs for this testing being at the generator's expense.~~

Section 13.30.090. Service, Inspection and Monitoring Ports.

A. Except for grease traps HGIs, each interceptor (GGI) shall be located outside of a building or structure in an area accessible for service, and so installed and connected that it shall be at all times easily accessible for inspection, and for cleaning and removal of the intercepted waste. Inlet inspection ports, interceptor inspection ports, and effluent monitoring ports shall be in areas where vehicles may not temporarily block access to inspection. The use of ladders or the removal of bulky equipment or stored materials in order to inspect inlet flow, inspect or service interceptors, or sample interceptor effluent shall be unacceptable. Inspection ports and monitoring ports shall be located so as to allow inspectors quick and easy access to the inlet flow, each compartment of the interceptor, and the effluent from the interceptor. An interceptor shall not be installed in any part of a building where food is handled. The location of all interceptors, inspection ports, and monitoring ports shall meet the approval of the ~~Director of Operations~~ Supervisor and shall be shown on the approved building plans.

B. ~~A one-piece removable metal plate covering the entire interceptor shall be preferred as an interceptor inspection port, though at the discretion of the Director of Operations,~~ Standard manhole ports with risers may shall be installed over each divider inlet, outlet and crossover connections of in the interceptor (GGI), but in either case all parts of the interceptor (GGI) shall be easily accessible for cleaning and visual inspection. A monitoring port shall be provided for ease in sampling the treated effluent from the interceptor (GGI) ~~and shall be as close as possible to the connection with the city sewer within the bounds of the facility property.~~ The port shall be installed according to the specifications of Public Works Standards, the Director of Operations or as approved by the Supervisor. The port shall be installed and maintained at the generators expense. A generator shall properly place, monitor, and maintain the monitoring port so that wastewater samples taken from the monitoring port are representative of wastewater leaving the interceptor. It shall be unlawful for a grease generator to divert sewage around a monitoring point into the POTW.

Section 13.30.110. Grease Traps. Hydromechanical Grease Interceptors (HGIs).

A. In the event that an outside ~~grease interceptor~~ Gravity Grease Interceptor (GGI) is not practical or not required, a ~~grease trap~~ Hydromechanical Grease Interceptor (HGI) may be installed subject to the approval of the ~~Director of Operations~~ Supervisor. In addition to the regular requirements of ~~grease interceptors, grease traps~~ Gravity Grease Interceptors, Hydromechanical Grease Interceptors are subject to the

additional requirements. Refer to Note in Section 13.30.070 B.3. Facilities using five or more fixtures shall install a minimum 750 gallon grease interceptor.

B. General requirements.

~~1. The location of such interceptors shall be in as close proximity to the source of wastewater as physically possible.~~

~~2. 1. The lid shall be secured to the body and easily accessible and removable with the use of common tools. No special tools shall be needed to remove the lid. Grease traps HGI and grease interceptors must be watertight and be constructed of materials not subject to excessive corrosion or decay. 6. The trap HGI shall be coated so as to be resistant to corrosion. Refer to City of Gig Harbor Public Works Standards Chapter 5 List of Drawings for Specifications.~~

~~3. 2. Baffle systems and all other internal pieces shall be removable to facilitate cleaning and replacement, but must be in place at all other times.~~

~~4. 3. The lid shall cover the deep seal trap HGI. The deep seal trap shall be constructed so as to eliminate the possibility of sewer gas entering the kitchen area.~~

~~5. The trap HGI shall be constructed with bottom supports so that the body of the trap HGI does not corrode by coming into contact with the floor.~~

~~7. 4. Mechanical Grease Traps HGIs and Interceptors that are installed above ground must be equipped with an influent flow regulator and an effluent valve assembly that allows for sample collection.~~

C. Installation requirements.

1. The trap HGI may be set on the floor, partially recessed in the floor with top flush with the floor, or fully recessed below the floor to suit piping and structural conditions, as acceptable by the Building and Fire Safety Division Department of the City.

2. There shall be sufficient clearance for the removal of the trap HGI cover for cleaning and inspection.

~~3. Unless specifically approved by the Building and Fire Safety Division, runs of pipe exceeding 25 feet between fixture and trap shall not be permitted.~~

4. ~~3.~~ The trap HGI shall not be installed in a waste line from a garbage grinder. Any garbage grinder waste shall bypass the trap HGI.

5. ~~4.~~ A suitable flow control fitting shall be installed ahead of the trap HGI in the waste line beyond the fixture and as close as possible to the underside of the lowest fixture. When wastes of two or more sinks or fixtures,

are combined to be used by one trap HGI, a single flow control fitting shall be used.

~~6.~~ 5. Air intake for flow control ~~either~~ shall either terminate under the sink drain board as high as possible to prevent overflow, or shall terminate in a return bend at the same height and on the outside of the building. (The UPC requires devices to be readily accessible and in a visible location.)

~~7.~~ 6. To retain water and prevent siphoning, all traps HGI shall have a vented waste, sized in accordance with the UPC.

~~8.~~ 7. With the approval of the ~~Division of Fire and Building Safety Department~~, one trap HGI may be used to serve multiple fixtures if the fixtures are located close together and the trap HGI is sized to meet the combined flow of all the fixtures.

D. Maintenance requirements.

1. ~~Traps~~ Hydromechanical Grease Interceptors (HGIs) shall be serviced weekly or as needed on an individual basis. This will be determined by the amount of grease produced and a maximum measurement of no more than 3" accumulation on the top of the trap HGI or 25% of the total liquid volume is occupied by floating solids or sediment. In addition, and discharge does not exceed the 100mg/L limit. After accumulated grease and waste has been removed, the trap HGI shall be thoroughly inspected to make certain that inlet, outlet, and air relief ports are clear of obstructions.

2. Grease and other waste removed from the trap HGI shall not be introduced into any drain, sewer, or natural body of water. The waste shall be placed in proper containers for proper disposal. It shall not be mixed with "edible" grease. Grease and waste removed from a trap HGI shall not be disposed of in such a manner so as to become food for animals or humans.

3. The grease generator shall maintain adequate documentation that the trap HGI is appropriately cleaned and inspected as referenced in Section 13.30.113 Interceptor/trap Hydromechanical Grease Interceptor Maintenance Log. Grease Interceptor/Trap Hydromechanical Grease Interceptor Waste Generators shall meet all applicable federal, state and local requirements regarding the accumulation, generation, and disposal of waste.

Section 13.30.111. Interceptor Pumping and Cleaning (GGI/HGI)

A. Required Pumping Frequency

1. Unless otherwise specified by the ~~Director of Operations Supervisor~~, each interceptor (GGI/HGI) in active use shall be cleaned at least once every 120 days as specified in the individual Operational Permit. Each GGI/HGI is reviewed on a case by case basis. The frequency may increase or decrease

~~depending upon the need to prevent carry over of grease into the POTW. Unless it can be demonstrated to the Director of Operations Supervisor that the pumping frequency can be performed at greater intervals. However, the interceptor may need to be cleaned more frequently as needed to prevent carry over of grease into the POTW.~~ The Director of Operations Supervisor may specify cleaning more frequently when current pumping schedule is shown to be inadequate. Additional pumping may be required during time periods where increased loading is anticipated. Any grease generator desiring a schedule less frequent than established shall submit a request to the Director of Operations Supervisor along with testing (as required by the Director of Operations Supervisor) and copies of the cleaning records for the last four (4) interceptor (GGI/HGI) cleanings, including measurements of the thickness of the surface scum/grease layer and sediment.

2. At any time if an inspection finds the interceptor (GGI/HGI) ~~to be full~~ having solids occupying 25% or more of the interceptor's liquid capacity, immediate steps shall be taken by the grease generator to pump out and clean the interceptor. The inspector shall make an evaluation of the advisability of allowing discharge to continue, and may at his or her discretion order an immediate cessation of all discharge from the facility. In any case, the Grease Interceptor Operational Permit of the facility may be amended so as to compel more frequent pumping and cleaning of the interceptor (GGI/HGI).

B. All interceptors (GGIs/HGIs) shall be maintained by the grease generator at the grease generator's expense. If generator fails to comply with its cleaning schedule or is not adhering to the requirements of this chapter the City shall have the interceptor (GGI/HGI) cleaned and bill the generator for all cost's associated with its cleaning.

C. Requirement for Increased Pumping or Servicing.

If the Director of Operations Supervisor finds that a change in pumping or servicing of an interceptor (GGI/HGI) is necessary for an existing facility to meet the discharge limits stated in this chapter, ~~or solids occupying 25% of the interceptors (GGIs/HGIs) liquid capacity,~~ the Director of Operations Supervisor may order a change in pumping or servicing of an interceptor (GGI/HGI). If the Director of Operations Supervisor orders a change in the pumping or servicing, then the Director of Operations Supervisor shall inform the generator and owner of the new schedule and their responsibility to adhere to the new schedule.

D. Interceptor (GGI/HGI) Maintenance Log.

1. Every generator having a GGI or HGI shall maintain an Interceptor/trap Gravity Grease Interceptor/Hydronechanical Grease Interceptor Maintenance Log indicating each pumping or cleaning for the previous twelve (12) months. This log shall include the date, time, amount pumped (removed), hauler and disposal site, and shall be kept in a conspicuous location on the premises of the

facility for inspection. Food service establishments shall keep the log posted. Said log shall be made immediately available to any authorized City inspector.

2. A copy of the information required in the maintenance log must be available to the inspector at the time of inspection to be removed and become the City's record. The inspection period shall run from January 1 through December 31 of each year. Regular inspections will occur twice yearly, or as required by "Operational Permit". Repeat inspections for those interceptors (GGIs/HGIs) not meeting maintenance requirements will be done 30 days from initial inspection.

E. Cleaning Procedures

1. The owner or an employee of the facility shall supervise the interceptor (GGI/HGI) cleaning, and shall be physically present and observe the entire cleaning operation and sign the maintenance log as proof.

2. A generator shall cause the liquid waste hauler, transporter, or any other person cleaning or servicing an interceptor (GGI/HGI) to completely evacuate all contents, including grease floating materials, wastewater, and bottom sludges and solids. Skimming the surface layer of waste material and other partial cleaning of the interceptor (GGI/HGI) or use of any method that does not remove the entire contents of the collection device is prohibited. The suction Removal of the floating materials shall be done prior to removal of other contents. After complete evacuation, the walls, top, and bottom of the interceptor (GGI/HGI) shall then be thoroughly scraped cleaned and the residue removed. Upon completion of the servicing, the manager or their designee of the facility shall make an inspection of the interior of the interceptor (GGI/HGI) and then personally sign the trip ticket. In the case of an HGI, an entry on the maintenance log shall serve as the trip ticket. The manager or their designee shall make an appropriate entry in the facility Interceptor Maintenance Log, and leave a copy of the trip ticket with the log for the inspector to pick up at the next inspection. Food service establishments shall keep all trip tickets posted with their Pierce County Health Food Permit. Said trip tickets and maintenance logs shall be made immediately available to any authorized City inspector.

3. The generator shall prohibit the discharge of liquid, semi-solids, or solids back into an interceptor (GGI/HGI) during and/or after servicing. Decanting or discharging of removed waste back into the interceptor (GGI/HGI) from which the waste was removed or any other interceptor, for the purpose of reducing the volume to be disposed, is prohibited.

4. Each gravity interceptor (GGI) pumped shall be fully evacuated unless the interceptor volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the interceptor is fully evacuated within a twenty four (24) hour period following the transporter's inability to fully evacuate the interceptor.

F. Disposal of Interceptor (GGI/HGI) Waste.

All waste removed from each interceptor (GGI/HGI) shall be disposed of at a facility permitted and authorized to receive such waste in accordance with all applicable Federal, State, and local regulations. In no way shall the waste be returned to any private or public portion of the POTW, without prior written approval from the ~~Director of Operations Supervisor~~, nor may it be returned to any portion of the POTW not specifically designated by the Wastewater Collections/Treatment ~~superintendent Supervisor~~. Additionally, grease removed from an interceptor (GGI/HGI) shall not be recycled so as to become a food product or part of a food product for animal or human consumption.

G. Vacuum Truck Cleaning Service

It shall be unlawful for a grease ~~or grit~~ generator/owner to allow grease ~~or grit~~ ~~interceptor~~ waste to be removed from his/her premises by a transporter who does not have all applicable Federal, State, or local permits or registrations, including, at a minimum, a Washington State Waste Hauler's Permit and City business license.

Section 13.30.112. Grease Interceptor (GGI/HGI) Operational Permit Requirements.

A. It is unlawful for any facility to discharge effluent from a grease interceptor (GGI/HGI) without authorization from the ~~Director of Operations Supervisor~~. Authorization shall be given in the form of a "Grease Interceptor (GGI/HGI) Operational Permit."

B. No separate application is necessary for a Grease Interceptor (GGI/HGI) Operational Permit. The ~~Director of Operations Supervisor~~ shall examine the information contained in the application materials for the underlying permit, including, but not limited to the ~~Grease Trap requirements for GGI/HGI Installation Guidelines~~. If it is determined by the ~~Director of Operations Supervisor~~ that the proposed discharge is consistent with the provisions of this Chapter, and any other applicable Federal, State, or local requirement or regulation, and the permit fee is paid, a Grease Interceptor (GGI/HGI) Operational permit shall be issued allowing the facility to discharge into the POTW. Each Grease Interceptor (GGI/HGI) Operational permit shall be in effect from issue until the business stops, changes or the ~~Director of Operations Supervisor~~ declares a necessity for a change to meet discharge requirements. The terms and conditions of the permit may be subject to modification at any time during the term of the permit as limitations or requirements as identified in this chapter are modified or other just causes exist.

The permittee shall be informed of any proposed changes in the issued permit at least thirty days prior to the effective date of the change(s). Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

The permit cannot be appealed administratively.

Section 13.30.113. Required Reporting.

A. All permitted Gravity Grease Interceptor (GGI) /trap Hydromechanical Grease Interceptor (HGI) waste generators shall, at a frequency and time determined by the POTW Supervisor, but in no case less than once per year, shall make available to the POTW Supervisor:

1. Copies of all ~~manifests~~ trip tickets made by liquid waste transporters servicing their ~~grease-interceptor/trap~~ GGI/HGI during the reporting period;

2. A copy of the ~~Interceptor/trap~~ Gravity Grease Interceptor/Hydromechanical Grease Interceptor Maintenance Log;

3. Any other information required by the Grease Interceptor (GGI/HGI) Operational Permit, including analysis of the discharge to the POTW of such ~~pollutants~~ waste as the ~~Director of Operations~~ Supervisor may require. Such analysis shall be in accordance with requirements of this chapter, and Chapter 13.28 of the Gig Harbor Municipal Code

Section 13.30.114. Grease Interceptor Treatment Products.

A. Use of grease interceptor treatment products, including bacteria, designed to digest grease, is specifically prohibited.

B. Acceptance of such products for use may be considered only where a valid screening test, showing the product's ability to treat the waste and to produce an effluent in compliance with this chapter has been performed in accordance with methods outlined by the ~~Director of Operations~~ Supervisor.

C. Screening tests for such grease interceptor treatment products shall be designed by the ~~Director of Operations~~ Supervisor on a case-by-case basis.

D. The results of screening tests shall be subject to technical review by the ~~Director of Operations~~ Supervisor. All costs of screening tests shall be borne by the ~~facility~~ generator whether or not the product is accepted for use.

E. If a product is accepted for use, each facility shall obtain written permission from the ~~Director of Operations~~ Supervisor to use the product.

F. Complete descriptions of the chemical composition of all products must be disclosed to the ~~Director of Operations~~ Supervisor.

G. The ~~Director of Operations~~ Supervisor may revoke permission to use such products where the effluent from the interceptor or basin in which the product is used fails to meet the requirements of this Chapter.

Section 13.30.115. Mobile Treatment Processes.

Any person wishing to make use of a mobile treatment process or of an on-site process to clean or service grease interceptors or grit interceptors shall demonstrate the process to the satisfaction of the Director of Operations Supervisor. Included with the demonstration shall be a written explanation of the treatment process. Any costs to the City associated with the demonstration, such as, but not limited to sampling and analysis, shall be recovered. Complete descriptions of the chemical composition of all products must be disclosed to the Director of Operations Supervisor along with an MSDS sheet for said product.

Section 13.30.116. Facility Closure.

(Note: Plumbing permit required for any alterations of plumbing system.)

A. When a facility with a grease interceptor (GGI/HGI) closes for business, and is subsequently:

1. Razed or demolished, then any grease interceptor (GGI/HGI) ~~or interceptors or traps~~ shall be either:

a. Physically removed, or

b. Have all contents pumped out, a straight line plumbed from the inlet to the outlet, and the remainder of the tank filled with soil or sand.

2. Remodeled such that the grease interceptor (GGI/HGI) will not be used, then the grease interceptor or interceptors ~~or traps~~ may be left in place, however:

a. The grease interceptor (GGI/HGI) ~~or traps~~ shall have all effluent contents pumped out, the trap GGI/HGI cleaned thoroughly, and the grease interceptor ~~or traps~~ left dry and empty, and

b. Be re-plumbed as to bypass the existing grease interceptor or interceptors ~~or traps~~, either by straight through or by bypassing methods, while leaving the empty trap GGI/HGI and in place for possible future utilization by another business, or

3. Replaced with a type of business that will not utilize the grease interceptor (GGI/HGI), then that business may have any existing grease interceptor or interceptors ~~or traps~~:

a. Physically removed, or

b. Re-plumbed as to bypass the existing grease interceptor or interceptors ~~or traps~~, either by straight through or by bypassing methods, while leaving the empty trap HGI ~~and~~ in place for possible future utilization by another business, or

c. Re-plumbed with a straight line plumbed from the inlet to the outlet, and the remainder of the grease interceptor or interceptors ~~or traps~~ filled with soil or sand. In all instances, the owner of the premises shall appropriately inform the ~~Director of Operations~~ Supervisor and perform the closure at such a time so as to permit an inspector to be physically present during the removal or filling of the interceptor (GGI).

Section 13.30.117. Monitoring, Inspection and Entry.

A grease generator shall, during reasonable business hours, allow the inspectors access to all parts of the premises for purposes of inspection, sampling, records examination and copying, and the performance of additional duties. The right of access of the ~~Director of Operations~~ Supervisor shall be considered at least as extensive as the authority provided under 13.28.040 of the Gig Harbor Municipal Code.

Section 13.30.118. Confidentiality and Proprietary Information.

Information and data obtained from reports, surveys, grease interceptor (GGI/HGI) permits, and monitoring programs, and from the ~~Director of Operations~~ Supervisor inspection and sampling activities, and any other information submitted to the ~~Director of Operations~~ Supervisor pursuant to this Chapter, shall become public record at least to the extent provided by the public disclosure act, chapter 42.17 RCW.

Section 13.30.119. Suspension of Service

A. The Administrative Authority and/or City may suspend water or sewer service when such suspension is necessary, in the opinion of the Administrative Authority, in order to stop an actual or threatened discharge which:

1. Presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment;
2. Causes stoppages or excessive maintenance to be performed to prevent stoppages in the sanitary sewer collection system;
3. Causes interference to the POTW or;
4. Causes the City to violate any condition of its NPDES permit.

B. Any person notified of a suspension of the water or sewer service shall immediately stop or eliminate the discharge. In the event of a failure of the person to

comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including immediate termination of water or sewer service, to prevent or minimize damage to the POTW system or sewer connection or endangerment to any individuals. The City shall reinstate the water or sewer service when such conditions causing the suspension have passed or been eliminated. A detailed written statement submitted by the grease generator describing the cause(s) of the harmful discharge and the measure(s) taken to prevent any future occurrence shall be submitted to the City within fifteen (15) days of the date of occurrence.

C. In addition to prohibiting certain conduct by natural persons, it is the intent of this chapter to hold a corporation, association, legally responsible for prohibited conduct performed by an agent acting in behalf of a corporation or association.

Section 13.30.120 Fees. The City shall adopt fees for administration of this chapter by separate resolution.

Section 13.30.121. Violations and penalties.

A. This chapter shall be enforced according to the procedures set forth in chapter 12.17 GHMC. The person authorized to enforce this chapter pursuant to chapter 12.17 GHMC is the ~~Director of Operations~~ Supervisor or his/her designee.

B. It is unlawful for any grease generator to discharge into the POTW in any manner that is in violation of this Chapter or of any condition set forth in this ordinance. Additionally, a person commits an offense if the person causes or permits the plugging or blocking of, or otherwise interferes with or permits the interference of a grease interceptor (GGI/HGI) or the POTW, including alteration or removal of any flow constricting devices so as to cause flow to rise above the design capacity of the interceptor (GGI/HGI).

C. No person, and/or facility shall discharge grease in excess of 100 mg/l to the POTW. If such discharge occurs, the person or facility shall be considered in violation of this ordinance and subject to the remedies described herein. This includes non-permitted facilities.

~~C. Any person, operator, or owner who shall violate any provision of this ordinance, or who shall fail to comply with any provision hereof, shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine of not more than five thousand dollars (\$5,000.00) and or up to a year in jail for each violation. Each day a violation continues shall constitute a separate offense and shall be punished accordingly.~~

~~D. E.~~ A permittee is liable to the City for any expense, loss, or damage occasioned by the City for reason of appropriate cleanup and proper disposal of said waste materials.

Section 13.30.122. Remedies Not Exclusive

The remedies set forth in this Chapter are not exclusive. The City Council may authorize the City Attorney to take any legally authorized actions against a noncompliant permittee or generator, including, but not limited to, all applicable remedies enumerated in this Chapter and available under applicable law.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 22nd day of March, 2010.

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: _____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 03/03/10
PASSED BY THE CITY COUNCIL: 03/22/10
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

Subject: Public Hearing on 2010 Comprehensive Plan Amendment Docket

Proposed Council Action: Review and consider the proposed 2010 Comprehensive Plan amendments and decide which applications will be forwarded to the Planning Commission to be processed and which applications will not be processed at this time.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: March 22, 2010

Exhibits: Application materials for comprehensive plan amendments

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

PK 3/16
e-mail 3/16
N/A
3/16/10

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

The Planning Department has docketed the proposed Comprehensive Plan amendments submitted for the 2010 review cycle. The submittal deadline for the 2010 review cycle was December 18, 2009. As required by Chapter 19.09, the Planning Department has reviewed each application and has determined that each application is complete. The City Council should now hold a public hearing and make a final decision on which amendments will proceed through the annual amendment process. The Council should separate the applications as to which applications will be forwarded to the Planning Commission to be processed from those applications that will not be processed at this time.

The 2010 Comprehensive Plan amendment cycle has three applications on the docket. Two are sponsored by the City and one is from private-party applicants. The private-party application is a request to amend a land use designation. Below is a brief description of each application on the docket. The basic application materials for each amendment are attached.

- COMP-10-0001: Parks, Recreation and Open Space Element**, the proposed city-sponsored Comprehensive Plan text amendment, would insert parks, recreation and open space goals and policies into the comprehensive plan.
- COMP-10-0002: Capital Facilities Plan**, the proposed city-sponsored Comprehensive Plan text amendment would make annual updates to capital facilities plan and project lists.
- COMP-10-0013: 96th Street LLC Land Use Map Amendment**, the proposed land use map amendment, requested by Carl Halsan on behalf of the 96th Street LLC, would change

the land use designation from a Mixed Use (MU) designation to an Employment Center (EC) designation for 3 parcels (10.14 acres) located near 96th Street east of Burnham Drive.

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; and
3. For amendments that have been considered within the last three years, whether there has been a change in circumstances that makes reconsideration of the proposed amendment now appropriate. (GHMC 19.09.130)

B. Staff Recommendations. Staff believes that all amendments should be forwarded onto the Planning Commission for processing in the 2010 cycle. However, staff is recommending that one application be amended as discussed below. Staff has included a brief analysis of the amendments against the criteria in GHMC 19.09.130.

1. **COMP-10-0001: Parks, Recreation and Open Space Element.** The Parks, Recreation and Open Space Element was repealed last year because the element was out of date. In repealing the element, specific language was inserted into the reserved chapter which stated:

This chapter is reserved for the parks, recreation and open space plan. The City has removed the expired 2001 plan and is working on a replacement plan for adoption in the 2010 Comprehensive Plan Amendment Cycle.

The Park Plan update is proceeding on schedule and this amendment will use the Park Plan's executive summary, goals and policies as the Parks, Recreation and Open Space Element.

2. **COMP-10-0002: Capital Facilities Element.** Annual amendments to the capital facilities plan are necessary for the city to continue to provide infrastructure for current citizens and future growth. These must be updated on a regular basis to account for changing conditions in the City and provide concurrency for projects. This amendment includes updates to the parks, recreation and open space inventory, levels of service and project list to reflect the new Park Plan.
3. **COMP-10-0003: 96th Street LLC Land Use Map Amendment.** 96th Street LLC is requesting to change the land use designation from Mixed Use (MU) to Employment Center (EC) for three parcels totaling approximately 10.14 acres near 96th Street east of Burnham Drive and south of the Northharbor Business Campus. The EC designation is

implemented by the Employment District (ED) zone. The application includes three parcels: a vacant 8 acre parcel, a 2 acre parcel with a substation and a 0.14 acre parcel which serves as a private road and utility easement. However, only two of the parcels are owned by 96th Street LLC. The third parcel is owned by Peninsula Light and is the location of a substation. While the substation use is appropriate for the EC designation, Peninsula Light has asked that their property not be included in this application (letter attached). Staff is reluctant to recommend the City Council forward that property given Peninsula Light's objection. In addition, staff is not in support in forwarding the road property to the Commission as it would create an irregular designation and zoning district boundary.

Expansion of the Employment Center designation may be appropriate for this area along Burnham Drive. This area has numerous EC designation uses, such as the ministorage, Peninsula Light substation and Northharbor Business Campus. Since annexation in 1997, the Northharbor Business Campus has developed into a successful business park under the Employment District designation. Changing the land use designation to EC for the 8 acre parcel directly south of the Northharbor Business Campus would allow expansion of this successful employment generator. This application has not been reviewed in previous annual cycles.

