

# **Gig Harbor City Council Meeting**

**January 24, 2005  
7:00 p.m.**



**"THE MARITIME CITY"**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING**

January 24, 2005 – 7:00 p.m.

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**PUBLIC HEARINGS:**

**CONSENT AGENDA:**

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

1. Approval of the minutes of the City Council Meeting of January 10, 2005.
2. Correspondence / Proclamations: a) National Mentoring Month.
3. Bid Award - Official Newspaper.
4. Appointment to Council Committees.
5. Appointment of Mayor Pro Tem.
6. Purchase Authorization – Large Format Plotter.
7. Lobbyist Contract – Tim Shellburg.
8. 36<sup>th</sup> Street NW and Point Fosdick Drive NW Phase 2 Intersection Improvement Project – Permanent Right-of-Way Easement and Temporary Slope Easement Agreements for the Watland Property.
9. Easement Agreement – Luengen Public Shoreline Viewing Access.
10. Stinson Avenue Pedestrian Improvement Project – Topographic Survey – Consultant Services Contract.
11. Rosedale Street Pedestrian Improvement Project – Topographic Survey – Consultant Services Contract.
12. Approval of Payment of Bills for January 10, 2005:  
Checks #45931 through #46027 in the amount of \$248,056.92.
13. Approval of Payment of Bills for January 24, 2005:  
Checks #46028 through #46146 in the amount of \$439,048.32.

**OLD BUSINESS:**

1. Comprehensive Plan Update – Contract Amendment – Consultant Services Contract.

**NEW BUSINESS:**

1. First Reading of Ordinance – Providing for the Issuance and Sale of General Obligation Bond Anticipation Note (BAN).
2. First Reading of Ordinance – Amending GHMC 17.67 to Add Public Schools to List of Performance-Based Height Exemptions.
3. Resolution for Interlocal Agreement - Amendments to the Pierce County Countywide Planning Policies.

**STAFF REPORT:**

1. 2004 Fourth Quarter Finance Report.
2. Potential Text Amendments Creating a Waterfront View Corridor and Related Development Standards Prior to Lifting the Building Size Moratorium.
3. Tim Shellburg – Lobbyist.

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30.110(1)(i).

**ADJOURN:**

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## GIG HARBOR CITY COUNCIL MEETING OF JANUARY 10, 2005

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Dick, Picinich, Ruffo and Mayor Wilbert.

**CALL TO ORDER:** 7:03 p.m.

**PLEDGE OF ALLEGIANCE:**

**PUBLIC HEARINGS:**

1. Update to Title 15 of the Gig Harbor Municipal Code. The purpose of this hearing is to discuss the proposed adoption of the International Codes adopted by the State of Washington effective July 1, 2004, revised flood plain regulations, and the establishment of the Building Code Advisory Board. The Mayor opened the public hearing at 7:04 p.m. and asked Dick Bower, Building Official/Fire Marshal, to present the background of these ordinances that will update the city's construction codes. Mr. Bower gave an overview of all three ordinances.

There were no public comments, and the Mayor closed the public hearing and opened the next public hearing at 7:08 p.m.

2. Acceptance of a Portion of North Creek Lane as a Public Street. John Vodopich, Community Development Director, explained that the city entered into a settlement agreement with the Northcreek Homeowners Association regarding accepting a portion of North Creek Lane, which requires a public hearing. He added that Steve Misiurak, City Engineer, was present to answer questions.

Dave Otto – 4916 Eagle Creek Lane. Mr. Otto spoke in favor of the resolution accepting North Creek Lane as a city street. He explained that this has been a long and contentious struggle, and voiced gratitude to the City Administrator and Planning Department for bringing this to conclusion. He said that the neighbors look forward to the safety, police protection and peace of mind that this action will bring.

There were no comments and the public hearing was closed at 7:10 p.m.

**CONSENT AGENDA:**

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

1. Approval of the minutes of the City Council Meeting of December 13, 2004.
2. Purchase Authorization for Xerox Large Plans Copier.
3. Water Leak Detection Survey Inspection Services – Consultant Services Contract.
4. Emergency Response Plan – Consultant Services Contract.
5. 2005 Hotel / Motel Tax Distribution Contracts.
6. Notice of Intention to Commence Annexation Proceedings - McCormick Ridge LLC Request (ANX 04-02).

7. Liquor License Renewals: Gourmet Essentials; Harbor Arco Minimart; Harbor Inn Restaurant; El Pueblito Family Mexican Restaurant.
8. Approval of Payment of Bills for December 27, 2004:  
Checks #45825 through #45930 in the amount of \$215,459.53.
9. Approval of Payroll for the month of December, 2004:  
Checks #3551 through #3594 and direct deposit entries in the amount of \$256,739.63.

**MOTION:** Move to approve the consent agenda as presented.  
Picinich / Ruffo – six voted in favor. Councilmember Franich abstained.

**OLD BUSINESS:**

1. Resolution – City Support for Peninsula School District Levy. Mayor Wilbert said that she personally supports this effort. She said that this is not a tax increase, but a renewal of the levy. Mark Hoppen clarified that the packet includes the actual dollar amount of the levy approved by the school board.

**MOTION:** Move to adopt Resolution No. 637 as presented.  
Ekberg / Ruffo – unanimously approved.

2. Second Reading of Ordinance – Update of Building Codes. Dick Bower explained that he presented the information on this ordinance during the public hearing. He clarified modifications in the International Building Code at the request of Councilmember Dick. The requested amendments are to Section 105.3. Application for Permit. The first amendment is to paragraph A.1 to change it to read "...legal description ~~or and~~ tax parcel numbers and the ..." Mr. Bower explained that this request is due to the possibility of multiple tax parcel numbers assigned to one parcel. The second change was to the same section, paragraph A.6, to insert the word "septic" to clarify that houses on septic would have to provide information to assure a sanitary sewer system.

**MOTION:** Move to adopt Ordinance No. 983 with amendments to Section 105.3 as recommended.  
Picinich / Dick – unanimously approved.

3. Second Reading of Ordinance – Building Code Advisory Board. Dick Bower explained that this ordinance re-establishes the Building Code Advisory Board, adding that the six members have all agreed to continue to serve on the board.

Councilmember Dick clarified that under this change, the board would now serve an appeal function that they previously did not have.

Councilmember Young asked if the even number of members could create a problem with a tie vote. Carol Morris, City Attorney, explained that the existing code allows them to make a final decision on appeals. They are a recommending body only on code



amendments. There was further discussion on what would happen if a tie vote were to occur. Ms. Morris explained that they would follow their adopted rules of procedure.

**MOTION:** Move to amend the ordinance to add another board member.  
Young / Ruffo –

Councilmember Dick said that if a tie occurred, the decision to leave it alone is a good resolution of an appeal, as there is no compelling reason to change the decision made by the Building Official. He said that he was okay with the even number on the board. Councilmember Ekberg asked if operating with six had been successful in the past. Mr. Bower said that to his knowledge, there had been no problems reaching consensus. After further discussion, the motion and its second were withdrawn.

**MOTION:** Move to adopt Ordinance No. 984 as presented.  
Young / Ekberg – unanimously approved.

4. Second Reading of Ordinance – Flood Plain Regulations. Dick Bower said that the Flood Plain Ordinance would give guidance on how to allow development within the flood-prone areas.

Councilmember Dick asked for clarification on enforcement and whether there is a lien provision in case a property owner was to do unauthorized filling. Carol Morris explained that the enforcement provisions in Chapter 15.26 adopted previously would be sufficient. She added that there are no lien provisions in the enforcement chapters of the building code or the zoning code, as this is only in the Uniform Code for the abatement of dangerous buildings or for non-payment of utilities. She said that the property owner would be responsible to do the cleanup rather than the city trying to do the abatement and try to recover the cost.

**MOTION:** Move to adopt Ordinance No. 985 as presented.  
Picinich / Dick – unanimously approved.

5. Pierce County 2005 Comprehensive Plan Amendments – Submitted Applications. John Vodopich gave a brief overview of the three applications that had been reviewed by the City Council at the December 13<sup>th</sup> meeting and brought back for further consideration. He explained that other correspondence had been received on the applications, which had been placed in Councilmember's mailboxes. Mr. Vodopich asked for direction on whether or not the city supports the applications and if so, he would write a letter to the County Executive indicating the support.

The Mayor recommended discussing each issue separately, beginning with Map Amendment #6.

Carl Halsan – Po Box 1447, Gig Harbor. Mr. Halsan addressed Map Amendment #6, which is the re-designation of 24 acres from residential to employment center. He highlighted key points. First, that the only access to this site from the Swede Hill

Interchange area is through the business park, and second, there is a topographic separation from this area to the lower valley. He added that the powerline right-of-way is the proposed separation. He explained that the surrounding uses are all businesses, and the market has not attracted buyers as a residential zone designation. Mr. Halsan continued to explain that this proposed amendment and the city's Comprehensive Plan is consistent, and gave an overview of several policies that support the amendment. He then addressed Council questions regarding the property involved.

Councilmember Dick asked for clarification on whether there is an issue with split zoning on a parcel. John Vodopich responded that there is no formal policy, but a common accepted practice that property lines or other physical features such as roads or waterways as separations for comprehensive plan and zoning designations. He added that you would look to transitional zoning issues in comprehensive planning.

Councilmember Franich stressed that the access to the area is dangerous now, and that by adding more homes or more businesses, it would be an even more dangerous situation. He said that he did not personally believe anything should be added until the access issue is addressed. He read from the Environmental Impact Statement done in conjunction with the Narrows Bridge Corridor, which addresses concerns raised by the city and states "No preferred option for the frontage road is being recommended at this time. An option will be selected in the future subject to funding of mainline improvements at the west end of the project area." He said that this suggests that some time in the future, the state and possibly the county, is thinking about a frontage road or other access improvements to eliminate the existing, dangerous situation. Until that time, he would not be willing to support turning that into a more commercialized area.

Councilmember Young pointed out that the area is going to develop regardless, and the only question now is the appropriate use. He said that he agrees that the access is not ideal, but the area seems to suit commercial rather than residential use. He continued to explain that the bridge EIS is not a promise for funding, and a frontage road there is not a high priority, nor does not appear on any transportation plans. This forces the property owners to hang on to the property or to develop it as residential. The county should require them to mitigate the access.

Councilmember Ekberg agreed with comments made by Councilmember Franich, adding that he had yet to see a compelling argument that 24 acres of residential property with access issues needs to be turned into an employment district. This area should be developed only when there is other access.

Councilmember Dick agreed, adding that if there was adequate access to the property, it would make more sense to be zoned commercial. As it is, it would be better not to develop it until there is adequate access. It would aggravate both safety and density issues to recommend that it be re-designated to Employment District. This may be a preferred solution when a frontage road is constructed.

There was discussion on what it would cost to construct a frontage road. Mark Hoppen explained that the preferred solution would be to have a frontage road that connects to 96<sup>th</sup>, adding that the state will not commit until they determine the cost of the HOV lanes through the corridor. After further discussion the following recommendation was made.

**MOTION:** I move that in regards to Map Amendment No. 6, Council direct staff to notify the Pierce County Executive that the City of Gig Harbor recommends that he should not initiate this change.  
Ekberg / Franich –

Councilmember Ruffo asked for clarification on whether Council is not in favor of any zoning changes from residential to commercial or if this was site specific. Councilmember Dick clarified that this was site specific until access issues could be addressed.

**Restated Motion:** I move that in regards to Map Amendment No. 6, Council direct staff to notify the Pierce County Executive that the City of Gig Harbor recommends that he should not initiate this change.  
Ekberg / Franich – Councilmembers Ekberg, Franich, Dick, and Conan voted in favor of the motion. Councilmembers Young, Picinich and Ruffo voted against. The motion carried 4-3.

Council then moved on to Map Amendment #7.

Carl Halsan. Mr. Halsan said that he sent Councilmembers an information packet on Map Amendment #7 with colored maps. He used the maps to illustrate his presentation on this request to change 5.1 acres from low-density residential to community employment. Mr. Halsan then addressed Council's questions.

Councilmember Young said that he supports this amendment and made the following motion.

**MOTION:** Move we recommend to the Pierce County Executive that they approved this Comprehensive Plan Amendment.  
Young / Conan – unanimously approved.

Council moved on to consider Map Amendment #8. John Vodopich discussed the letter received from the attorney representing the property owners with suggested language supporting the initiation.

Councilmembers discussed the amendment, stressing that it is outside the city's UGA. Councilmember Young suggested using some of the language recommended in the attorney's letter.

**MOTION:** Move to respond to the Pierce County Executive to the effect that the City Council is not interested in commenting on this application

as it is far outside the city's Urban Growth Boundary, and there is no interest in adjusting the UGA for reasons independent of this application.

Young / Ekberg – unanimously approved.

**NEW BUSINESS:**

1. Resolution – Acceptance of a Portion of North Creek Lane as a Public Street.  
John Vodopich presented the resolution accepting a portion of North Creek Lane adjacent to the North Creek Estates neighborhood. He pointed out that a copy of the plat map should have been attached to the resolution. He said that the City Engineer was present to answer questions, and recommended approval.

Councilmember Franich asked how much it would cost to bring the street up to city standards. Steve Misiurak explained that there are two estimates; one for \$130,000 which involves a series of dig-outs and replacement of the failed areas, and the second estimate is for a total removal and rebuild, which would cost approximately \$152,000. He added that there is no immediate safety issue and the street is acceptable as it is. With yearly evaluations, the road should be serviceable for the next four to five years.

Councilmember Franich commented that this road has been the subject of concern for several years. He said the problems exist because easements were granted that allowed Northcreek Lane to become a through street. He said that the city should not be the one to bear the responsibility, adding that the property owners could remedy the problem with a gate.

**MOTION:** Move to adopt Resolution No. 638.  
Ekberg / Picinich – six voted in favor. Councilmember Franich voted no.

2. Domestic Violence Victim Advocacy Interlocal Agreement – 2005. Mike Davis, Chief of Police, presented this agreement to replace the one that just expired. The costs have already been approved in the 2005 Budget.

Councilmember Dick asked if the contract with Westlaw is tied to this agreement. Chief Davis clarified that the two are separate. He then responded to the question of how many people used the kiosk in 2004. Through October, there were close to 89 people, one-third of which were connected to the Harbor. A more complete year-end report will be made available shortly.

Councilmember Franich said that he would support this agreement for 2005 as it is a politically correct issue, but it seems to be a duplication of services that could be done in Tacoma. He added that there is a lot of money going out to domestic violence these days, and he would like to look at a cost / benefit analysis.

Councilmember Young said that as time goes on and information is gathered, the proportionate share will become more apparent. Chief Davis agreed and said that the next year would provide the needed data to do a comparison.

**MOTION:** Move to authorize the Mayor to sign the Domestic Violence Victim Advocacy Interlocal Agreement for 2005.  
Ruffo / Conan – unanimously approved.

3. Consideration of Ordinance Extending Building Size Moratorium for an Additional 90 Days. Steve Osguthorpe, Planning Manager, presented the background information on the six-month moratorium adopted on July 12, 2004. The purpose of extending this moratorium an additional 90 days would allow time to complete text amendments addressing those issues that prompted the City Council to first adopt the moratorium. Since adoption, several things have been done to address concerns, such as adoption of the Design Manual updates that address building size, mass, and size within the view basin area.

In addition, the Community Development Committee has identified other areas of concern as a result of the public hearings held on building size. The committee determined that additional standards would be needed to address views in the view basin. Mr. Osguthorpe gave an overview of the proposed amendments, explaining that in order to complete those changes, additional time was needed to finalize the text and to forward the language to the state for comment. This additional time would also allow time for a public hearing before the Planning Commission and to obtain input from the Design Review Board.

Mr. Osguthorpe continued to explain that target dates had been included in the ordinance to ensure completion of the review before the expiration of the 90 day extension of the moratorium, with April 11<sup>th</sup> being the final Council action.

Mr. Osguthorpe then discussed the recommended exemption of short plats and boundary line adjustments submitted by Mary Souza. He said that he drafted a separate ordinance adopting those exemptions to the moratorium for Council's consideration. He pointed out that short plats could potentially vest, so if there were development standards adopted as part of the moratorium; it is possible for someone to submit an application and identify things on the plat that would be vested. Although unusual, it would nevertheless be possible.

Mr. Osguthorpe continued by saying that the committee recommended text amendments could be back before Council by the January 24<sup>th</sup> meeting for adoption. These would then be considered Council-initiated text amendments that would go before the review bodies as any other application. A recommendation would then come back to Council. He then offered to answer questions.

Councilmember Young asked when the charrettes are scheduled. Mr. Osguthorpe said that the funds for the charette had been budgeted for this year, adding that the

committee recommended processing these proposed amendments before going forward with the charette process. The request for proposals would go out as soon as possible.

Councilmember Franich commented that he was not aware that the Community Development Committee amendments would go forward so quickly. He said that the floor area ratio direction is new information of which he is unfamiliar, and he is not sure it is the answer to the square footage problems. Mr. Osguthorpe said that that amendment was included for the full Council consideration at the recommendation of the committee, and it can be removed.

There was continued discussion on the recommendations from the Community Development Committee. Councilmember Franich voiced concern that the floor area ratio option would be "railroaded through" without further consideration of other options. Councilmember Dick stressed the importance of continuing the moratorium, including a timetable, until changes could be made to protect the view corridor. He added that the draft language is a tool that will allow consideration of language to address the concerns that came from the meetings.

Councilmember Ruffo addressed concerns voiced by Councilmember Franich by stressing that it is the function of the Planning Commission to consider the text amendments and to make a recommendation back to Council. Steve Osguthorpe clarified that whatever text amendment was approved at the January 24<sup>th</sup> meeting would be forwarded to the state for review. Councilmember Ekberg commented that effort had been made to address the reasons for the moratorium.