ENVIRONMENTAL ANALYSIS

SEPA review will occur after the Council decides which comprehensive plan amendment applications will be forwarded to the Planning Commission.

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

Motion: Move that Application COMP 10-0003 be amended to remove the Peninsula Light property and road property (Parcel Nos. 0222313066 and 0222314036). Move that all of the 2010 Comprehensive Plan Amendment applications, as amended, be forwarded to the Planning Commission for further processing.

**Application COMP 10-0001:
Parks, Recreation and Open Space
Element**

PL-COMP-10-0001

Written Statement of Application for:
Park, Recreation and Open Space Plan (AKA Park Plan) Insertions

A. Purpose of proposed amendment:

The proposed amendment will insert the park plan's executive summary and goals and policies into the City's Comprehensive Plan as the new Park Recreation and Open Space Element (Chapter 10).

B. The proposed amendment is consistent with the Washington State Growth Management Act:

While having a park, recreation and open space is presently an un-funded mandate, the City is working to adopt a new Park Plan and desires to include this information in the Comprehensive Plan.

C. The proposed amendment is consistent with the adopted Countywide planning policies:

The proposed amendment is consistent with the adopted Countywide planning policies.

D. The proposed amendment furthers the purpose of the City's Comprehensive Plan:

The proposed amendment will further the purpose of the City's Comprehensive plan by including goals and policies being adopted in the Park Plan, it would be inconsistent not to incorporate such items given the intent of the Comprehensive Plan.

E. The proposed amendment is internally consistent with the City's Comprehensive Plan as well as other adopted city plans and codes:

Every effort has been made to ensure consistency.

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COMMUNITY
DEVELOPMENT

Comprehensive Plan Text Amendments Requirements:

- 1. The proposed element, chapter section and page number of the Comprehensive Plan to be amended:**

Chapter 10 is presently reserved for insertion of this proposed text. This would start on page 10-1.

- 2. Proposed text changes:**

Existing place holder text would be removed.

The Executive summary is not yet available, but is planned to be inserted along with the goals and policies.

See attached Draft Goals and Policies

Responses to GHMC 19.09.130 and 19.09.170

GHMC 19.09.130

- A. 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**

Yes, City limits and UGA have changed since last Park Plan.

No, No significant area changes since 2009 amendments.

- B. 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; and**

Yes, the Park Plan is being substantially revised and includes information not available in prior comprehensive plan reviews.

- C. For amendments that have been considered within the last three years, whether there has been a change in circumstances that makes reconsideration of the proposed amendment now appropriate.**

It was planned for this to be re-inserted this year, when the old Park Plan was removed. This amendment is proposed per the City's direction in 2009.

GHMC 19.09.170

- A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and**

Yes, every effort has been made to ensure this.

- B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and**

Yes, every effort has been made to ensure this.

- C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and**

No it will not.

- D. The proposed amendment advances the public interest; and**

Yes, these have been based on substantial amounts of public comment both when initially developed (1996) and through each revision since then.

- E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply.....**

Does not apply to this application.

Chapter 5

Vision, Goals and Policies

Gig Harbor's Vision: To provide a unique system of parks, trails and open spaces that capitalize on the City's history, environmental features, and sense of place to provide opportunities for both active and passive forms of recreation.

Goals and Policies

1. Open space preservation and wildlife resources

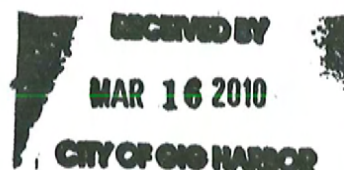
Goal: Develop a high quality, diversified park system that preserves and enhances significant environmental resources and features. Incorporate unique ecological features and resources to protect threatened species, preserve habitat, and retain migration corridors that are unique and important to local wildlife.

- a. Policy: Acquire and preserve especially sensitive or unique habitat sites that support threatened or endangered species and urban wildlife habitat - such as the confluence of Donkey (North) Creek with Gig Harbor.
- b. Policy: Identify and conserve critical wildlife habitat including nesting sites, foraging areas, and migration corridors within or adjacent to natural areas, open spaces, and the developed urban areas.

2. Identify urban growth preserves and set-asides

Goal: Coordinate with other public and private agencies, and with private landowners to set aside land and resources necessary to provide high quality, convenient park and recreational facilities before the most suitable sites are lost to development.

- a. Policy: Continue coordination with PenMet and other agencies on meeting park, recreation, and open space needs through the City and urban growth area to assure that needs are met and services are not duplicated.
- b. Policy: Identify and set aside lands needed to meet long term demand for parks, recreation and open space in developing areas such as the wooded, undeveloped, and sensitive lands.
- c. Policy: Prior to annexation of urban growth areas review park, recreation, and open space needs to determine potential impacts to adopted levels of service. Such impacts shall be considered when determining the impacts of a potential annexation.



3. Developing Healthy Communities

Goal: Through the City's permit process, require, when possible, new development to support and enhance the pedestrian environment to promote healthy lifestyles and active commercial areas.

- a. Policy: Require pedestrian friendly design features (including but not limited to placement of new buildings, on-site walkways, and pedestrian scale site features) on new developments to promote active healthy lifestyles within the community.
- b. Policy: Require non-residential developments to provide common areas (such as town squares, plazas, or pocket parks) proportional to size of the development and the impact on existing park infrastructure to serve the recreational needs of employees and customers. Encourage these spaces to be used as the focus of commercial and civic buildings.

4. Park Design Standards

Goal: Design and develop facilities that are accessible, safe, and easy to maintain, with life cycle features that account for long-term costs and benefits.

General

- a. Policy: Create park plans for the potential development and re-development of City park properties.
- b. Policy: Incorporate features and amenities into parks that fit the local context; contribute to environmental sustainability; and are accessible, safe, and easy to maintain for the long term.
- c. Policy: Provide maps at the City's larger parks, documenting park and trail opportunities in the vicinity of the park.
- d. Policy: Develop and maintain parks consistent with local, state and federal environmental regulations.

Accessibility

- e. Policy: Design park and recreation facilities to be accessible in accordance with the American Disabilities Act (ADA).

Maintenance

- f. Policy: Design and develop facilities that are of low maintenance and high capacity design to reduce overall facility maintenance and operation requirements and costs.
- g. Policy: Where appropriate, use low maintenance materials, settings or other value engineering considerations that reduce care and security requirements, and retain natural conditions and experiences.

Security and safety

- h. Policy: Implement design and development standards that will improve park facility safety and implement security features for park users, department personnel, and the public-at-large.
- i. Policy: Continue to develop and implement safety standards, procedures, and programs that will provide proper training and awareness for department personnel.
- j. Policy: Define and enforce rules and regulations concerning park activities and operations that will protect user groups, department personnel, and the general public-at-large.
- k. Policy: Where appropriate, use adopt-a-park programs, neighborhood park watches, park police patrols, and other innovative programs that will increase safety and security awareness and visibility.

5. Trail and corridor access systems

Goal: Develop a high quality system of multipurpose park trails and corridors that provide alternative transportation options and low impact recreational opportunities for residents of all ages and abilities in coordination with the City's non-motorized transportation plan.

Trail Systems

- a. Policy: Create a comprehensive system of multipurpose off-road trails using the Cushman Trail as the backbone of the system. Trails should be developed to provide access to significant environmental features, public facilities, neighborhoods and businesses districts to promote physical activity and a health conscious community.
- b. Policy: Construct pedestrian facilities that cross SR-16 and other highways (ex: pedestrian overpass at BB16).
- c. Policy: Trails should be connected to nearby sidewalk facilities wherever feasible to facilitate the use of the off-street trail systems for non-motorized transportation and recreation. Where sidewalks are an intergrated component of a trail system, larger sidewalks may be needed.
- d. Policy: Work with PenMet Parks, Pierce County, Tacoma, the Washington State Department of Transportation, and other appropriate jurisdictions to link and extend Gig Harbor trails to other regional trail facilities.
- e. Policy: Extend trails through natural area corridors like the Crescent and Donkey (North) Creek corridors, and Wollochet Drive wetlands within the City that will provide a high quality, diverse sampling of area environmental resources, in balance with habitat protection.

Trail Development and Amenities

- f. Policy: Develop trails consistent with the park development goals and policies where applicable.

- g. Policy: Furnish trail systems with appropriate supporting trailhead improvements that may include interpretive and directory signage systems, rest stops, drinking fountains, restrooms, parking and loading areas, water and other services.
- h. Policy: Where appropriate, locate trailheads at or in conjunction with park sites, schools, and other community facilities to increase local area access to the trail system and reduce duplication of supporting improvements.
- i. Policy: Develop trail improvements of a design and development standard that is easy to maintain and access by maintenance, security, and other appropriate personnel, equipment, and vehicles.
- j. Policy: Develop trail accessibility standards to provide for accessible trails where possible and support a diversity of non-motorized uses. Such standards should not prohibit construction of trails where grade or corridor width will not allow full accessibility or trail widths for all uses.
- k. Policy: Develop and implement a system of signs to mark trails and non-motorized routes that coordinates with the City's streetscape and furniture standards. Such signage should be developed in accordance with the City's adopted way finding plan.

6. Recreational facilities

Goal: Develop a quality, diversified recreation system that provides for all age and interest groups.

Waterfront access and facilities

- a. Policy: Cooperate with Pierce County, PenMet, the Washington State Department of Fish & Wildlife, and other public and private agencies to acquire and preserve additional shoreline access for waterfront fishing, wading, swimming, viewing and other related recreational activities and pursuits, recognizing the rights of property owners in the vicinity of such sites.
- b. Policy: Develop and or encourage a mixture of watercraft access opportunities including canoe, kayak, sailboard, and other nonpower boating activities, especially on Gig Harbor Bay and along the Puget Sound shoreline.

Athletic facilities

- a. Policy: Concentrate on field and court activities like soccer, football, baseball, basketball, tennis, pickleball and volleyball that provide for the largest number of participants.
- b. Policy: Encourage, leverage the development, or develop, where appropriate, a select number of facilities that provide a quality playing environment, possibly in conjunction with PenMet Parks, Pierce County, Peninsula School District, and other public or private agencies. Such facilities should be developed to meet the requirements for all age groups, skill levels, and recreational interests where possible.

Indoor facilities

- c. Policy: Facilitate the continued development by the Peninsula School District and other organizations, of special meeting, assembly, eating, health, and other community facilities that provide general support to school age populations and the community-at-large at elementary, middle, and high schools within the city, urban growth area and the greater peninsula.

7. Special purpose facilities

Goal: Encourage the development of quality facilities that meet the interests of all segments of the community.

- a. Policy: Where appropriate and economically feasible (self-supporting), encourage other organizations to develop and operate specialized and special interest recreational facilities like golf and water parks for these interests in the general population.
- b. Policy: Where appropriate, facilitate and encourage joint planning and operating programs with other public and private agencies to determine and provide for special activities like golf, water parks, and camping on an area wide basis.

8. Recreational programs

Goal: Coordinate with and encourage the efforts of other agencies and non-profit recreational providers to assure that the recreational needs of the Gig Harbor residents are met.

- a. Policy: Facilitate and encourage other organizations to provide arts and crafts, classroom instruction in music and dance, physical conditioning and health care, meeting facilities, daycare, latch key, and other program activities for all cultural, age, physical and mental capability, and income groups in the community.
- b. Policy: Endorse the efforts of local non-profit organizations to provide soccer, baseball, softball, basketball, volleyball, tennis, pickleball, and other instruction and participatory programs for all age, skill level, and income groups in the community.
- c. Policy: Assist historical and cultural societies to develop and display artifacts, reports, and exhibits; and conduct lectures, classes, and other programs that document and develop awareness of Gig Harbor's heritage.

9. Historic resources

Goal: Develop a high quality, diversified park system that preserves significant historic opportunity areas and features.

- a. Policy: Identify, preserve, and enhance Gig Harbor's multicultural heritage, human history of the City and its neighborhoods, traditions, and cultural features including historic sites, buildings, artworks, objects, views, and monuments.
- b. Policy: Identify and incorporate significant historic and cultural lands, sites, artifacts, and facilities into the park system to preserve these interests and provide a balanced social experience.

- c. Policy: Register City owned parks, structures and open space properties that are eligible for the Gig Harbor Register of Historic Places and utilize the City's CLG board to determine appropriate preservation methods and traditional uses.
- d. Policy: Encourage the Harbor History Museum, Gig Harbor BoatShop, Gig Harbor Fishermen's Civic Club and others to make cultural programs and activities more accessible to the public.
- e. Policy: Encourage the owners of historic sites and structures to provide increased public access.
- f. Policy: Consider adopting incentives for properties listed on the City's Historic Register to encourage retention of and remove obstacles to maintaining such structures as properties are re-developed, including adaptive re-use provisions.

10. Cultural arts programs and resources

Goal: Encourage fine and performing arts partnerships and programs that reflect the community's vision and culture.

- a. Policy: Identify public art opportunities that highlight the cultural and historical connections within our community through local history, environmental systems, cultural traditions, and visual symbols.
- b. Policy: Use public art to create visible landmarks and artistic points of reference to reinforce Gig Harbor's identity, unique culture and character.
- c. Policy: Acquire works of art through a variety of methods including commissioned works, temporary works, direct purchases, and community projects.
- d. Policy: In cooperation with area artists and cultural organizations, utilize the city's website as a clearinghouse for arts information and resource sharing.

11. Financial resources and coordination

Goal: Create effective and efficient methods of acquiring, developing, operating and maintaining facilities and programs that accurately distribute costs and benefits to the general public and private development.

Finance

- a. Policy: Investigate available methods, such as growth impact fees, land set-a-side or fee-in-lieu-of-donation ordinances, and interlocal agreements, for the financing of facility development, maintenance, and operating needs in order to reduce costs, retain financial flexibility, match user benefits and interests, and increase facility services.
- b. Policy: Consider joint ventures with other public and private agencies such as PenMet Parks, Pierce County, Peninsula School District, regional, state, federal, and other public and private agencies including for-profit concessionaires, where feasible and desirable.

Public and private resource coordination

- c. Policy: Cooperate with PenMet Parks, Pierce County, Peninsula School District, and other public and private agencies to avoid duplication, improve facility quality and availability, reduce costs, and represent resident area interests through joint planning and development efforts.

Cost/benefit assessment

- d. Policy: Define existing and proposed land and facility levels-of-service (ELOS/PLOS) that differentiate requirements due to population growth impacts versus improved facility standards, neighborhood versus community nexus of benefit, city versus the combination of city, county, school, and other provider agency efforts in order to effectively plan and program park and recreation needs within the existing city and urban growth area boundaries.
- e. Policy: Create effective and efficient methods of acquiring, developing, operating, and maintaining park and recreational facilities in manners that accurately distribute costs and benefits to public and private user interests - including the application of growth impact fees where new developments impact existing level-of-service (ELOS) standards.

12. Human resources

Goal: Develop, train, and support a professional parks staff that effectively serves the community in the realization of the above listed goals and policies.

- a. Policy: Continue to train a diverse, well-trained work force that is motivated to achieve department and citywide goals.
- b. Policy: Encourage teamwork through communications, creativity, positive image, risk taking, sharing of resources, and cooperation toward common goals.
- c. Policy: Where appropriate, provide staff with education, training, and modern equipment and supplies to increase personal productivity, efficiency, and pride.

Application COMP 10-0002: Capital Facilities Element

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 System

Existing Capital Facilities

Gig Harbor's original collection system, constructed in 1974-1975, served the downtown area and an area south of downtown. The original system was called Utility Local Improvement District (ULID) #1 and included six lift stations. ULID #2 was constructed to the south of ULID #1 in 1988 to serve south Gig Harbor including portions of Soundview Drive, Harbor Country Drive, Point Fosdick Drive, and Olympic Drive. ULID #3 was constructed north of ULID #1 in 1992 to serve North Gig Harbor including the area along Burnham Drive north of Harborview Drive, the Washington State Women's Corrections Center off Bujacich Drive, and the Purdy area including the Peninsula School District campus in Purdy.

Further expansions of the City's collection system were built under development agreements and as mitigation conditions of proposed development through the state environmental policy act (SEPA) process. As of 2009 the City's collection system consisted of approximately 150,000 feet of gravity sewers, 32,000 feet of sewer force mains, and 15 lift stations.

The City's wastewater treatment plant (WWTP) is located on five acres, west of Harborview Drive at its intersection with North Harborview Drive. The original WWTP was brought online to provide secondary treatment of municipal sewage in 1975. The original WWTP had a design capacity of 0.45 million gallons per day (MGD) with an average organic loading of 700 lbs BOD₅/day. In 1988, the WWTP was expanded to treat 0.7 MGD and an average organic loading of 1,800 lbs BOD₅/day. The WWTP was expanded again in 1996 to treat 1.0 MGD and permitted to treat a capacity of 1.6 MGD and an average organic loading of 3,400 lbs BOD₅/day. In 2009 the City started construction of Phase I of additional improvements to the WWTP to expand the treatment capacity to the permitted capacity.

The WWTP consists of the following major components: influent flow meter, influent screens, screening press, aeration basins, blowers, secondary clarifiers, return activated sludge pumps, waste activated sludge pump, aerobic digester, digested sludge pumps, sludge dewatering centrifuge, chlorinators, chlorine contact tanks, dechlorination system, and effluent discharge pumps. Effluent from the WWTP is piped through an outfall that discharges in to Gig Harbor.

In addition to sewer service within the Gig Harbor UGA, the City of Gig Harbor owns, operates, and maintains a septic system for the Shorecrest Development along Ray Nash Drive NW located about 5 miles west of the City. The Shorecrest septic system is a 12-unit development with an on-site septic system and pressurized drainfield.

Level of Service

The City introduced a requirement in May 2006 through Ordinance #1044 for most new development and redevelopment projects to request a portion of the treatment capacity at the City's wastewater treatment plant (WWTP) through the sewer capacity reservation certificate (CRC) process. Since the WWTP has limited capacity to treat wastewater, the City identifies by way of the sewer CRC process those projects that the City's WWTP has adequate public wastewater facilities to treat.

In August 2007 the City released a statement indicating the City may not be able to grant any additional sewer CRCs until a planned expansion project at the WWTP is completed. Upon completion of design on Phase 1 expansion at the WWTP the City started construction of the design improvements in 2009 with the intent of providing additional treatment capacity.

Forecast of Future Needs

The City has used a demographics forecasting allocation model (DFAM) to forecast future population growth on undeveloped and underdeveloped parcels within the City's urban growth area (UGA). The primary input to the DFAM was a result of the City's Buildable Lands Analysis. The resulting population growth was then correlated to the generation of sewer flows to provide an estimate of the distribution of sewer flows throughout the City's UGA. These forecasted flows and descriptions of future wastewater needs are described further in the City's Wastewater Comprehensive Plan.

Future Wastewater Collection Needs

The City's collection system is planned at full build-out to expand to the limits of the UGA. The collection system has been divided into a total of 21 topographic basins, also known as sewer basins. At build-out each sewer basin will have one sewer pump station and a mixture of sewer gravity mains and sewer force mains. The design and construction of undeveloped and underdeveloped sewer basins may be financed by developers as conditions of SEPA or land use approval, and/or utility local improvement districts (ULIDs).

As noted above in the description of the existing capital facilities, the City's core area has an

established sewer collection system. Some areas within the City's UGA are capable of having sewer flows conveyed through the use of gravity to existing sewer lift stations. However, in most areas the future development of the City's sewer collection system will occur in areas beyond the City's core area. These areas have a topographic low point where wastewater must be collected and pumped and may require construction of a new sewer pump station, also known as a lift station. Only one lift station shall be utilized in each sewer basin.

In situations where a new sewer lift station must be constructed two scenarios exist. The first scenario is where no lift station is located in the sewer basin. The proposed development activity shall design and construct a new lift station that will collect sewer flows from the proposed development and all future development upstream in the sewer basin.

The second scenario is where an existing lift station is already located in the sewer basin but the proposed development activity is located lower in elevation than the existing lift station. The proposed development activity shall design and construct a new lift station that will collect sewer flows from the existing lift station, the proposed development and all future development upstream in the sewer basin. The existing lift station would then be demolished. Due to the likely potential for mechanical and electrical failures and the complications that arise when these failures occur, developments shall maximize gravity flows while minimizing the use of lift stations and grinder pumps.

Only developments lower in elevation than an existing lift station or gravity main AND lower in elevation that the path of sewer main construction may, upon approval of the Public Works Director, use grinder pumps in lieu of constructing a new lift station.

The City's Public Works Department provides continuous maintenance of the existing collection system. Future needs of the existing collection system are mostly limited to projects requiring rehabilitation of the lift stations. However, through the modeling of projected wastewater flows, no projects have been identified in the short term as necessary to increase the capacity of a gravity sewer main. Funding for the ongoing maintenance of the existing collection system, including rehabilitation of existing lift stations and replacement of existing sewer mains may be funded by utility connection fees and utility rates.

Specific facility improvements anticipated to accommodate the upcoming six year planning period are listed in Table 12.5.

Future Wastewater Treatment Plant Needs

To treat wastewater flows and waste load projections for the anticipated 20 year planning horizon the City will need to increase the permitted capacity of the treatment plant. With the construction of the Phase I improvements to the WWTP in 2009, the City anticipates the need for completing the design and construction of the Phase II WWP improvements and extending the marine portion of the wastewater outfall into Colvos Passage to receive approval on an increased wastewater discharge.

Reclaimed Water Investigation.

The State has identified reclaimed water as an important water resource management strategy that can offer benefits related to potable water supply, wastewater management, and environmental enhancement. The City has acknowledged the State's acceptance and promotion of reclaimed water as being a viable and important water resource management tool through the adoption of a comprehensive plan goal for the wastewater utility to explore options to create reclaimed water. Table 12.5 identifies an annual project for the study and investigation of wastewater reuse and reclaimed water.

Water SystemExisting Capital Facilities

The City of Gig Harbor Water System, limited by its retail water service area (RWSA), is unique in that many residents within the City limits and the City's UGA receive water service from adjacent water purveyors. Approximately 35% of the population within the City limits and City's UGA receives water from the City, and the remainder within the City limits and City's UGA receive water from other water purveyors or from private wells.

The City of Gig Harbor Water System was originally built in the late 1940's. Today, the City's RWSA encompasses approximately 4.4 square miles with 1,927 service connections serving approximately 4,700 people. The City operates six groundwater wells that supply water to its water service customers, and has more than 37 miles of pipeline and six reservoirs located around the City. Summaries of the City's well source supply and storage facilities are provided in Table 12.1 and Table 12.2, respectively, below. The City also provides wholesale water service to multiple customers outside the City's RWSA, and has an emergency intertie with one purveyor.

Table 12.1 - Summary of Well Source Supply

Well No.	Location (Sec-Twnshp-Rge)	Date Drilled	Capacity (GPM)	Depth (Ft.)	Status
1	8-21N-2E	1949	120	246 320	Inactive
2	32-22N-2E	1962	280	116	Active
3	17-21N-2E	1978	750	745	Active
4	8-21N-2E	1988	200	399	Active
5	7-21N-2E	1990	543	705	Active
6	7-21N-2E	1991	975	566	Active
7	31-22N-2E	N/A	40	393	Inactive
8	17-21N-2E	1965	20	231	Active

Source: City of Gig Harbor Water Facilities Inventory (WFI) Report, 2008; DOE Water Right Certificates

Table 12.2 - Summary of 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 Tank 1	4	250,000	290	320
Harbor Heights Tank 2	4	250,000	290	320
Shurgard Tank	3	590,000	339	450
Skansie Tank	5 & 6	1,000,000	338	450
Gig Harbor North Tank	None	2,300,000	301	450
Total		4,640,000		

Source: City of Gig Harbor 2009_Water System 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. Some areas of the City have pipe materials, sizes, and age that do not meet current construction standards or underperform. A detailed description of the existing water supply system may be found in the City of Gig Harbor Water System Plan.

Level of Service

The City introduced a requirement in January 2001 through Ordinance #862 for most new development and redevelopment projects to request a portion of capacity of the City's water system through the water capacity reservation certificate (CRC) process. Since the City has limited capacity to withdraw water, the City identifies by way of the water CRC process those projects that the City's water system has adequate public facilities to treat.

Forecast of Future Needs

The City has used a demographics forecasting allocation model (DFAM) to forecast future population growth on undeveloped and underdeveloped parcels within the City's RWSA. The primary input to the DFAM was a result of the City's Buildable Lands Analysis. The resulting population growth was then correlated to the generation of water demands to provide an estimate of the water demands throughout the City's UGA. These forecasted water demands are described further in the City's Water System Plan.

The City has used results of the DFAM and water system modeling to analyze future demands and the resulting impacts to the City's water supply, distribution system, and storage.

The City's planned water supply meets the short-term projected demands. However, it is the City's goal to meet the maximum day water demand with the largest source out of service. This increases the City's reliability and redundancy of their water supply system. Currently the City's water system cannot meet this goal. Therefore additional sources, including up to two new deep aquifer wells and one shallow aquifer well, are planned to meet this goal. The deep aquifer wells may produce up to 1,000 acre-ft per year and 1,000 gallons per minute each and are denoted as

Well No. 9 (adjacent to the Gig Harbor North reservoir), Well 11 (adjacent to the Skansie reservoir) or Well 12 (adjacent to the Harbor Heights reservoirs). The shallow aquifer well may produce up to 750 acre-ft per year and 500 gallons per minute and is denoted as Well No. 10 (located within Crescent Creek Park).

The City’s water distribution system is generally strong. The strong water system is, in part, due to the replacement of undersized pipes and the replacement of older asbestos cement (AC) water mains. As a result the programming is continued for systematic replacement of undersized pipes to meet minimum fire flows and replacing older AC water mains with either ductile iron pipe or polyvinyl chloride (PVC) pipe.