Dale Harrison – PO Box 157, Gig Harbor. Mr. Harrison spoke on behalf of Mr. and Mrs. Dennis Graham, who could not be present. He explained that he is the builder for the Grahams for their home located within the height restriction area. He proposed that the Grahams be granted an exemption from the moratorium. He said that their specific property, located at 9025 North Harborview Drive, may give direction to the issues being considered. He said that the Grahams have been waiting six months and are concerned about how much longer it will take and gave a description of the property. He said that the new home would be more attractive from the water, and asked if they could submit plans for consideration in order to move forward. He continued to explain that they would be removing several large poplars, which would improve the view corridor.

Councilmember Ekberg asked if a 90 day extension would be crucial, adding that the Council intends to hold to the 90 days. Councilmember Dick explained that minimal protections needed to be in place until some of the major concerns were addressed. Councilmember Young said that he was opposed to the extension due to the hardships that it imposes, but there are issues that remain to be addressed. He stressed that the city cannot exempt one single property owner, also adding that he plans to stick to the deadline. Councilmember Ekberg suggested that Mr. Harrison work with staff in order to dovetail with the termination of the moratorium.

Carol Morris explained that what Council is asked to do tonight is to make a decision on whether to impose an extension to the moratorium, keeping in mind that a public hearing must be scheduled on the maintenance of the moratorium within 60 days. She recommended that people save their comments until the public hearing when the record will be established on why the moratorium is to be kept in place.

Mary Souza (no address given). Ms. Souza recommended that the moratorium not be extended. She said that there are a tremendous number of issues to be considered in a 90 day period such as vegetation, site line, and view corridors when there has already been a six-month moratorium. This is a great length of time for a property owner wanting to construct to wait. In addition, they may be affected by any one of the issues being discussed for adoption. She said that at the end of the 90 days, there is a possibility of consensus on only one issue without any time to address the other issues. She then addressed the exemption for boundary line adjustments, short-plat applications or subdivision applications, explaining that these issues are so preliminary that they should not come under the moratorium.

Chuck Hunter – 8829 Franklin Avenue. Mr. Hunter asked for clarification on whether the information that had been discussed during the public hearings had been thrown out. Councilmember Dick addressed his concern by explaining that much of the testimony gathered during those hearings led to the conclusion that building size alone does not solve the worry of preserving the view basin, and that other things needed to be taken into consideration. Once minimal protections are in place, it allows time to deliberate on what should happen in some of the other zones. Then those could be moderated when a more comprehensive view has been developed.

Councilmember Ruffo said that the moratorium would not be in place if the BDR Building and the Luengen Building had not been constructed. He added that he too is opposed to moratoriums, but the process must be completed.

Mr. Hunter said that it seems that the process is going in a different direction, and asked if all the work done at the building size meetings would be lost. Councilmembers explained that those recommendations will be going to the Planning Commission, and these new recommendations are additional issues. Mr. Hunter stressed that design review will address some of those issues and that may be the place to make the changes.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich voiced concern with delays with the hospital permitting, asking that this remain a high priority.

Councilmembers explained that the issue being discussed only affects the view basin and has nothing to do with the hospital proposal.

**MOTION:** Move to adopt Ordinance No. 986 that was contained in the packet without the exemptions for short plats and boundary lines.  
Dick / Ruffo –

Councilmember Young asked for clarification on vesting. Ms. Morris said that Council could add boundary line adjustments and not affect vesting, but short plats would be vested.

**AMENDED MOTION:** Move to amend the ordinance to exempt boundary line adjustments to the list of exemptions in the moratorium.  
Young /

There was no second and the motion failed. Carol Morris recommended that the motion include a hearing date on the continuation of the moratorium.

**AMENDED MOTION:** Move to adopt Ordinance No. 986 that was contained in the packet without the exemptions for short plats and boundary lines and to insert February 14, 2005 for a public hearing before Council on the continuation of the moratorium.  
Dick / Ruffo – unanimously approved.

4. Reconsideration of R-1 Development Standards. John Vodopich presented background information on the request by Councilmembers Franich and Young that this issue be brought back for reconsideration. He said that staff is not recommending any further changes to the R-1 zone.

Councilmember Franich voiced his concern with the 7200 s.f. minimum lot size. He said that he would like to see a higher, 10,000 s.f. minimum lot size as the higher density affects the character of the city.

**MOTION:** Move for reconsideration of the previously adopted regulations under Chapter 17.16, to change the minimum lot size from 7,200 s.f. to 10,000 s.f.  
Franich / Picinich – Councilmembers Franich and Picinich voted in favor. Councilmembers Ekberg, Young, Conan, Dick and Ruffo voted no. The motion failed five to two.

5. Comprehensive Plan Update - Consultant Services Contract Amendment. John Vodopich explained that in the absence of a city-wide wetland inventory, Council directed staff to bring back an amended contract that would provide for such an inventory. The scope of work and proposal is to not only perform a wetlands inventory within the city limits, but also the entire UGA. The proposal is for \$33,609.00 and would take approximately a month to complete. This cost was not anticipated in the budget, but adequate funds are available.

**MOTION:** Move to authorize the Mayor to execute the amendment to the consultant services contract with AHBL Inc. for the Comprehensive Plan Update to provide for a wetland inventory in an amount not to exceed thirty-three thousand six-hundred and nine dollars (\$33,609.00).  
Dick / Conan –



Councilmember Young said that due to the cost and previous comments, he thought it considerably more than he had anticipated. He asked if staff could obtain another quote to do the work.

Mark Hoppen commented that due to the extent of the scope of work, this cost seems lower than what he had expected. John Vodopich explained that although the statutory deadline for amending the Critical Areas Ordinance was December 1<sup>st</sup>, the general feeling is that if you have outlined a plan to continue the work into 2005 you most likely will not be appealed, but there is no guarantee that someone might appeal for failure to comply with the statutory deadline.

**RESTATED MOTION:** Move to authorize the Mayor to execute the amendment to the consultant services contract with AHBL Inc. for the Comprehensive Plan Update to provide for a wetland inventory in an amount not to exceed thirty-three thousand six-hundred and nine dollars (\$33,609.00).  
Dick / Conan –

Councilmember Ruffo asked if it would be possible to obtain comparison quotes. Mr. Vodopich said that he would try and come back with a recommendation at the next meeting.

**MOTION:** Move to table this motion until the next meeting.  
Conan / Young – unanimously approved.

6. Resolution – Construction and Fire Code Permit Fees. Dick Bower presented this resolution adopting a new building permit fee schedule for permits issued under Title 15 and fire code permit fee schedules for operational permits under the International Fire Code. In addition to the fee schedules, it adopts a building permit valuation table which will give a square foot valuation for construction of new buildings and additions.

**MOTION:** Move to adopt Resolution No. 638 adopting construction and fire code permit fees.  
Young / Ruffo – unanimously approved.

Councilmember Ruffo suggested amending the agenda to adjourn to Executive Session at this point in the meeting, as there were people present in the audience waiting for the item that was to be discussed. The Mayor suggested allowing the public comment before adjourning to Executive Session.

**STAFF REPORTS:** None scheduled.

**PUBLIC COMMENT:**

John McMillan – 9826 Jacobsen Lane. Mr. McMillan explained that last year, he participated in the Eddon Boat campaign, and volunteered to act as contact person to the community who has supported this effort. He reminded Council that the community has made an extraordinary statement in committing their dollars for the purchase of the property. Mr. McMillan stressed the importance of honoring Gig Harbor's historic legacy, adding that since the passage of the bond measure, there has been little information about the negotiations with Harbor Cove. He said that he is at a loss how to respond to concerned residents in regards to the recently added "For Sale" signs on the property, and asked what he could tell them.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton asked for clarification on the comment about adjourning to Executive Session. Councilmember Ruffo responded that Council would adjourn to Executive Session at the regular time on the agenda. Ms. Stanton continued to say that she echoed the comments made by Mr. McMillan, stressing that they had worked really hard on the campaign and had requested communication from the city during negotiations. She said that they had been appointed to an Ad Hoc Committee, but they have been given no information and the signs are back up on the property. She said that she would prefer to have her questions addressed in the committee setting rather than in a Council meeting, and requested that Council discuss allowing the community to be part of the process during their Executive Session.

#### **COUNCIL COMMENTS / MAYOR'S REPORT:**

Mayor Wilbert announced that Councilmember Ekberg has accepted her offer to serve as Mayor Pro Tem in 2005. Mayor Wilbert then thanked Councilmember Young for serving on the Puget Sound Regional Council, asking if he would consider continuing to serve. He too agreed to do so.

The Mayor said that another meeting that she attends regularly is the Pierce County Cities and Towns Association, but she is unable to attend the February 3<sup>rd</sup> meeting. She asked if Mayor Pro Tem Ekberg would be willing to go. He offered to check his calendar.

**ANNOUNCEMENT OF OTHER MEETINGS:** None.

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30.110(1)(b).

**MOTION:** Move to adjourn to Executive Session at 9:39 p.m. for approximately twenty minutes for the purpose of discussing property acquisition.  
Ruffo / Franich - unanimously approved.

**MOTION:** Move to return to regular session at 10:01 p.m.  
Franich / Ruffo – unanimously approved.

**MOTION:** Move that on the Eddon Boat Property, we authorize the Mayor to sign the purchase and sale agreement, and we propose to the sellers a purchase price for the property, which was already negotiated, for \$3.25 million dollars, and that the purchase price will increase by \$100,000 if the sale does not close by February 15, 2005; secondly, the purchase price for the property will increase by another \$100,000 if the sale does not close by March 15, 2005; and thirdly, the agreement will terminate if the sale does not close by April 15, 2005.  
Ruffo / Picinich –

Councilmember Franich commented that this is an important issue, but one that has become messed up from what he envisioned. He said that he is having a hard time supporting the way it has come down.

**RESTATED MOTION:** Move that on the Eddon Boat Property, we authorize the Mayor to sign the purchase and sale agreement, and we propose to the sellers a purchase price for the property, which was already negotiated, for \$3.25 million dollars, and that the purchase price will increase by \$100,000 if the sale does not close by February 15, 2005; secondly, the purchase price for the property will increase by another \$100,000 if the sale does not close by March 15, 2005; and thirdly, the agreement will terminate if the sale does not close by April 15, 2005.  
Ruffo / Picinich – unanimously approved.

**MOTION:** Move to adjourn at 10:03 p.m.  
Young / Picinich – unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 – 18.  
Disc #2 Tracks 1 – 17.

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Gretchen A. Wilbert, Mayor

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Molly Towslee, City Clerk

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

***WHEREAS***, January was officially designated as National Mentoring Month in 2002 by the President of the United States; and

***WHEREAS***, youth with mentors have been shown to be less likely to begin using illegal drugs and alcohol, less likely to skip school, and also less likely to engage in aggressive behavior; *and*

***WHEREAS***, youth involved in mentoring programs show improved self confidence, as well as improved relationships with their parents, teachers and peers; *and*

***WHEREAS***, the City of Gig Harbor is partnering with Pierce County Parks, Peninsula School District, The Boys & Girls Clubs of South Puget Sound, Pierce County Aging and Long Term Care, and the private sector, to secure the capability of building a Community Center to mentor with citizens of all ages; and

***WHEREAS***, Gig Harbor's Volunteer Center in the Bogue Building is working to recruit more adult mentors to serve as positive role models for many children and youth;

***NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim January, 2005, as***

### ***MENTORING MONTH***

**in Gig Harbor, and urge all citizens to join in expressing our appreciation for mentors and to "Share What You Know – Mentor A Child!"**

**In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 24<sup>th</sup> day of January, 2005.**

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

\_\_\_\_\_  
Date



TO: MAYOR WILBERT AND CITY COUNCIL  
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*  
SUBJECT: NEWSPAPER BID  
DATE: JANUARY 24, 2005

**INFORMATION/BACKGROUND**

In accordance with Gig Harbor Municipal Code, Chapter 1.20, the City shall solicit bids for the City's "official newspaper."

We have received one bid from The Peninsula Gateway, which is attached.

**RECOMMENDATION**

Staff recommends a motion to award official newspaper status to the Peninsula Gateway for the year 2005.



## **CALL FOR BIDS**

Bids are being requested by the City of Gig Harbor for the following services:

"Official newspaper" as designated under Chapter 65.16 RCW and which has a general circulation within the City of Gig Harbor.

The bids should contain the following: 1) Statement indicating the publication's qualification as a legal newspaper as provided under RCW 65.16.020 and general circulation within the boundaries of the City of Gig Harbor city limits, 2) type size and column size, 3) circulation distribution, includes subscriptions and newsstand sales per distribution, and 4) advertising representative.

Sealed bids must be received at City Hall by 4:30 p.m., Tuesday, January 18, 2005, 3510 Grandview Street, Gig Harbor, WA 98335. Bids must be marked on the outside: "Bid - Official Newspaper." The City Council shall award the "official newspaper" services to the lowest responsible bidder in accordance with RCW 35.23.352, and further reserves the right to reject all bids received.

Molly Towslee  
City Clerk

January 14, 2005

Mark Hoppen  
City Administrator  
3510 Grandview St.  
Gig Harbor, WA 98335  
RE: BID-OFFICIAL NEWSPAPER



Dear Mr. Hoppen:

Thank you for the opportunity to bid on the designation as "Official Newspaper" for the City of Gig Harbor. This letter is our formal bid for the city's legal advertising.

The Peninsula Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,600 households purchase The Peninsula Gateway each week through home delivery and newsstand outlets in the Gig Harbor/Peninsula area (25% through single copy locations). We publish 1 time each week on Wednesday, 52 weeks per year.

The Peninsula Gateway is a business located in the city limits of Gig Harbor. We employ more than 40 full and part-time employees, and through our commercial web press printing division bring in more than \$2.1 million out-of-town dollars into our community each year.

For the 2005 calendar year, we are proposing a rate of .63 cents per agate line or \$8.82 per column inch, a 5.6% increase over 2004

Type size: 6 point  
Column width: 11 picas

Advertising Representative for Legal Advertising:

Donna Natucci,  
Phone: 253-853-9222  
Fax: 253-851-3939  
Email: [donna.natucci@mail.tribnet.com](mailto:donna.natucci@mail.tribnet.com)

The Peninsula Gateway's Legal advertising rate offered to the City of Gig Harbor is effective December 27, 2004 through December 25, 2005.

We look forward to our continued good relationship with the City of Gig harbor.

Michael S. Leonard  
Advertising Director  
(253) 853-9241



TO: CITY COUNCIL  
FROM: MAYOR GRETCHEN WILBERT *GW*  
SUBJECT: ADVISORY COMMITTEES  
DATE: JANUARY 24, 2005

**INFORMATION/BACKGROUND**

I invited Councilmembers to self-select the committees that may be of interest to them for the upcoming year. The following list is a result of that invitation.

Finance Committee: Councilmembers Ekberg, Conan, and Young.  
Public Safety: Councilmembers Dick, Picinich, and Ruffo.  
Community Development: Councilmembers Dick, Franich, and Young.  
Parks: Councilmembers Picinich, Ruffo, and Ekberg.

The Public Safety Committee is required by OSHA to meet at least once a year. The others meet on an as-needed basis.

**RECOMMENDATION:**

A motion accepting these appointments for the Council Committees for 2005.





"THE MARITIME CITY"

ADMINISTRATION

**TO:** CITY COUNCIL  
**FROM:** MAYOR GRETCHEN WILBERT *gw*  
**SUBJECT:** MAYOR PRO TEM FOR 2005  
**DATE:** JANUARY 24, 2005

**INFORMATION/BACKGROUND**

At the second regular meeting in January of each year, the GHMC calls upon the members of the City Council to elect a mayor pro tempore, who in case of the absence of the Mayor, performs the duties of Mayor.

I would like to thank Councilmember Jim Franich for serving as Mayor Pro Tem during 2004, and recommend that Councilmember Steve Ekberg be elected to Mayor Pro Tem for this upcoming year.

**RECOMMENDATION**

A motion to approve the election of Steve Ekberg to Mayor Pro Tempo rare for the year 2005.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.** *[Signature]*  
**CITY ENGINEER**  
**SUBJECT: PURCHASE AUTHORIZATION FOR LARGE FORMAT PLOTTER**  
**DATE: JANUARY 24, 2005**

**INTRODUCTION/BACKGROUND**

As identified in the 2005 Budget was the purchase a large format plotter.

Price quotations for a Hewlett Packard HP5500PS Plotter were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 593). The price quotations are summarized below:

**Hewlett Packard HP5500PS**

<u>Vendor</u>	<u>Total</u> (including tax)
Hewlett Packard	\$ 9,806.14
DLT Solutions	\$ 11,219.40
Washington State DIS	\$ 11,605.53

The lowest price quotation received was from Hewlett Packard for the plotter in the amount of \$9,806.14, including state sales tax.

**ISSUES/FISCAL IMPACT**

The purchase and installation of the Hewlett Packard Plotter is within the budgeted amount of \$44,700, as identified in the 2005 Budget and listed under the Capital Outlay section of the Water, Sewer, Storm, Parks and Street funds. The cost will be divided between each of these funds.

**RECOMMENDATION**

I recommend that the Council authorize the purchase of the Hewlett Packard HP5500PS Plotter from Hewlett Packard for their price quotation proposal of Nine Thousand Eight Hundred Six dollars and Fourteen cents (\$9,806.14), including state sales tax.



**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: LOBBYIST CONTRACT – TIM SHELLBURG**  
**DATE: JANUARY 19, 2005**

*MH*

**INFORMATION/BACKGROUND**

Attached is the contract for Tim Shellburg of Smith Alling Lane to represent the city's interests in Olympia during this legislative session. Tim Shellburg filled this role for the City of Gig Harbor in 2004, and the City Council budgeted for the continuation of his services in 2005.

**POLICY CONSIDERATIONS**

The contract is like last year's contract, extending from January, 2005 through May, 2005. Tim will track legislation, provide necessary information, attend meetings involving city interests, educate relevant legislators, coordinate with City of Gig Harbor officials to testify as necessary, and lobby for the city's interests.