Analysis of the existing storage facilities in the City of Gig Harbor Water System Plan 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. Consequently the City is not currently planning for additional storage facilities in the 20-year planning horizon.

Specific facility improvements required to accommodate the upcoming six-year planning period are listed in Table 12.5.

Parks, Recreation & Open Space 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 in the City’s 2010 Park Recreation and Open Space Plan (Park Plan).

Table 12.3. Existing Park Facilities

Facility	Size (Aeres)	Location	Type of Recreation
City Park at Crescent Creek	9.8	Vernhardson Street	Active; Park, athletic facilities, play fields Passive; picnic area
Jerisich Dock	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
Donkey Creek Park	1.3	Located at the intersecting parcel defined by Austin Street, Harborview Drive and North Harborview Drive	Passive; historical, scenic, nature area
Eddon Boat Park	2.9	Located at the intersection of Stinson Avenue and Harborview Drive.	Passive; historical.
Wilkinson’s Homestead	16.3	Rosedale Street	Passive; Historical, walking trail, community garden

Fallman's Wetlands	16.0	Wollochet Drive NW	Passive;; Trails
WWTP (Wastewater Treatment Plant)	9.3	Burnham Drive	Passive; (proposed) walking trails Active; (proposed) hike, bike and horse trails
Wheeler Street ROW end	0.4	Vernhardson Street	Passive; beach access
Bogue Viewing Platform	0.4	North Harborview Drive	Passive; picnic area
Finholm Hillelimb	0.4	Fuller Street between Harbor Ridge 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 Drive	Passive; bike and pedestrian trails
Bogue Building	0.04	3105 Judson Street	Passive; historical
Public Works/ Parks Yard	7.5	46 th Avenue NW	Passive; storage of parks equipment
City Hall/Civic Center	10.0	Grandview Drive adjacent to Grandview Forest Park	Active; athletic fields, recreational courts, skatepark Passive; picnic area
Kenneth Leo Marvin Veterans Memorial Park	5.5	50 th Street near Olympic Drive.	Active: multi-purpose field, and play structures Passive: picnic area and open space
Skansie Brothers Park	2.0	Rosedale Street at Harborview Drive	Passive; historical, picnic area.
Austin Estuary	1.8	Located adjacent to Donkey Creek in the Northwest corner of the harbor.	Passive; historical, scenic, nature area

SORTED BY PARK CLASSIFICATION

	<u>Name</u>	<u>Where</u>	<u>Size</u>	<u>Park Classification</u>
	<u>City Park at Crescent Creek</u>	<u>3303 Vernhardson Street</u> <u>9702 Crescent Valley Drive NW</u>	<u>9.79</u>	<u>Community</u>
	<u>Kenneth Leo Marvin Veterans Memorial</u>	<u>3580 50th Street</u>	<u>5.57</u>	<u>Community</u>
	<u>Civic Center (includes Greens and Skate Park)</u>	<u>3510 Grandview Street</u>	<u>6.55</u>	<u>Community</u>
		<u>Total Community Parks</u>	<u>21.91</u>	
<u>Parks</u>	<u>Austin Estuary*</u>	<u>4009 Harborview Drive</u>	<u>1.38</u>	<u>Waterfront Park</u>
	<u>Bogue Viewing Platform</u>	<u>8803 North Harborview Drive</u>	<u>0.10</u>	<u>Waterfront Park</u>
	<u>Eddon Boat</u>	<u>3805 Harborview Drive</u>	<u>2.89</u>	<u>Waterfront Park</u>
	<u>Harborview Drive Street End</u>	<u>2700 Harborview Drive</u>	<u>0.31</u>	<u>Waterfront Park</u>
	<u>Jerisich Dock</u>	<u>3211 Harborview Drive</u>	<u>0.56</u>	<u>Waterfront Park</u>
	<u>Skansie Brothers Park</u>	<u>3207 Harborview Drive</u>	<u>2.59</u>	<u>Waterfront Park</u>
			<u>Total Waterfront Parks</u>	<u>7.83</u>
	<u>Cushman Trail</u>	-	<u>4 miles</u>	<u>Trail Park</u>
	<u>Cushman Trailhead at Grandview</u>	<u>3908 Grandview</u>	<u>0.45 acres</u>	<u>Trail Park</u>

Other Properties	<u>Cushman Trailhead at Hollycroft</u>	<u>2626 Hollycroft Street</u>	<u>0.60 acres</u>	<u>Trail Park</u>
		<u>8826 North Harborview Drive (bottom)</u>	<u>0.05 miles</u>	
	<u>Finholm View Climb</u>	<u>8917 Franklin Avenue (top)</u>	<u>0.32 acres</u>	<u>Trail Park</u>
	<u>Stanich Trail</u>	<u>Undeveloped portion of Erickson Street</u>	<u>0.2 miles</u>	<u>Trail Park</u>
			<u>Total Trail Parks (by area)</u>	<u>1.37</u>
			<u>Total Trails (by length)</u>	<u>4.25</u>
	<u>Adam Tallman Park</u>	<u>6626 Wagner Way</u>	<u>11.84</u>	<u>Natural</u>
	<u>Donkey Creek Park</u>	<u>8714 North Harborview Drive</u>	<u>1.30</u>	<u>Natural</u>
	<u>Grandview Forest</u>	<u>3488 Grandview</u>	<u>8.58</u>	<u>Natural</u>
	<u>Wilkinson Farm Park</u>	<u>4118 Rosedale Street NW</u>	<u>17.74</u>	<u>Natural</u>
			<u>Total Natural Parks</u>	<u>39.46</u>
			<u>Total Parks</u>	<u>70.57</u>
	<u>Cushman Trailhead at Borgen</u>	<u>5280 Borgen</u>	<u>0.18</u>	<u>Undeveloped</u>
	<u>BB-16 Mitigation bonus site</u>	<u>WEST of Burnham interchange</u>	<u>0.45</u>	<u>Undeveloped</u>
	<u>Museum (Donkey Creek) Easement</u>	<u>Harbor History Museum shoreline area</u>	<u>TBD</u>	<u>Undeveloped</u>
	<u>Rushmore Park (outside City Limits)</u>	<u>In Plat of Rushmore</u>	<u>1.07</u>	<u>Undeveloped</u>
	<u>Wheeler Street End</u>	<u>Wheeler (undeveloped)</u>	<u>0.08</u>	<u>Undeveloped</u>
	<u>WWTP PARK/OPEN SPACE</u>	<u>4212 Harborview Drive</u>	<u>5.82</u>	<u>Undeveloped</u>
			<u>Total Undeveloped Park Lands</u>	<u>7.60</u>
	<u>Austin Estuary Tidelands</u>	<u>4009 Harborview Drive SE corner of Burnham and Borgen</u>	<u>7.07</u>	<u>Open Space</u>
<u>BB-16 Wetland Mitigation Site</u>	<u>Borgen</u>	<u>10.49</u>	<u>Open Space</u>	
<u>Harbor Hill Open Space</u>	<u>Gig Harbor North Area</u>	<u>8.09</u>	<u>Open Space</u>	
		<u>Total Open Space</u>	<u>25.65</u>	
<u>Bogue Visitors Center</u>	<u>3125 Judson Street</u>	<u>0.15</u>		
<u>Soundview Street End</u>		<u>0.26</u>	<u>Other</u>	
<u>Peacock Hill Street End</u>		<u>TBD</u>	<u>Other</u>	
		<u>Total Other Properties</u>	<u>0.41</u>	
		<u>Total Other Properties</u>	<u>33.65</u>	
		<u>Total Park Recreation and Open Space Lands</u>	<u>104.22</u>	

* Austin Estuary tidelands are included under open space

~~**City Park**—this 9.8 acre property is located on Vernhardson Street on the east side of Crescent Creek. The park is improved with athletic facilities including a tennis court, basketball court, and youth baseball/softball field. The park’s active recreation has been expanded in recent years to include a BMX dirt bike course and a sand volleyball court accessed off of Crescent Valley Drive. The City purchased property in 2008 north of the existing park site for future development and open space preservation. Additional open space property was also acquired west of the stream through the County Conservation Futures program in 2008.~~

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, viewing platform, picnic shelter, restrooms, parking area and a pump house building.

Skansie Brothers Park/Jerisich Dock— These waterfront parks are located adjacent to each other at 3207 and 3211 Harborview Drive respectively and have a total area of 3.5 acres. The Jerisich Dock site has been developed with a flagpole, monument for lost fishermen, and recreational pier. The acquisition of the Skansie Brothers property in 2002 expanded the park to include a netshed and historic house which both stand south of Jerisich Dock.

Restrooms, picnic tables, and benches are provided on Jerisich's 1,500 square foot pier supported deck overlooking the harbor and adjacent marinas. The deck provides gangplank access to a 352 foot long, 2,752 square foot fishing and boat moorage floating dock. The dock provides 420 feet of day use boat moorage, access for kayaks and other hand carry watercraft, and fishing. The dock is used on a first come basis to capacity, particularly during summer weekends. The Skansie Brothers site has been developed with a covered pavilion with adjacent grass area that is utilized for seasonal public events. A boat sewage pump out is provided at no charge, April through October.

Grandview Forest Park— Grandview Forest Park— this 8.8 acre site is located on Grandview Drive adjacent to the Civic Center. 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 walking trails and paths that provide access to surrounding residential developments and the Civic Center complex. Parking for this park is located on the Civic Center site.

Old Ferry Landing— this 1.0 acre site is located at the east end of Harborview Drive overlooking Point Defiance across the Narrows and Daleo 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. Site has been improved to include picnic facilities, parking and a shoreline view platform.

Donkey Creek Park— this 1.3 acre property is located in the intersecting parcel defined by Austin Street, North Harborview Drive, and Burnham Drive. The site historically was the site of the Borgen lumber yard. The site is presently developed with a restroom facility, picnic tables and open field.

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 North Harborview Drive. A viewing platform allows for visual stream access.

Wilkinson's Homestead— this 16.3 acre site is located on Rosedale Street adjacent to Tacoma City Light powerlines. 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 and from the Cushman Trail.

Tallman's Wetlands— this 16.0 acre property is located on Wollochet Drive NW south of SR-16. The site contains significant wetlands that collects and filters stormwater runoff from the

surrounding lands. This park was developed with interpretive trails and off street parking. The park was constructed and dedicated to the City by the developer of the Mallards Landing plat 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 Donkey (North) Creek. While the principal use of the site is treatment of wastewater, the site includes preserved open space associated with Donkey Creek and adjacent wetlands.

A 3.3-acre portion of the expansion area may be developed to provide a trailhead connection to the Cushman Trail on the overhead powerline property located parallel to SR-16. The powerline right of way has been improved to provide a non-motorized trail system.

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 to Crescent Creek in a quiet residential neighborhood. This site is presently undeveloped.

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 Avenue and North 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 west side 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 Avenue. 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 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 presently a volunteer and visitor 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.

City Hall/Civic Center—this 10.0 acre site is located on Grandview Street 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.

Kenneth Leo Marvin Veteran’s Memorial Park—the “Westside” park is accessible from 50th Street. This park is a memorial park and includes a dual purpose baseball/soccer field, restrooms/, picnic shelter, big toy and veterans monument. Future plans for the park include additional play structures, nature trails and half basketball court.

Eddon Boat Park—with the support of the community and funding raised through a bond levy, the City purchased the Eddon Boat facility at the intersection of Harborview Drive and Stinson Avenue. The park currently includes a historic boat building and small brick house. The City plans to provide passive recreational water access and to restore the historic boat building and dock for public access and maritime programming.

Austin Estuary—The estuary and upland tidelands will be preserved in connection with the Donkey Creek Restoration for passive recreational use. The park is located in the northwest corner of the harbor near the intersection of Harborview Drive and North Harborview Drive.

Cushman Trail—the current trail runs from 14th Avenue NW in the County north to 96th Street. City trailhead facilities are located at Hollycroft Street and at Grandview Street. Future plans include expansion of the trail first to Borgen Boulevard (where another trailhead is planned) and then north to the Purdy Spit.

Long term the City and the county would like to develop the trail further so that it connects to the bike lanes of the new Gig Harbor Narrow’s Bridge and north to the Purdy Spit.

Forecast of Future Needs

New text consistent with the 2010 Park Plan will be inserted here.

Park plan levels of service are still being developed at this time, edits to this section will be provided once they are available.

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 Canterwood 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 System

Existing Facilities

The Puget Sound and in particular Gig Harbor, Henderson Bay, and Wollochet Bay are the receiving water bodies of the City of Gig Harbor’s storm system. The storm system consists of catch basins, pipe, drainage ditches, natural streams such as Donkey Creek and McCormick Creek, wetlands, ponds, and stormwater detention and water quality facilities. The Operations and Maintenance Department is responsible for approximately 30 stormwater ponds, 1,650 catch basins, 12 miles of drainage ditches and over 33 miles of storm pipe. Annually these numbers will increase as development continues to occur, CIP projects are constructed and new areas are annexed by the City. With the approximately 45 miles of pipe and drainage ditches discharging to the receiving waters of the Puget Sound, which is habitat to various fish and wildlife such as Chinook, coho, steelhead, bald eagles and herons. It is important to protect and improve the water quality of the various water bodies in the City.

The objective of the City's stormwater operation and maintenance program is to assure that all the elements of the stormwater system are functioning properly to avoid any impacts to the environment and properties. The program includes operation and maintenance of storm systems being performed by many entities, including the City's Public Works Department, homeowners association, and property management companies. Scheduled maintenance tasks and inspections are regularly performed and are essential to the program. Major system problems are avoided when defects are identified and addressed in a timely manner.

Level of Service

Through the Clean Water Act and other legislation at the federal level, the Washington State Department of Ecology has been delegated the authority to implement rules and regulations that meet the goals of the Clean Water Act. As part of these rules and regulations, the Department of Ecology issued the Western Washington Phase II Municipal Stormwater Permit (Permit) to the City of Gig Harbor in January 2007. The Permit authorizes the discharge of stormwater to surface waters and to ground waters of the State from Municipal Separate Storm Sewer System (MS4) owned or operated by the City of Gig Harbor. By being identified as a Permittee the City is required to satisfy many obligations during the five-year permit period.

The City has been proactive in satisfying the requirements of this Permit. In 2006, the City prepared a gap analysis comparing the existing City stormwater program to the Permit requirements. According to the gap analysis, public participation, City staff training and stormwater policies appear to be the areas that the City will need to focus their efforts. Other obligations required by the Permit include the development of a stormwater management program and development of an enforceable mechanism, such as an ordinance, controlling runoff from development and construction sites, including adoption of a new stormwater technical manual. The City's stormwater management program along with the City's stormwater-related ordinances establishes a level of service for both public and private development projects.

The Permit requirements are being phased in over the course of the life of the permit. At the end of the permit, or sooner if required by law, the City will likely be issued a new permit with new permit requirements that are additive to the existing permit requirements.

Forecast of Future Needs

In connection with the preparation of the City's Stormwater Comprehensive Plan, storm system modeling was performed at a planning level to identify system needs under future full build-out land use conditions. The City selected seven storm trunklines to be analyzed. These trunklines were selected based on known past conveyance and/or sedimentation problems and possible future system impacts due to development.

Recommended storm system improvements are identified in the Capital Improvement Plan of the Stormwater Comprehensive Plan and to meet the needs of the environment, future development and growth. In March 2008 the City initiated a Stormwater General Facility Charge for funding

stormwater CIP projects.

The types of improvements identified and scheduled include capacity, facility and habitat projects. Capacity problems can also be resolved in many ways including increased facility sizing, pipe replacement, and flow control facilities. Onsite or regional facilities can reduce flows to minimize capacity impacts on the existing storm system. Regional facility locations should be considered as an alternative to pipe replacement. Storm system and habitat improvement projects identified in the CIP are based on the Staff's knowledge of the service area, past studies and the hydrologic/hydraulic system analysis.

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 Public Works, Planning, Building and Fire Safety, 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 functional plans have been completed:

- City of Gig Harbor Water System Plan (April 2009), as may later be amended by resolution.
- City of Gig Harbor Wastewater Comprehensive Plan (November 2009), as may later be amended by resolution.
- City of Gig Harbor Wastewater Treatment Plan Improvements Engineering Report (April 2003)
- City of Gig Harbor Phase 1 Wastewater Treatment Plan Improvements Technical Memorandum (August 2007)
- City of Gig Harbor Stormwater Comprehensive Plan (October 2009), as may later be amended by resolution.

All the plans identify current system configurations and capacities and proposed financing for improvements, and provide the technical information needed to develop the capital facility project lists for 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 2009 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 (2009)
General Fund	Sales tax	\$4,744,000
	Utility tax	\$1,351,000
	Property tax	\$408,000
Street Fund- Operations	Property tax	\$1,223,000
Water Operating Fund	Customer charges	\$906,000
Sewer Operating Fund	Customer charges	\$2,319,000
Storm Drainage Fund	Customer charges	\$645,000

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 full faith and credit of the city. 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. 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 \$1.60 per \$1,000 assessed valuation. In 2009, the City's tax rate is \$0.9406 per \$1,000 assessed valuation. The City is prohibited from raising its levy more than one percent. 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%. 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. The city currently levies a 5% utility tax.

Real Estate Excise Tax: The real estate excise tax is levied on all sales of real estate, measured by the full selling price. In addition to the state rate of 1.28 percent, a locally-imposed tax is also authorized. The city may levy a quarter percent tax and additional quarter percent tax. These funds may only be used to finance eligible capital facilities.

Local Single-Purpose Levies

Motor Vehicle Fuel Tax – “Gas Tax”: The state currently levies a tax of 37.5 cents per gallon on motor vehicle fuel under RCW 82.36.025(1) through (6) and on special fuel (diesel) under RCW 82.38.030(1) through (6). Cities receive 10.6961 percent of the 23 cents per gallon tax levied under RCW 82.36.025(1). These funds are distributed monthly on a per capita basis and are to be placed in a city street fund to be spent for street construction, maintenance or repair.

Local Option Motor Vehicle Fuel Excise Tax: Upon a vote of the people, a local option gas tax can be levied countywide at a rate equal to 10 percent of the state rate. Since the state rate is 37.5 cents per gallon, 10 percent currently would be 3.75 cents per gallon. The tax may be implemented only on the first day of January, April, July, or October and expenditure of these funds is limited solely to transportation purposes.

Local Option Commercial Parking Tax: This tax may be levied by a city within its boundaries and by a county in the unincorporated areas. There is no limit on the tax rate and many ways of assessing the tax are allowed. If the city chooses to levy it on parking businesses, it can tax gross proceeds or charge a fixed fee per stall. If the tax is assessed on the driver of a car, the tax rate can be a flat fee or a percentage amount. Rates can vary by any reasonable factor, including location of the facility, time of entry and exit, duration of parking, and type or use of vehicle. The parking business operator is responsible for collecting the tax and remitting it to the city, which must administer it. This tax is subject to a voter referendum. At the present time, Bainbridge Island, Bremerton, Mukilteo, SeaTac, and Tukwila are the only cities that we know are levying this tax. Expenditure of these funds is limited solely to transportation purposes.

Transportation Benefit Districts: Cities, along with counties, may form transportation benefit districts to acquire, construct, improve, provide, and fund transportation improvements in the district that is consistent with any existing state, regional, and local transportation plans and

necessitated by existing or reasonably foreseeable congestion levels. The area may include other cities and counties, as well as port and transit districts through interlocal agreements.

Any city passing on ordinance to form a transportation benefit district must also identify revenue options for financing improvements in the district. A district that has coterminous boundaries with a city may levy a \$20 per vehicle license fee or impose transportation impact fees on commercial or industrial buildings, both without voter approval. A credit must be provided for any transportation impact fee on commercial or industrial buildings that the city has already imposed. Similarly, any district that imposes a fee that, in combination with another district's fee, totals more than \$20, must provide a credit for the previously levied fee.

Voter-approved revenue options include a license fee of up to \$100 per vehicle and a 0.2 percent sales tax. Like many other special districts, transportation benefit districts may levy a one-year O&M levy under RCW 84.52.052 and do an excess levy for capital purposes under RCW 85.52.056. The funds must be spent on transportation improvements as set forth in the district's plan.

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 \$2.00 per month. 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. 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.

Urban Transportation Improvement Programs: The State Transportation Improvement Board offers three grant programs to cities exceeding a population of 5,000. Urban Arterial Program for roadway projects which improve safety and mobility; Urban Corridor Program, for roadway projects that expand capacity; and, Sidewalk Program for sidewalk projects that improve safety and connectivity.

Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU): SAFETEA-LU represents the largest surface transportation investment in our Nation's history with guaranteed funding for highways, highway safety, and public transportation totaling \$244.1 billion. SAFETEA-LU supplies funds for investments needed to maintain and grow vital transportation infrastructure.

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.

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
- 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 2% in 2010 and 1-2% in 2011 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. The General Fund is allocated a-25 percent of the annual tax yield from ad valorem property values. Since 2000, the average annual increase in tax levy was 6%. This was mostly due to new construction and annexations as regular growth in property tax levy is limited to 1 percent a year. The city is projecting a 1 to 2 percent increase in tax base for 2010 and 2011 due to the current economy. The City has a maximum rate of \$1.60 per \$1,000 ad valorem. The actually rate collected by the city has fallen from \$1.58 in 1999 to \$0.9293 in 2010 (est.)

Capital Improvement Funds: In the City of Gig Harbor, the Capital Improvement Funds accounts for the proceeds of the first and 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, based upon the existing debt structure. The revenues in these funds represent

continued capture of a dedicated portion of the ad valorem revenues necessary to meet annual debt service obligations on outstanding general obligation bonds. In 2018, the City is scheduled to repay the 2008 LTGO Bonds.

Street and Street Capital Funds: Expenditures from these funds include direct annual outlays for capital improvement projects. The revenues in this fund represent total receipts from state and local gas taxes and 75% of property taxes collected. The projected revenues 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 Funds: The revenue these funds are 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.

GOALS AND POLICIES

GOALS

- GOAL 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.
- GOAL 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.
- GOAL 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.
- GOAL 12.4. THE CITY SHOULD MANAGE ITS FISCAL RESOURCES TO SUPPORT THE PROVISION OF NEEDED CAPITAL IMPROVEMENTS FOR ALL DEVELOPMENTS.
- GOAL 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.

GOAL 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:
 - Sanitary sewer level of service standards are addressed in the Wastewater System “Inventory and Analysis” section of this Chapter.
4. Potable Water:
 - Potable water level of service standards are addressed in the Water System “Inventory and Analysis” section of this Chapter.

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**Wastewater System Projects**

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
Wastewater Treatment System					
T1	Outfall Construction Marine Portion (Bogue View Park to Colvos Passage)	2010-2011	\$8,791,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Utility Rates
T2	WWTP Expansion Phase I	2010	\$7,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Utility Rates
T3	WWTP Expansion Phase II	2011-2012	\$8,210,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/ Utility Rates
T4	Reuse and Reclamation Studies (\$100,000/yr)	2010-2014	\$500,000	6-year	Connection Fees/Utility Rates
T5	Annual Replacement, Rehabilitation and Renewal	2010-2014	\$610,000	6-year	Connection Fees/Utility Rates
T6	Annual Water Quality Reporting	2010-2014	\$400,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
	Wastewater Treatment Subtotal		\$1825,511,000		
Wastewater Collection System					
C1	Lift Station 1 Improvements (Crescent Creek Park)	2013	\$130,000	6-year	Connection Fees/Utility Rates
C2	Lift Station 3A Jockey Pump Replacement (Harborview Dr./N. Harborview Dr.)	2014	\$156,000	6-year	Connection Fees/Utility Rates
C3	Lift Station 4 Improvements (Harborview Dr./Rosedale St.)	2011-2013	\$2,595,100	6-year	Connection Fees/Utility Rates
C4	Lift Station 5 Improvements (Harborview Ferry Landing)	2013	\$130,000	6-year	Connection Fees/Utility Rates
C5	Lift Station 6 Improvements (Ryan St./Cascade Ave)	2010-2014	\$700,000	6-year	Connection Fees/Utility Rates
C6	Lift Station 7 Improvements (Ried Dr./Hollycroft St.)	2010	\$203,000	6-year	Connection Fees/Utility Rates
C7	Lift Station 8 Improvements (Harbor Country Dr.)	2012-2013	\$532,800	6-year	Connection Fees/Utility Rates
C8	Lift Station 9 Improvements (50 th St./Reid Dr.)	2013	\$127,000	6-year	Connection Fees/Utility Rates
C9	Lift Station 11 Improvements (38 th Ave./48 th St.)	2014	\$139,000	6-year	Connection Fees/Utility Rates
C10	Lift Station 12 Improvements (Woodhill Dr./Burnham Dr.)	2012-2013	\$1,502,500	6-year	Connection Fees/Utility Rates
C11	Lift Station 13 Improvements (Purdy Dr/SR-302)	2012-2013	\$400,900	6-year	Connection Fees/Utility Rates
C12	Install Flow Meter at LS1	2011-2014	\$29,000	6-year	Connection Fees/Utility Rates
C13	Install Flow Meter at LS2	2011	\$31,000	6-year	Connection Fees/Utility Rates

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
C14	Install Flow Meter at LS3A	2014	\$38,000	6-year	Connection Fees/Utility Rates
C15	Install Flow Meter at LS4	2011	\$31,000	6-year	Connection Fees/Utility Rates
C16	Install Flow Meter at LS5	2013	\$36,000	6-year	Connection Fees/Utility Rates
C17	Install Flow Meter at LS6	2010	\$29,000	6-year	Connection Fees/Utility Rates
C18	Install Flow Meter at LS7	2010	\$29,000	6-year	Connection Fees/Utility Rates
C19	Install Flow Meter at LS8	2013	\$36,000	6-year	Connection Fees/Utility Rates
C20	Install Flow Meter at LS9	2013	\$36,000	6-year	Connection Fees/Utility Rates
C21	Install Flow Meter at LS10	2011	\$31,000	6-year	Connection Fees/Utility Rates
C22	Install Flow Meter at LS11	2014	\$38,000	6-year	Connection Fees/Utility Rates
C23	Install Flow Meter at LS12	2011 40	\$29,000	6-year	Connection Fees/Utility Rates
C24	Install Flow Meter at LS13	2014	\$38,000	6-year	Connection Fees/Utility Rates
C25	Install Flow Meter at LS14	2013	\$36,000	6-year	Connection Fees/Utility Rates
C26	Install Flow Meter at LS5	2013	\$36,000	6-year	Connection Fees/Utility Rates
C27	Install Future Lift Station 10A (56 th St./36 th Ave.) and Forcemain	2011 40	\$1,206,000	6-year	Developer Funded
C28	Install Future Lift Station 17A (Skansie Ave./90 th St.) and Forcemain	2011	\$1,581,000	6-year	Developer Funded
C29	Install Future Lift Station 21A (Hunt St/Skansie Ave.) and Forcemain	2010	\$1,518,000	6-year	Developer Funded
C30	Wastewater Comprehensive Plan	2014	225,100	6-year	Connection Fees/Utility Rates
	Wastewater Collection Subtotal		\$10,064,400		
Wastewater Total			\$2835,575,400		

Notes: Estimated costs are based on dollars value in the estimated year of the project.