**FINANCIAL CONSIDERATIONS**

The city will contract for five months of service at \$2000 per month. No consultant expenses will be billed to the city outside of this billing cost. This \$10,000 contract is within the budgeted \$15,000 City Council allocation for these purposes in the 2005 budget.

**RECOMMENDATION**

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

**CITY OF GIG HARBOR  
CONSULTING AGREEMENT**

This Agreement is entered into by and between City of Gig Harbor and any other party hereto, as is identified in the consultant's signature block below (hereinafter referred to as "Consultant"), upon the following terms and conditions:

- A. Scope of Work.** Consultant will advise and assist the City of Gig Harbor in accordance with Consultant's Scope of Work, described in Attachment "A" hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the "Services"). Consultant's Services will be in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance.
- B. Compensation; Expenses.** The City of Gig Harbor will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment "A".
- C. Invoices; Payment.** Consultant will furnish the City of Gig Harbor invoices at regular intervals, as set forth in Attachment "A".
- D. Term.** Consultant shall promptly begin the Services hereunder on the date set forth in Attachment "A" and shall terminate same on the date set forth in Attachment "A", unless earlier terminated by mutual agreement. The City of Gig Harbor or consultant may terminate consultant services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days notice.
- E. Ownership of Work Product.** The product of all work performed under this agreement, including reports, and other related materials shall be the property of the City of Gig Harbor or its nominees, and the City of Gig Harbor or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.
- G. Independent Contractor.** Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of the City of Gig Harbor, or to empower consultant to bind or obligate the City of Gig Harbor in any way. Consultant is solely responsible for paying all of Consultant's own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.
- H. Release of Claims; Indemnity.** Consultant hereby releases, and shall defend, indemnify and hold harmless the City of Gig Harbor from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant's fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.
- I. Assignment.** Consultant's rights and obligations hereunder shall not be assigned or transferred without the City of Gig Harbor's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

**ATTACHMENT "A" TO  
CITY OF GIG HARBOR CONSULTING AGREEMENT**

- A. Scope of Work:** Consultant shall provide the City of Gig Harbor with the following governmental affair services:

Washington State Legislative Session

- Identify and track all relevant legislation
  - Provide City of Gig Harbor with updates as needed.
  - Attend all relevant legislative hearings where the City of Gig Harbor's interests are directly affected.
  - Attend all relevant legislative meetings where the City of Gig Harbor's interests are directly affected.
  - Educate relevant legislators that Gig Harbor is represented by Smith Alling Lane in Olympia.
  - Coordinate City of Gig Harbor officials to testify at relevant legislative hearings.
  - Lobby to pass, defeat or amend legislation introduced by other interests that negatively directly affect the City of Gig Harbor's interests.
  - This contract does not include lobbying to introduce and pass legislation where the City of Gig Harbor is the entity originating the legislation. If the City of Gig Harbor wishes to have legislation introduced and passed, a separate contract will be necessary.
- B. Compensation/Expenses:** The City of Gig Harbor shall pay Consultant \$2,000 each month during the months of January 2005 through May 2005. Consultant shall not bill any expenses to the City of Gig Harbor.
- C. Invoices/Payments:** (a) Consultant shall furnish the City of Gig Harbor with invoices for services performed on a monthly basis, and (b) the City of Gig Harbor shall pay each of Consultant's invoices within thirty (30) days after the City of Gig Harbor receipt and verification.
- D. Term of Agreement:** Consultant's services shall commence on January 1, 2005 and shall terminate on May 31, 2005.

**J. Governing Law; Severability.** This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

**K. Arbitration.** Any dispute between the parties related to or arising out of the subject matter of this Agreement shall be resolved exclusively through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in Washington State.

**L. Entire Agreement; Etc.** This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

**Consultant:** Smith Alling Lane --  
Timothy M. Schellberg

Sign: *Timothy M. Schellberg*

Date: 12/23/04

Tax ID No.: 91-1257316

**City of Gig Harbor:**

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.** *SM*  
**CITY ENGINEER**  
**RE: 36<sup>TH</sup> STREET NW AND POINT FOSDICK DRIVE NW PHASE 2**  
**INTERSECTION IMPROVEMENT PROJECT**  
**- PERMANENT RIGHT-OF-WAY EASEMENT AND TEMPORARY**  
**SLOPE EASEMENT AGREEMENTS FOR THE WATLAND PROPERTY**  
**DATE: JANUARY 24, 2005**

**INTRODUCTION/BACKGROUND**

As part of the City's 36<sup>th</sup> Street NW and Point Fosdick Drive NW Phase 2 Intersection Improvement Project (CSP-0029), agreements for a Permanent Right-of-Way Easement and a Temporary Slope Easement are required from parcel number 0221204023 owned by Jay and Marion Watland. In order for the City to have access and the ability to construct this project, the subject easements have been granted by the owners for these purposes. The Right-of-Way Easement shall be 435 square feet and the Temporary Slope Easement shall be 1,442 square feet (see attached exhibits).

The City's standard agreements for Dedication of Permanent Right-of-Way Easement and Temporary Slope Easement have been drafted and approved by Carol Morris, City Attorney.

City Council approval of the easement agreements is being requested.

**FISCAL CONSIDERATIONS**

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

**RECOMMENDATION**

I recommend that City Council approve these agreements as presented.

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

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and JAY W. WATLAND AND MARION WATLAND, HUSBAND AND WIFE, AND MARK T. WATLAND, AS HIS SEPARATE ESTATE, AND DONALD R. WATLAND, AS HIS SEPARATE ESTATE, IN UNDIVIDED INTERESTS, (hereinafter the "Owners"), whose mailing address is 9610 - 85<sup>th</sup> Avenue NW, Gig Harbor WA 98332-6744.

**RECITALS**

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the Watland Property, 1902 Pt. Fosdick Dr. NW, Gig Harbor, WA 98335, (Tax Parcel Number 0221204023) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

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

WHEREAS, a map showing the location of the Permanent Right-of-Way Easement is attached hereto as **Exhibit "C"** and by this reference incorporated herein; and

WHEREAS, in exchange for the Owners' dedication of the Right of Way, the Owners will obtain the benefits of the operation of the 36<sup>TH</sup> STREET NW / PT. FOSDICK DRIVE NW Phase 2 Intersection Improvements (CSP -0029); and

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

**TERMS**

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

A. Grant of Permanent Right-of-Way Easement. The Owners hereby convey and grant to the City, its successors and assigns, a nonexclusive Permanent Right-of-Way Easement over, in, along, across, under and upon the Northerly corner of the Owners' property as the easement is legally described in **Exhibit "B"** and as depicted in a map attached hereto and incorporated herein as **Exhibit "C"**.



The Grant of the Permanent Right-of-Way Easement shall also dedicate to the City, the nonexclusive right of ingress to and egress from the Permanent Right-of-Way Easement over the Owners' property, and for the reconstruction, operation, repair and maintenance of same. This Permanent Right-of-Way Easement shall commence on the date of execution of this Agreement.

**B. Conditions.** This Permanent Right-of-Way Easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

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

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

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

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

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

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

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

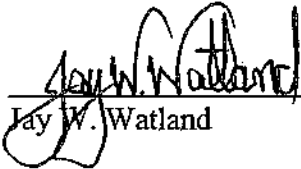
Section 6. Any invalidity, in whole or in part, of any provision of this agreement shall not affect the validity of any other provision.

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


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

**ACCEPTANCE:**

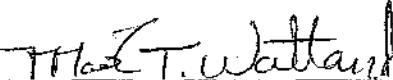
CITY OF GIG HARBOR

  
Jay W. Watland

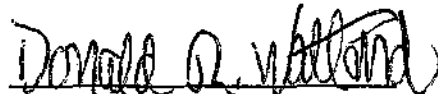
By: \_\_\_\_\_  
Its Mayor


  
Marion Watland

Attest:  
By: \_\_\_\_\_  
City Clerk

  
Mark T. Watland

Approved as to form:

  
Donald R. Watland

By:   
City Attorney

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 she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

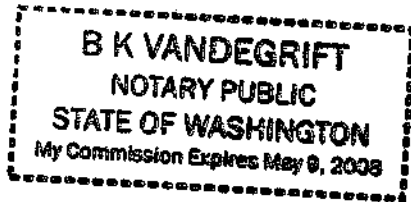
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that JAY W. WATLAND is the person who appeared before me, and said person acknowledged that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: December 1, 2004

Jay W. Watland  
\_\_\_\_\_  
(Signature)

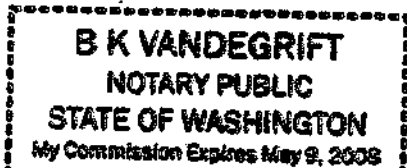
BK Vandegrift  
\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
Residing at: Gig Harbor  
My appointment expires: 5-9-08



STATE OF WASHINGTON )  
 )  
COUNTY OF Pierce ) ss.

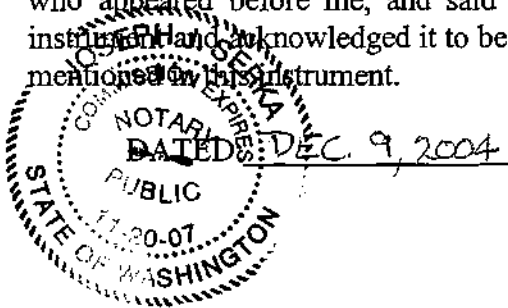
I certify that I know or have satisfactory evidence that MARION WATLAND is the person who appeared before me, and said person acknowledged that she is authorized to execute the instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: December 1, 2004



STATE OF WASHINGTON )  
 )  
COUNTY OF PIERCE ) ss.

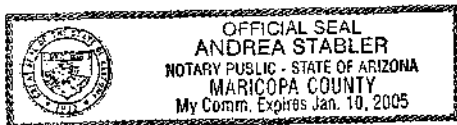
I certify that I know or have satisfactory evidence that MARK T. WATLAND is the person who appeared before me, and said person acknowledged that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.



STATE OF ARIZONA )  
 )  
COUNTY OF MARICOPA ) ss.

I certify that I know or have satisfactory evidence that DONALD R. WATLAND is the person who appeared before me, and said person acknowledged that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: 12/13/04



Marion Watland  
(Signature)  
B K Vandegrift  
NOTARY PUBLIC, State of Washington,  
Residing at: Pig Harbor  
My appointment expires: 5-9-08

Mark T. Watland  
(Signature)  
Joseph J. Luka  
NOTARY PUBLIC, State of Washington,  
Residing at: OLANA, WA.  
My appointment expires: 11/20/07

Donald R. Watland  
(Signature)  
Andrea Stabler  
NOTARY PUBLIC, State of Arizona  
Residing at: NARCO  
My appointment expires: 1-10-05

## EXHIBIT A

### PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, LYING EAST OF THE EASTERLY LINE OF PT. FOSDICK-GIG HARBOR HIGHWAY, IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE EAST 330 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;

ALSO EXCEPT OTTO JAHN COUNTY ROAD;

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

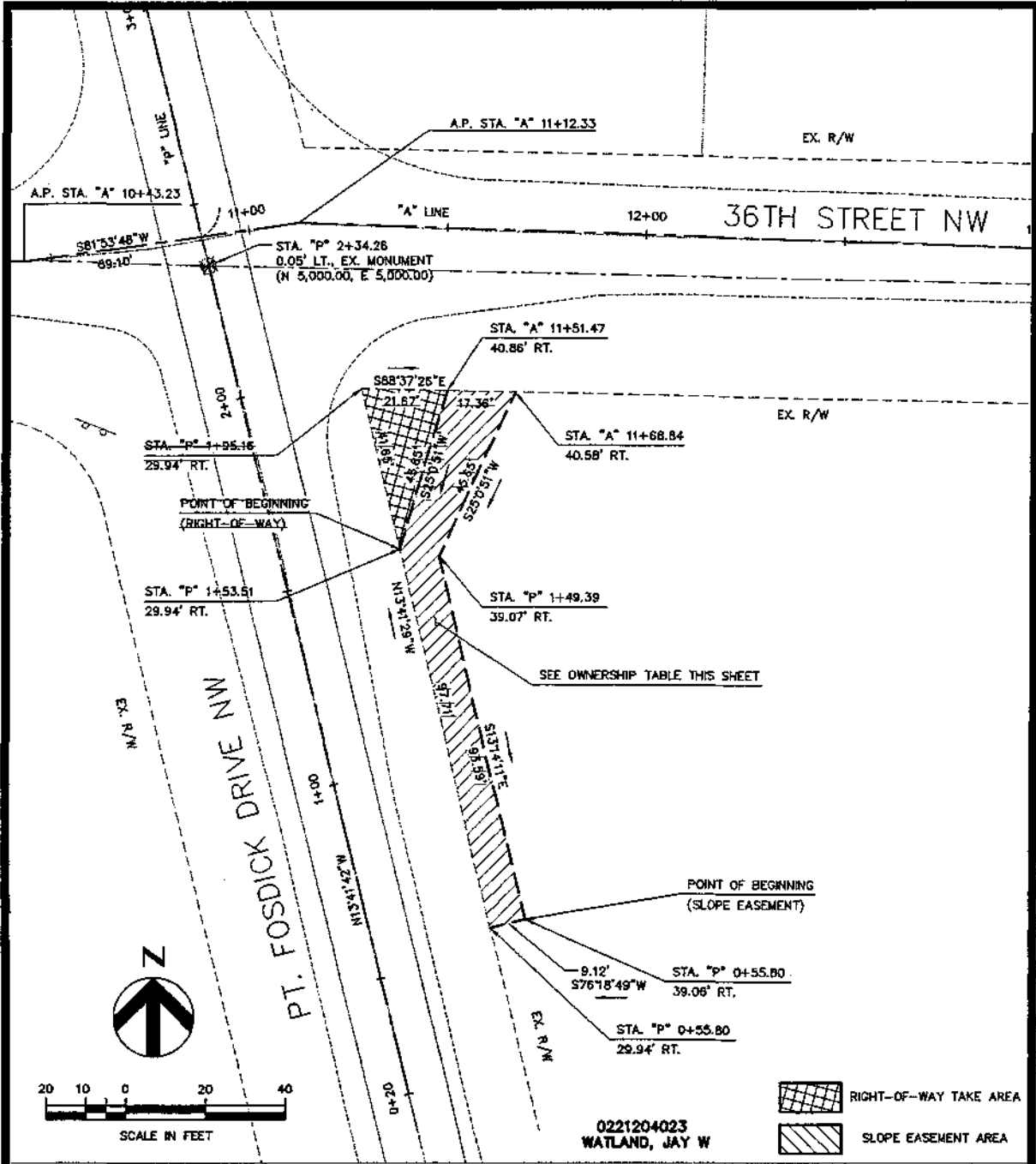
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.; THENCE NORTH  $88^{\circ}20'30''$  WEST 369.45 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH  $08^{\circ}30'27''$  EAST 670 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION; THENCE EAST TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.

## EXHIBIT B

### PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221204023 (EXHIBIT "A") DESCRIBED AS A "435 S.F. PERMANENT RIGHT OF WAY EASEMENT" THAT ABUTTS THE RIGHT OF WAY OF PT. FOSDICK DRIVE NW AND 36<sup>TH</sup> STREET NW DESCRIBED BELOW:

BEGINNING AT A POINT ALONG THE CENTERLINE OF PT. FOSDICK DRIVE NW AND 29.94' RIGHT OF STA. "P" 1+53.51, AS IDENTIFIED ON EXHIBIT "C" AS POINT OF BEGINNING (RIGHT-OF-WAY); THENCE N13°41'29"W, A DISTANCE OF 41.65' TO STA. "P" 1+95.16 AND 29.94' RT.; THENCE S88°37'26"E, A DISTANCE OF 21.67' TO A POINT ALONG THE CENTERLINE OF 36<sup>TH</sup> STREET NW AND 40.86' RIGHT OF STA. "A" 11+51.47; THENCE S25°00'51"W 45.65' TO STA. "P" 1+53.51 AND 29.94' RT. TO POINT OF BEGINNING (RIGHT-OF-WAY).



**BASIS OF BEARINGS**

PER PLAT OF DISCOVERY POINT RECORDED UNDER  
AUDITOR'S FEE NO. 960404167

**OWNERSHIP**

PARCEL NO.	NAME	RIGHT OF WAY TAKE	SLOPE ESMT.
0221204023	WATLAND, JAY W	435 S.F.	1442 S.F.

36TH STREET NW/PT FOSDICK DRIVE NW  
PHASE 1 INTEREM INTERSECTION IMPROVEMENTS  
RIGHT OF WAY AQUISITION

**EXHIBIT C**

**AGREEMENT FOR DEDICATION OF  
TEMPORARY SLOPE EASEMENT  
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and JAY W. WATLAND AND MARION WATLAND, HUSBAND AND WIFE, AND MARK T. WATLAND, AS HIS SEPARATE ESTATE, AND DONALD R. WATLAND, AS HIS SEPARATE ESTATE, IN UNDIVIDED INTERESTS, (hereinafter the "Owners"), whose mailing address is 9610 - 85<sup>th</sup> Avenue NW, Gig Harbor WA 98332-6744.

**RECITALS**

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the Watland Property, SE corner of Pt. Fosdick Drive NW and 36<sup>th</sup> Street NW, Gig Harbor, WA (Tax Parcel Number 0221204023) which is legally described in Exhibit "A", (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate a Temporary Slope Easement, which easement is legally described in Exhibit "B" (the "Temporary Slope Easement") which is attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the 36<sup>TH</sup> STREET NW/ PT. FOSDICK DRIVE NW Phase 2 Intersection Improvements (CSP -0029); and

WHEREAS, in exchange for the Owners' dedication of the Temporary Slope Easement, the Owners will obtain the benefits associated with construction of the 36<sup>TH</sup> STREET NW / PT. FOSDICK DRIVE NW Phase 2 Intersection Improvements (CSP -0029); and

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

**TERMS**

Section 1. Grant of Temporary Slope Easement to the City.

A. **Grant.**

1. TEMPORARY SLOPE EASEMENT. The Owners hereby grant a nonexclusive Temporary Slope Easement for the purpose necessarily and reasonably related to the construction of the 36<sup>TH</sup> STREET NW / PT. FOSDICK DRIVE NW Phase 2 Intersection Improvements (CSP -0029); across, along, in, upon, under and over the Owners' property as the easement is described in Exhibit "B" and as depicted in a map attached hereto and incorporated herein as Exhibit "C".



The City shall, upon completion of any work within the Property covered by this easement, restore the surface of the easement and any private improvements disturbed or destroyed by the City during execution of the work, as nearly as practicable to the conditions described in the roadway improvement project's plans and specifications. This Temporary Slope Easement shall commence on the date of execution of this Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. **Conditions.** The Temporary Slope Easement described above is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

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

2. The Owners shall not retain the right to use the surface or the area beneath the Roadway, once it is constructed. The Owners shall not use any portion of the areas within the Temporary Slope Easement for any purpose inconsistent with the City's construction of the Roadway, during the term of this Agreement. The Owners shall not construct any structures or plant any landscaping on or over the Temporary Slope Easement during the term of this Agreement.

3. The City shall have all necessary access to the Temporary Slope Easement without prior notification to the Owners.

Section 2. The rights granted herein to the City shall continue in force until such time as the City Council accepts the roadway improvements for public ownership and maintenance.

Section 3. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 4. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

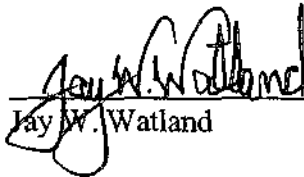
Section 5. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.

Section 6. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

ACCEPTANCE:

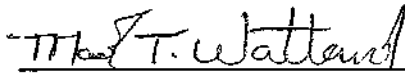
CITY OF GIG HARBOR

  
Jay W. Watland

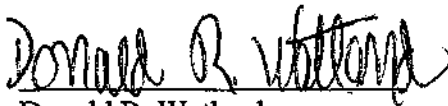
By: \_\_\_\_\_  
Its Mayor

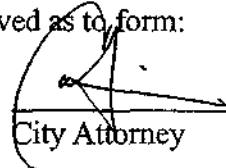
  
Marion Watland

Attest:  
By: \_\_\_\_\_  
City Clerk

  
Mark T. Watland

Approved as to form:

  
Donald R. Watland

By:   
City Attorney

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 was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,

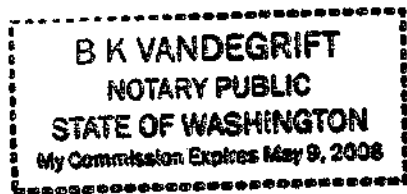
Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that JAY W. WATLAND is the person who appeared before me, and said person acknowledged that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: December 4, 2004



Jay W. Watland  
(Signature)

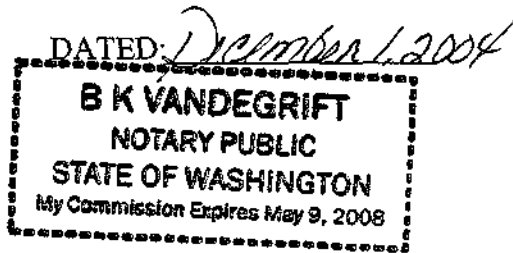
\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,

Residing at: Gig Harbor WA

My appointment expires: 5-9-08

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

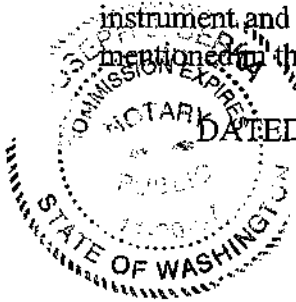
I certify that I know or have satisfactory evidence that MARION WATLAND is the person who appeared before me, and said person acknowledged that she is authorized to execute the instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in this instrument.



Marion Watland  
(Signature)  
B K Vandegrift  
NOTARY PUBLIC, State of Washington,  
Residing at: Gig Harbor  
My appointment expires: 5-9-08

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that MARK T. WATLAND is the person who appeared before me, and said person acknowledged that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.



DATED: DEC. 9, 2004

Mark T. Watland  
(Signature)  
Joseph J. Suda  
NOTARY PUBLIC, State of Washington,  
Residing at: OLALLA, WA  
My appointment expires: 11/20/07

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

I certify that I know or have satisfactory evidence that DONALD R. WATLAND is the person who appeared before me, and said person acknowledged that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: 12/13/04

Donald R. Watland  
Andrea Stabler  
(Signature)



NOTARY PUBLIC, State of Arizona,  
Residing at: NAFCU  
My appointment expires: 1-10-05

## EXHIBIT A

### PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, LYING EAST OF THE EASTERLY LINE OF PT. FOSDICK-GIG HARBOR HIGHWAY, IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE EAST 330 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;

ALSO EXCEPT OTTO JAHN COUNTY ROAD;

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

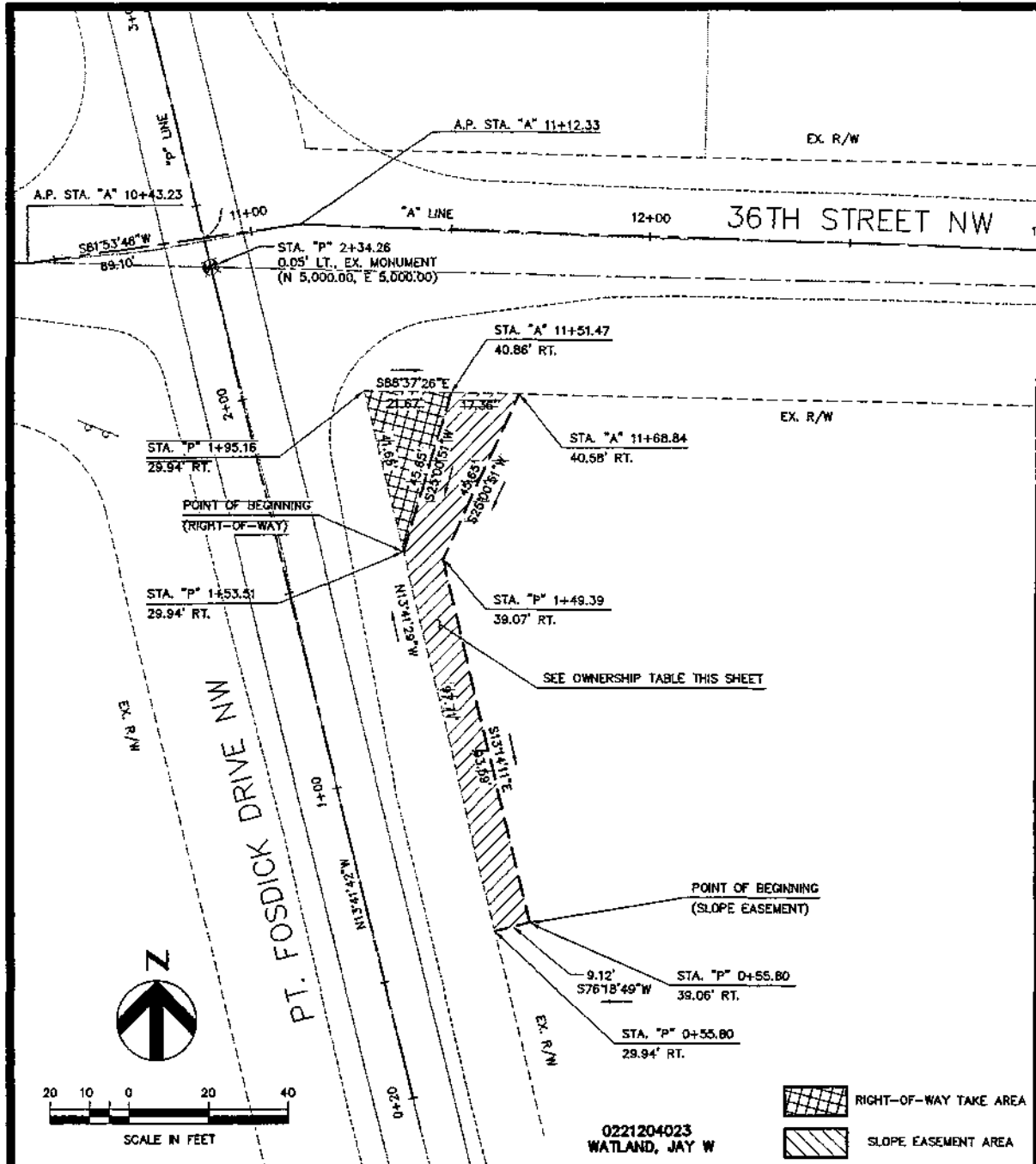
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.; THENCE NORTH  $88^{\circ}20'30''$  WEST 369.45 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH  $08^{\circ}30'27''$  EAST 670 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION; THENCE EAST TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.



## EXHIBIT B

### TEMPORARY SLOPE EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221204023 (EXHIBIT "A") DESCRIBED AS A "1442 S.F. TEMPORARY SLOPE EASEMENT" THAT ABUTTS THE RIGHT OF WAY OF PT. FOSDICK DRIVE NW, THE "PERMANENT RIGHT OF WAY EASEMENT", AND 36TH STREET NW AND IS DESCRIBED BELOW:

BEGINNING AT A POINT ALONG THE CENTERLINE OF PT. FOSDICK DRIVE NW AND 39.06' RIGHT OF STATION "P" 0+55.80, AS IDENTIFIED ON EXHIBIT "C" AS POINT OF BEGINNING (SLOPE EASEMENT); THENCE S76°18'49"W, A DISTANCE OF 9.12' TO STA. "P" 0+55.80 AND 29.94' RT.; THENCE N13°41'29"W, A DISTANCE OF 97.71' TO STA. "P" 1+53.51 AND 29.94' RT.; THENCE N25°00'51"E TO A POINT ALONG THE CENTERLINE OF 36<sup>TH</sup> STREET NW TO STA. "A" 11+51.47 AND 40.86' RT; THENCE S88°37'26"E TO STA. "A" 11+68.84 AND 40.58' RT.; THENCE S25°00'51"W TO STA. "P" 1+49.39 AND 39.07' RT. FROM THE CENTERLINE OF PT FOSDICK DRIVE NW; THENCE S13°14'11"E 93.59' TO STA. "P" 0+55.80 AND 39.06' RT. TO THE POINT OF BEGINNING (SLOPE EASEMENT).



 RIGHT-OF-WAY TAKE AREA  
 SLOPE EASEMENT AREA

0221204023  
WATLAND, JAY W

**BASIS OF BEARINGS**  
PER PLAY OF DISCOVERY POINT RECORDED UNDER  
AUDITOR'S FEE NO. 9604040167

OWNERSHIP			
PARCEL NO.	NAME	RIGHT OF WAY TAKE	SLOPE ESMT.
0221204023	WATLAND, JAY W	435 S.F.	1442 S.F.

36TH STREET NW/PT FOSDICK DRIVE NW  
INTERSECTION IMPROVEMENTS  
RIGHT OF WAY AQUISITION

**EXHIBIT C**



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: ROB WHITE** *[Signature]*  
**SENIOR PLANNER**  
**RE: EASEMENT AGREEMENT - LUENGEN PUBLIC SHORELINE VIEWING ACCESS**  
**DATE: JANUARY 24, 2005**

**INTRODUCTION/BACKGROUND**

As part of the Luengen Building approval, the Hearing Examiner required that the owner provide a public access easement for the purposes of shoreline viewing. The easement shall be approximately 100 square feet, plus half of the stairs leading up to the viewing area (see attached exhibits).

The city's standard easement agreement has been drafted and approved by Carol Morris, City Attorney.

City Council approval of the easement agreement is being requested.

**FISCAL CONSIDERATIONS**

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

**RECOMMENDATION**

I recommend that City Council approve this agreement.



**AFTER RECORDING MAIL TO:**

**BROWN YANDO, PLLC**  
3515 S. 15<sup>th</sup> St., Suite 201  
Tacoma, WA 98405

Document Title: Easement for Public Viewing Access

Grantor: Luengen, LLC, a Washington Limited Liability Company

Grantee: City of Gig Harbor, a Municipal Corporation

Legal Description: 02E21N 06 NE SE

Legal Descriptions are on Page(s) 1 & 3 of Document.

Parcel Number: 022106 110 1

RECEIVED  
CITY OF GIG HARBOR

JAN 07 2005

COMMUNITY  
DEVELOPMENT

---

**EASEMENT AGREEMENT FOR PUBLIC VIEWING ACCESS**

This Agreement for the public's use of a Public Viewing Access Easement is made and entered into this        day of JAN, 2005, by and between Luengen, LLC, a Washington Limited Liability Company, hereinafter referred to as "Grantor," and the City of Gig Harbor, a Washington municipal corporation, hereinafter referred to as "Grantee" or "City."

**RECITALS**

WHEREAS, Grantor is the owner of the property located at 9014 Peacock Hill Ave, Gig Harbor, WA 98332, which is legally described in Exhibit A, attached hereto and incorporated herein by this reference, and who applied for a site plan approval, design review and substantial shoreline development permit from the City under City Permit No. SPR 01-02, DRB 01-06, and SDP 01-01; and

WHEREAS, the City granted the site plan approval, design review and substantial shoreline development permit, but imposed a condition on the permits that Grantor

provide to the City an Easement for Public Viewing Access for the area identified in Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor desires to comply with the condition of the site plan approval, design review and substantial shoreline development permit by executing this Easement for Public Viewing Access on the Property; Now, Therefore,

### TERMS

Section 1. Grantor, as the owner of the Property identified in Exhibit A, for Ten Dollars and other good and valuable consideration described above, agrees to grant and convey to the City of Gig Harbor, Grantee, for the benefit of the public, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") on the surface of the property described in Exhibit B, for the purpose of public viewing.

Section 2. This Easement is granted subject to and conditioned on the following terms, conditions and covenants, which the parties agree to faithfully and fully observe and perform:

A. Term. This Easement shall commence immediately after execution by both parties. This Easement is a condition of the site plan approval, design review and substantial shoreline development permit, and shall be effective until the Grantor (or any subsequent owner of the property) obtains a new development permit from the City that has the effect of completely superceding the site plan approval, design review and substantial shoreline development permit and all use and development of the Property associated with such site plan approval, design review and substantial shoreline development permit.

B. Use. The Easement shall be used only for the purpose of a public viewing area. The public's use is non-exclusive. The use of the Easement by the public shall expressly exclude skate or skate-board use.

C. Immunity from Liability. The public's use of the public viewing area is subject to chapter 4.24 RCW.

D. Maintenance. The Grantor shall be responsible for any maintenance and/or repair of the Easement area.

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

F. Modifications and Waiver. This Easement may be modified or amended by written agreement by the Grantor and Grantee. The failure of any party to insist upon

strict performance of any of the terms and conditions of this Easement shall not be deemed a waiver of any rights or remedies that the party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in such terms, covenants or conditions.

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

H. Entire Agreement. This Easement and the site plan approval, design review and substantial shoreline development permit which required this Easement as a permit condition contain the entire agreement between the parties with respect to the subject matter hereof.

GRANTORS:

Luengen, LLC

By: Stephen Luengen

Its: member

GRANTEES:

City of Gig Harbor

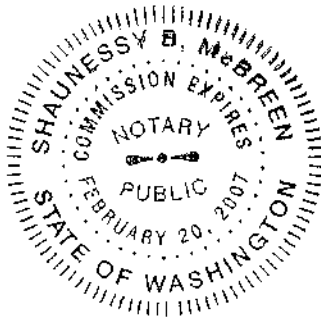
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE     )

On this 7<sup>th</sup> day of January, 2005 personally appeared before me, Stephen Luengen to me known to be the member, of Luengen, Inc. a Washington limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Shaunessy B. McBrean  
Print name Shaunessy B. McBrean  
NOTARY PUBLIC in and for the State of  
Washington, residing at: Gig Harbor  
My commission expires: 02-20-07

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared before me, \_\_\_\_\_, to me known to be the \_\_\_\_\_, of the City of Gig Harbor, a Washington municipal corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

Luengen Property

Parcel No.: 022106 110 1

A portion of the southeast quarter of the Northeast Quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian, in the City of Gig Harbor, Pierce County, Washington, described as follows:

Commencing at the most westerly corner of Lot 1, Block 2 of Prentice Addition to the City of Gig Harbor; thence along the northerly line of said addition N 44°27'55" E, 250.00 feet to the TRUE POINT OF BEGINNING; thence continuing N 44°27'55" E, 207.59 feet; thence N 88°56'22" E, 59.20 feet to the westerly right-of-way line of Peacock Hill Avenue; thence along the westerly right-of-way of said road S 00°01'55" W, 209.83 feet; thence S 89°58'05" E, 10.00 feet; thence S 00°01'55" W, 12.26 feet; thence S 31°06'02" W, 100.89 feet to a point on the northerly right-of-way line of Harborview Drive NW; thence N 45°33'20" W, 227.42 feet to the TRUE POINT OF BEGINNING.

Together with and subject to easements of record.

Containing 0.87 Acres, more or less.