Water System Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
1	Asbestos Cement Water Line Replacement Program (\$75,000/yr)	2010-2014	\$375,000	6-year	Connection Fees/Utility Rates
2	Water Systems Upgrades (\$50,000/yr)	2009-2014	\$300,000	6-year	Connection Fees/Utility Rates
3	Stinson Avenue Water Main Replacement	2010	\$275,000	6-year	Connection Fees/Utility Rates
4	Harborview Drive Water Main Replacement – N. Harborview Dr. to Rosedale St.	2010-2011	\$1,400,000	6-year	Development Mitigation/Connection Fees/Utility Rates
35	Water Rights Annual Advocate for /Permitting (\$40,000/year)	2009-2012	\$160,000	6-year	Connection Fees/Utility Rates
46	Well No. 11 – Deep Aquifer Well	2009-2013	\$4,174,600	6-year	Connection Fees /Utility Rates
7	Well No. 10	2010	\$350,000	6-year	Utility Rates/ Connection Fees
58	Harbor Hill Drive Water Main Extension	2014	\$450,200	6-year	Development Mitigation/Connection Fees/Utility Rates
69	Harborview Drive Loop	2011	\$503,500	6-year	Development Mitigation/Connection Fees/Utility Rates
740	Tarabochia Street Water Main Replacement	2012	\$44,000	6-year	Connection Fees/Utility Rates
844	Grandview Street Water Main Replacement	2012	\$424,400	6-year	Development Mitigation/Connection Fees/Utility Rates
942	96 th Street Water Main Extension	2014	\$269,000	6-year	Development Mitigation/Connection Fees/Utility Rates
1043	Woodworth Avenue Water Main Replacement	2013	\$116,700	6-year	Connection Fees/Utility Rates
1144	Shurgard East Tee and Water Main Replacement	2013	\$437,100	6-year	Development Mitigation/Connection Fees/Utility Rates
1245	Water System Plan Update	2014	\$112,600	6-year	Connection Fees/Utility Rates
	Water Total		\$7,367,100 9,392,100		

Note: Estimated costs are in 2009 dollars

Park, Recreation & Open Space Projects

Edits are anticipated to be made to this table so this is consistent with 2010 Park Plan, edits are still being developed.

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
1	City Park Improvements	ongoing		6 year	Grants/Local
2	GHPHS Museum Creek Easement Acquisition	2008-2012	\$425,000	6 year	Local
3	Gig Harbor North Park	2008-2012	\$3,000,000	6 year	Developer Mitigation/Impact
4	Jerisich Dock Moorage Extension	2010-2012	\$300,000	6 year	Fees/Grants/Donations
5	Cushman Trail Phase III 96 th to Borgen	2008-2011	1,500,000	6 year	Local/County
6	Boys and Girls Club/ Senior Center	2010-2011	250,000	6 year	Local
7	Pioneer Way Streetscape	2008-2012	\$127,000	6 year	Local
8	Austin Estuary Park	2008-2012	455,000	6 year	RCO Grant
9	Skansie House Remodel	2010-2012	\$60,000 - \$100,000	6 year	PSRC Grant/Local
10	Skansie Netshed Repair and Restoration	2010-2014	\$450,000	6 year	Heritage Grant/Local
11	Wheeler Pocket Park	2012	70,000	6 year	Local
12	Wilkinson Farm Barn Restoration	2010-2014	\$200,000	6 year	Heritage Barn Grant/Local Match
13	Wilkinson Farm Park Development	2010-2013	\$900,000	6 year	State RCO Grant/Preservation Grants/Local Match
14	WWTP/Cushman Trail Access	2010-2012	\$25,000	6 year	Local
15	Kenneth Leo Marvin Veterans Memorial Park Phase 2	2010 -2015	\$250,000	6 year	IAC Grant/Impact Fees/Local
16	Eddon Boatyard Dock Restoration	2010-2011	\$250,000	6 year	Heritage Grant
17	Eddon Boat Park Development	2011-2014	\$2,000,000	6 year	RCO Grants/ Local
18	Maritime Pier – Dock Improvements	2010-2012	\$4,500,000	6 year	Local
19	North/Donkey Creek Corridor. (Conservation Properties) Northwest of Donkey Creek Park along the Creek.	2010-2014	\$1,500,000	6 year	County Conservation Futures
20	Jerisich / Skansie Park Development	2009-2010	\$150,000	6 year	Local
21	Sewer Easement Trail (Veterans Park to 45 th Street Court)	2009-2014	\$300,000	6 year	Local
22	Donkey Creek Restoration	2010 - 2016	\$1,200,000	6 year	Local/Federal
	Subtotal		\$17,912,000		

Notes:

- (1) CFP - Capital Facilities Program
- (2) GI Fee - Growth Impact Fee

(3) Bond - Park, Recreation & Open Space Bond

Stormwater System-Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
1	Update storm facilities mapping (\$50,000/yr)	Annually	\$300,000	6-year	Connection Fees/Utility Rates
2	Garr Creek Tributary Channel (38 th St)/WWTP Erosion Study	2010-2011	\$50,000	6-year	Connection Fees/Utility Rates
3	38 th /Quail Run Ave Storm Culverts	2014	\$208,200	6-year	Connection Fees/Utility Rates
4	Donkey Creek Daylighting	2011	\$1,236,000	6-year	State/Federal Salmon Recovery Grants/Earmarks
5	Donkey Creek Culvert under Harborview Drive	2013	\$546,400	6-year	State/Federal Salmon Recovery Grants/Earmarks
6	Annual Storm Culvert Replacement Program (\$50,000/yr)	2009-2014	\$300,000	6-year	Connection Fees/Utility Rates
7	50 th Street Box Culvert	2012	\$371,300	6-year	Connection Fees/Utility Rates
8	Quail Run Water Quality System Improvements	2011-14	\$15,000	6-year	Connection Fees/Utility Rates
9	Annual NPDES Implementation Expenses	2009-2014	\$100,000	6-year	Connection Fees/Utility Rates /State Grant
10	Aquifer Re-charge - Spadoni Gravel Pit and adjacent property north of 96 th street between SR-16 and Burnham Drive.	2011	\$1,700,000	6-year	State/Federal Transportation Funding/Grant
11	Burnham Drive/96 th Street Culvert Replacement	2014	\$56,300	6-year	Connection Fees/Utility Rates
12	Borgen Boulevard/Peacock Hill Avenue Culvert Replacement	2014	\$36,600	6-year	Connection Fees/Utility Rates
13	102 nd Street Court Culvert Replacement	--	\$20,000	6-year	Private Development
14	Burnham Drive/Harborview Drive Rock Spall Pad Construction	--	\$15,000	6-year	Private Development
15	101 st Street Court Detention Pond Reconstruction	--	\$25,000	6-year	Private Development
16	101 st Street Court Culvert Replacement	--	\$20,000	6-year	Private Development
17	Stormwater Comprehensive Plan Update	2014	\$112,600	6-year	Connection Fees/Utility Rates
	Stormwater Total		\$5,112,400		

Notes:

- Costs shown above are estimates and do not include such items as permitting costs, sales tax, right-of-way acquisition, utility relocations, trench dewatering, traffic control or other unforeseen complications.

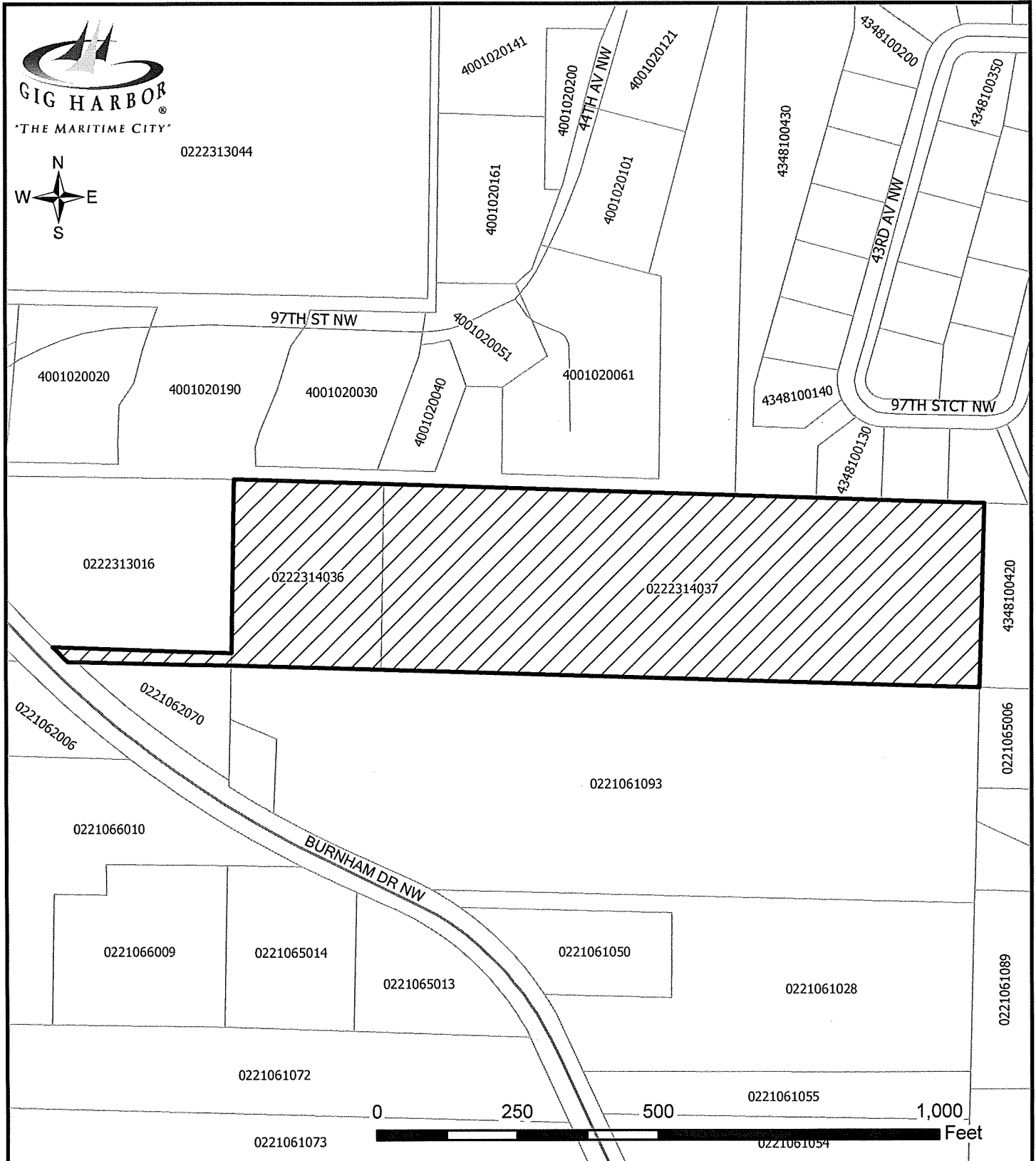
- Private Development funding indicates the full cost for the project shall be borne by property owner(s) or developer(s).

Transportation Improvement Projects

Project No.	Project Name	Projected Start Year	Estimated Cost	Plan	Funding Source
1	SR-16/Borgen/Canterwood Hospital Mitigation Improvements	2009	\$11,000,000	6-Year	State/Local
2	50th St Ct NW Improvements	2009	\$1,600,000	6-Year	State/Local
3	Harbor Hill and Borgen Intersection Improvements	2011+3	\$704,000	6-Year	Developer/Local
4	Rosedale and Stinson Intersection Improvements	2013	\$275,000	6-Year	Local
5	38 th Ave Improvements Phase 1	201009	\$9,790,000	6-Year	State/Local
6	Harbor Hill Drive Extension	201409	\$5,500,000	6-Year	Developer/Local
7	Burnham Dr Phase 1	2014+1	\$11,360,000 6,700,000	6-Year	State/Local/Developer
8	Burnham Dr/Harbor Hill Drive Intersection Improvements	2011+0	\$2,200,000	6-Year	Developer/Local
9	Soundview and Hunt Intersection Improvements	2012	\$660,000	6-Year	Developer/Local
10	Olympic/Pt. Fosdick Intersection Improvements	201009	\$440,000	6-Year	Developer/Local
11	Wollochet Dr Improvements	2013+0	\$660,000	6-Year	Developer/Local
12	Harborview/N Harborview Intersection Improvements	2010	\$1,650,000	6-Year	Local
13	SR 16/Olympic Drive	2012	\$825,000	6-Year	Developer-State/Local
14	Rosedale St/Skansie Ave Intersection Improvements	2011	\$ 275,000	6-Year	Local
15	38th Ave Improvements Phase 2	2009	\$5,280,000	6-Year	State/Local
16	Skansie Ave Improvements	2010	\$9,460,000	6-Year	Local
17	Rosedale St Improvements	2010	\$3,740,000	6-Year	State/Local
18	Olympic/Hollycroft Intersection Improvements	2013	\$26,000	6-Year	Local
19	Vernhardson St Improvements	2014+3	\$375,000	6-Year	Local
20	Point Fosdick Pedestrian Improvements	2011+0	\$300,000 1,100,000	6-Year	State/Local
21	Harborview Dr. Improvements from N. Harborview Dr. to Pioneer Wy	2012+1	\$100,000	6-Year	State/Local
22	Judson/Stanich/Uddenberg Improvements	2010+2	\$2,090,000	6-Year	State/Local
23	Donkey Creek Daylighting Street and Bridge Improvements	201009	\$1,200,000 2,050,000	6-Year	Federal/State/Local
24	Wagner Way/Wollochet Drive Traffic Signal	201309	\$300,000	6-Year	Developer/Local
2625	Grandview Drive Phase 1 from Stinson to Pioneer	2014+0	\$500,000	6-Year	Developer/ Local
2526	Grandview Drive Phase 2 from Soundview to McDonald	201009	\$860,000	6-Year	Local
27	Pt Fosdick/56th Street Improvements	2012+0	\$4,330,000 0,000	6-Year	State/Local/Developer
	Subtotal 6-Year:		\$79,784,000 72,056,000		

Project No.	Project Name	Projected Start Year	Estimated Cost	Plan	Funding Source
28	96th Street SR16 Crossing	2030	\$8,000,000	Other	State/Local
29	Briarwood Lane Improvements	2020 15	\$3 500,000	Other	Local
30	Franklin Ave Improvements	2015	\$500,000	Other	Local
31	Street Connections - Point Fosdick Area	2015	\$600,000	Other	Local
32	Crescent Valley Connector	2030	\$2,000,000	Other	Local
33	Downtown Parking Lot Design	2015 09	\$60,000	Other	Local
34	Downtown Parking Lot property acquisition	2015 09	n/a	Other	Local
35	Purchase land for ROW, stormwater improvements, wetland mitigation	2015 08	n/a	Other	Local
36	Public Works Operations Facility	2015 10	\$1,125,000	Other	Local
	Subtotal Other:		<u>\$12,585,000</u> 12,785,000		
	Transportation Total:		<u>\$92,369,000</u> 84,841,000		

**Application COMP 10-0003:
96th Street LLC Land Use Map
Amendment**



**COMP 10-0003 96th Street LLC Land Use Amendment
Mixed Use (MU) to Employment Center (EC)**

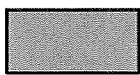


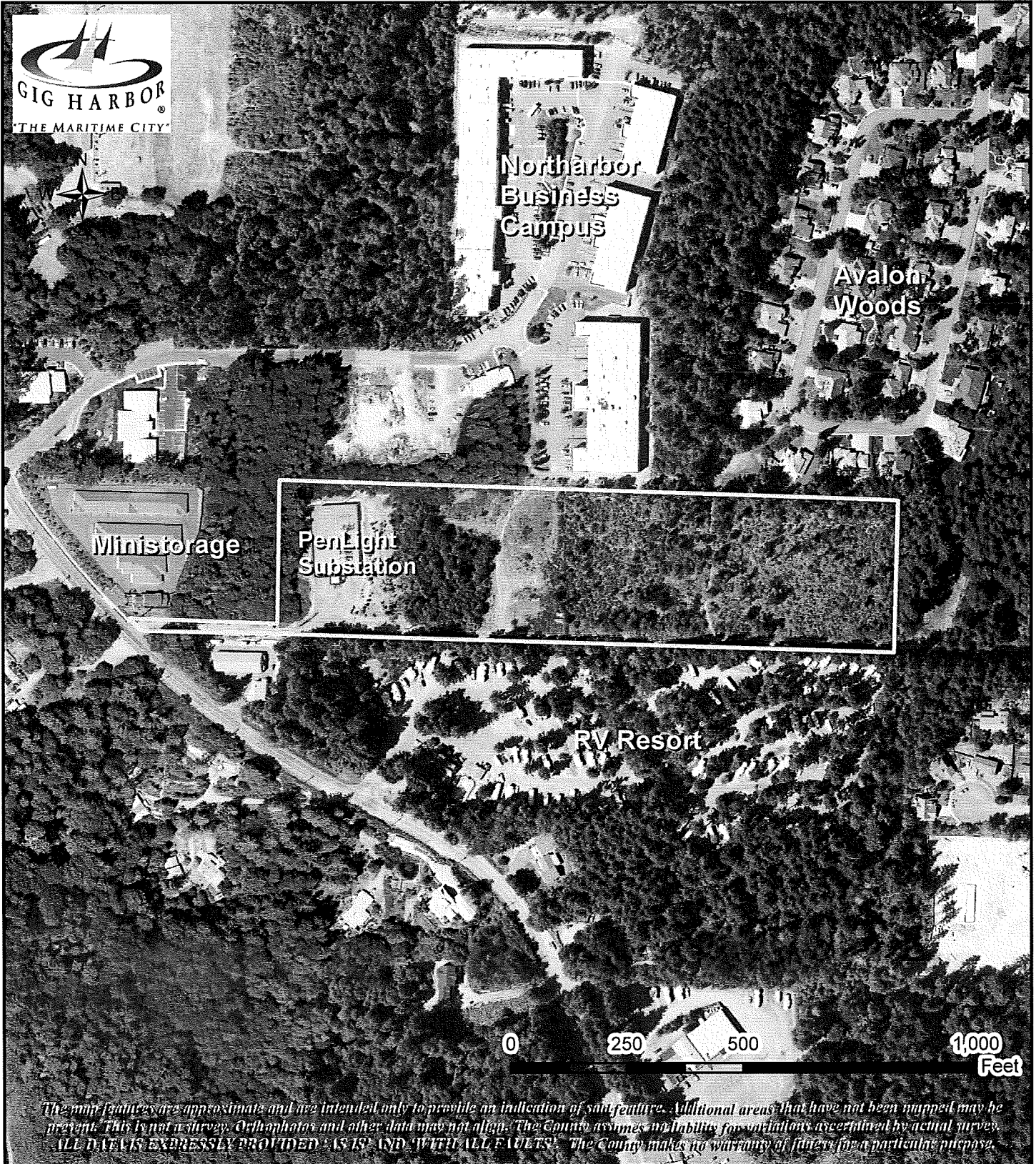
GIG HARBOR
"THE MARITIME CITY"

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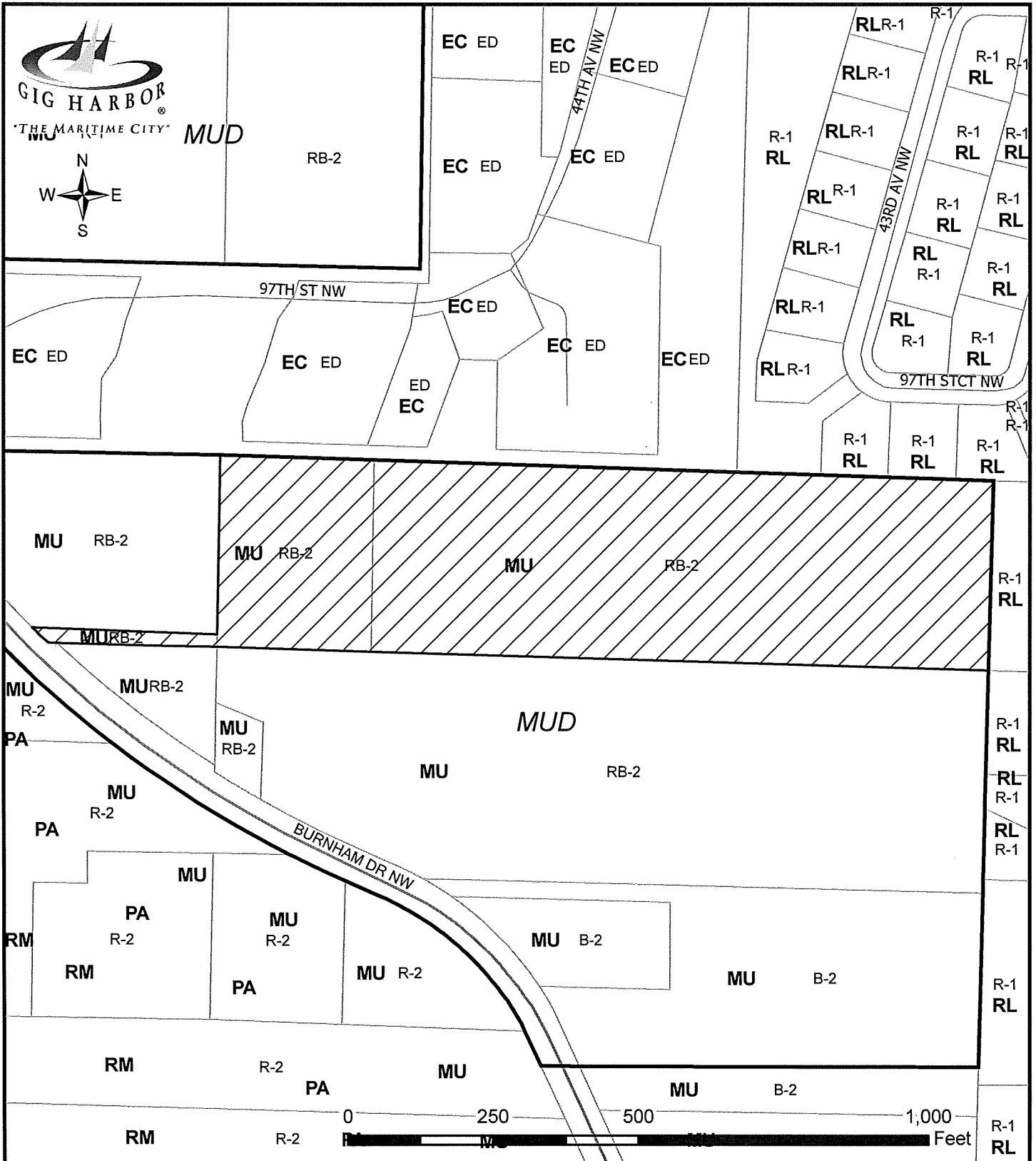


COMP 10-0003 96th Street LLC Land Use Amendment
Area Recommended for Removal





COMP 10-0003 96th Street LLC Land Use Amendment Surrounding Uses



**COMP 10-0003 96th Street LLC Land Use Amendment
Land Use and Zoning with overlay**

CITY OF GIG HARBOR APPLICATION	CITY USE ONLY
<input type="checkbox"/> Comprehensive Plan Text Amendment <input checked="" type="checkbox"/> Comprehensive Plan Map Amendment	Date Received: _____ By: _____ Receipt # _____ By: _____

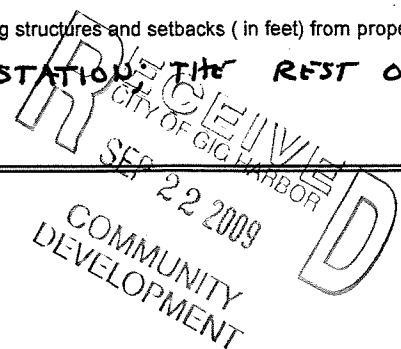
Name of project / proposal: 96TH STREET LLC COMPREHENSIVE PLAN AMENDMENT

Applicant: <u>CARL HALSAN</u> <small>(Name)</small> <u>PO BOX 1447</u> <u>307-1922</u> <small>Street Address Phone</small> <u>GIG HARBOR, WA</u> <u>98335</u> <small>City & State Zip</small>	Property Location: Address: <u>9600 BURNHAM DRIVE NW</u> Section: <u>31</u> Township: <u>22</u> Range: <u>02</u> Assessor's Tax Parcel Number: <u>02-22-31-3066</u> <u>- 4036 & - 4037</u> Full Legal Description (attach separate sheet if too long) <p style="text-align: center;">SEE ATTACHED</p>
Owner: <u>96TH STREET LLC</u> <small>(Name)</small> <u>PO BOX 206</u> <u>851-0551</u> <small>Street Address Phone</small> <u>GIG HARBOR, WA</u> <u>98335</u> <small>City & State Zip</small>	Acreage or Parcel Size <u>10.14 ACRES</u>
I(We): <u>Carole Holmas</u> <small>(Name)</small> <u>Carole Holmas</u> <u>09.19.09</u> <small>Signature Date</small> Signature _____ Date _____	Utilities: 1. Water Supply (Name of Utility if applicable) a. Existing: <u>CITY</u> b. Proposed: _____ 2. Sewage Disposal: (Name of Utility if applicable) a. Existing: <u>CITY</u> b. Proposed: _____ 3. ACCESS: (name of road or street from which access is or will be gained.) <u>BURNHAM DRIVE NW</u>

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

Current Comprehensive Plan Designation: MIXED USE Requested Comprehensive Plan Designation: EC

Existing land use: Describe (or illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines.
PARCEL -4036 HAS A ELECTRICAL SUB-STATION. THE REST OF THE PROPERTY IS VACANT.



Legal Description

The south 20 feet of that portion of the south 330 feet of the Southeast quarter of the Southwest quarter of Section 31, Township 22 north, Range 2 east of the Willamette Meridian lying easterly of Gig Harbor Longbranch Highway (Burnham Drive); together with the south 330 feet of the Southwest quarter of the Southeast quarter of Section 31, Township 22 north, Range 2 east of the Willamette Meridian.

RECEIVED
CITY OF GIG HARBOR
SEP 22 2009
COMMUNITY
DEVELOPMENT

19.09.080

1. Proponent -- 96th Street LLC
PO Box 206
Gig Harbor, WA 98335-0206

2. SEPA Checklist – Attached

3. Fee – Attached

4. Written Statement addressing:

- a. Purpose: **To change the land use designation from Mixed Use to Employment Center to accommodate development that is more compatible with surrounding projects and potential future uses.**
- b. GMA Consistency: **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. 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.**
- c. CWPP Consistency: **In general, the CWPP encourage that Cities and the County jointly plan for growth in Urban Growth Areas, and that planning be consistent. The County hasn't planned in this area for years. The CWPP's are replete with policies encouraging economic development and jobs creation in appropriate areas. This area of Gig Harbor is one of the best jobs producing areas and it should be expanded onto these properties.**
- d. Furthering the purpose of the City Comprehensive Plan: **The City Plan does not contain a stated purpose, but in general the purpose is to implement the GMA and CWPP's in a manner consistent with local control and desires. The Plan is not a regulatory document, but serves as the basic blue print for growth over the next twenty years. This area of town is already developed with EC type uses and the necessary infrastructure and services are in place to serve such development.**



Adding additional acreage to the EC designation adjacent to these uses makes sense given the property owners desire.

- e. Internally consistent with the City Comprehensive Plan: **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 in that this property is under-utilized at this time. This area of the City is becoming the economic engine and all non-residential property should be developed to its highest and best use to take advantage of the public investments already in place. Goal 6.2.2 encourages the redevelopment of vacant property. Goal 6.1.2 encourages the identification of suitable sites for employment opportunities. Altering the designation of this site to EC is consistent with the Plan.**

 - f. Transportation Concurrency: A Level 1 TIA has been prepared and submitted with this application as required. The Traffic Engineer of the City will determine at the time of project application adequate traffic concurrency bases on the parameters of State Law and Gig Harbor standards. The proposed amendment is estimated to generate about 50% more trips than under current designation, and the road network has capacity for these extra trips at this time. At the time of project submittal, both the project generated traffic and the system capacity will have to re-evaluated.

 - g. Supplemental SEPA or Critical Area if required by the Director: **Not required at this time.**
5. Written response to each criteria for amendments at outlined in 19.09.130 and 19.09.070: **See attached**

REQUIRED FINDINGS FOR COMPREHENSIVE PLAN AMENDMENTS

GHMC 19.09.170

A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC.

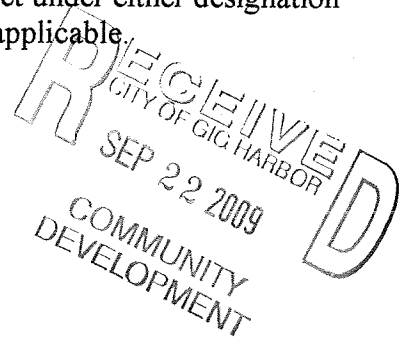
Adequate transportation facilities are present to handle traffic from a project on the site, or will be at the time of development through mitigation measures determined at the time of project level approval. A TIA was prepared by PacWest Engineering, a professional traffic engineering firm practicing in Pierce County. Their conclusions state that under the existing City Designation of Mixed Use, a full build out project would be expected to generate about 81 vph in the peak hour. With an Employment Center Designation, it would be expected the vph would increase to 125. At the time of project application, the City will determine if adequate capacity exists for the project. At this time, the City has indicated there is adequate capacity in the system for an EC type project, subject to the interim improvements being completed at BB/16.

B. The proposed amendment will not adversely impact the City's ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services.

Approval of the amendment will not adversely impact the City's ability to provide sewer service, since the amendment doesn't approve any land development to occur. With planned expansion of the sewer treatment plant, there should be enough capacity to serve the project. Without any known or planned uses, in either the EC Designation or the Mixed Use Designation, it isn't known which would put a higher demand on city facilities or services. Absent a specific proposal, there is no evidence that level of service standards would be adversely affected.

C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land.

The amendment is for a Mixed Use to EC. The property owner has no intention of developing the site with any type of residential project under either designation at this time. Thus, no impact to residential capacity is applicable.



D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or

4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.

Adequate infrastructure, facilities and services are available to serve the site at this time, with the ongoing upgrades and expansions either in the works or planned for the future. The sewer plant expansion will allow for any sewer service needs a future project might have and the transportation needs, if any, will be addressed through planned upgrades to area roads.

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan.

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 in that this property is under-utilized at this time. This area of the City is becoming the economic engine and all non-residential property should be developed to its highest and best use to take advantage of the public investments already in place. Goal 6.2.2 encourages the redevelopment of vacant property. Goal 6.1.2 encourages the identification of suitable sites for employment opportunities. Altering the designation of this site to EC is consistent with the Plan.

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services.

As previously stated, the marginal increase in development potential is not likely to result in significant adverse impacts. There will not likely be substantially more vehicle trips than has been anticipated. Any impacts that might be identified as a result of the amendment will be mitigated through the imposition of impact

fees, mitigation fees and/or physical improvements to the City's capital facilities to ensure no burdens are placed on the existing and planned services.

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being re-designated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locations criteria contained within the comprehensive plan and zoning code.

The parcels are all physically capable of supporting the development contemplated through the amendment. Any project proposal that follows will adhere to all setback, landscaping, buffering, tree retention and impervious coverage standards. Compatibility will be ensured and will be consistent with past planning. Planned and existing uses to the north, south and west, are all non-residential. The property to the northeast is residential, and the new City Designation will be no more in-compatible than the current Designation.

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general.

Approval of the proposed amendment will not likely cause any surrounding property owners to consider making a similar request. The properties to the west, south and north are already zoned or used in a similar manner, and the property to the east is and has been residential, and is very unlikely to change.

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable inter-jurisdictional policies and agreements, and/or other state or local laws.

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. 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.

CWPP

In general, the CWPP encourage that Cities and the County jointly plan for growth in Urban Growth Areas, and that planning be consistent. The County hasn't planned in this area for years. The CWPP's are replete with policies encouraging economic development and jobs creation in appropriate areas. This area of Gig Harbor is one of the best jobs producing areas and it should be expanded onto these properties.

J. The proposed effect of approval on any individual amendment will not have a cumulative adverse effect on the planning area.

Again, no other amendments are proposed by the applicant or are anticipated to be filed by the surrounding property owners.

96th St NW

Level One TIA

PWE Project 2009538.00



PacWest Engineering, LLC
5009 Pacific Hwy E, Unit 9-0
Fife, WA 98424

(253) 926-3400 PH
(253) 926-3401 FAX



PREPARED BY:

PacWest Engineering, LLC
5009 Pacific Hwy E, Unit 9-0
Fife, WA 98424

(253) 926-3400 PH
(253) 926-3401 FAX



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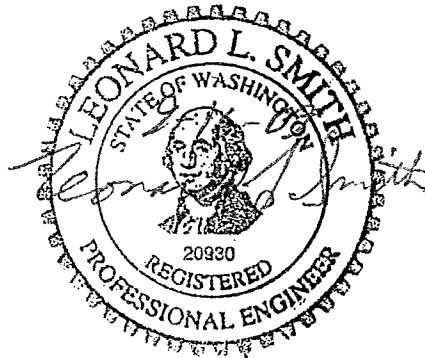
ENGINEER'S CERTIFICATION

"I hereby certify that this Traffic Impact Analysis was prepared under the supervision and direction of the undersigned, whose seals as licensed professional engineers of the State of Washington are affixed below."

Prepared by:
Christine Smith, PE



Reviewed by:
Leonard L. Smith, PE



PROJECT OVERVIEW

Project Description

This report summarizes anticipated traffic impacts related to changing the designated land use of 3 parcels located off Burnham Drive within the City of Gig Harbor as shown in *Figure 1 – Vicinity Map*. The parcels are: 02231-4037 (8 acres), -4036 (2 acres), and -3066 (.14 acres) as highlighted on *Figure 2 – Site Map*. The parcels are currently designated as “Mixed Use” and this TIA supports a proposed comprehensive plan amendment to change the designation to “Employment Center”.

Parcel -4037 is the primary parcel that will be considered for development. Parcel -3066 serves as access to the site and Parcel -4036 is the current location for a utility substation. No change in use or generated trips is proposed for Parcels -3066 and -4036.

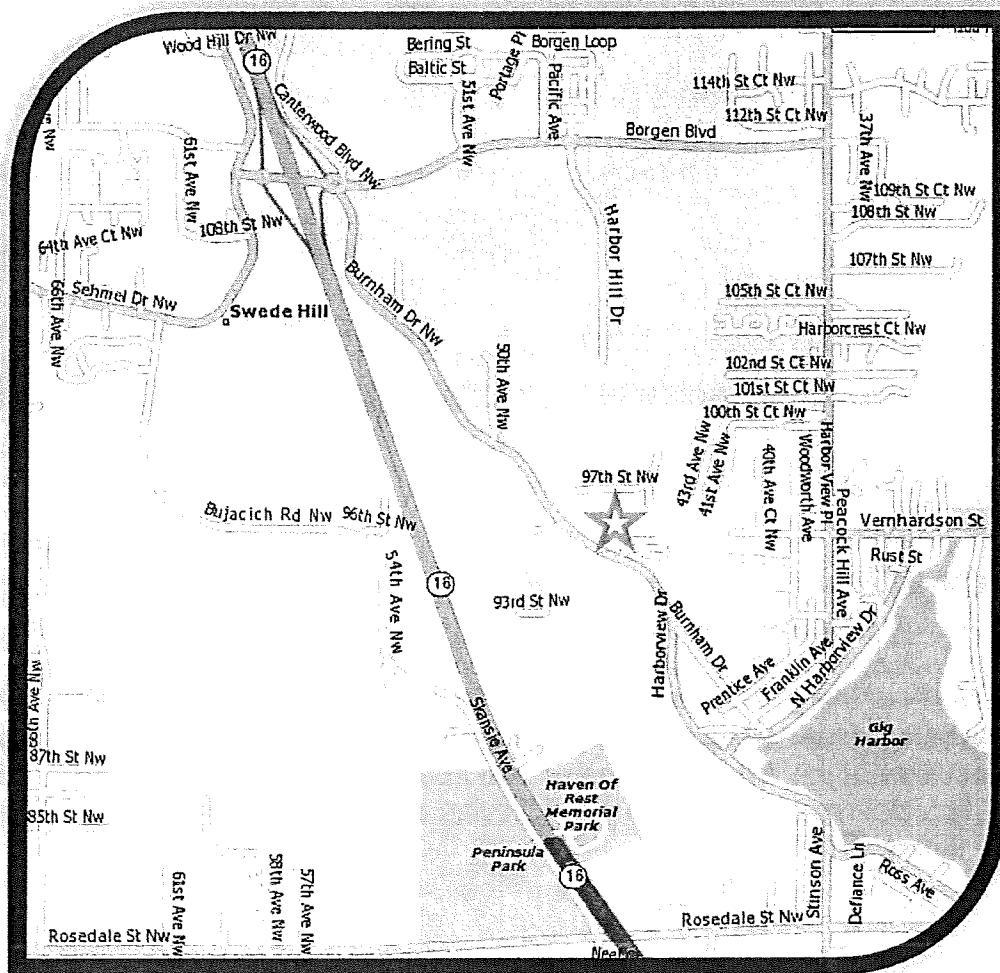


Figure 1 – Vicinity Map

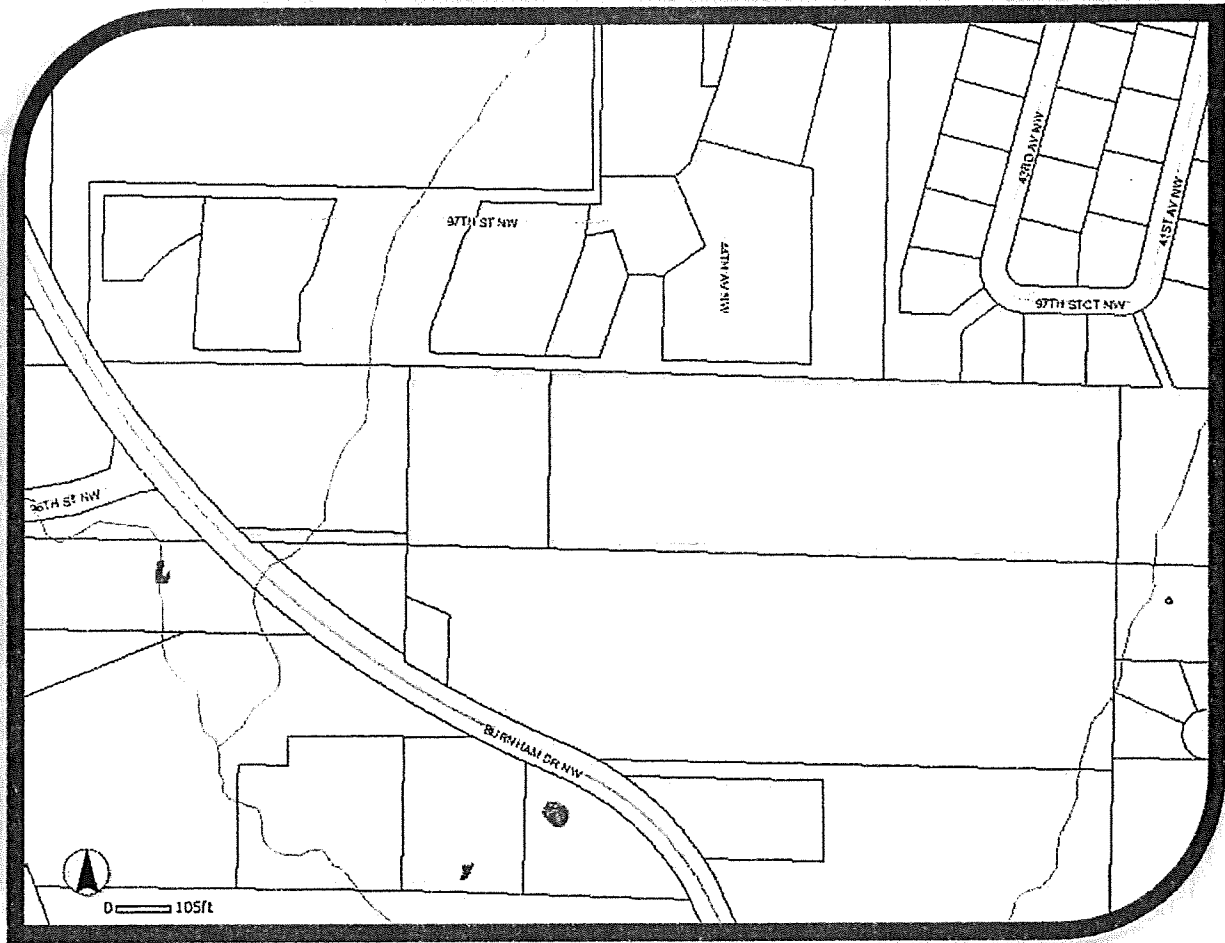


Figure 2 – Site Map

Existing Conditions

The project is located just east of a storage facility and south of a business park. Burnham Drive, south of the project site, is 23-foot wide paved roadway with no shoulders. North of the project site, Burnham Drive has been widened by approximately 8 feet for a total width of 31-feet with curb and gutter, as well as a setback sidewalk along the east side of the roadway. The posted speed on Burnham Drive is 35 miles per hour. The site is served by a defined driveway cut on Burnham Drive with a gravel access road that is currently gated.

EXISTING LAND USE / ZONING DESIGNATION

“Mixed Use” Land Use / RB-2 Zoning Designation

The existing land use designation for the subject parcels is “Mixed Use”. Per the definition of mixed use as included in the Land Use Element of the City’s Comprehensive Plan: “Properties or developments less than ten acres are limited to the uses as defined by the official zoning map of the City.” The zoning designation for the subject properties is “Residential and Business District (RB-2)”.

Per Gig Harbor Municipal Code Section 17.30.10, the intent of this designation is:

GHMC 17.30.010 Residential and Business District (RB-2) – Intent

The RB-2 district is intended to provide a mix of medium density residential uses with certain specified business, personal, and professional services. It is intended to serve as a transitional buffer between high intensity commercial areas and lower intensity residential areas. The RB-2 zone is similar in construction to the RB-1 zone while allowing a higher percentage of impervious coverage and multifamily residential development. Furthermore, the RB-2 zone would serve to minimize impacts to adjacent residential uses by limiting general operational impacts of a use to that portion of the site between the structure(s) and the fronting road.

The zoning code states that a maximum of 8 dwelling units per acre are permitted outright, and 12 dwelling units per acre are allowed as a conditional use. Additionally, 55% impervious site coverage is permitted outright, and 70% site coverage is conditionally allowed.

Trip Generation

Professional judgment has been utilized to correlate the City’s land use designations to land use codes as categorized by the ITE Trip Generation Manual. *Table 1 – RB-2 – Land Use Designations* lists various ITE land use codes which may be appropriate for the site based on its current designation as “Mixed Use”.

Table 1 – RB-2 – Land Use Designations

Land Use Designation	Average Trip Generation Rate (PM Peak Hour)
Single Family Detached Housing (LUC 210)	1.02 / Dwelling Unit
Low-Rise Apartment (LUC 221)	0.62 / Occupied Dwelling Unit
Low-Rise Residential / Condominium / Townhouse (LUC 231)	0.52 / Dwelling Units
General Office Building (LUC 710)	1.49 / 1000 sq. ft. gross floor area
Automobile Care Center (LUC 942)	4.01 / 1000 sq. ft occ. Gr. Leasable area



The parcel to be developed (#0222314037) is 8 acres in size. A maximum density of 8 units per acre, as well as 55% impervious coverage has been considered.

The various land uses have been evaluated and an appropriate representation of the site's potential "mixed use" development is 50% Low-Rise Apartment (LUC 221) and 50% General Office Building (LUC 710). Although Automobile care is an allowed use, it is not appropriate for this particular site given the site access configuration and lack of visibility from the street.

For the General Office Building use, one parking space per 300 square feet of building has been assumed. Allowing for parking and impervious areas results in a maximum allowable building area of 41,000 square feet.

Based on the assumed land use breakdown, the calculated trips generated by the site is as follows:

LUC 221: $50\% * 8 \text{ acres} * 8 \text{ units/acre} * 0.62 \text{ trips/unit} = 20 \text{ PM peak hour trips}$

LUC 710: $50\% * 8 \text{ acres} * 43,560 \text{ SF/acre} * 55\% \text{ impervious} = 95,832 \text{ SF}$
 $95,832 \text{ SF with allowances for parking} \rightarrow 41,000 \text{ building SF}$
 $41,000 \text{ building SF} * 1.49 \text{ trips} / 1000 \text{ SF} = 61 \text{ PM peak hour trips}$

Total "Mixed Use" Trips: $20 + 61 = 81 \text{ PM peak hour trips}$

PROPOSED LAND USE / ZONING DESIGNATION

"Employment Center" Land Use / ED Zoning Designation

The proposed land use designation for the subject parcels is "Employment Center" which has an underlying zoning designation of "Employment District (ED)". Per Gig Harbor Municipal Code Section 17.45.10, the intent of this zoning designation is:

GHMC 17.45.010 Employment District (ED) – Intent

The employment district is intended to enhance the city's economic base by providing suitable areas to support the employment needs of the community. The employment district provides for the location of manufacturing, product processing, research and development facilities, assembly, warehousing, distribution, contractor's yards, professional services, corporate headquarters, medical facilities and complementary educational and recreational uses which are not detrimental to the employment district. Limited retail, business and support services that serve the needs of the employment district tenants and patrons are allowed. The employment district is intended to have limited nuisance factors and hazards.

The zoning code states that there is a minimum requirement of 15% open space.

Trip Generation

Professional judgment was again utilized to correlate the City's land use designations to land use codes as categorized by the ITE Trip Generation Manual. *Table 2 – ED – Land Use Designations* lists various ITE land use codes which may be appropriate for the site based on its proposed designation as "Employment Center".

Table 2 – ED – Land Use Designations

Land Use Designation	Average Trip Generation Rate per Acre (PM Peak Hour)
General Light Industrial (LUC 110)	7.26 / Acre
Manufacturing (LUC 140)	9.21 / Acre
Warehousing (LUC 150)	8.77 / Acre
Mini-Warehousing (LUC 151)	4.23 / Acre
General Office Building (LUC 710)	1.49 / 1000 sq. ft. gross floor area
Corporate Headquarters Building (LUC 714)	1.40 / 1000 sq. ft. gross floor area
Research & Development Center (LUC 760)	15.44 / Acre

The parcel to be developed (#0222314037) is 8 acres in size. Based on the zoning code minimum requirement of 15% open space, there is a net developable area of 6.8 acres.

The various land uses have been evaluated and an appropriate representation of the site's potential "employment center" development is 50% Manufacturing (LUC 140) and 50% General Office Building (LUC 710). We have chosen land uses that are representative of the allowed zoning and have the higher trip generation rates than comparable alternatives (i.e. Manufacturing-LUC 140 at 9.21 trips/acre has a higher trip generation rate than Warehousing-LUC 150 at 8.77 trips/acre.) Similarly, General Office Building-LUC 710 has a higher trip generation rate than Corporate Headquarters-LUC 714.

For the General Office Building use, one parking space per 300 square feet of building has been assumed. No restrictions on impervious area have been considered which maximizes the amount of developable area resulting in a higher number of trips generated. Actual development of the site will probably result in a lower level of development based on such things as landscaping requirements. Accounting for parking areas results in a maximum allowable building area of 63,000 square feet.

Based on the assumed land use breakdown, the calculated trips generated by the site is as follows:

LUC 140: 50% * 6.8 acres * 9.12 trips/acre = **31 PM Peak Hour trips**

LUC 710: 50% * 6.8 acres * 43,560 SF/acre = 148,104 SF
148,104 SF with allowances for parking → 63,000 building SF
63,000 SF * 1.49 trips / 1000 SF = **94 PM Peak Hour trips**

Total "Employment Center" Trips: 31 + 94 = 125 PM Peak Hour trips

CONCLUSIONS

Based on the results of this analysis, the proposed "Employment Center" land uses would be expected to generate more traffic than the current "Mixed Use" land use designation. The "Employment Center" use generates 125 PM peak hour trips versus 81 trips for "Mixed Use" which is an increase of approximately 54%.

Access to the subject site is available off of Burnham Drive NW which is classified as a Minor Arterial. There are limited access locations or connecting roadways to Burnham Drive in the vicinity of the site. Thus most of the traffic along this portion of Burnham Drive NW is through traffic which naturally leads to regular spacing of vehicles. Regular spacing in vehicular traffic along a roadway helps assure cars turning onto or off of the road have opportunities to do so.

Analysis of any potential impacts on Burham Drive have not been considered as a specific land use proposal is not available at this time.

COMMUNITY MEETING NOTICE
PUBLISHED IN GATEWAY
ON MARCH 3, 2010

Public Meeting and Issue Forum

COMPREHENSIVE PLAN AMENDMENT

The City of Gig Harbor is considering changing the land use designation on a 10.14 acre property along Burnham Drive from Mixed Use to Employment Center. This is not a City sponsored or required meeting, but a meeting being hosted by the property owners; and all are invited to attend.

March 15, 2010 – Monday Evening – 6 to 7:30pm
Pierce County Library Community Room
Point Fosdick Drive

If you cannot attend, but would like to provide input on design ideas, please mail them to Carl Halsan of Halsan Frey LLC or email to him. His contact information:

Carl E. Halsan, P.O. Box 1447, Gig Harbor, WA 98335

PUBLIC OUTREACH PROGRAM

March 15, 2010

Gig Harbor Public Library

Display Ad in Peninsula Gateway ran on March 3rd, 2010 (page 4A)

Mailed Notice to adjacent property owners (of record) according to the Pierce County Assessor's office as of March 8, 2010. Mailing list included all parcels within 300' of the subject property or 2 parcels deep. List included 23 unique owners (many multiple parcel owners). Mailing dropped at Gig Harbor post office on March 8, 2010.