**EXHIBIT "B"**

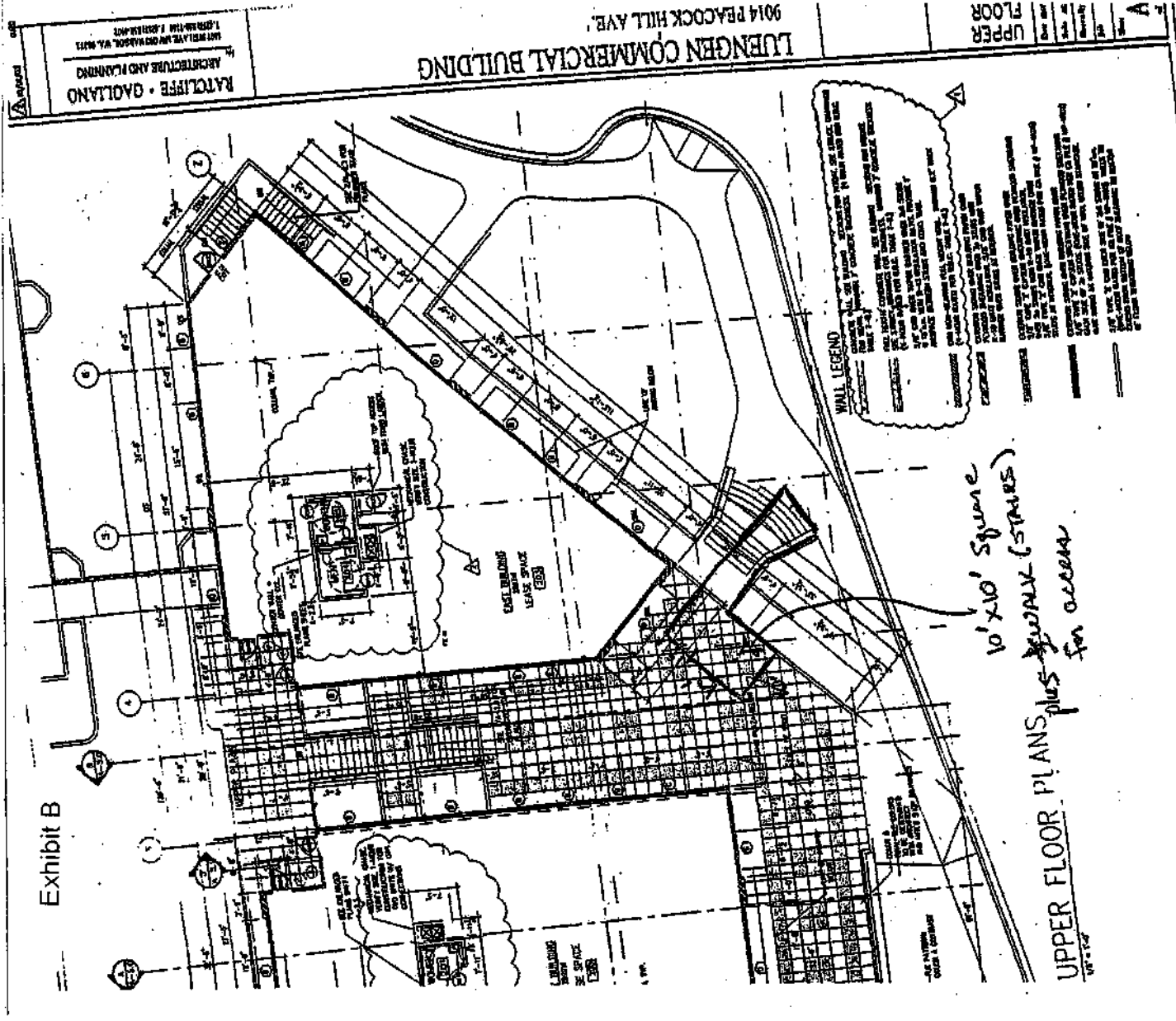
**Description of the Easement (Public Viewing Area)**

A portion of the southeast quarter of the Northeast Quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian, in the City of Gig Harbor, Pierce County, Washington, described as follows:

Commencing at the most westerly corner of Lot 1, Block 2 of Prentice Addition to the City of Gig Harbor; thence along the northerly line of said addition N 44°27'55" E, 250.00 feet; thence S 45°33'20" E, 227.42 feet to an angle point on the northerly right-of-way line of Harborview Drive NW, said angle point created by dedication deed AFN 200407260215; thence along the north right-of-way line of Harborview Drive N 31°06'02" E, 95.28 feet to the TRUE POINT OF BEGINNING; thence continuing thence N 31°06'02" E, 5.62 feet to another angle point in said right-of-way; thence N 00°01'55" E, 3.35 feet to the centerline of a concrete stairway; thence along said centerline, S 89°27'55" W, 30.43 feet; thence S 00°32'05" E, 15.00 feet; thence N 89°27'55" E, 10.00 feet to the edge of an open platform; thence along said platform edge N 00°32'05" W, 10.00 feet; thence N 89°27'55" E, 9.89 feet; thence along the south edge of the previously mentioned concrete stairway S 68°02'05" E, 8.19 feet to the TRUE POINT OF BEGINNING.

Containing 266 square feet, more or less.

Exhibit B



RATCHLIFE • GAGLIANO  
 ARCHITECTURE AND PLANNING  
 1201 W. BROADWAY, SUITE 100  
 ARLINGTON, VIRGINIA 22202

LUENGEN COMMERCIAL BUILDING  
 5014 PEACOCK HILL AVE.

UPPER FLOOR

**WALL LEGEND**

1. WALL TYPE 1: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE.

2. WALL TYPE 2: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE. WITH 1" X 1" GRID.

3. WALL TYPE 3: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE. WITH 1" X 1" GRID AND 1/2" X 1/2" SQUARE PANELS.

4. WALL TYPE 4: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE. WITH 1" X 1" GRID AND 1/2" X 1/2" SQUARE PANELS. WITH 1/2" X 1/2" SQUARE PANELS.

5. WALL TYPE 5: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE. WITH 1" X 1" GRID AND 1/2" X 1/2" SQUARE PANELS. WITH 1/2" X 1/2" SQUARE PANELS.

6. WALL TYPE 6: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE. WITH 1" X 1" GRID AND 1/2" X 1/2" SQUARE PANELS. WITH 1/2" X 1/2" SQUARE PANELS.

7. WALL TYPE 7: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE. WITH 1" X 1" GRID AND 1/2" X 1/2" SQUARE PANELS. WITH 1/2" X 1/2" SQUARE PANELS.

8. WALL TYPE 8: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE. WITH 1" X 1" GRID AND 1/2" X 1/2" SQUARE PANELS. WITH 1/2" X 1/2" SQUARE PANELS.

9. WALL TYPE 9: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE. WITH 1" X 1" GRID AND 1/2" X 1/2" SQUARE PANELS. WITH 1/2" X 1/2" SQUARE PANELS.

10. WALL TYPE 10: 1/2" GYPSUM BOARD ON 2" X 4" STUDS. FINISH: WHITE PLYMOUTH SHEETROCK. PAINT: WHITE. WITH 1" X 1" GRID AND 1/2" X 1/2" SQUARE PANELS. WITH 1/2" X 1/2" SQUARE PANELS.

10' x 10' Square  
 plus STAIRS (STAIRS)  
 for access

UPPER FLOOR PLANS  
 plus STAIRS (STAIRS)  
 for access



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID BRERETON** *DB*  
**DIRECTOR OF OPERATIONS**  
**SUBJECT: STINSON AVENUE PEDESTRIAN IMPROVEMENT PROJECT**  
**TOPOGRAPHIC SURVEY SERVICES - CONSULTANT SERVICES**  
**CONTRACT**  
**DATE: JANUARY 24, 2005**

**INTRODUCTION/BACKGROUND**

Budgeted objectives for 2005 include the construction of pedestrian improvements along the east side of Stinson Avenue. Topographic survey and related work is needed to provide vertical and horizontal grades and other information necessary to design the improvements.

After reviewing the Consultant Services Roster, the City contacted the survey firms of David Evans and Associates, Inc. and PriZm Surveying, Inc. and requested quotations to provide the above services. Upon review of the provided price quotations and proposals, the survey firm of PriZm Surveying, Inc. was selected to perform the work. Selection was based on their understanding of the project, extensive municipal survey experience, and outstanding recommendations from outside jurisdictions that have used the selected consultant for similar tasks.

The scope includes topographic surveying along the project limits.

**POLICY CONSIDERATIONS**

PriZm Surveying, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

**FISCAL CONSIDERATIONS**

This project was anticipated in the adopted 2005 Budget and is within the 2005 Street Operating budgeted allocation of \$50,000, objective #16

**RECOMMENDATION**

I recommend that the Council authorize the execution of the Consultant Services Contract with PriZm Surveying, Inc. for survey work in the amount not to exceed Four Thousand Five Hundred Twenty-two dollars and Fifty cents (\$4,522.50).



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PRIZM SURVEYING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PriZm Surveying, Inc., a corporation organized under the laws of the State of Washington, located and doing business at PO Box 110700, Tacoma, Washington 98411 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the survey and mapping work for the Stinson Avenue Sidewalk Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 5, 2005 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand Five Hundred Twenty-two dollars and Fifty cents (\$4,522.50) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

L:\CONTRACTS & AGREEMENTS (Standard)\ConsultantServicesContract\_PriZm-Surveying Stinson.doc

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by February 24, 2005; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records

and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work and Cost referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## VIII. Insurance

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

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

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

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

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

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

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

## IX. Exchange of Information

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

#### **X. Ownership and Use of Records and Documents**

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

#### **XI. City's Right of Inspection**

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

#### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

#### **XIII. Work Performed at the Consultant's Risk**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done

at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

#### **XIV. Non-Waiver of Breach**

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

#### **XV. Resolution of Disputes and Governing Law**

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

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

#### **XVI. Written Notice**

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

CONSULTANT  
Dennis J. Pierce, P.L.S.  
PriZm Surveying Inc.  
PO Box 110700  
Tacoma, Washington 98411  
(253) 404-0983

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

**XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

By: CONSULTANT  
*[Signature]*  
its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Dennis J. Pierce, P.L.S.  
PriZm Surveying Inc.  
PO Box 110700  
Tacoma, Washington 98411  
(253) 404-0984

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk



STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE        )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_



Exhibit A  
Scope of Services

**PriZm Surveying, Inc.**  
P.O. Box 110700  
Tacoma, Washington 98411

  
Professional  
Land Surveyors

(253) 404-0983  
(253) 404-0984 fax

JANUARY 5, 2004

GUS GARCIA  
CITY OF GIG HARBOR  
3570 GRANDVIEW  
GIG HARBOR, WA. 98335

RE: STINSON AVENUE SIDEWALK IMPROVEMENTS

MR. GARCIA

THANK YOU FOR THE OPPORTUNITY TO PROVIDE A PROPOSAL FOR TOPOGRAPHIC SURVEYING AND MAPPING OF THE AREA OF STINSON ROAD WE VISITED YESTERDAY FOR CURB AND SIDEWALK IMPROVEMENTS.

**TASK 1**

ESTABLISH A HORIZONTAL AND VERTICAL CONTROL NETWORK BASED STATE PLANE COORDINATES NAD 1983/91 UTILIZING PIERCE COUNTY MONUMENT RECORDS. SITE CONTROL WILL BE ESTABLISHED USING EITHER GPS OR CONVENTIONAL SURVEYING METHODS. VERTICAL DATUM WILL BE NGVD 29 AND BE SET ALSO UTILIZING EXISTING PIERCE COUNTY RECORDS. **THE COST FOR THIS TASK WILL BE \$560.00.**

**TASK 2**

THIS TASK WILL ENCOMPASS THE FIELD TOPOGRAPHIC SURVEYING PORTION OF THE PROJECT. INFORMATION WILL BE GATHERED TO PROVIDE A 1' CONTOUR MAP AFTER FINAL DRAFTING. THE LIMITS OF SURVEY WILL BE RIGHT OF WAY TO RIGHT OF WAY OF STINSON AVENUE FROM EDWARDS DR. TO ROSEDALE ST. INCLUDING INTERSECTIONS. **THE COST FOR THIS TASK WILL BE \$2200.00.**

**TASK 3**

GENERATE A CONTOUR MAP SHOWING A 1' CONTOUR INTERVAL OF THE DESIGNATED AREA (UTILIZING ACAD VER 14 OR NEWER). SHOWING SURFACE FEATURES, MONUMENTATION AND RIGHT OF WAY LIMITS. **THE COST FOR THIS TASK WILL BE \$1200.00**

**TASK 4**

RIGHT OF WAY OF THE ROADWAYS WILL BE ESTABLISHED THROUGH COUNTY RECORDS AND EXISTING MONUMENTATION. THIS ITEM INCLUDES ALL RESEARCH AND CALCULATIONS NEEDED TO POSITION THE RIGHT OF WAY LINES. **THE COST FOR THIS TASK WILL BE \$562.50.**

**TOTAL COST FOR THE PROJECT WILL BE \$4522.50**

THE TIME FRAME FOR COMPLETION OF THE PROJECT WILL BE SIX TO EIGHT WORKING DAYS, FROM THE NOTICE TO PROCEED. WE FORESEE APPROXIMATELY 2-3 FIELD DAYS AND 2-3 DAYS OF OFFICE RESEARCH AND DRAFTING TO COMPLETE THE TASKS.

Stinson Ave,  
January 5, 2005  
Page 2

PLEASE FEEL FREE TO CONTACT ME WITH QUESTIONS YOU MIGHT HAVE.

SINCERELY



DENNIS J. PIERCE  
PRIZM SURVEYING INC.

CONSULTANT'S SALARY AND BILLING RATES  
PRIZM SURVEYING INC.

Contract No. \_\_\_\_\_

Contract Title: STINSON AVENUE SIDEWALK IMPROVEMENTS/ \_\_\_\_\_

The following are the Billing Rates the Consultant will charge for work performed under this Contract. Any adjustments to these rates must be requested in writing and, if agreed to, be documented in a "Revised" Consultants' Salary and Billing Rates Exhibit, which will be incorporated in and attached to this Contract by the fact of the Exhibit's acceptance by the SPU Project Manager.

Billing Rates are an all-inclusive "Direct Labor" (DL) flat rate equal to \_\_\_\_\_ times the Base Salary Rates.

OR

The Hourly rates used on this Contract are based on all-inclusive, fair and competitive "standard industry rates."

Staff Name	Title	Base Hourly Salary Rates	Hourly Billing Rates (Base Salary times DL Rate)
DENNIS J. PIERCE PLS	PROFFESIONAL SURVEYOR	\$90.00	
GARY D. LETZRING PLS	PROFFESIONAL SURVEYOR	\$90.00	
GREG A. ZURN	SURVEY COORDINATOR	\$75.00	
2 MAN SURVEY CREW	CONVENTONAL	\$110.00	
2 MAN SURVEY CREW	GPS	\$145.00	
TONY WIBORG	PARTY CHIEF		
SCOTT TWISS	PARTY CHIEF		
TED NICKERSON	PARTY CHIEF		
JOHN KUNST	CHAINMAN		
JAMES HEATH	CHAINMAN		
SEAN DONOHUE	OFFICE MANAGER	\$40.00	



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.** *hmm*  
**CITY ENGINEER**  
**SUBJECT: ROSEDALE PEDESTRIAN IMPROVEMENT PROJECT**  
**TOPOGRAPHIC SURVEY SERVICES - CONSULTANT SERVICES**  
**CONTRACT**  
**DATE: JANUARY 24, 2005**

**INTRODUCTION/BACKGROUND**

Budgeted objectives for 2005 include the construction of pedestrian improvements along the North and West sides of Skansie Avenue and Rosedale Street. Topographic survey and related work is needed to provide vertical and horizontal grades and other information necessary to design the improvements.

After reviewing the Consultant Services Roster, the City contacted the survey firms of David Evans and Associates, Inc. and PriZm Surveying, Inc. and requested quotations to provide the above services. Upon review of the provided price quotations, the engineering/survey firm of David Evans and Associates, Inc. was selected as the most qualified to perform the work. Selection was based on their understanding of the project, familiarity with the area, extensive municipal survey experience, and outstanding past performance with the City of Gig Harbor.

The scope includes topographic surveying work along the project limits.

**POLICY CONSIDERATIONS**

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

**FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2005 Budget, identified under the Street Operating fund, objective no. 6, and is within the budgeted amount of \$200,000 to complete this project.

**RECOMMENDATION**

I recommend that the Council authorize the execution of the consultant services contract with David Evans and Associates, Inc. for topographic survey work in the amount not to exceed Seven Thousand Nine Hundred Ninety-two Dollars (\$7,992.00).

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

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

**RECITALS**

WHEREAS, the City is presently engaged in the survey work for Rosedale Street and Skansie Avenue Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 18, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven Thousand Nine hundred Ninety-two dollars and no cents (\$7,992.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by February 24, 2005, provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

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

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

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.

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

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

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Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

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

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

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

City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

**XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of January 2005.

CONSULTANT  
By: Randy Anderson  
Its Principal  
SR. ASSOCIATE

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
Randy A. Anderson, P.E.

CITY OF GIG HARBOR  
Stephen Misiurak, P.E.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of January 2005.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
Randy A. Anderson, P.E.

CITY OF GIG HARBOR  
Stephen Misiurak, P.E.

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

City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## CITY OF GIG HARBOR

### ROSEDALE STREET NW/SKANSKIE AVENUE NW SURVEY WORK

#### EXHIBIT A

#### SCOPE OF SERVICES

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (CITY) for performing survey work and setting bench marks at the intersection of Rosedale Street NW and Skanskie Avenue NW. The survey work will be done in the southwest quadrant of the intersection and will include the existing traffic island in that quadrant of the intersection. Right-of-way and property line information will be shown on the base map and will be derived from Assessor-Treasurer's parcel maps and parcel information.

It is understood that DEA will send the completed survey base map information to the City in electronic format. The City intends on using this information to develop construction plans for a curb, gutter, and sidewalk project.

The following work tasks will be preformed for this project:

1. **Project Administration and Project Start-up.** Provide project administration, management, and coordination. Provide project coordination and communication with City staff. Prepare and submit invoices. Provide for project QA/QC.
2. **Research Survey Control Information.** Research Assessor-Treasurer's maps and parcel information, review previous development projects in the area, and WSDOT plans for survey monumentation and other survey control in the area. Review other surveys performed in the immediate area of the site. Establish existing control needed to perform the field survey work.
3. **Perform Field Survey Work.** Run horizontal and vertical control in the field. DEA will retain the services of a utility locate service to mark existing utilities in the immediate vicinity of the project. DEA will survey and show located utilities on the project's base maps. Collect pertinent topographic information and run project cross-sections. Cross sections will extend from the existing curb on the east side of Skanskie Avenue NW across the road to approximately twenty (20) feet west of the existing westerly edge of pavement. The existing traffic island in the southwest quadrant of the intersection will be surveyed. DEA will set two control points in the vicinity of the project to be used in the future by City staff for construction survey staking purposes. Existing monuments in the area will be visited, located, and tied to the control for this project.
4. **Prepare Base Map.** DEA will prepare a base map at a scale of 1"=20' of the project area. DEA will use AutoCAD 2000 and Softdesk software for it's engineering applications. The map will show existing road right-of-way and property line information. The base map will show the existing topographic conditions and marked



utilities. The deliverable will be one hard copy base stamped and signed by a Washington PLS and one electronic copy of the base map on compact disc.

#### **SERVICES OR INFORMATION PROVIDED BY THE CITY**

- The CITY will obtain permission to access onto the property for the purposes of performing the survey work;
- The CITY will provide all needed traffic control for DEA's survey effort using personnel with valid traffic control cards; and
- The CITY will provide DEA with copies of maps and plans off all projects recently done in the area and all pertinent WSDOT survey and mapping information.

#### **REIMBURSABLES**

- Fees for reprographics and postage
- Mileage
- Brassies or other types of monuments if so requested by the CITY
- Utility locate service

#### **PROJECT SCHEDULE**

This project will be completed by DEA within 20 working days after a written notice to proceed is received from the City.

GIGHAR-ROSEDALE-1  
1/18/2005

DAVID EVANS AND ASSOCIATES, INC.  
 3700 PACIFIC HIGHWAY EAST  
 TACOMA, WA. 98424  
 253-922-9780

CITY OF GIG HARBOR  
 ROSEDALE STREET NW/SKANSIE AVENUE NW SURVEY WORK  
 EXHIBIT B  
 SCHEDULE OF RATES AND ESTIMATED HOURS

		Proj. Mgr.	Surv. Mgr.	Proj. Surv.	Surv. Tech	2-Person Crew/Clerical	Subtask	Expenses	Total
		\$ 129	\$ 120	\$85	\$ 75	\$ 130	\$ 45	Total	
<b>Project Administration and Project Start-up</b>	Provide Project Administration, Coordination, and Management	1	1				1		
	Provide Project Coordination and Communications	1	1						
	Prepare and Submit Invoices	1					1		
	Provide QA/QC		2						
	Hours Subtotal	3	4	0	0	0	2		
	Cost Subtotal	\$ 387.00	\$ 480.00	\$ -	\$ -	\$ -	\$ 90.00	\$ 957.00	\$ 957.00
<b>Research Survey Control Information</b>	Research Assessor-Treasurer's Maps and Parcel Information			1					
	Review Previous Work in Area and WSDOT Information		1	2					
	Establish Control to Perform Survey Work			1					
	Hours Subtotal	0	1	4	0	0	0		
	Cost Subtotal	\$ -	\$ 120.00	\$ 340.00	\$ -	\$ -	\$ -	\$ 460.00	\$ 460.00
<b>Perform Field Survey Work</b>	Run Horizontal and Vertical and Set Control Points			1		2			
	Survey Marked Utilities			1		2			
	Collect Topographic Information and Run Cross Sections			1		10			
	Locate Boundary Monumentation			2		6			
	Hours Subtotal	0	0	5	0	20	0		
	Cost Subtotal	\$ -	\$ -	\$ 425.00	\$ -	\$ 2,600.00	\$ -	\$ 3,025.00	\$3,025.00
<b>Prepare Base Map</b>	Prepare Base Map		2	4	16				
	Submit One Hardcopy Base Map and One Electronic Version		1						
	Hours Subtotal	0	3	4	16	0	0		
	Cost Subtotal	\$ -	\$ 360.00	\$ 340.00	\$ 1,200.00	\$ -	\$ -	\$ 1,900.00	\$1,900.00
	Hours Subtotal	3	8	13	16	20	2		
	Labor Cost Subtotal	\$ 387.00	\$ 960.00	\$ 1,105.00	\$ 1,200.00	\$ 2,600.00	\$ 6,252.00	\$ 6,342.00	\$6,342.00
<b>Contingencies/Extra Work (At request/direction of the City)</b>									\$1,000.00
<b>Expenses</b>	Reprographics, Deliveries, Postage						\$ 50.00		
	Mileage						\$ 100.00		
	Utility Locate Service						\$ 500.00		
	Expenses Total						\$ 650.00		\$ 650.00
	<b>GRAND TOTAL</b>								\$7,992.00



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: COMPREHENSIVE PLAN UPDATE – CONTRACT AMENDMENT**  
**- CONSULTANT SERVICES CONTRACT**  
**DATE: JANUARY 24, 2005**

**INFORMATION/BACKGROUND**

At the December 13, 2004 Council meeting, a revised comprehensive plan and certain amendments to the zoning ordinance were adopted. Proposed revisions to the critical areas ordinance were deferred for further consideration. Council expressed interest in obtaining a city-wide wetlands inventory map. AHBL, Inc. and Adolfson Associates, Inc. have prepared a scope of work and budget to complete such a task.

An amended consultant service contract with AHBL, Inc. was presented to Council at the January 10, 2005 meeting with a revised scope of work for a wetland inventory. The proposed cost was \$33,609.00, of which \$25,660.00 was attributable to Adolfson Associates, Inc. The remainder of the cost was for additional land use and process assistance (as needed) from AHBL, Inc. as the primary consultant.

Council directed staff to solicit cost estimates from other consultants and deferred action on this matter to the January 24, 2005 meeting.

Staff requested preliminary costs estimates from 23 consultants listed on the small works roster. The following responses were received:

- EnCo Environmental Corporation (EnCo) - **\$65,500.00** (\$61,000.00 plus an additional \$4,500.00 for the optional stream inventory)
- David Evans and Associates, Inc. (DEA) - **\$41,470.00** (\$39,240.00 plus an additional \$2,230.00 for the optional stream inventory)
- GeoEngineers - **\$27,500.00** (\$26,000.00 plus an additional \$1,500.00 for the optional stream inventory)
- URS Corporation - **\$24,149.00** (\$21,427.00 plus an additional \$2,722 for the optional stream inventory)

AHBL, Inc. and Adolfson Associates, Inc. have the most familiarity with the current process to date and bring continuity to the next phase of this project. Bringing in another consultant may result in time delays due to lack of familiarity with what has been accomplished to date. If the Council concludes that cost is the primary issue, it would be possible to contract directly with Adolfson thereby reducing the cost to the contract to \$25,660.00.

**FISCAL CONSIDERATIONS**

Development of a wetland inventory was not anticipated in the 2005 Budget. Adequate funds do exist for this amendment at this time. However, a budget amendment may be necessary later in the year.

**RECOMMENDATION**

I recommend that Council authorize an amendment to the consultant services contract with AHBL, Inc. for the Comprehensive Plan Update to provide for a wetland inventory in an amount not to exceed Thirty-three Thousand Six Hundred Nine dollars (\$33,609.00).

January 5, 2005

Mr. John Vodopich, AICP  
Director, Community Development Department  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Project: Gig Harbor Comp Plan Update; Our File No.: 204129.30  
Subject: Amended Scope for Services - Wetland Inventory

Dear John:

As you requested, AHBL is pleased to submit this additional scope of services for the wetland inventory and associated work. This proposal extends the prior scope of work for the update to the City's Comprehensive Plan and development regulations and is based on our discussions with you and our understanding of the City's needs for updating its Critical Areas Ordinance. This letter describes the tasks to be carried out by AHBL staff, which are primarily in support of the work by our subconsultant, Adolfson Associates, Inc. (Adolfson). Tasks to be conducted by Adolfson are detailed on the letter from Teresa Vanderburg, which is enclosed. The cost of each Adolfson task is shown on the attached Project Budget sheets. All Adolfson tasks are increased fifteen percent for contract administration by AHBL.

Our new scope of services is as follows:

1. Review documents and coordinate communication between Adolfson and the City.
2. Provide land use assistance in response to City Council and public comments on the wetland/stream inventory, scientific documentation, and amendments to the development regulations. This scope allows up to three (3) City Council meetings and one (1) City Council study session in 2005, and up to six (6) hours for written responses and documentation.
3. Wetland Inventory (Adolfson). Described in the letter from Teresa Vanderburg. Optional Subtask 1E in the Vanderburg letter is identified as a separate task in the billing summary below.
4. Meetings with City Council (Adolfson). This scope provides for three (3) meetings and one (1) study session with the City Council in 2005.
5. Amendments to BAS Memorandum/Code Revisions (Adolfson).
6. Response to Public Comment (Adolfson).
7. Revisions to Findings of Fact (Adolfson).
8. Optional stream classification (Adolfson)

***Billing Summary Phase II:***

<u>Item</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-2	Land Use and Process Assistance (AHBL)	T-38	\$4,100
Items 3-7	Adolfson Tasks	T-39	<u>27,495</u>
<b>Subtotal</b>			<b>\$31,595</b>
Item 8	Optional Stream Classification (Adolfson)	T-60	<u>2,014</u>
<b>GRAND TOTAL</b>			<b>\$33,609</b>

The proposal amount includes all reimbursable expenses. Additional fees would only be based on a change in the scope of work. The task numbers on the invoice will correlate with this proposal.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks, due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this scope of work.

This scope of work does not include any work associated with the following services:

- a) Additional SEPA documentation or analysis.
- b) Field survey or delineation of critical areas.
- c) GIS or land use analysis of critical areas standards.
- d) Mapping of wildlife habitat or other critical areas, apart from wetlands and streams for which documentation is currently available.

AHBL appreciates this opportunity to assist the City of Gig Harbor with this project. Please review this scope of work and let me know if you have any questions or need additional information. If this scope of work meets with your approval, we are prepared to execute an addendum to our existing contract and proceed with the project.

Thank you again for this opportunity to assist you with this project. If you have any questions, please call me at (206) 267-2425.

Sincerely,

Michael D. Kattermann, AICP

Associate

MDK/lak

Enclosures

c: Teresa Vanderburg, Adolfson Associates, Inc. w/enclosures  
Len Zickler, AHBL w/enclosures  
Owen Dennison, AHBL w/enclosures  
Accounting

V:\Planning\Yr\_2004\204129\129pro wetland inventory-wp.doc  
129pro050105.doc

January 3, 2005

Owen Dennison  
AHBL, Inc.  
316 Occidental Avenue South,  
Suite 320  
Seattle, WA 98104-4421

**Subject: City of Gig Harbor Wetland Inventory & Critical Area Ordinance Support**

Dear Owen:

Adolfson Associates, Inc. (Adolfson) is pleased to present this scope and budget to amend our existing subconsultant's agreement with you for additional services in support of the City of Gig Harbor's critical areas ordinance (CAO) update. This proposal includes conducting an inventory of existing wetlands in the City of Gig Harbor and its UGA and continuing services in support of the CAO. On December 13, 2004, the City Council decided that the preparation of a recent wetland inventory should be considered before the amendments to the CAO were adopted. This scope has been prepared in response to a request by the City of Gig Harbor.

The following scope of work focuses on a wetland inventory for the City Urban Growth Area (UGA), which is approximately 6,661 acres. An optional stream classification task is available to classify existing streams in the City using existing information. The scope of work also includes attendance at three City Council meetings, amendments to the BAS memorandum and wetland regulations, limited response to public comment, and revisions to the Findings of Fact. Our tasks are outlined below:

### **Task 1 – Wetland Inventory**

Subtask 1A – Compile Existing Information. Adolfson will collect existing information on wetlands and streams from the City. This information includes the City's existing wetland area and stream maps, aerial photos, and topographical information. This will be supplemented with other information, such as GIS datasets depicting National Wetland Inventory, Pierce County wetland inventory, Soil Survey maps, and Priority Habitats and Species (PHS) data as applicable. Parcels identified to contain significant wetlands, streams, or documented PHS habitat will be noted for field reconnaissance. This task assumes that the City will compile and provide pertinent information from any historical permit files from the Department of Planning and Community Development that relate to areas with significant wetlands.

Subtask 1B – Conduct Limited Field Inventory. Once existing information has been compiled and reviewed, Adolfson's team will conduct three days of field reconnaissance to ground-truth the approximate size, condition, and classification of inventoried wetlands that occur on public rights-of-way or on lands where access rights are granted. Various wetland functions will be evaluated including hydrology, water quality, and wildlife habitat. A data sheet will be developed to record this information in a consistent and accurate manner and to be included in a



technical memorandum. This is a limited field inventory and therefore only a limited number of wetlands in the City UGA will be verified in the field; information on private properties without access will not be collected. In addition, some wetlands may be grouped by type, size, or function to facilitate characterization. Photographs of representative wetlands will be taken, but not all wetlands in the City will be photographed. We assume that the City will obtain all rights of entry to private properties prior to commencing fieldwork.

Subtask 1C – Update Existing Inventory Maps. Using data from the field, GIS maps depicting locations and extent of probable wetland areas and streams will be prepared. GIS maps will identify wetlands by estimated class where possible. The streams map will not identify the streams by class (see Subtask 1E – optional Stream Classification). These maps will be in a GIS format using ArcView and presented to the City for review in both hard copy and digital format. Adolfson will provide maps in .pdf file format.

Subtask 1D – Prepare Technical Memorandum. Adolfson will prepare a brief written technical memorandum to document the location, approximate size, classification, notable functions, and condition for the wetlands identified in the City. This report would include a matrix of wetland information that would be linked with GIS data layers developed by Adolfson. The memorandum will include a characterization of wetland types found in the City UGA and will reference the field data sheets to be provided as an appendix.

Subtask 1E (Optional) – Stream Classification. Adolfson will estimate classifications of inventoried streams in the City limits based on existing stream information. The stream map would include classifications and a table matrix of information that would be linked with the GIS layers by Adolfson. This task does not include field of verification of streams except when associated with the wetland inventory.

## **Task 2 – Meetings with City Council**

This scope allows for preparation and participation in up to four (4) meetings, one of which is a work-study session, with the City Council in 2005. The scope anticipates limited preparation for meetings and minor follow-up. Should staff request follow-up work items, these will be on a time and expense basis with prior approval of staff. Meeting attendance beyond the three meetings would require an amendment to this scope of services.

## **Task 3 – Amendments to BAS Memorandum / Code Revisions**

As a result of the wetland inventory, minor amendments to the BAS memorandum may be necessary. This scope anticipates an additional section to be added to the memo regarding existing wetlands and streams in the City or an additional memo prepared documenting the results of the wetland inventory. In addition, the BAS memorandum may need to be updated to include current scientific information such as the finalization of guidance documents from the Washington State Department of Ecology scheduled to occur in January 2005. Task 3 also includes one round of minor revisions to the code in response to City Council decisions or staff planning recommendations.

#### **Task 4 – Response to Public Comment**

Adolfson will provide written response to public comments limited to the extent of our budget in Task 4. We assume that the City Council may require written response to some of the public comments during its deliberations. Adolfson will provide response in a letter format addressed to AHBL for submittal to the planning staff and Council.

#### **Task 5 - Revisions to Findings of Fact**

As a result of the wetland inventory, limited revisions to the Findings of Fact document may be necessary. Task 5 includes time to revise the Findings of Fact in preparation for adoption of the updated CAO.

The total estimated cost of this proposal is **\$25,660**, including all tasks and optional tasks. Adolfson anticipates that this work would be complete within the year 2005. We can begin work on the wetland inventory task immediately and complete this within one month of our notice to proceed. Thank you for the opportunity to provide this scope of work. Please feel free to contact me at 206-789-9658 with any questions.

Sincerely,

ADOLFSON ASSOCIATES, INC.