Meeting was attended by three (3) people. Prior to the meeting, emails were exchanged with questions from another neighbor. All from Avalon Woods

- 1) Rick Workman
- 2) Dick Dadisman
- 3) Jon Nichols
- 4) Dave Odell (email contact)

Issues raised:

In general, the group seems to prefer the certainty of the ED designation over the uncertainty of the MUD/RB-2; in particular the apartment possibility

- If the site is developed with light industry/warehousing (similar to Northharbor), they are worried about the noise from rooftop mechanical equipment, which bugs them a little bit now in that it seems to be running nearly 20 hours per day. Also, given the elevation of their homes and the site, they are worried about the unsightly looking equipment.
- Noise in general was a concern
- Lighting was a source of concern, particularly seeing so much light at night. Suggest lighting be lower to the ground, have the light source hidden and just have fewer lights
- They don't like that Northharbor has roads around back sides of buildings that kids can drive and "park" in. Would like subject site laid out differently
- Would like fencing installed on common property lines
- General concern about mass and scale, but would be okay if buildings were sited so that this was not so close to common line
- Like the idea of 50' buffer adjacent to common line with dense vegetation. We got there using the combination of zoning requiring 50' setbacks and Landscaping requiring setbacks to be landscaped.
- Some questions about possible creep of ED further south

Again, it seems like this group is okay with change if these questions can be answered and issues addressed.


Peninsula Light Co.
a mutual corporation

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

Attn: Jennifer Kester, Senior Planner

Re: Comp-10-003: 96th Street LLC Land Use Map Amendment

Dear Jennifer,

Peninsula Light Company has objected to this rezone at this time.
If you have any more question please contact Joseph Wilson @ 857-1580.

Thank you



Karen Duke
Engineer Technician
253-857-1546

March 22, 2010

To: Gig Harbor City Council

1. My name is Dick Dadisman and I reside at 4206 97th St Ct NW and am representing the Avalon Woods Residential Development.
2. We feel this application is inconsistent with the City's Comprehensive Plan and strongly recommend that the proposed 96th Street LLC Land Use Map Amendment not be forwarded to the Planning Commission and no further action taken on this proposal. Additionally, the current Mixed Use / RB-2 zoning should be retained for this parcel.
3. In the application, a Public Outreach Program document is included summarizing a public meeting held at the Library last week. The information contained in this document is fairly accurate but the conclusion reached is incorrect. The document states that the group that attended this meeting is okay with the change and that the group would prefer the certainty of the Employment District designation over the uncertainty of the Mixed Use designation. This conclusion is totally wrong. In fact, we prefer the current Mixed Use designation and do not want it changed to Employment Center.
4. As you are aware, this proposal is to change the land use designation of property located near 96th Street from its current Mixed Use designation to an Employment Center designation, a conversion to a more intense use. As noted in the proposal, this property is bordered on the west by a Mixed Use parcel, an Employment Center on the northwest, Low Residential on the northeast and east and Mixed Use on the south. The property that borders on the south is the RV Park and this Park is more residential in nature with some full time residents.
5. In the proposal the applicant states the purpose of this action is to accommodate development that is more compatible with surrounding projects which is not accurate. Additionally, the staff recommendation for this proposal is misleading because it states that this area has numerous Employment Center designation uses such as the ministorage, the Peninsula Light Substation and Northharbor Business Campus. This recommendation is inaccurate because the ministorage and utility substation are only conditionally permitted uses in the Employment Center designation which is identical to the current conditionally permitted uses of the Mixed Use / RB-2 zoning. What is missing in this description is the residential properties that border two-thirds of the parcel in question. This leaves the Business Campus as the only Employment Center designated property in the area. Additionally, the ministorage and utility substation are not part of this proposal.

6. In the proposal the applicant cites goals from the City Comprehensive Plan that support the application. But after only a cursory review of the Comprehensive Plan, I find that these same goals indicate why this proposal is not consistent with the Plan as it relates to the residential properties that surround the majority of the parcel.

a. Goal 2 - Land Use Element states:

- Protect the integrity of small planning areas, particularly residential neighborhoods, using transition land use areas.
- The integrity of the non-residential use should be compatible with the adjacent residential area.

This proposal does not meet either of these goals because no consideration is given for the existing residential areas nor is there a designated transitional land use area.

b. Goal 3 - Community Design states:

- Preserve existing trees and vegetation.

This proposal does not meet this goal because of the more intense development that comes with an Employment Center designation where 85% of the parcel can be impervious surfaces.

c. Goal 4 - Environmental Element states:

- Maintain a harmonious relationship between the natural environment and proposed future urban development.
- That developments do not have adverse noise impacts on residential areas, and urban residential areas must be protected from obnoxious or distracting noises, particularly during evening hours.

This proposal does not meet either of these goals and the residents in Avalon Woods already have noise issues with the current Northharbor Business Campus.

d. Goal 5 - Housing Element states:

- Retain multi-family structures near the fringe of established single family neighborhoods or in strategic locations where larger structures will not abruptly alter the single family character.

This proposal certainly does not meet this goal.

e. Goal 6 - Development Element states:

- Reuse older buildings, redevelop vacant properties, and revitalize older commercial and business districts.

This proposal does not meet this goal because there are no buildings on the property to reuse or revitalize, it is not part of an older commercial and business district, nor is there anything on this parcel to redevelop.

7. I would also like to direct your attention to Gig Harbor Municipal Code Section 17.30.10 that discusses the Mixed Use / RB-2 zoning that currently exists for this property. It states:

-this zoning is intended to serve as a transitional buffer between high intensity commercial areas and lower intensity residential areas.

This proposal completely disregards this zoning transitional buffer requirement for the current residential areas.

8. In addition, we have many specific objections to this proposal.

a. The Northharbor Business Campus is the only Employment Center designated property within this area and allowing expansion of this designation in this Mixed Use / Residential environment should not be permitted. Commercial, Business and Employment Center zoning areas currently exist a short distance away to the south in the Harborview area, to the north in the Gig Harbor North area and to the west along Bujacich Road. Activities such as what is being proposed should be clustered in these existing areas rather than creating new, small pockets of intense Employment Center zoning and development.

b. This proposal would not provide the necessary transition buffer area to existing residential properties. The existing Northharbor Business Park has approximately 150 feet of buffer from Avalon Woods properties and due to topography, sits approximately 50 feet below the Avalon Woods properties. These same buffer and elevation differences could not be created on the proposed property.

c. A minimal buffer from large Employment Center structures can not create the required transitional buffer area or visual screening from adjacent residential properties.

d. As stated in the proposal, the more intense Employment Center designation will result in a traffic increase of over 50% from the current designation.

e. Our residential development borders the Northharbor Business Campus without a transitional zoning buffer from our residential properties. Even with the large buffer and topographic relief that exist between the two uses, we still have issues with this Employment Center development.

(1) Light Pollution - Security lighting from the Business Campus shines into our yards and homes.

(2) Noise Pollution - We listen to mechanical equipment noises and vehicle back-up alarms at all hours of the day and night.

(3) Security - Last winter residents spotted prowlers in our neighborhood and suspect that these prowlers entered our neighborhood through the woods adjacent to the Business Campus. Because of this, we are pursuing a formal neighborhood watch program.

9. In closing, I'd like to again say that this application is not consistent with the City's Comprehensive Plan and we strongly recommend this proposal not be approved and the current Land Use Designation remain in place. Approval of this Comprehensive Land Use Amendment will not only impact our Quality of Life, but it will drastically and negatively affect the financial investments we have made in our properties and homes. So I'll leave you with a question; If this proposal is approved, who will reimburse us for the loss in value to our homes and properties?

Thank you for your time. I am available to answer any questions you may have.



Dick Dadisman
Avalon Woods
4206 97th St. Ct. NW
Gig Harbor, WA 98332
(253) 851-4003

Subject: 2010 Update of GHMC Title 15 - Buildings and Construction

Proposed Council Action: Approve the adoption of the updated GHMC Title 15 as presented.

Dept. Origin: Building/Fire Safety

Prepared by: D. Bower

For Agenda of: March 22, 2010

Exhibits: Title 15 updates

Initial & Date

Concurred by Mayor:

CLH 3/2/10

Approved by City Administrator:

RJK

Approved as to form by City Atty:

by e-mail

Approved by Finance Director:

DR 3/2/10

Approved by Department Head:

DB 02.25.10

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

On July 1, 2010 the triennial update to the State Building Code (SBC) will go into effect. In accordance with state law, all local jurisdictions with responsibility for enforcing the SBC must, at a minimum, adopt the updated SBC.

In this update, the State is adopting the 2009 editions of the *International Building, Residential, Fire, Mechanical, Fuel Gas and Existing Building Codes* promulgated by the International Code Council and the *Uniform Plumbing Code* promulgated by the International Assn. of Plumbing and Mechanical Officials, with particular state amendments.

In addition the state will be adopting some form of the WA State Energy Code (WSEC). The term "some form" is used because at this time updating of the energy code is questionable. The economic impacts to the construction industry of significant changes in energy efficiency standards approved by the State Building Code Council (SBCC), have been questioned. Two bills are currently under consideration that would require that the WSEC remain essentially unchanged until the impacts of increased energy efficiency standards can be further studied. A decision on this issue is expected prior to the July 1st implementation date.

Two significant changes for 2010 will be the repeal of the State Historic Building Code, and the State Ventilation and Indoor Air Quality codes. It was the consensus of the SBCC, local

regulators, and the public testimony at the hearings that these codes are no longer necessary because model code language provides superior guidance than that provided under the State codes.

At the local level two changes are proposed that should be noted. One, wording has been added to all of the model codes clarifying the time limitation on permit applications. Such language was inconsistent between the model codes in the past, and was generally unclear. New language has been added that clearly describes when and why an application expires, the procedure for requesting an extension, and for renewing an expired application.

Similarly, the language related to permit expiration after issuance has been clarified and coordinated between the model codes. In both cases, the code provides for 180 day extensions upon written request from the applicant/permittee as long as the request is received prior to the expiration date. No fee is charged for these extensions. And the language clarifies that when an expired permit is renewed, a fee equal to ½ the original permit fee is required as long as the permit has not been expired for longer than 1 year. A new permit must be applied for where an existing permit has been expired for over one year. The second substantive change to the administrative provisions is proposed language implementing the incident management and investigation fee that was approved by council under the 2009 fee resolution. Language has been added to the codes to clarify the authority to charge this cost recovery related fee.

Within the technical sections of the codes, language has been added to the building and fire codes clarifying where manual fire alarm boxes (pull stations) are required in buildings required to have fire alarm systems and clarifying requirements for where visible fire alarm notification appliances (strobes) are required to be installed in buildings having fire alarm systems.

With regard to the fire code, two substantive technical amendments are proposed. The first requires that all buildings be provided with emergency responder radio coverage (ERRC). This will improve responder safety by assuring that emergency responders working inside of a building have radio communications with personnel outside of the building. ERRC is included in the 2009 model fire code for the first time and is included in the retroactive requirements of Chapter 46. A local amendment provides for a January 1, 2015 due date for all buildings to assure compliance with ERRC requirements.

The second substantive change to the fire code includes the adoption of additional appendix chapters providing improved guidance on ERRC, hazard rankings of hazardous materials, and non-compliant conditions related to fire protection systems and assemblies.

FISCAL CONSIDERATION

There is no additional fiscal impact to the City in the adoption of this ordinance. Effects on the cost of construction related to local amendments are minimal.

BOARD OR COMMITTEE RECOMMENDATION

The City's Building Code Advisory Board met on January 28th to consider the update ordinance. The Board provided guidance resulting in a minor modification to the text that has

been incorporated into the draft accompanying this report. The Board also expressed some concern for the record with the imposition of the emergency response and investigation fee, believing that these services should be included in the taxes paid by the citizens for emergency services.

The Council Planning and Building Committee was presented with the update at their Feb. 1st meeting. No recommendation was made at that time

RECOMMENDATION / MOTION

Move to: Adopt the updated GHMC Title 15, Buildings and Construction as submitted.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDINGS AND CONSTRUCTION; ADOPTING THE 2009 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL EXISTING BUILDING CODE AND THE UNIFORM PLUMBING CODE BY REFERENCE; ADOPTING THE WASHINGTON STATE ENERGY CODE, THE WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE AND WASHINGTON STATE HISTORIC BUILDING CODE BY REFERENCE, AS WELL AS MAKING CERTAIN CLEAN-UP AMENDMENTS TO CHANGE THE TITLE OF THE CODE ENFORCEMENT OFFICER, UPDATE SECTION NUMBERS, DELETE REDUNDANT LANGUAGE, CORRECT TYPOGRAPHICAL ERRORS; CREATING NEW SECTIONS 15.02.050 FEES, 15.08.083 AMENDMENT TO IBC SECTION 901.1, 15.08.084 AMENDMENT TO IBC SECTION 907.2, 15.08.085 AMENDMENT TO IBC SECTION 907.5.2.3.2, , 15.08.086 AMENDMENT TO IBC SECTION 907.4, 15.08.087 AMENDMENT TO IBC SECTION 912.3.1, 15.08.095 AMENDMENT TO IBC SECTION 1612.3, 15.08.096 AMENDMENT TO IBC SECTION 3409.2 EXCEPTION 3, 15.12.020 AMENDMENT TO IMC SECTION 106.3.3, 15.12.026 AMENDMENT TO IMC SECTION 106.4.3, 15.12.028 AMENDMENT TO IMC 106.4.4, 15.16.015 AMENDMENT TO IFC SECTION 104.10, 15.16.043 AMENDMENT TO IFC SECTION 105.2.3, 15.16.045, AMENDMENT TO IFC SECTION 113, 15.16.145 AMENDMENT TO IFC SECTION 510, 15.16.147 AMENDMENT TO IFC SECTION 901.1, 15.16.170 AMENDMENT TO IFC SECTION 907.2, 15.16.172 AMENDMENT TO IFC SECTION 907.6.2.3.2, 15.16.174 AMENDMENT TO IFC SECTION 907.5, 15.16.176 AMENDMENT TO IFC SECTION 912.3.1, 15.16.200 AMENDMENT TO IFC CHAPTER 4603.6, 15.16.210 AMENDMENT TO IFC APPENDIX

**CHAPTER C, TABLE C105.1, 15.18.055
AMENDMENT TO IEBC SECTION 105, 15.22.045
AMENDMENT TO UPC SECTION 103; 15.16.186,
AMENDMENT TO IFC SECTION 4603.6;
AMENDING GIG HARBOR MUNICIPAL CODE
SECTIONS 15.06.020, 15.08.020 15.08.021,
15.08.030, 15.08.040, 15.08.041, 15.08.050,
15.08.060, 15.08.070, 15.08.080, 15.08.090,
15.10.020, 15.10.060, 15.12.020, 15.14.020,
15.14.030, 15.16.010, 15.16.040, 15.16.090,
15.16.120, 15.16.130, 15.16.150, 15.16.160,
15.16.162, 15.16.170, 15.16.180 15.16.190,
15.18.060, 15.18.062, 15.18.064 15.22.070;
PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Washington State Legislature adopted the state building code, to be effective in all counties and cities in Washington (RCW 19.27.031); and

WHEREAS, the state building code is comprised of a number of published codes, which are adopted by reference in the 2006 9 editions; and

WHEREAS, the City needs to adopt the 2006 9 editions locally, for enforcement purposes; and

WHEREAS, the City of Gig Harbor may adopt local amendments to the building code, consistent with chapter 19.27 RCW; and

Whereas, the City finds that the local amendments contained herein are desirable to protect the public;

Now, therefore:

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

Section 1. A new section 15.02.050 is added to the Gig Harbor Municipal Code to read as follows:

15.02.050 Fees.

15.02.050 Fees. A fee shall be paid for all appeals of administrative determinations to the Building Code Advisory Board. The amount of the fee shall be as specified in the City's currently adopted fee schedule.

Section 2. Section 15.06.020 of the Gig Harbor Municipal Code is amended as follows:

15.06.020 State building code adoption.

The following codes, together with the specifically identified appendices and the amendments in the Washington Administrative Code (WAC), ~~Second~~ Third Edition (dated ~~July 1, 2005~~ August 5, 2009) and as further amended in this title, are hereby adopted by reference:

A. The International Building Code, 2006 9 Edition, as published by the International Code Council, Inc., including Appendix J, and as amended pursuant to Chapter 51-50 WAC;

B. The International Residential Code, 2006 9 Edition, as published by the International Code Council, Inc., including Appendix Chapter G, as amended pursuant to Chapter 51-51 WAC;

C. The International Mechanical Code, 2006 9 Edition, as published by the International Code Council, Inc., including Appendix A, as amended pursuant to Chapter 51-52 WAC;

D. The International Fuel Gas Code, 2009 Edition as published by the International Code Council Inc. as amended pursuant to Chapter 51-53 WAC.

~~D~~ E. The International Fire Code, 2006 9 Edition, as published by the International Code Council, Inc., including ~~Chapter 46 and~~ Appendix Chapters B, C, F, I and J, as amended pursuant to Chapter 51-54 WAC;

~~E~~ F. The Uniform Plumbing Code, 2006 9 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended pursuant to Chapter 51-56 and 51-57 WAC ~~and the Uniform Plumbing Code Standards (including Appendices A, B and I to the Uniform Plumbing Code) as amended pursuant to Chapter 51-57 WAC; including Appendix Chapters A, B, and I.~~

~~F~~ G. The International Existing Building Code, 2006 9 Edition, as published by the International Code Council, Inc. including Appendix Chapter A;

~~G~~ H. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials;

~~H~~ I. The Washington State Energy Code as published by the Washington State Building Code Council, pursuant to Chapter 51-11 WAC;

~~I. The Washington State Ventilation and Indoor Air Quality Code as published by the Washington State Building Code Council, pursuant to Chapter 51-13 WAC; and~~

~~J. The Historic Building Code, as written by the Washington State Building Code Council, pursuant to Chapter 51-19 WAC.~~

Section 3. Chapter 15.08 of the Gig Harbor Municipal Code is amended to read as follows:

(A) Section 15.08.020 of the Gig Harbor Municipal Code is amended as follows:

15.08.020 Amendment to IBC Section 105

105.3.1 Action on application. The ~~building official~~ director shall review the application according to the procedures in GHMC 19.02.003, and shall issue the building permit within the deadline required by GHMC 19.05.009. If the application or the construction documents do not conform to the requirements of pertinent laws, the ~~building official~~ director shall deny such application in writing, stating the reasons therefor. If the ~~building official~~ director is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the ~~building official~~ director shall issue a permit therefor as soon as practicable.

105.3.2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-50 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-50 WAC and GHMC Title 15.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work

is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

(B) Section 15.08.021 of the Gig Harbor Municipal Code is amended as follows:

15.08.021 Amendment to IBC Section ~~406~~ 107.

Section ~~406~~ 107 of the IBC is amended as follows:

~~106.1 Submittal documents. Construction documents, statement of special inspections and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction where the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.~~

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report, and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the director is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

(C) Section 15.08.030 of the Gig Harbor Municipal Code is amended to read as follows:

15.08.030 Amendment to IBC Section ~~408~~ 109.

Section ~~408~~ 109 of the IBC is amended as follows:

~~408.4~~ 109.1 Payment of fees. A permit shall not be valid until the fees adopted by the City in a resolution for this purpose have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

~~408.2~~ 109.2 Schedule of permit fees. On buildings, structures, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required in accordance with the resolution adopted by the City for this purpose under Chapter 3.40 GHMC.

~~408.3~~ 109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials, labor, normal site preparation, architectural and design fees, overhead and profit, for which the permit is being issued, including such work as gas, mechanical, plumbing, equipment and permanent systems. If, in the opinion of the ~~building official/fire marshal~~ director of building and fire safety the valuation is underestimated on the application, the valuation shall be recalculated based on the valuation as determined using the square foot construction costs adopted by the City as Table 1-2 in the fee resolution, unless the applicant can show detailed estimates to meet the approval of the ~~building official~~ director. Final building permit valuation shall be set by the ~~building official/fire marshal~~ director.

~~408.4~~ 109.4 Work commencing before permit issuance. Any person who commences work on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee established by City resolution that shall be in addition to the required permit fees.

~~408.5~~ 109.5 Related fees. The payment of a fee for the construction, alteration, removal or demolition of work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

~~408.6~~ 109.6 Refunds. The ~~building official/fire marshal~~ director may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The ~~building official/fire marshal~~ director may also authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The ~~building official/fire marshal~~ director may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The ~~building official/fire marshal~~ director shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

109.7 Incident management and investigation fee. A fee as prescribed under the City's fee schedule shall be charged for management and investigation of emergency incidents involving structural damage, fires, or other public health and safety threats. The fee shall be payable by the property owner upon receipt of an invoice from the City for such services.

(D) Section 15.08.040 of the Gig Harbor Municipal Code is amended as follows:

15.08.040 Amendment to IBC Section ~~409~~ 110.

Section ~~409~~ 110 of the IBC is amended as follows:

~~409.7~~ 110.7 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when the work for which the inspection is requested is not complete or when corrections noted on previous inspection are not made.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with code requirements, but rather that fees are intended as a means of controlling the practice of calling for inspections before the job is ready for inspection or reinspection.

Reinspection fees may also be assessed when the inspection record card is not available on the work site, the approved plans are not readily available to the inspector, for failure to provide access for the inspection or for deviating from plans requiring the approval of the ~~building official/fire marshal~~ director.

(E) Section 15.08.041 of the Gig Harbor Municipal Code is amended as follows:

15.08.041 Amendment to IBC Section ~~409.3.8~~ 110.3.8.

Section ~~409.3.8~~ 110.3.8 of the IBC is amended as follows:

~~409.3.8~~ 110.3.8 Other inspections. In addition to the inspections specified above, the ~~building official/fire marshal~~ director is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the ~~department of building safety~~ building and fire safety department.

(F) Section 15.08.050 of the Gig Harbor Municipal Code is amended as follows:

15.08.050 Amendment to IBC Section ~~440~~ 111

Section ~~440~~ 111 of the IBC is amended as follows:

~~440.4~~ 111.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the ~~building official~~ director has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation or the provisions of this code or of other ordinances of the jurisdiction.

Upon completion of the inspection required by EHB 1848 by a qualified inspector, the qualified inspector shall prepare and submit to the director a signed letter certifying that the building enclosure has been inspected during the course of construction or rehabilitative construction and that it has been constructed or reconstructed in substantial compliance with the building enclosure design documents, as updated pursuant to Section 3 of EHB 1848. The Building and Fire Safety Department shall not issue a final certificate of occupancy or other equivalent final acceptance until the letter required by this section has been submitted. The Building and Fire Safety Department and or director is not charged with and has no responsibility for determining whether the building enclosure inspection is adequate or appropriate to satisfy the requirements of EHB 1848.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2

~~440.2~~ 111.2 Certificate issued. After payment of the fee established in the City's fee resolution, and after the ~~building official~~ director inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the ~~division of fire and building safety~~ building and fire safety department the ~~building official~~ director shall issue a certificate of occupancy that contains the following:

1. The building permit number (if applicable)
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the ~~building official~~ director.
7. The edition of the code under which the certificate was issued.
8. The use and occupancy in accordance with Chapter 3 ~~of the IBC~~.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler or fire alarm system is provided, whether the sprinkler or fire alarm system is required.
12. Any special stipulations and conditions of issuance of the certificate.

~~440.3~~ 111.3 Temporary occupancy. Upon payment of a fee as set forth in the City's fee resolution, the director is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The director shall set a time period during which the temporary certificate of occupancy is valid.

~~440.4~~ 111.4 Revocation. The ~~building official/fire marshal~~ director is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code whenever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

~~440.5~~ 111.5 Maintenance of certificate of occupancy. The certificate of occupancy issued under the provisions of this section shall be maintained on the premises at all times. The certificate shall be made available for inspection at the request of the ~~building official/fire marshal~~ director upon request.

(G) Section 15.08.060 of the Gig Harbor Municipal Code is amended as follows:

15.08.060 Amendment to IBC Section ~~442.4~~ 113.1

Section ~~442.4~~ 113.1 of the IBC is amended as follows:

~~442.4~~ 113.1 General. The Building Code Advisory Board shall hear and decide those appeals and interpretations described in Chapter 15.02 GHMC.

(H) Section 15.08.070 of the Gig Harbor Municipal Code is amended as follows:

15.08.070 Amendment to IBC Section 413 114.

Section 413 114 of the IBC is ~~repealed~~ deleted. A new section 413 114 is hereby added to the IBC, which shall read as follows:

413 114. Enforcement. Enforcement of violations of this code shall proceed as set forth in Chapter 15.24 GHMC.

(I) Section 15.08.080 of the Gig Harbor Municipal Code is amended as follows:

15.08.080 Amendment to IBC Section 414 115.

Section 414 115 of the IBC is deleted and a new section 115 is added to the IBC, which shall read:

115. Stop work orders. Enforcement of violations of this code, including the issuance of stop work orders, shall proceed as set forth in Chapter 15.24 GHMC.

(J) A new section 15.08.083 is added to the Gig Harbor Municipal Code to read as follows:

15.08.083 Amendment to IBC Section 901.1.

Section 901.1 of the IBC is amended to read as follows:

901.1 Scope. The provisions of this chapter shall specify where fire protection systems are required and shall apply to the design, installation and operation of fire protection systems. For the purposes of this chapter the term fire chief refers to the City of Gig Harbor director of building and fire safety.

(K) A new section 15.08.084 is added to the Gig Harbor Municipal Code to read as follows:

15.08.084 Amendment to IBC Section 907.2.

Section 907.2 of the IBC is amended as follows:

907.2 Where required – new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers a single alarm box shall be installed not more than 5 feet from the entrance to each required exit..

(L) A new section 15.08.085 is added to the Gig Harbor Municipal Code to read as follows:

15.08.085 Amendment to IBC Section 907.5.2.3.2

Section 907.5.2.3.2 of the IBC is amended as follows:

907.5.2.3.2 Employee work areas. Visible alarm notification appliances shall be provided in all employee work areas.

(M) A new section 15.08.086 is added to the Gig Harbor Municipal Code to read as follows:

15.08.086 Amendment to IBC Section 907.4

Section 907.4 of the IBC is amended as follows:

907.4 Initiating devices. Where manual or automatic alarm initiation is required as part of a fire alarm system, the initiating devices shall be addressable and shall be installed in accordance with Sections 907.4.1 through 907.4.3.

(N) A new section 15.08.087 is added to the Gig Harbor Municipal Code to read as follows:

15.08.087 Amendment to IBC Section 912.3.1

Section 912.3.1 of the IBC is amended as follows:

912.3.1 Locking fire department connection caps. Approved locking caps shall be provided on fire department connections for water-based fire protection systems.

(O) Section 15.08.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.08.090 Amendment to IBC Section 1011.1

Section 1011.1 of the IBC is amended as follows:

1011.1 Where required. Exit and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

Exceptions:

- ~~1. Exit signs are not required in rooms or areas that require only one exit or exit access.~~
- ~~2~~ 1. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.
- ~~3~~ 2. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 and R-3.
- ~~4~~ 3. Exit signs are not required in sleeping areas in occupancies in Group I-3.
- ~~5~~ 4. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

(P) A new section 15.08.095 is added to the Gig Harbor Municipal Code to read as follows:

15.08.095 Amendment to IBC Section 1612.3

Section 1612.3 of the IBC is amended as follows:

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the City of Gig Harbor has adopted the Federal Emergency Management Agency Flood Insurance Study and Flood Insurance Rate Map under Title 18.10 of the Gig Harbor Municipal Code. The referenced study, map and supporting data are hereby adopted by reference and declared to be part of this section.

(Q) A new section 15.08.096 is added to the Gig Harbor Municipal Code to read as follows:

15.08.096 Amendment to IBC Section 3409.2, Exception 3

Section 3409.2, Exception 3 of the IBC is amended as follows:

3. Designated as historic under an approved state or local preservation program.

Section 4. Chapter 15.10 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) The references in Gig Harbor Municipal Code Section 15.10.020 to IRC Section R105.2 are revised to read IRC Section R105.1.

(B) Section 15.10.020 is amended to correct the number sequencing in Section R105 and to amend Section R105 as follows:

R105.3.2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-51 WAC occurs after expiration, application for a new permit must be submitted with new construction documents

demonstrating compliance with the appropriate code provisions as enumerated in 51-51 WAC and GHMC Title 15.

R 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The building official director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

(C) Section 15.10.060 of the Gig Harbor Municipal Code is amended as follows:

1. The title of this section is amended by changing the reference to IRC Section R142.4 R112.

2. Subsection R112.1.(2.3) is amended as follows:

R112.2.(2.3) Designated as historic under an approved state or local historic preservation program ~~that is approved by the Department of the Interior.~~

Section 5. Chapter 15.12 of the Gig Harbor Municipal Code is amended as follows:

(A) Section 15.12.020 of the Gig Harbor Municipal Code is hereby amended by correcting the reference to Section 105.2 to read 108.2.

(B) A new section 15.12.024 is added to the Gig Harbor Municipal Code to read:

15.12.024 Amendment to IMC Section 106.3.3

Section 106.3.3 is amended to read as follows:

Section 106.3.3 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is

authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-52 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-52 WAC and GHMC Title 15.

Any permit application that has been approved by the director but for whatever reason has not been issued prior to an update in code editions in accordance with Chapter 51-52 WAC shall expire upon the effective date of the code change. Application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-52 WAC and GHMC Title 15.

read: (C) A new section 15.12.026 is added to the Gig Harbor Municipal Code to

15.12.026 Amendment to IMC Section 106.4.3

Section 106.4.3 is amended to read as follows:

106.4.3 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The ~~building official~~ director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

read: (D) A new section 15.12.028 is added to the Gig Harbor Municipal Code to

15.12.028 Amendment to IMC Section 106.4.4

Section 106.4.4 is amended to delete the reference to a permit extension fee in the last paragraph of the section.

Section 6. Chapter 15.14 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) Section 15.14.020 of the Gig Harbor Municipal Code is amended as follows:

15.14.020 Amendment to IFGC Section ~~406.5~~ 106

106.3.2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-53 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-53 WAC and GHMC Title 15.

106.5.3 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

Section 406-5 106.6 of the IFGC is amended as follows:

~~406.5~~ 106.6 Fees. A permit shall not be issued until the fees prescribed in Section ~~106.5~~ 6.2 have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to an increase of the installation has been paid.

~~406.5.1~~ 106.6.1 Work commencing before permit issuance. Any person who commences work on an installation before obtaining the necessary permit shall be subject to a fee as set forth in the City's fee resolution, in addition to the permit fees.

~~406.5.2~~ 106.6.2 Fee schedule. The fees for work shall be as indicated in the City's fee resolution.

~~406.5.3~~ 106.6.3 Fee Refunds. The ~~building official~~ director may authorize the refunding of fees as follows:

(B) Section 15.14.030 of the Gig Harbor Municipal Code is amended as follows:

15.14.030 Amendment to IFGC Section 107.2

~~107.2 Testing. Installations shall be tested as required in this code and in accordance with Sections and in accordance with Sections 107.2.1 through 107.2.3. Tests shall be made by the permit holder and observed by the code official.~~

107.2 Required inspections and testing. The code official is authorized to conduct such inspections as are deemed necessary to determine compliance with the provisions of this code. Construction or work for which a permit is required shall be subject to inspection by the director, and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

~~107.2.4~~ 107.2.6 Reinspection Fee. A reinspection fee may be assessed for each inspection or reinspection when the work for which the inspection is requested is not complete or when corrections noted on previous

inspections are not made.

Section 7. Chapter 15.16 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) Section 15.16.010 of the Gig Harbor Municipal Code is amended as follows:

15.16.010 Amendment to IFC Section ~~402.5~~ 102.6

~~402.5~~ 102.6 of the IFC is amended as follows:

~~102.5~~ 6 Historic Buildings. The construction, alteration, repair, enlargement, restoration, relocation or movement of buildings or structures that are designated as historic buildings when such buildings or structures do not constitute a distinct hazard to life or property shall be in accordance with the provisions of the International Existing Building Code adopted under Chapter 15.18 GHMC and the Washington State Historic Building Code adopted under GHMC 15.06.020.

(B) A new section 15.16.015 is added to the Gig Harbor Municipal Code to read as follows:

15.16.015 Amendment to IFC Section 104.10

Section 104.10 of the IFC is amended as follows:

104.10 Fire Incident Investigations. The fire code official, the fire department or other responsible authority shall have the authority to investigate the cause, origin, and circumstances of any fire, explosion or other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

104.10.1 Assistance from other agencies. Police and other enforcement agencies shall have authority to render necessary assistance in the investigation of fires when requested to do so.

104.10.2 Incident investigation fees. A fee shall be collected for response to and investigation of fires, explosions, or other hazardous conditions resulting from emergency incidents. The fee shall be as stipulated in the City's fee resolution.

(C) Section 15.16.040 of the Gig Harbor Municipal Code is amended by changing the references to IFC Section 106.4 to read IFC Section 106.2.3.

(D) A new section 15.16.043 is added to the Gig Harbor Municipal Code to read as follows:

15.16.043 Amendment to IFC Section 105.2.3

Section 105.2.3 of the IFC is amended as follows:

105.2.3 Time limit on application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the fire code official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-54 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-54 WAC and GHMC Title 15.

(E) A new section 15.16.045 is added to the Gig Harbor Municipal Code to read as follows:

15.16.045 Amendment to IFC Section 113.

Section 113 of the IFC is amended to read as follows:

113.2 Schedule of permit fees. A fee for each permit shall be paid as required in accordance with the schedule as established by ~~the applicable governing authority~~ the City's fee resolution.

113.3 Work commencing before permit issuance. Any person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to an additional fee established by ~~the applicable governing authority~~, City's fee resolution which shall be in addition to the required permit fee.

113.5 Refunds. The applicable governing authority is authorized to establish a refund policy. The director may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The director may also authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The director may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The director shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

113.6 Incident management and investigation fee. A fee as prescribed under the City's fee schedule shall be charged for management and investigation of emergency incidents involving structural damage, fires, or other public health and safety threats. The fee shall be payable by the property owner upon receipt of an invoice from the City for such services.

(F) Section 15.16.090 of the Gig Harbor Municipal Code is amended as follows:

15.16.090 Amendment to IFC Section 503.2.3

Section 503.2.3 of the IFC is amended as follows:

503.2.3 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.7 8. designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

Where storm vaults and other underground structures are located under fire apparatus access roads, the location of such structures shall be clearly marked on the roadway surface in an approved manner.

(G) Section 15.16.120 of the Gig Harbor Municipal Code is amended as follows:

15.16.120 Amendment to IFC Section ~~508.1~~ 507.1

Section ~~508.1~~ 507.1 of the IFC is amended as follows:

~~508.4~~ 507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

~~508.1.1~~ 507.1.1 Private property easements. When water is provided to private property from facilities located in the public right of way, but such water facilities must cross private property owned by third parties, the property owner shall obtain, at his/her own expense, easements(s) granting access to the City of Gig Harbor, allowing the city access for installation, repair and maintenance of the fire flow system. The form of the easement shall be approved by the City Attorney and recorded against the property at the property owner's expense.

~~Section 508.1.2~~ 507.1.2 Certificate of water availability. Prior to approval of plans for new developments, the applicant shall submit a certificate of water availability from the water purveyor, if other than the City of Gig Harbor, certifying the purveyors ability and intention to provide the required fire flow at the site.

~~Section 508.1.3~~ 507.1.3 Water system plan approval. Plans and specifications for new, revised or extended water systems providing fire protection water supply shall be approved in writing by the fire code official.

~~Section 508.1.4~~ 507.1.4 Prior to final approval of a development's water system, two copies of the "as-built" drawings shall be filed with the Gig Harbor Community Development Public Works Department.

(H) Section 15.16.130 of the Gig Harbor Municipal Code is amended as follows:

15.16.130 Amendment to IFC Section ~~508.5~~ 507.5

Section ~~508.5~~ 507.5 of the IFC is amended as follows:

~~508.5~~ 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections ~~508.5.4~~ 507.5.1 through ~~508.5.6~~ 507.5.6.

~~508.5.4~~ 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the building official/fire marshal. Fire hydrant locations shall be marked with a stake,

flagging or other approved means by a land surveyor registered by the State of Washington, and the locations approved prior to installation. Fire hydrant systems shall be installed, tested and approved prior to beginning combustible construction.

Exceptions:

1. For group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 the distance requirement shall be 600 feet.

~~508.5.2~~ 507.5.2 Inspection, testing and maintenance. Newly installed fire hydrants shall be flow tested by an approved testing agency in the presence of the building official/fire marshal or designee, to verify the systems ability to provide the required fire flow prior to final approval. Fire hydrant systems shall be subject to periodic tests as required by the building official/fire marshal. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations and servicing shall comply with approved standards.

~~508.5.7~~ 507.5.7 Type of hydrant. Standard hydrants shall have not less than five inch main valve openings with two, two and one-half inch outlets and one, four and one-half inch outlet. Hydrants shall comply with City of Gig Harbor public works standards. All four and one-half inch outlets shall be equipped with five inch Storz fittings.

~~508.5.8~~ 507.5.8 Fire hydrant system installations. Hydrant systems shall be installed in accordance with City of Gig Harbor Public Works Standards and NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances. Hydrants shall stand plumb and be set to finished grade. The bottom of the lowest outlet shall be no less than 18 inches above the finished grade and the bottom of the ground flange shall be no less than 1" above finished grade. The five inch Storz fitting shall face the roadway.

~~508.5.9~~ 507.5.9 Backflow prevention. When required by the fire ~~marshal/building official~~ water purveyor, private fire hydrant systems shall be separated from the public water system with an approved detector check valve installed in accordance with the manufacturer's installation instructions and ~~City of Gig Harbor Public Works Standards~~ purveyors standards.

(I) A new section 15.16.145 is added to the Gig Harbor Municipal Code to read as follows:

15.16.145 Amendment to IFC Section 510

Section 510 of the IFC is amended by the addition of new subsection 510.4 to read as follows:

510.4 Application to existing buildings. Emergency responder radio coverage shall be provided as prescribed in this code in all existing buildings by January 1, 2015. All buildings annexed into the City shall have emergency responder radio coverage within 5 years of the effective date of annexation.

(J) A new section 15.16.147 is added to the Gig Harbor Municipal Code to read as follows:

15.16.147 Amendment to IFC Section 901.1.

Section 901.1 of the IBC is amended as follows:

901.1 Scope. The provisions of this chapter shall specify where fire protection systems are required and shall apply to the design, installation and operation of fire protection systems. For the purposes of this chapter the term fire chief refers to the City of Gig Harbor director of building and fire safety.

(K) Section 15.16.150 of the Gig Harbor Municipal Code is amended as follows:

15.16.150 Amendment to IFC Section 902.1.

Section 902.1 of the IFC is amended as follows:

902.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein:

SUBSTANTIAL REMODEL/RENOVATION. A building or structure undergoes substantial remodel/renovation when the value of the construction exceeds ~~sixty~~ fifty percent of the building valuation determined by the most recent Pierce County Assessors Office assessment.

(L) Section 15.16.160 of the Gig Harbor Municipal Code is amended as follows:

15.16.160 Amendment to IFC Section 903.2.

Section ~~903.2.7~~ 903.2 of the IFC is amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

~~903.2.7~~ 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Group R-3 occupancies are subject to the requirements of the International Residential Code.

~~903.2.7.8.4~~ 903.2.7.8.1 Application to existing structures. Automatic sprinklers shall be installed, tested and approved:

1. Whenever an existing building containing a Group R fire area is being substantially remodeled or renovated.
2. Whenever an existing building containing a Group R fire area incurs fire damage requiring repairs meeting the definition of substantial remodel/renovation.
3. In all existing hotels and motels annexed into the City of Gig Harbor within five years of the effective date of the annexation.

(M) Section 15.16.170 of the Gig Harbor Municipal Code is repealed and a new section 15.16.170 adopted to read as follows:

15.16.170 Amendment to IFC Section 907.2

IFC Section 907.2 is amended as follows:

907.2 Where required – new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers a single alarm box shall be installed not more than 5 feet from the entrance to each required exit..

(N) A new section 15.16.172 is added to the Gig Harbor Municipal Code to read as follows:

15.16.172 Amendment to IFC Section 907.6.2.3.2

Section 907.6.2.3.2 of the IBC is amended as follows:

907.6.2.3.2 Employee work areas. Visible alarm notification appliances shall be provided in all employee work areas.

(O) A new section 15.16.174 is added to the Gig Harbor Municipal Code to read as follows:

15.16.174 Amendment to IFC Section 907.5

Section 907.5 of the IFC is amended to read as follows:

907.5 Initiating devices. Where manual or automatic alarm initiation is required as part of a fire alarm system, the initiating devices shall be addressable and shall be installed in accordance with Sections 907.4.1 through 907.4.3.

(P) A new section 15.16.176 is added to the Gig Harbor Municipal Code to read as follows:

15.16.176 Amendment to IFC Section 912.3.1

Section 912.3.1 of the IFC is amended to read as follows:

912.3.1 Locking fire department connection caps. Approved locking caps shall be provided on fire department connections for water-based fire protection systems.

(Q) Section 15.16.180 of the Gig Harbor Municipal Code is amended as follows:

15.16.180 Amendment to IFC Section 1011.1

Section 1011.1 of the IFC is amended as follows:

1011.1 Where required. Exit and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. ~~Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants.~~ Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

Exceptions:

- ~~1. Exit signs are not required in rooms or areas that require only one exit or exit access.~~
- ~~2~~ 1. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.
- ~~3~~ 2. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 and R-3.
- ~~4~~ 3. Exit signs are not required in sleeping areas in occupancies in Group I-3.
- ~~5~~ 4. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

(R) Section 15.16.190 of the Gig Harbor Municipal Code is amended as follows:

15.16.190 Amendment to IFC Chapter 46 45.

IFC Chapter 46 45 is amended to read as follows:

Chapter 46 45

MARINAS

Section 4604 4501

~~Section 4601.1~~ 4501.1 Scope. Marina facilities shall be in accordance with this chapter.

~~4601.1.4~~ 4501.1.1 Plans and approvals. Plans for marina fire-protection facilities shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.

~~4601.1.2~~ 4501.1.2 Permits. Permits are required to use open flame devices for maintenance or repair on vessels, floats, piers or wharves.

~~Section 4602~~ 4502
Definitions

~~Section 4602.1~~ 4502.1 Definitions. The following words and terms shall, for the purpose of this chapter and as used elsewhere in this code, have the meanings shown herein.

COVERED BOAT MOORAGE is a pier or system of floating or fixed access ways to which vessels on water may be secured and any portion of which are covered by a roof.

DRAFT CURTAIN is a structure arranged to limit the spread of smoke and heat along the underside of the ceiling or roof.

FLOAT is a floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes.

GRAVITY-OPERATED DROP OUT VENTS are automatic smoke and heat vents containing heat-sensitive glazing designed to shrink and drop out of the vent openings when exposed to fire.

MARINA is any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structures or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.

PIER is a structure built over the water, supported by pillars or piles, and used as a landing place, pleasure pavilion or similar purpose.

VESSEL is watercraft of any type, other than seaplanes on the water, used or capable of being used as a means of transportation. Included in this definition are non-transportation vessels such as houseboats and bathhouses.

WHARF is a structure or bulkhead constructed of wood, stone, concrete or similar material built at the shore of a harbor, lake or river for vessels to lie alongside of, and piers or floats to be anchored to.

Section 4603 4503
General Precautions

4603.1 4503.1 Combustible Debris. Combustible debris and rubbish shall not be deposited or accumulated on land beneath marina structures, piers or wharves.

4603.2 4503.2 Sources of Ignition. The use of open flame devices for lighting or decoration on the exterior of a vessel, float, pier or wharf shall have the prior approval of the building official/fire marshal.

4603.3 4503.3 Flammable or Combustible Liquid Spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities.

4603.4 4503.4 Rubbish Containers. Containers with tight-fitting or self-closing lids shall be provided for the temporary storage of combustible trash or rubbish.

4603.5 4503.5 Electrical Equipment. Electrical equipment shall be installed and used in accordance with its listing and Section 605 of the IFC as required for wet, damp and hazardous locations.

4603.6 4503.6 Slip Identification. Slips and mooring spaces shall be individually identified by an approved numeric or alphabetic designator. Space designators shall be posted at the space. Signs indicating the space designators located on finger piers and floats shall be posted at the base of all piers, finger piers, floats, and finger floats.

4603.6.1 4503.6.1 Application to existing marinas. Slip identification designators shall be installed in all existing marinas within the City's jurisdiction on or before January 1, 2014. All marinas annexed into the City shall have slip identification designators installed within 5 years of the effective date of annexation.

Section 4604 4504
FIRE-PROTECTION

4604.1 4504.1 General. Marinas, piers, wharves, floats with facilities for mooring or servicing five or more vessels, and marine motor vehicle fuel-dispensing stations shall be equipped with fire-protection equipment in accordance with Section 4604.

4604.2 4504.2 Standpipes. Marinas shall be equipped throughout with Class I manual, dry standpipe systems in accordance with NFPA 303. Systems shall be provided with outlets located such that no point on the marina pier or float system exceeds 150 feet from a standpipe outlet.

4604.2.1 4504.2.1 Application to existing marinas. Class 1 manual, dry standpipes in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas

annexed into the City shall have class one manual, dry standpipes installed within 5 years of the effective date of annexation.

4604.2.1 4504.2.2 Identification of standpipe outlets. Standpipe outlet locations shall be clearly identified by a flag or other approved means designed to be readily visible from the pier accessing the float system.

4604.3 4504.3 Access and Water Supply. Piers and wharves shall be provided with fire apparatus access roads and water-supply systems with on-site fire hydrants when required by the fire code official. At least one fire hydrant capable of providing the required fire flow shall be provided within an approved distance of standpipe supply connections.

4604.4 4504.4 Portable Fire Extinguishers. One 4A:40BC fire extinguisher shall be provided at each standpipe outlet. Additional fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with Section 906.

4604.5 4504.5 Communications. A telephone not requiring a coin to operate or other approved, clearly identified means to notify the fire department shall be provided on the site in a location approved by the code official.

4604.6 4504.6 Equipment staging areas. Space shall be provided on all float systems for the staging of emergency equipment. Staging areas shall provide a minimum of 4 feet wide by 10 feet long clear area exclusive of walkways and shall be located at each standpipe outlet. Staging areas shall be provided with barriers having a minimum height of 4 inches and a maximum space between the bottom barrier edge and surface of the staging area of 2 inches on the outboard sides to prevent loss of equipment overboard. A sign reading "Fire Equipment Staging Area- Keep Clear" shall be provided at each staging area to prevent obstruction.

4604.7 4504.7 Smoke and heat vents. Approved automatic smoke and heat vents shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area, excluding roof overhangs.

Exception: Smoke and heat vents are not required in areas protected by automatic sprinklers.

4604.7.1 4504.7.1 Application to existing marinas. Smoke and heat vents in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas annexed into the City shall have smoke and heat vents installed within 5 years of the effective date of annexation.

4604.7.2 4504.7.2 Design and installation. Where smoke and heat vents are required they shall be installed near the roof peak, evenly distributed and arranged so that at least one vent is over each covered berth. The effective vent area shall be calculated using a ratio of one square foot of

vent to every fifteen square feet of covered berth area (1:15). Each vent shall provide a minimum opening size of 4 ft. x 4 ft.

~~4604.7.2.1~~ 4504.7.2.1 Smoke and heat vents. Smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at ~~between~~ 100°F (56°C) above ambient.

Exception: Gravity-operated drip drop out vents.

~~4604.7.2.2~~ 4504.7.2.2 Gravity-operated drop out vents. Gravity-operated drop out vents shall fully open within 5 minutes after the vent cavity is exposed to a simulated fire represented by a time-temperature gradient that reaches an air temperature of 500°F (260°C) within 5 minutes.

~~4604.8~~ 4504.8 Draft curtains. Draft curtains shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area excluding roof overhangs.

Exception: Draft curtains are not required in areas protected by automatic sprinklers.

~~4604.8.~~ 4504.8.1 Application to existing marinas. Draft curtains in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas annexed into the City shall have draft curtains installed within 5 years of the effective date of annexation.

~~4604.8.1~~ 4504.8.2 Draft curtain construction. Draft curtains shall be constructed of sheet metal, gypsum board or other approved materials that provide equivalent performance to resist the passage of smoke. Joints and connections shall be smoke tight.

~~4604.8.2~~ 4504.8.3 Draft curtain location and depth. The maximum area protected by draft curtains shall not exceed 2,000 square feet (186 m²) or two slips or berths, whichever is smaller. Draft curtains shall not extend past the piling line. Draft curtains shall have a minimum depth of 4 feet and shall not extend closer than 8 feet (2438 mm) to the walking surface of the pier

Section ~~4607~~ 4507
MARINE MOTOR VEHICLE FUEL-DISPENSING STATIONS

~~4607.1~~ 4507.1 Fuel-Dispensing. Marine motor vehicle fuel-dispensing stations shall be in accordance with IFC Chapter 22.

(S) A new section 15.16.200 is added to the Gig Harbor Municipal Code to read as follows:

15.16.200 Amendment to IFC Chapter 4603.6

Section 4603.6 of the IFC is amended as follows:

4603.6 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code.

Occupancies subject to section 4603.6 and annexed into the City of Gig Harbor shall have smoke alarms installed in accordance with this section within five years of the date of annexation.

(T) A new section 15.16.210 is added to the Gig Harbor Municipal Code to read as follows:

15.16.210 Amendment to IFC Appendix Chapter C, Table C105.1

Appendix C, Table 105.1 is amended by the addition of a new footnote "f" to read:

f. When the fire flow determined under Appendix Ch. B falls between the fire flow requirements specified in the first column of Table C105.1 the flow shall be rounded up to the next closest prescribed flow.

Section 8. Chapter 15.18 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) A new section 15.18.055 is added to the Gig Harbor Municipal Code to read as follows:

15.18.055 Amendment to IEBC 105.

Section 105 is amended as follows:

105.3.2 Time limit on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the code official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-50 WAC occurs after expiration, application

for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-50 WAC and GHMC Title 15.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

(B) Section 15.18.060 of the Gig Harbor Municipal Code is amended as follows.

15.18.060 Amendment to IEBC Section 108.

Section 108 of the IEBC is amended as follows:

108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials, labor, normal site preparation, architectural and design fees, overhead and profit, for which the permit is being issued, such as gas, mechanical, plumbing equipment and permanent systems.

If in the opinion of the ~~building official~~ director, the valuation is underestimated on the application, the valuation shall be based on the valuation as determined using the most current Table 1-2, Square Foot Construction Costs contained in the ~~Building Valuation Data published by the International Code Council~~ City's fee resolution unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

(C) Section 15.18.062 of the Gig Harbor Municipal Code is amended as follows:

15.18.062 Amendment to IEBC Section 307.5.

Section 307.5 of the IEBC is amended as follows:

307.5 Energy. Buildings undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy shall comply with the *International Energy Conservation Code* Washington State Energy Code.

(D) Section 15.18.064 of the Gig Harbor Municipal Code is amended as follows.

15.18.064 Amendment to IEBC Section 308.2.

Section 308.2 of the IEBC is amended as follows:

Exception: Historic buildings that are:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places;
2. Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

Section 9. Chapter 15.22 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) A new section 15.22.045 is hereby added to the GHMC to read as follows

15.22.045 Amendment to UPC Section 103.

Section 103 of the UPC is amended as follows:

103.3.4 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work

is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

103.4.3 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-56 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-56 WAC and GHMC Title 15.

(B) Section 15.22.070 of the Gig Harbor Municipal Code is amended by changing the definition of Authority Having Jurisdiction in Section 203.0 of the UPC to read:

Authority Having Jurisdiction – The ~~building official/fire marshal~~ building/fire safety director of the City of Gig Harbor shall be the Authority Having Jurisdiction for the purposes of this code. This definition shall include the Authority Having Jurisdiction's duly authorized representative.

Section 10. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 11. Copies of Codes Filed with City Clerk. Pursuant to RCW 35A.12.140, copies of all of the codes adopted by reference in this Ordinance

have been filed with the City Clerk for use and examination by the public prior to adoption.