Teresa Vanderburg, PWS  
Director of Natural Sciences

**Adolfson Associates Inc**  
**Project Budget**

**Project No.:**  
**Project Title:** Gig Harbor Wetland Inventory & CAO Support  
**Client:** City of Gig Harbor  
**Budget Total:**

**Budget Version:** version 3 **Date Prepared:** 01/04/05

**Task No.: 1** **WETLAND INVENTORY**  
**Subtask No.: 1A** **Compile Existing Information**

Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	1.00	\$130.00		
Senior Scientist	\$84.00	2.00	\$168.00		
Project Scientist	\$76.25	10.00	\$762.50		
Staff Scientist	\$54.75	8.00	\$438.00		
Graphics/GIS Specialist	\$80.00	4.00	\$320.00		
Admin Assistance	\$63.00	1.00	\$63.00	\$1,881.50	
<hr/>					
Reimbursables	Rate	Units	Total		
Other			\$0.00		
Subtotal Reimbursable			\$0.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$0.00	
<hr/>					
<b>Subtotal Subtask 1A</b>					<b>\$1,881.50</b>

**Subtask No.: 1B** **Conduct Field Inventory/Wetland Classification**

Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	2.00	\$260.00		
Senior Scientist	\$84.00	9.00	\$756.00		
Project Scientist	\$76.25	30.00	\$2,287.50		
Staff Scientist	\$54.75	30.00	\$1,642.50		
Admin Assistance	\$63.00		\$0.00	\$4,946.00	
<hr/>					
Reimbursables	Rate	Units	Total		
Mileage	\$0.3750	800.00	\$300.00		
Camera	\$25.00	1.00	\$25.00		
GPS	\$25.00	1 day	\$25.00		
Other			\$0.00		
Subtotal Reimbursable			\$350.00		

Markup on Reimbursables  
Total Reimbursables

0% \$0.00

\$350.00

**Subtotal  
Subtask 1B**

\$5,296.00

**Subtask No.: 1C**

**Create Inventory Maps**

Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	1.00	\$130.00		
Senior Scientist	\$84.00	4.00	\$336.00		
Project Scientist	\$76.25	6.00	\$457.50		
Graphics/GIS Specialist	\$80.00	30.00	\$2,400.00		
Admin Assistance	\$63.00	0.00	\$0.00	\$3,323.50	
<b>Reimbursables</b>					
Color copies			\$75.00		
Subtotal Reimbursable			\$75.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$75.00	
				<b>Subtotal Subtask 1C</b>	\$3,398.50

**Subtask No.: 1D**

**Prepare Technical Memorandum**

Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	1.00	\$130.00		
Senior Scientist	\$84.00	2.00	\$168.00		
Project Scientist	\$76.25	16.00	\$1,220.00		
Staff Scientist	\$54.75	8.00	\$438.00		
Graphics/GIS Specialist	\$80.00	4.00	\$320.00		
Admin Assistance	\$63.00	2.00	\$126.00	\$2,402.00	
<b>Reimbursables</b>					
Copies	\$50.00	2.00	\$100.00		
Other			\$0.00		
Subtotal Reimbursable			\$100.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$100.00	
				<b>Subtotal Subtask 1D</b>	\$2,502.00

**Subtask No.: 1E**

**Stream Classification (optional)**

Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	1.00	\$130.00		
Senior Scientist	\$84.00	4.00	\$336.00		
Project Scientist	\$76.25	12.00	\$915.00		
Graphics/GIS Specialist	\$80.00	4.00	\$320.00		
Admin Assistance	\$63.00		\$0.00	\$1,701.00	

Reimbursables	Rate	Units	Total	Subtotal	Total
Copies	\$50.00	1.00	\$50.00		
Other			\$0.00		
Subtotal Reimbursable			\$50.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$50.00	

Subtotal  
Subtask 1E

\$1,751.00

Subtotal TASK 1: \$14,829.00

**Task No. 2 ADDITIONAL CITY COUNCIL MEETINGS (4)**

Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	32.00	\$4,160.00		
Senior Scientist	\$84.00		\$0.00		
Project Scientist	\$76.25	12.00	\$915.00		
Admin Assistance	\$63.00	2.00	\$126.00	\$5,201.00	

Reimbursables	Rate	Units	Total	Subtotal	Total
Mileage	\$0.3750	600.00	\$225.00		
Copies	\$50.00	0.50	\$25.00		
Other			\$0.00		
Other			\$0.00		
Subtotal Reimbursable			\$250.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$250.00	

Subtotal Task 2

\$5,451.00

**Task No. 3 AMENDMENTS TO BAS TECH MEMO / CODE REVISIONS**

Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	2.00	\$260.00		
Senior Scientist	\$84.00	6.00	\$504.00		
Project Scientist	\$76.25	10.00	\$762.50		
Staff Scientist	\$54.75	0.00	\$0.00		
Admin Assistance	\$63.00	0.00	\$0.00	\$1,526.50	

Reimbursables	Rate	Units	Total	
Copies	\$50.00	1.00	\$50.00	
Other			\$0.00	
Subtotal Reimbursable			\$50.00	
Markup on Reimbursables		0%	\$0.00	
Total Reimbursables				\$50.00
<b>Subtotal Task 3</b>				<b>\$1,576.50</b>

<b>Task No. 4 RESPONSE TO PUBLIC COMMENT</b>					
Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	8.00	\$1,040.00		
Senior Scientist	\$84.00	8.00	\$672.00		
Project Scientist	\$76.25	10.00	\$762.50		
Admin Assistance	\$63.00		\$0.00	\$2,474.50	
Reimbursables	Rate	Units	Total		
Other			\$0.00		
Subtotal Reimbursable			\$0.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$0.00	
<b>Subtotal Task 4</b>				<b>\$2,474.50</b>	

<b>Task No. 5 REVISIONS TO FINDINGS OF FACT</b>					
Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	4.00	\$520.00		
Senior Scientist	\$84.00	6.00	\$504.00		
Project Scientist	\$76.25	4.00	\$305.00		
Admin Assistance	\$63.00		\$0.00	\$1,329.00	
Reimbursables	Rate	Units	Total		
Other			\$0.00		
Subtotal Reimbursable			\$0.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$0.00	
<b>Subtotal Task 5</b>				<b>\$1,329.00</b>	

<b>Project Budget</b>			
<b>Total</b>			<b>\$25,660.00</b>



P. O. Box 731747  
Puyallup WA 98373  
Telephone: 253.841.9710  
Fax: 253.841.0264

January 18, 2005

Mr. John P. Vodopich, AICP  
City of Gig Harbor Community Development Dept.  
3510 Grandview Street  
Gig Harbor WA 98335

**RE: Wetland Inventory: City Limits and UGA  
Request for Preliminary Cost Estimate  
Gig Harbor WA 98335**

Dear Mr. Vodopich:

**EnCo Environmental Corporation (EnCo)** appreciates the opportunity to submit a preliminary cost estimate to you for performing a wetland inventory on property within the City Limits and Urban Growth Area (UGA) Boundary in Gig Harbor.

#### **1.0 SCOPE OF WORK**

*EnCo would perform the following tasks identified in your January 12, 2005 request:*

- 1) Compile existing, made available information on wetlands and streams in the City and UGA.*
- 2) Conduct field reconnaissance to ground-verify the approximate size, condition, and classification of inventoried wetlands that occur in public rights-of-ways or on lands where access rights are granted.*
- 3) Produce updated inventory maps (in a GIS format using ArcView) depicting the approximate locations and extent of probable wetland areas and streams.*
- 4) Prepare a written technical report to document the location, approximate size, classification, notable functions, and condition for the inventoried wetlands.*
- 5) Participate in up to four meetings/work study sessions with the City Council.*
- 6) Prepare amendments to the existing Draft Best Available Science (BAS) memorandum, revise the Findings of Fact document, and revise the Draft Development Regulations Code.*
- 7) Provide written responses to public comments received during City Council meetings.*

#### **Optional Task:**

- *Classify inventoried streams within the City limits based on existing stream information.*

#### **2.0 FEES**

Our estimated fee for providing services for Tasks 1 through 7 is **\$61,000**.  
Our estimated fee for providing services for the Optional Task is **\$4,500**.

*Our estimated fees are based on the following:*

- 1) **Task 1 and Tasks 3 through 7:** These six tasks includes up to 292 person hours at the rates presented in Item #4 (see below).
- 2) **Task 2:** Wetland inventory includes up to 15 days of field work for a three person crew on up to 50 discrete wetlands and 4 major streams or rivers with tributaries within the City Limits and UGA. Wetland determinations, sizes, and classifications would be made using visual methods combined with limited field assessment techniques. A portable GIS unit would be used in the field for logging approximate wetland locations. Wetland delineations would not be performed.
- 3) **Optional Task:** includes up to 50 person hours.
- 4) **Labor Rates:** Project manager rate; \$90 per hour, Field Technician II rate; \$54 per hour, Surveyor rate; \$60 per hour, Technician I rate; \$48 per hour.
- 5) Converting GPS data into point positions consistent with City GIS data locations.
- 6) Translating point positions into .shp file lines for GIS layers.
- 7) Providing data to the City on a CD Rom.
- 8) Providing a hard copy of data on color maps with a scale of at least 1" = 880'.
- 9) The fees do not include state sales taxes (if applicable).

If you have any questions do not hesitate to contact me at 253.841.9710. We look forward to hearing from you.

Sincerely,  
*Jonathan M. Kemp*  
Jonathan M. Kemp  
President, EnCo Environmental Corporation

GigHarborWetInventory





DAVID EVANS  
AND ASSOCIATES INC.

January 18, 2005

City of Gig Harbor – Community Development Department  
Attn: John P. Vodopich, AICP  
3510 Grandview Street  
Gig Harbor, WA 98335

**SUBJECT: PRELIMINARY COST ESTIMATE FOR WETLAND INVENTORY**

Dear Mr. Vodopich:

David Evans and Associates, Inc. (DEA) is pleased to provide this preliminary cost estimate for a review and update of critical area regulations in the City of Gig Harbor. This would involve tasks including: conducting an inventory of wetlands within the City and the unincorporated Urban Growth Area (UGA), mapping updates, producing a technical memorandum, attending Council meetings, preparing amendments to existing draft Best Available Science (BAS) memorandum, revising the Findings of Fact document, revising the draft development regulations code, and responding to public comments. These tasks are detailed below following the description provided by the City of Gig Harbor. The assumptions and estimated level of effort are included with the description of each task below. A table is provided with the preliminary cost estimate for the assumed level of effort as described. Additionally, a spreadsheet is attached detailing a breakdown of the level of effort by staff with standard charge rates.

**(A) Wetlands and Streams Data Review.** DEA will compile existing information on wetlands and streams in the City and UGA. Data sources may include City Gig Harbor, U.S. Department of Fish and Wildlife, Pierce County, Washington State Department of Ecology, Washington State Department of Fish and Wildlife, and Washington State Department of Natural Resources.

- DEA estimates 28 hours of staff time to accomplish this task provided access and assistance with the review of historical permit files.

**(B) Field Reconnaissance and Ground Truthing.** DEA will conduct fieldwork to ground-truth the approximate size, condition, and classification of inventoried wetlands that occur on public rights-of-way or on lands where access rights are granted.

- The number of actual wetland areas within the City and UGA that will be accessible (access rights granted) are unknown at this time. However, based on the number of wetland areas shown on the Pierce County Wetlands Map (Pierce Co. GIS, 2003), DEA estimates approximately 40 wetlands would be visited at an average of two wetlands per work day requiring twenty days of field staff time (including travel time). This estimate is also based on the proportion of the City and UGA that are within public ownership. Wetlands visited will be located using a Trimble GPS Pathfinder. This task does not include the field reconnaissance or ground truthing of streams within the City or UGA.

**C) Update Inventory Maps.** Updated GIS (ArcView) inventory maps will be produced depicting locations and extent of probable wetland areas and streams. These will be submitted in hard copy and digital format.

- With current digital inventory maps and associated database provided by the City, DEA estimates 48 hours of GIS staff time would be required to update and revise the wetland inventory map. Wetland locations will be approximate (not surveyed) and based on field surveys.

**(D) Prepare Technical Memo.** Prepare a technical memo to document the location, approximate size, classification, notable functions, and condition for the wetlands identified in the City, including a characterization of wetland types found in the City UGA.

- DEA estimates 110 hours of staff time to produce the technical memo, including one round of City revisions.

**(E) Council Meeting Participation.** Participate in up to four meetings with the City Council, one of which is anticipated to be a work-study session.

- The estimate assumes attendance of four City Council meetings by DEA staff including travel time. DEA estimates 24 hours of staff time.

**(F) Amendments and Revisions to Code.** Prepare amendments to the existing draft BAS memorandum, revisions to the Findings of Fact Document, and revisions to the draft development regulations code.

- DEA assumes approximately 16 hours of staff time for each document, for a total of 48 hours.

**(G) Response to Public Comments.** DEA will provide written responses to public comments received during Council meetings.

- DEA estimates 5 hours of staff time to address comments from each Council meeting, with an estimated total of 20 hours of time for four Council meetings.

**(H) Project Management.** This task includes the management of the project by staff including invoicing, accounting, filing and client/agency communication.

- DEA estimates 38 hours of staff time for project management.

**(I) Indirect Expenses.** This item addresses any additional expenses including mileage (\$ 0.405 per mile) and state data requests (Priority Habitat and Species data, Natural Heritage data).

- DEA estimates \$1,000.00 for these expenses, based on the traveling distance to Gig Harbor and the costs for state data requests.

**(J) Optional Task – Stream Classification.** DEA will classify all inventoried streams within the City of Gig Harbor based on existing information. This information would be included within Task C, updated mapping, and Task D, the technical memo.

- This task is estimated at 28 hours of staff time provided the City submits all existing stream information to DEA.

### **Preliminary Cost Estimate**

DEA is providing this preliminary cost estimate based on the personnel rates shown below and the assumptions of the level of effort as described above for each task.

**PERSONNEL RATES**

Employee	Rate
Sr. Scientist (SSCI)	\$ 100.00/hour
Scientist (SCIT)	\$ 80.00/hour
Natural Resources Manager (NATR)	\$ 135.00/hour
Senior Graphics Specialist (GRPH)	\$ 85.00/hour
GIS Manager (GISM)	\$ 120.00/hour
GIS Technician (GIST)	\$ 65.00/hour
Administrative Assistant (ADMA)	\$ 65.00/hour

(A) Wetlands and Streams Data Review	\$ 2,290.00
(B) Field Reconnaissance and Ground Truthing	\$ 12,800.00
(C) Update Inventory Maps	\$ 3,680.00
(D) Prepare Technical Memo	\$ 8,900.00
(E) Council Meeting Participation	\$ 2,070.00
(F) Amendments and Revisions to Code	\$ 4,060.00
(G) Response to Public Comments	\$ 1,620.00
(H) Project Management	\$ 2,820.00
(I) Response to Public Comments	<u>\$ 1,000.00</u>
<b>Total Preliminary Cost Estimate</b>	<b>\$ 39,240.00</b>
(J) Optional Task – Stream Classification	<u>\$ 2,230.00</u>
<b>Total Preliminary Cost Estimate with Optional Task J</b>	<b>\$ 41,470.00</b>

DEA will be happy to provide a more detailed scope and cost to complete the tasks described above upon direction from the City of Gig Harbor. A breakdown of the level of effort for each task by staff specialty is provided in an attached spreadsheet.

If you have any questions, please call feel free to call (425) 519-6500.

Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**



Ed Miller  
Biologist

Enclosures: Preliminary Cost Estimate Spreadsheet

EDMI:baki

P:\d\Deax0030-0030\2005\Gig Harbor 05\_0118.doc

**Preliminary Cost Estimate for City of Gig Harbor Wetland Inventory  
Level of Effort Spreadsheet  
David Evans and Associates INC.**

**Staff**

<b>Tasks</b>	<b>Senior Scientist \$100/hr</b>	<b>Scientist \$80/hr</b>	<b>Program Man. \$135/hr</b>	<b>Sr. Graphics Sp. \$85/hr</b>	<b>GIS Manager \$120/hr</b>	<b>GIS Tech \$65/hr</b>	<b>Admin \$65/hr</b>	<b>Total Hrs</b>	<b>Total Cost \$</b>
A) Review Information	4	22					2	28	2,290.00
B) Field Recon.		160						160	12,800.00
C) Update Maps		8			8	32		48	3,680.00
D) Prepare Technical Memo	8	80		8	2	4	8	110	8,900.00
E) Council Meetings (4)	2	20	2					24	2,070.00
F) Amendments to Docs.	6	32	3	2			5	48	4,060.00
G) Response to Public Comments	4	12					4	20	1,620.00
H) Project Management	4	14					20	38	2,820.00
I) Indirect Expenses*									1,000.00
J) Optional Stream Class.	2	20		2		4		28	2,230.00

**Total Estimated Preliminary Cost 39,240.00**

**Total Estimated Preliminary Cost with optional Task J 41,470.00**

\* This includes mileage at \$ 0.405 per mile and state data requests (Priority Habitat and Species Data, Natural Heritage Data).

January 18, 2005

John P. Vodopich, AICP  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335



Re: Preliminary Cost Estimates for Wetland Inventory, City of Gig Harbor

#### INTRODUCTION

GeoEngineers is pleased to present its qualifications and cost estimate to the City of Gig Harbor for the wetland inventory project. We are highly qualified and ready to begin this work for the City. GeoEngineers has an office in Port Orchard, just minutes from Gig Harbor. In addition, we have completed more than 200 projects in Gig Harbor since 1980. We have a staff of 10 in Port Orchard including 2 professional wetland scientists who can work on this project. Also our Tacoma office staff can provide additional support if needed.

#### PROJECT APPROACH

Our approach to this project was developed from the list of critical components presented in the City of Gig Harbor's Wetland Inventory RFP and will rely on our understanding of and experience in wetland and stream assessment and inventory and our previous experience with local critical area ordinance updates. The primary goal of the City of Gig Harbor (City) wetland inventory is to provide comprehensive environmental baseline and assessment of wetland resources within the Urban Growth Boundary. We will work closely with the City to incorporate existing data and documents and to identify and classify potential wetland resource areas. The wetland inventory and the technical memorandum will identify wetland, and stream (as an optional task) resources showing, location, extent, classification, current condition and primary functions.

We understand the results of the inventory will be used by the City to better understand the local wetland resources as you work through the process of updating the critical area regulations. We also understand the City has completed the Best Available Science (BAS) documents and are finalizing development regulation codes. Decisions made by the City Council as they review these draft planning documents may result in a request for us to provide written amendments or revisions based on results of the wetland inventory. We will also prepare written response to public comments received by the City Council. The work study session and City Council meetings will be attended by our team Principal Scientist who has local expertise in the adoption of BAS and development regulation code for updating local critical area ordinances.

#### PRELIMINARY WORK PLAN

The work plan we have developed is preliminary in nature until a final work plan can be completed during the project initiation phase. We have made a number of assumptions about this project that have influenced the development of our scope of work and budget. Some of these assumptions are identified here:

- The City will draft and mail letters of permission for access to wetlands for inventory purposes. If access is not granted we will be using the over-the-fence method for assessment.
- The City will provide recent digital aerial photography.
- The City will provide GIS base layers to include, but not limited to, UGB boundary, roads, parcels, 2-foot contours, streams and waterbodies.
- City staff will compile the historical permit files for use by us in both the GIS effort and the categorization work. We are assuming 20-30 such reports. We will examine the wetland maps in these reports and include those we are able to scale and locate accurately.
- The level of detail for both the GIS and paper inventory is at an overview level. The product can be used by City staff to indicate that a wetland is likely present in the area but that a delineation and report must be conducted by others to provide jurisdictional level information.
- Only minor amendments and ordinance revisions would be potentially necessary as a result of this work effort. We understand that substantial documents in the form of a BAS and other have been completed. We also understand that considerable effort, public meetings, hearings etc. has already been accomplished and this task is the 'last step' in completing the process. We also are assuming that the level of response to public comments at this stage will also be minimal because previous public involvement steps have dealt with the more weighty issues.