Section 12. 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 ----th day of -----, 2010.

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: _____
ANGELA BELBECK

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

Subject: First Reading of an Ordinance Establishing a Process for Street Latecomer Agreements

Proposed Council Action:

Move to: Review an Ordinance of the City Council relating to the establishment of a process for Street Latecomer Agreements; adding Chapter 12.20 "Latecomer Agreements for Street Improvements" to the Gig Harbor Municipal Code, and consider approval at second reading.

Dept. Origin: Public Works/Engineering

Prepared by: Rob Karlinsey, City Administrator
Emily Appleton, Senior Engineer

For Agenda of: March 22, 2010

Exhibits: Ordinance to Adopt Chapter 12.20 "Latecomer Agreements for Street Improvements", Memo dated February 26, 2010 with attachments

Initial & Date

Concurred by Mayor:

Approved by City Administrator: ROK 3/16/10

Approved as to form by City Atty: approved via email 3/8/10

Approved by Finance Director: [Signature] 3/16

Approved by Department Head: [Signature] 3/16/10

Expenditure Required	N/A	Amount Budgeted	N/A	Appropriation Required	N/A
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INFORMATION / BACKGROUND

The enclosed ordinance adopts a new Gig Harbor Municipal Code chapter that sets up an application process and identifies criteria for approval of Latecomer Agreements for Street Improvements. The proposed code section is summarized below:

- \$300,000 or greater cost of improvements.
- 15 year reimbursement period.
- The applicant proposes the benefit area and pro-rata share for each parcel and the methodology that supports the pro-rata share calculation.
- Non-refundable application fee – applicant responsible for costs in excess of fee.
- The City Engineer would approve the application if the following criteria was met or deny in writing:
 - Minimum cost of improvements (\$300,000)
 - Meets definition of 'street project' per RCW 35.72
 - Construction is required by City ordinance as a prerequisite to development
- City Engineer's decision is appealable to the City Council.
- If application is approved, the Latecomer Agreement is considered by the Council for approval, rejection or modification.
- If approved, the final determination of the benefitted area and assessments is established by ordinance.

The Street Latecomer Agreement code provides a mechanism for reimbursement of street improvement costs incurred by private development for an improvement project that benefits other developments. A similar mechanism exists for other types of improvements that are required for development that benefit more than a single developer (ex. Latecomer Agreement

for water improvements). State law does not prohibit the City from participating in or creating an assessment reimbursement area if the specified criteria are met. However, costs for improvements that benefit the general public may not be reimbursed in this manner.

The adoption of code that allows for Street Latecomer Agreements would help to fulfill the City's obligation to Franciscan Health Systems (FHS) and Harbor Estates, LLC. The Construction Agreement between the City and Franciscan Health Systems (adopted via Resolution No. 679 on July 24, 2006) contains a section that contemplates the City adopting a framework for the assessment and collection of proportionate shares of the cost of the Transportation Mitigation Improvements that were required from Franciscan Health Systems. Staff has met with representatives from FHS and they support the Street Latecomer Agreement option. There is a similar obligation in the Development Agreement between the City and Harbor Estates, LLC (adopted via Resolution No. 677 on July 10, 2006). Please refer to the enclosed memo from Rob Karlinsey dated February 26, 2010.

The SEPA process is a possible alternative for payment of pro rata shares and/or reimbursement of traffic mitigation. However, the SEPA process is not staff's preferred alternative for reimbursement requests. A SEPA threshold determination containing a reimbursement condition can be appealed to the City's hearing examiner and ultimately to the Pierce County Superior Court either on its own or as part of an appeal of an underlying permit. This process brings uncertainty to a developer's reimbursement. In addition, the SEPA determination is project specific not property specific so that if a project changes or expires, a new SEPA with a reimbursement condition must be issued and could be appealed.

The street latecomer agreement is recorded against a property and reimbursement is triggered by future development. In addition, the appeal process for a street latecomer assessment is defined in the proposed code (Section 12.20.070) and RCW 35.72.040. To start the process, a property owner needs to request a hearing in writing within twenty (20) days of the certified mailing of the preliminary determination of boundaries and assessments to the property owners. If a property owner requests a hearing, notice is given to all affected property owners and a hearing is held before the City Council. The City Council's ruling is determinative and final. The final determination of the benefitted area and assessments is established by City ordinance.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

This issue was initially discussed at an Operation and Public Works Committee meeting last fall. The committee's concern regarding who would propose the method for calculating the pro-rata shares has been addressed by requiring the applicant to propose the methodology in the application and the City Engineer to approve or disapprove it. This is reflected in the proposed ordinance.

RECOMMENDATION / MOTION

Move to: Review an Ordinance of the City Council relating to the establishment of a process for Street Latecomer Agreements; adding Chapter 12.20 "Latecomer Agreements for Street Improvements" to the Gig Harbor Municipal Code, and consider approval at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LATECOMER REIMBURSEMENT OF THE COSTS OF DEVELOPER-CONSTRUCTED STREET IMPROVEMENTS; ESTABLISHING THE REQUIREMENTS FOR APPLICATION, PROCESSING AND CONSIDERATION OF STREET LATECOMER AGREEMENTS; ADDING A NEW CHAPTER 12.20 TO THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, chapter 35.72 RCW authorizes cities to enter into agreements with developers providing for reimbursement of developer-constructed street projects by property owners benefitting from such street projects; and

WHEREAS, the City Council desires to incorporate a formal process for the approval of street latecomer agreements in the City code; and

WHEREAS, the City SEPA Responsible Official determined that this ordinance was categorically exempt from SEPA under WAC 197-11-800(2); and

WHEREAS, the Gig Harbor City Council considered this ordinance during its regular City Council meetings of _____ and _____, 2010; Now, therefore,

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

Section 1. A new chapter 12.20 is hereby added to the Gig Harbor Municipal Code, to read as follows:

**Chapter 12.20
LATECOMER AGREEMENTS FOR STREET IMPROVEMENTS**

Sections:

- 12.20.010 Purpose.**
- 12.20.020 Definitions.**
- 12.20.030 Minimum project size; timing of application.**
- 12.20.040 Contents of application.**
- 12.20.050 City engineer's review of application.**
- 12.20.060 Preliminary determination of benefited area boundaries and assessments.**
- 12.20.070 Notice; hearing; consideration by city council.**
- 12.20.080 Duration of agreement.**
- 12.20.090 Latecomer agreement must be recorded.**

- 12.20.100** Payment of city costs in excess of application fee.
- 12.20.110** Construction and acceptance of improvements; recording of final assessment.
- 12.20.120** Collection of assessments; no liability for failure to collect.
- 12.20.130** Disposition of undeliverable reimbursement funds.
- 12.20.140** No requirement to execution of latecomer agreement.

- 12.20.010** Purpose.

The purpose of this chapter is to prescribe rules and regulations for exercise of the authority to enter into street latecomer agreements granted to the city by chapter 35.72 RCW.

12.20.020 Definitions.

As used in this chapter, the terms listed below shall be defined as follows:

A. "Cost of construction" means those costs incurred for design, acquisition of right-of-way and/or easements, construction, construction management, materials, and installation required in order to create an improvement which complies with city standards. In the event of a disagreement between the city and the applicant concerning the cost of the improvement, the city engineer's determination shall be final.

B. "Latecomer agreement" means a written contract between the city and one or more property owners providing for construction or improvement of street projects and for partial reimbursement to the party causing such improvements to be made of a portion of the costs of such improvements by owners of property benefited by the improvements, as more specifically described in chapter 35.72 RCW.

C. "Street project" shall have the meaning specified in RCW 35.72.020(1) as now exists or hereafter amended.

12.20.030 Minimum project size; timing of application.

In order to be eligible for a latecomer agreement, the estimated cost of the improvement must not be less than Three Hundred Thousand Dollars (\$300,000.00). The cost of the improvement shall be determined by the city engineer, based upon a construction contract for the project, bids, engineering or architectural estimates, receipts or other information deemed by the city engineer to be a reliable basis for determining cost. Latecomer agreements may be applied for before or after completion of construction of the street project.

12.20.040 Contents of application.

An application for a latecomer agreement shall be on a form approved by the city, accompanied by:

- A. A nonrefundable application fee of One Thousand Dollars (\$1,000.00);
- B. Preliminary, or in the case of completed street projects, final City approved street improvement design drawings;
- C. For applications submitted before the street project is completed, itemized estimates of construction costs prepared and signed by a licensed civil engineer or in the form of a bid submitted by a qualified contractor (if more than one bid has been obtained, all bids must be submitted to the city engineer);
- D. For applications submitted after construction of a street project, receipts and itemized construction costs must be submitted to establish the costs of construction of the street project;
- E. Scaled and clearly reproducible vicinity drawing, stamped by a licensed civil engineer or licensed land surveyor depicting the improvements, their location, the proposed benefit area including dimensions and county assessor's numbers for each tax parcel, size of parcels, and evaluations where necessary for determining benefit;
- F. The proposed pro rata share of costs for reimbursement for each parcel in the proposed benefit area and methodology supporting the pro rata shares;
- G. An assessment roll containing Pierce County assessor's tax parcel numbers, owners of record, legal descriptions and assessed value for each benefited parcel; and
- H. Such other information as the city engineer determines is necessary to properly review the application.

12.20.050 City engineer's review of application.

- A. The city engineer shall review all applications and shall approve the application for further processing only if the following requirements are met:
 - 1. The project satisfies the minimum size requirement of Section 12.20.030;

2. The proposed improvements fall within the description of "street projects" as that term is described in chapter 35.72 RCW; and

3. The construction of the improvements is required by city ordinance as a prerequisite to development of property owned by the applicant.

4. The application meets all requirements under GHMC 12.20.040.

B. In the event all of the above criteria are not satisfied, the city engineer shall deny the application in writing. The applicant may obtain a review of the city engineer's decision by filing a request with the city clerk no later than ten days after the date the city mails the city engineer's decision to the applicant at the address listed on the application.

C. In reviewing a city engineer's decision, the city council shall apply the criteria set forth in this chapter and Chapter 35.72 RCW as now exists or hereafter amended. The council may adopt, reject or modify the engineer's decision.

12.20.060 Preliminary determination of benefitted area boundaries and assessments.

In the case of all applications which are approved, the city engineer shall define an assessment reimbursement area based upon a determination of which parcel of property adjacent to the improvements would have been required to construct similar street improvements as a condition of development had it not been for the construction which is the subject of the latecomer agreement. The amount of assessment shall be established so that each property will be assessed a share of the costs of the improvements, which is proportional to the benefits which accrue to the property. The methodology utilized in calculating the amount of assessment shall be the responsibility of the applicant. Parcels with previously approved development permits are exempt from latecomers assessment.

12.20.070 Notice; hearing; consideration by city council.

A. Upon approval of the application and the determination of the estimated costs, benefitted area and assessments by the city engineer, the city shall prepare a latecomer agreement.

B. The preliminary determination of area boundaries and assessments, along with a description of the property owner's rights and options, shall be forwarded by certified mail to the property owners of record within the proposed assessment area shown on the records of the Pierce County assessor.

C. If any property owner requests a hearing in writing within twenty days of the mailing date of the preliminary determination, a hearing shall be held before the city council, notice of which shall be given to all affected property owners by mail not less than ten days prior to the hearing. After considering public testimony at the hearing, the city council shall make a final determination of the benefitted area boundaries and assessments based upon the criteria set forth in this chapter and as specified in Chapter 35.72 RCW as now exists or hereafter amended. The council may adopt, reject or modify the engineer's determination. The final determination of the benefitted area and assessments shall be established by ordinance.

D. In the event no hearing is requested, the city engineer's determination of the benefitted area and assessments shall be final.

E. The agreement, application and supporting documents, along with the city engineer's determination of costs, benefitted area and assessments, shall be presented to the city council for consideration. The city council may approve, reject or modify the latecomer agreement.

12.20.080 Duration of agreement.

No latecomer agreement shall provide for reimbursement for a period that exceeds fifteen years.

12.20.090 Latecomer agreement must be recorded.

In order to become effective, a latecomer agreement must be recorded with the office of the Pierce County auditor no later than thirty days after the latecomer agreement is signed by all parties.

12.20.100 Payment of city costs in excess of application fee.

In the event that costs incurred by the city for administrative, engineering, legal or other professional consultant services required in processing the application and preparing the latecomer agreement exceed the amount of the application fee, the city engineer shall so advise the city council and council approval shall be conditioned upon receipt of payment by the applicant of an amount sufficient to compensate the city for its costs in excess of the application fee as set forth in Section 12.20.040.

12.20.110 Construction and acceptance of improvements; recording of final assessment.

A. When an application is made prior to construction of the street project and the latecomer agreement has been signed by all parties and

all necessary permits and approvals have been obtained, the applicant shall construct improvements, and upon completion, request final inspection and formal acceptance of the improvements by the city, subject to any required obligation to repair defects. When deemed appropriate by the city engineer, a bill of sale, easement and any other documents needed to convey the improvements to the city and to ensure right of access for maintenance and replacement shall be provided, along with documentation of the actual costs of the improvement and a declaration by the applicant verifying the actual costs and that all of such costs have been paid.

B. In the event that actual costs are less than the costs determined by the city engineer in calculating the assessments by ten percent or more, the city engineer shall recalculate the assessments, reducing them accordingly, and shall cause a revised list of assessments to be recorded with the county auditor.

12.20.120 Collection of assessments; no liability for failure to collect.

A. Subsequent to the recording of a latecomer agreement, the city shall not issue any permit for development upon property which has been assessed pursuant to the agreement unless the share of the costs of such facilities required by the recorded agreement is first paid in full to the city.

B. Upon receipt of any reimbursement funds, the city shall deduct a five percent administrative fee and remit the balance of such funds to the party entitled to the funds pursuant to the agreement. In the event that through error the city fails to collect a required reimbursement fee prior to issuance of development approval, the city shall make diligent efforts to collect such fee, but shall under no circumstances be obligated to make payment to the party entitled to reimbursement or in any other way be liable to such party, unless such reimbursement fee has actually been paid to the city.

12.20.130 Disposition of undeliverable reimbursement funds.

Every two years from the date a latecomer agreement is executed, a property owner entitled to reimbursement under the latecomer agreement shall provide the city with information regarding the current contact name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the property owner fails to comply with the notification requirements of this section within sixty days of the specified time, then the city may collect any reimbursement funds owned to the property owner under the contract. Such funds must be deposited in the capital fund of the city.

12.20.140 No requirement for execution of latecomer agreement.

Nothing in this chapter shall be construed as requiring the city to enter into a latecomer agreement with a developer.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2010.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk


APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Date: February 26, 2010

To: Mayor & City Council
From: Rob Karlinsey, City Administrator 

Subject: Huber & FHS Agreements


Attached are the sections from the Huber and FHS agreements that you as the City Council requested at the February 22 City Council meeting. The topic of discussion was the Street Latecomer Agreement, and you requested the language from these agreements that addressed recouping costs of the BB16 improvements from other developments.

Please let me know if you would like copies of the entire agreements.

--Rob 851-6127

herein. Once the City's Portion of the Transportation Mitigation improvements are complete, the City (together with the Project Manager and the contractor) shall have the responsibility to ensure acceptance for ownership, maintenance and operation by the Agency with jurisdiction, which in most, if not all cases will be the City. However, nothing in this Agreement shall create any liability or cause of action by FHS or any other third party against the City for the City's failure to complete the City's Portion of the Transportation Mitigation improvements by any particular date including any date established by the FHS Development Agreement, given that the City's expected receipt of the CERB Grant is the only reason the City has elected to enter into this Agreement with the Developer.

H. The City's decision to construct the Transportation Mitigation improvements as set forth herein shall not be interpreted to mean that the City (or the public in general) has any responsibility for the funding, design or construction of the Transportation Mitigation improvements. If the City receives the CERB Grant, it agrees to reimburse the Developer for its proportionate share of the cost of improvements of any portion of the Grant which covers the cost of the Transportation Mitigation improvements that are listed in Exhibits A and B, as well as the extension of the water line along Canterwood Boulevard, N.W., in the event that FHS is required to install such line as a condition of the City's approval of the FHS Project, to the extent allowed by the CERB Grant and applicable law. The parties acknowledge that the CERB Grant, if received, will cover only a portion of the Transportation Mitigation improvements.

I. The Developer acknowledges that in order for the City to construct the Transportation Mitigation improvements, the City must adopt some framework for the assessment and collection of funds from property owners for same (it is unknown whether the City will receive the CERB Grant, and the CERB Grant will not cover all of the Transportation Mitigation improvements). Therefore the City may, (but is not required to) require other developers, as a condition of approval of their projects, to pay a proportionate share of the cost of the Transportation Mitigation improvements and/or the City may create a street assessment reimbursement district pursuant to chapter 35.72 RCW, local improvement district or other means of financing the construction of the Transportation Mitigation improvements. The City agrees to reimburse the Developer out of the funds received by these means for the costs of any Transportation Mitigation improvements that have been previously paid by the Developer, to the extent allowed by law. 

The Developer acknowledges that the FHS Property would be specially benefited by the Transportation Mitigation improvements. The Developer agrees to sign a petition for the formation of a LID or ULID for the Transportation Mitigation improvements at such time as one is circulated and the Developer hereby appoints the Mayor of the City of Gig Harbor as its attorney-in-fact to sign such a petition in the event the Developer fails or refuses to do so.

With full understanding of the Developer's right to protest formation of an LID or ULID to construct the Transportation Mitigation improvements pursuant to RCW 35.43.180, the

Developer agrees to participate in any such LID or ULID and to waive its right to protest formation of the same. The Developer shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provision of this Agreement, this waiver of the right to protest shall be valid for a period of ten (10) years from the date this Agreement is signed by the Developer.

The Developer acknowledges that formation of any street assessment reimbursement district is subject to the procedures in chapter 35.72 RCW, and that the City Council's ruling on such area is final. RCW 35.72.040(2). The Developer agrees not to challenge the adoption of an ordinance adopted pursuant to RCW 35.72.010 (as it now exists or may hereafter be amended).

J. The Developer specifically acknowledges that nothing in this Agreement requires the City to construct the Transportation Mitigation improvements on or before a date certain or at all. In addition, the City may decide not to construct the Transportation Mitigation Improvements if the City does not receive the CERB Grant, if the Grant award is not sufficient in the City's sole discretion, to warrant the City's construction of the Transportation improvements, if an appeal is filed of the Comprehensive Plan Amendment or Development Agreement, if an appeal is filed of the FHS conditional use, site plan, design review or building permits, the street assessment reimbursement district, LID or other method of financing design and construction, City does not have to construct any of the Transportation Mitigation improvements. In the event the City decides not to construct the improvements and if the City receives any CERB grant funds for any portion of the Transportation Mitigation Improvements, and to the extent allowed by the CERB grant and applicable law, the City will reimburse FHS for its proportionate share of the cost of those improvements.

Section 7. Escrow Agreement. An escrow account shall be established by the City for funds to be deposited by FHS which may be drawn upon by the City solely for the purpose of paying, or reimbursing the City for, the cost of designing the Transportation Mitigation improvements. In addition, if both parties agree that the arrangement described above for the construction project manager is unworkable, and that an escrow account should be established so that the City may draw upon it in order to pay the contractor, the following procedures shall be used:

A. The total amount of initial funds to be deposited into the escrow account by FHS for design of the Transportation Mitigation improvements shall not exceed Five Hundred Thousand Dollars (\$500,000). The Developer shall eventually deposit with the City, in escrow, for use by the City the full amount of the design costs of the Transportation Improvements.

B. This Escrow Deposit shall be held in escrow by the City, in a federally insured account, and will only be paid and applied to payment of the cost of the design of the

Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to residential or non-residential building and the lot or parcel upon which such building is located, when it has been approved by the City for occupancy.

D. Generally. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 8. Limited Vested Rights Applicable to Comp Plan Amendment. Comprehensive Plan Amendments are not subject to the vested rights doctrine. However, because the City Council's consideration of the public health, safety and welfare under a Comprehensive Plan Amendment necessarily involves an evaluation of the available water, sewer capacity and transportation capacity for the Project, the City agrees that if the Developer applies for a preliminary plat application within two years of the anniversary date of this Development Agreement, and if the Developer does not change the scope or intensity of the Project as described herein, the Developer shall not be required to obtain a new concurrency evaluation for water, sewer or transportation. The Developer shall obtain no vested rights under any other codes, ordinances or regulations as a result of execution of this Development Agreement.


Section 9. Further Discretionary Actions. Developer acknowledges that the City's existing land use regulations, as well as any other land use regulations adopted by the City after execution of this Agreement, contemplate or will likely contemplate the exercise of further discretionary powers by the City, specifically with regard to future preliminary plat and building permit applications. These powers include, but are not limited to, review of these additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying existing land use regulations or any other land use regulations adopted in the future.

Section 10. Developer's Obligation to Design and Construct Transportation Mitigation Improvements; City's Assumption of Developer's Obligation.

A. Developer's Obligation. Developer agrees that as a condition of the City's approval of the Comp Plan Amendment, as well as approval of a subsequent preliminary plat application (consistent with the Comp Plan Amendment), that the Developer shall participate financially in the design and construction of the transportation mitigation improvements described in Exhibits C and D attached hereto, on or before the City's issuance of any occupancy certificates for the Project. The proportionate share of financial participation is set forth in Exhibit E, attached hereto

B. Subsequent Agreement for Financial Contribution. The Developer agrees to pay its proportionate share of the cost of all of the Transportation Mitigation Improvements, as identified in Exhibits C, D and E, along with all the City design and construction engineering costs. The parties agree to negotiate an agreement on or before the City's final decision on the Developer's preliminary plat application that will establish the following: (a) the timing of the Developer's proportionate share of the initial payment for design costs; (b) the establishment of a set aside account at the Developer's bank for the Developer's proportionate share of the funds necessary to construct the Transportation Mitigation Improvements, using the forms approved by the City Attorney, so that the City can draw funds as needed for the construction; (c) the manner in which change orders increasing the cost of the Transportation Improvements will be handled; and (d) the manner in which disputes between the parties will be settled. The Developer acknowledges that failure to enter into an agreement with the City as set forth above will result in the City's decision not to construct the Transportation Mitigation Improvements, and may require the Developer to enter into an agreement with FHS and others in order to ensure construction of the Transportation Improvements.

The City's decision to construct these Transportation Mitigation Improvements as set forth herein shall not be interpreted to mean that the City (or the public in general) has any responsibility for the funding of the Transportation Mitigation Improvements. If the City receives the CERB grant, and if the grant covers any of costs paid by the Developer, the City agrees to reimburse the Developer for Developer's costs relating to the Transportation Mitigation Improvements that are listed in Exhibits C and D. However, the CERB grant, if received, will only cover a portion of the Transportation Mitigation Improvements. The Developer shall pay the City for its proportionate share of all costs relating to the City's construction of all Transportation Mitigation Improvements, including those not covered by the CERB grant, as shown in Exhibit E.

C. Additional Financing Methods. The Developer acknowledges that in order for the City to construct the Transportation Mitigation Improvements, the City must  adopt some framework for the assessment and collection of funds from property owners for same (it is unknown whether the City will receive the CERB grant, and the CERB grant will not cover all of the Transportation Mitigation Improvements). Therefore, the City may create a street assessment reimbursement district pursuant to chapter 35.72 RCW, local improvement district or other means of financing the construction of the Transportation Mitigation Improvements. The City agrees to reimburse the Developer for the costs of any Transportation Mitigation Improvements that have been previously paid by the Developer, to the extent allowed by law.

The Developer acknowledges that the Property legally described in Exhibit A would be specially benefited by the Transportation Mitigation Improvements and the mitigation described in Exhibit E. The Developer agrees to sign a petition for the formation of a LID or ULID for the Transportation Mitigation Improvements and/or the mitigation described in Exhibit E at such time as one is circulated and the Developer hereby



Available Sewer Treatment Capacity

March 2010

Existing Sewer Treatment Capacity

	GPD	ERUs
Available WWTP Treatment Capacity (Aug 2007)	1,200,000	8,000
Current Flow to WWTP	-838,950	-5,593
Process/Outfall Improvements (October 2009)	22,500	150
Recommended increase based on operational history (March 2010)	21,000	140
Estimated Clarifier #4 Operational Milestone (March 2010)	127,500	850
Capacity Reserved Under Sewer CRC Process	-381,600	-2,544
Existing Available Capacity =	150,450	1,003

Developments Preparing to Receive Sewer Concurrency

Order	Project Name	GPD	ERUs
1	Harbor Hill Residential (Olympic Property Group)	-123,450	-823
2	Evergreen Business Park	-19,650	-131
Anticipated Available Capacity =		7,350	49

Additional Capacity Available with WWTP Phase 1 Improvements

	GPD	ERUs
Completion of WWTP Phase 1 improvements (Approx. November 2010)	225,000	1,500
Anticipated Available Capacity =	232,350	1,549

Developments with Complete CRC Applications Awaiting Decisions

Order	Project Name	GPD	ERUs
3	Safeway Redevelopment	-19,500	-130
4	Town Plaza 2, 3, and 4	-8,100	-54
Anticipated Available Capacity =		204,750	1,365



Date: March 22, 2010

To: Mayor & City Council
From: Rob Karlinsky, City Administrator

Subject: Path Forward for Skansie/Jerisich Parks and the PROS Plan

See the proposed City Council meeting schedule below for Jerisich/Skansie and PROS plan decision making process. All of the dates below are Mondays. Note the special start time for the April 19 meeting.

Skansie/Jerisich Parks Plan:

- April 19 Jerisich/Skansie Parks Council Workshop #2. Start Time: 6:30 p.m. due to Volunteer Appreciation at 5:30 p.m.
- April 26 Jerisich/Skansie Parks Public Hearing
- May 10 City Council Votes on the Jerisich/Skansie Parks Components

Parks, Recreation, and Open Space Plan:

- May 17 PROS Plan Council Workshop
- June 14 PROS Plan First Reading
- June 28 PROS Plan Adoption