Thus being said, we will discuss our assumptions for fully with City Planning staff to develop scope a final Work Plan that has sufficient detail to meet the needs of the City planning process and matches the budget proposed. The preliminary plan has six tasks and one optional task described below.

**Task 1: Compile and Analyze Existing Data for Baseline Inventory**

This task is a key step which will provide the baseline data upon which the inventory is completed. We understand information will come from the City wetland permit files, the City wetland map updated in 1991, and other pertinent Geographic Information System (GIS) data from Pierce County. We will also use digital data from USFWS National Wetland Inventory and the National Soil Conservation Service Soils Maps and recent aerial photographs that the City provides for the areas within the Urban Growth Boundary to supplement the local data. We will compile the data from these sources to produce a baseline inventory map for field validation and assessment in the next task. We may also use LiDAR data to show detail landscape contours, which in conjunction with the other spatial data will assist us in locating areas of probable wetlands. This is especially helpful in forested and/ or difficult to access areas. The use of LiDAR is a special service that we provide that greatly increases the resolution of topographic information. Very few firms have the ability to use this technology.

**Task 2: Conduct Field Inventory and Assessment**

The field inventory will be completed by experienced wetland scientists who will validate the baseline inventory map using onsite and offsite determination methods. Color aerial photographs will be used to manuscript edit and add new wetland and stream features. Notes on condition and important functions of the wetland resources will be recorded and each wetland will be assigned a wetland class based on the new Ecology recommended draft classes.

**Task 3: Map and Attribute Wetland and Stream Map**

The data generated by the field inventory will be digitized into GIS to update the inventory map and key attributes, such as wetland class, key function, and hydrogeomorphic type will be added to the GIS data tables. The GIS maps will be presented in hard copy and in ArcView shape file format. Maps will be provided in 1:24,000, which is the standard scale for City level inventory mapping. At this scale only wetlands greater than one-half acre will be mapped.

**Task 4: Prepare Technical Memorandum on Size, Types, Class, Condition and Function of Wetland Resources**

A summary report will be prepared with information from the inventory that will include size, type, class, important functions, and hydrogeomorphic type of wetland resources within the UGB. Elements of the technical memorandum will be more fully defined through the detailed Work Plan developed with the City.

**Task 5: Meeting Participation**

Principal Scientist Lisa Berntsen will attend the work-study session and the three additional City Council meetings. Our role at the work session is anticipated to be in the form of a scientific technical expert outlining and explaining the work accomplished under this task and responding to questions by the City Council. Our role at the City Council meetings is anticipated to be minor – a brief presentation to the public on findings and response to queries from the Council.

**Task 6: Prepare amendments and/or revisions to draft BAS and development regulations**

The results of our inventory may result in suggested changes to the BAS document and associated development regulations. For example, with this inventory we anticipate being able to create a tally of the different types and percentages of each wetland class within the City and UGA. That type of information may affect discussions on protective mechanisms or treatment of wetland areas.

**Task 7: Provide written response to public comments**

The City Council may receive public comments on this wetland inventory project. We will provide written response to specific public comments (selected by the Council) and present them to the City Council for their review and incorporation into the record.

**Optional Task: Classify Stream Types**

We can classify the stream feature on the inventory map using the current City of Gig Harbor stream class system drawing from the information we gather in Task 1 and Task 2. Authorizing this task in conjunction with the other tasks will allow us to identify the data we need to complete this task at the same time as the other inventory tasks.

The preliminary cost estimate of the above tasks is presented in the table below:

Task Description	Estimated Fees
Task 1: Collect and Analyze Existing Data for Baseline Inventory	\$ 3,500.00
Task 2: Field Inventory and Assessment	\$ 5,000.00
Task 3: Map and Attribute Wetland and Stream Maps	\$ 6,000.00
Task 4: Prepare Technical Memorandum	\$ 4,000.00
Task 5: Meeting Participation	\$ 1,500.00
Task 6: Prepare amendments and/or revisions to draft planning documents	\$ 2,000.00
Task 7: Provide written response to public comments	\$ 2,000.00
Administrative and Non-Labor Cost	\$ 2,000.00
Optional Task: Classify Stream Types	\$ 1,500.00
<b>Total</b>	<b>\$ 27,500.00</b>

## BACKGROUND AND EXPERIENCE

### FIRM BACKGROUND

GeoEngineers started in 1980 right here in Western Washington. Since then, it's grown to more than 240 staff in six states. However, the great majority of our personnel still lives and works in Western Washington. Our staff includes biologists, engineers, scientists, GIS technicians, and administrative staff with practical, hands on experience. Our success in this region is attributed to our great dedication to our clients and exceeding their expectations.

### RELEVANT EXPERIENCE

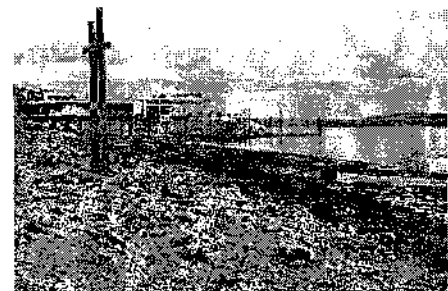
We have extensive experience in shoreline, wetland and stream inventory and assessments that are directly relevant to the City of Gig Harbor's desire for a comprehensive wetland inventory. One example includes:

#### City of Tacoma, Critical Areas Preservation Ordinance (CAPO), Shoreline Master Program Update

The City of Tacoma selected GeoEngineers to update its current CAPO and conduct the city's first shoreline inventory. The project's purpose was to meet requirements of the State's Growth Management Act (GMA). The city is an urban environment and the project reflects the city's unique geographic setting. The following tasks were completed as part of this project:

- ◆ Compiled a BAS bibliography concerning critical areas and shorelines.
- ◆ Created and modified existing maps which depict the distribution of critical areas within the City.
- ◆ Completed a shoreline inventory of the City. The City has approximately 34 miles of shoreline.
- ◆ Established guidelines for urban co-existence with sensitive and/or critical areas
- ◆ Assisted the City to complete a revised Critical Areas Ordinance that meets the criteria set forth in the state's GMA

GeoEngineers used a variety of cutting edge technologies, including specialized GIS applications, to identify steep slopes, landslides, and other hazardous areas.



### OTHER RELEVANT PROJECTS

- ◆ Lewis County Wetland Inventory
- ◆ City of Port Orchard Wetland Inventory
- ◆ City of Port Townsend Shoreline Master Program Update
- ◆ City of Orting Shoreline Characterization and Restoration Plan

## KEY PERSONNEL

Lisa Berntsen, PWS, Principal Scientist has performed wetland delineations throughout Western Washington. She is an expert in wetland inventories and formal delineation utilizing the three-parameter methodology (1987 & 1989 manuals) of hydrology, soils and hydrophytic vegetation. Many projects have required Lisa's expertise in wetland mitigation, planning, and design. She has prepared environmental mitigation designs and scientific monitoring plans improving fish and wildlife habitat, providing for enhanced wetland function, furthering general wetland knowledge and satisfying regulatory agency concerns. With respect to permitting, Lisa has performed numerous Corps of Engineers permit applications including the detailed 404 individual wetland fill permit for the Seattle District. In addition, Lisa has prepared and successfully obtained a variety of Nationwide Permits under the 404 permits.

[Lisa Berntsen] has always been responsive and reliable and the reports produced have been high quality. The technical assistance and guidance, wetland reports and biological evaluations ...display a wealth of technical knowledge... She is readily available to meet and discuss current project status and outline future timelines.

- Dick Dadisman, Kitsap Co. Public Works

Beth Vining, PWS, Project Ecologist, is a botanist/ecologist with more than 14 years of experience throughout the Pacific Northwest. Her range of experience includes: terrestrial and riparian ecological studies, rare plant

Beth has extensive, hands-on experience using GIS for mapping and rapid assessments of wetlands and riverine resources.

investigations and conservation management, biological assessments, wetland delineations, mitigation, habitat restoration, and local, state and federal permitting. Beth's experience with ESA biological assessments for threatened and endangered species includes work on transportation, utility, commercial development, recreation, public works, and habitat restoration and enhancement projects. She has also worked on numerous projects involving federal regulatory compliance (including NEPA and CERCLA) and local environmental critical area ordinances. Her wetlands and riparian experience includes research, classification, inventory and mapping, preparation of habitat requirements,

planting plans, design criteria, and functional assessments for mitigation plans, restoration and enhancement. Beth is a Certified Professional Wetland Scientist and is experienced in individual and nationwide Section 404 permits through the U.S. Army Corp of Engineers. Beth is proficient in Arc View and has extensive experience using GIS data for study design, site assessments, mapping and analysis. She also regularly provides technical expertise and support to other staff in the natural resource group.

Paul Robinette, GIS Analyst has seven years experience as a scientist in environmental, geotechnical and geologic projects, with an extensive background in data collection and management. His expertise is in the collection, management, analysis, interpretation, and presentation of scientific data. For the last three years, Paul has focused on geographic information systems (GIS) as it pertains to the analysis of watersheds, and land use. Paul is skilled in the use of ESRI ArcMap the Spatial Analyst extension and ArcObjects. Currently Paul is working with a diverse range of data development projects utilizing multiple software packages. His responsibilities include creating front-end interfaces, forms, and queries for clients in ArcMap GIS, MS Access, MS Visual Studios and GMS.

Paul brings to the team excellent, cost-effective GIS skills combined with considerable training in biology.

Thank you for reviewing our submittal. Please feel free to contact me if you have any questions. We have committed the necessary resources to complete this project successfully and look forward to working with City of Gig Harbor.

Sincerely,  
GeoEngineers, Inc.

  
Lisa Berntsen, PWS  
Principal Scientist





January 18, 2005

Mr. John Vodopich, AICP  
City of Gig Harbor – Community Development Department  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Request for Preliminary Cost Estimate for Wetland Inventory

Dear Mr. Vodopich:

URS Corporation is pleased to submit this preliminary cost estimate to the City of Gig Harbor Community Development Department for the Wetland Inventory and Critical Area Ordinance Support. Our proposal responds to the request received via email on January 11, 2004. This submittal expresses our interest in the work and includes our selected project experience, staff qualifications, and a project approach and cost estimate. URS is available upon request to begin work on this project and has the capacity and experience to complete the work in a timely manner.

#### **SELECTED PROJECT EXPERIENCE**

URS has established experience in wetland, stream, and GIS projects and Best Available Science reviews throughout Washington State and the Pacific Northwest. Selected projects include:

##### **Gig Harbor Basin Plan**

URS prepared a basin plan to address flooding, water quality, and habitat problems in the Gig Harbor area for Pierce County. We completed a detailed assessment of the condition of surface streams, using an expanded version of the method for evaluation of baseline conditions developed for the Tri-County Urban Issues Study. We also classified streams by channel types and surveyed approximately 20 miles of stream channel.

##### **Lake Stevens Best Available Science Review**

URS conducted a best available science review for the City of Lake Stevens. We researched the latest technical documents on wetland ratings, buffers, and mitigation and applied that information to make recommendations for modifications to the City's critical areas ordinance. The project also included characterizing the wetlands within the entire jurisdiction.

##### **Cross Cascade Pipeline Project**

URS prepared an environmental impact analysis for a proposed 230-mile fuel pipeline. As part of the early stages, an inventory of wetlands, streams, and other sensitive areas was completed. More detailed work for permits followed, including detailed fieldwork, documentation, and GIS mapping.

##### **Donkey Creek Park**

URS developed a conceptual design for the Donkey Creek fish habitat improvement project in the City of Gig Harbor. The design included establishing quality-spawning habitat, connecting channel to estuary habitat, improving hatchery operations, replacing/modifying culverts, and daylighting a tributary.

URS Corporation  
1501 4th Avenue, Suite 1400  
Seattle, WA 98101-1616  
Tel: 206.438.2700  
Fax: 206.438.2699



## REQUEST FOR PRELIMINARY COST ESTIMATE WETLAND INVENTORY

Page 2 of 4

### Alaska Gas Producer Pipeline Team, Environmental Data Collection Management

URS provided technical field support, data collection and system design services to evaluate the feasibility of construction of an Alaska natural gas pipeline from a Prudhoe Bay gas treatment plant to Lower-48 markets. The URS portion of the work scope included the collection of baseline environmental data for the 900+ miles of right-of-way through Alaska. URS developed a spatial database using Oracle 8i and ESRI ArcSDE for managing cultural, historical and natural resource information collected along a proposed 3,000-mile natural gas pipeline route for AGPPT. The spatial data system was used in support of production of plans; maps and documentation for permit filings including materials applicable to FERC, NEPA, and CEQ guidelines.

### KEY STAFF QUALIFICATIONS

*Jeff Walker* is a botanist and wetland biologist. He has conducted wetland delineations and reconnaissance investigations throughout the Pacific Northwest and successfully acquired wetland and environmental permits and approvals for numerous large and small projects. Mr. Walker has designed, inspected, and monitored several wetland mitigation projects. He has experience writing NEPA and SEPA EIS documents, as well as working with Best Available Science and Critical Areas updates. He has also conducted ESA consultation for large projects with regard to federal and state listed Threatened and Endangered species.

*Alice Lancaster, PE*, is a civil engineer with a specialty in surface water and hydraulic engineering. Her areas of expertise include urban stream rehabilitation design, hydraulic analyses for culverts and open channels, and field assessment of stream habitat. She has performed analyses and prepared designs for projects involving: fish life-cycle habitat development, culvert replacement and retrofit for fish passage, flood control, sediment management, channel stabilization, and daylighting culverted streams. Ms. Lancaster has worked on stream projects in Gig Harbor.

*Julie Blakeslee* is a planner and has designed, conducted and aided in community development, critical areas ordinances, and outreach activities for over 30 urban and environmental planning projects, including field work, working with technical review committees, leading neighborhood meetings, and staffing Council presentations. Recently she has worked with the Counties of Skagit and Snohomish to update their critical areas ordinances and conduct SEPA review with Council and citizen involvement. These projects involve (d) Best Available Science review, writing staff reports illustrating technical information and providing recommendations, updating codes, and facilitating workshops.

*Dale Bennett* is an information systems manager with experience in managing large and small Geographic Information Systems (GIS), database, land use, and planning projects, including all phases of project design and quality assurance/quality control (QA/QC). Mr. Bennett is responsible for development of QA/QC and metadata standards and methods for GIS projects. He has been responsible for adapting and updating municipal data in GIS.



## REQUEST FOR PRELIMINARY COST ESTIMATE WETLAND INVENTORY

Page 3 of 4

### PROJECT APPROACH

URS will obtain existing wetland and stream information from the City of Gig Harbor and supplement it with data from additional sources, including the National Wetland Inventory, Pierce County data, topographic maps, and soil surveys. URS will review the available information and determine areas to visit during the wetland field reconnaissance. The existing information will also be used to print draft GIS maps for use in the reconnaissance.

This reconnaissance will focus on public rights-of-way or on lands where access rights are granted within the City of Gig Harbor and the associated Urban Growth Area. Probable new wetland locations or adjustments to known locations will be drawn on the draft GIS maps. The classification, functions, and condition of the wetlands will also be assessed. Wetland classification will be determined using the Cowardin classification system. The condition will be noted using general observations about the plant community and signs of disturbance. The Washington State Department of Ecology *Revised Wetland Rating System for Western Washington* will be used to establish rating categories for a representative selection of wetlands within the City and UGA. This document is considered to be consistent with Best Available Science and determines a rating based on wetland hydrologic, water quality, and habitat functions. Using this approach will assure that the revised code covers the full range of wetland categories.

The existing information provided by the City and the data collected during the field reconnaissance will be used to update the City inventory maps. These maps will be submitted in both hardcopy and digital format. The hardcopy maps will be submitted with a brief technical memorandum describing the information collected during the field reconnaissance, including the probable wetland classifications, conditions, and functions.

The wetland inventory may result in some modifications to the Best Available Science Memorandum and/or minor revisions to the code. URS will write a section for the BAS document and minor revisions to the code, as well as suggested revisions to the Findings of Fact document. URS will also attend four City Council meetings, one of which may be a work session. URS will provide written responses to comments received during City Council meetings.

The optional stream classification task will be conducted by URS at the request of the City. The cost provided below assumes that the information generated by URS for previous Pierce County projects can be adapted for use by the City.

### COST ESTIMATE AND ASSUMPTIONS

The total proposed cost of the wetland inventory is \$21,427. With the addition of the optional stream classification task, the cost of the work would be \$24,149. As recommended by the Gig Harbor Community Development Department, this cost estimate is divided into the same tasks as the cost estimate that was presented to the City Council on January 10, 2005.



REQUEST FOR PRELIMINARY COST ESTIMATE  
WETLAND INVENTORY

Task	Cost
Task 1: Wetland Inventory	
Task 1A: Compile Existing Information	\$2,395
Task 1B: Conduct Limited Field Inventory	\$4,126
Task 1C: Update Existing Inventory Maps	\$3,669
Task 1D: Prepare Technical Memorandum	\$4,158
Task 2: Meetings with City Council	\$3,415
Task 3: Amendments to BAS Memorandum/Code Revisions	\$1,740
Task 4: Response to Public Comments	\$1,184
Task 5: Revisions of Findings of Fact	\$740
<b>Total</b>	<b>\$21,427</b>
Optional Task: Stream Classification	\$2,722
<b>Total</b>	<b>\$24,149</b>

**ASSUMPTIONS**

This cost assumes that:

- ✦ The City will furnish URS with the existing information in an organized fashion;
- ✦ The field reconnaissance will focus on public rights-of-way;
- ✦ The existing GIS coverage do not contain multiple attribute fields;
- ✦ Wetlands will not be surveyed or flagged in the field;
- ✦ Washington Function Assessment Method functional assessments will not be conducted;
- ✦ No field reconnaissance work is required for the stream inventory map update;
- ✦ No new technical research is required to respond to public comments;
- ✦ Multiple review drafts are not included in this scope of work.

**CONCLUSION**

Our qualifications, detailed in this submittal, attest to our ability to provide a high level of consulting expertise to the City of Gig Harbor Community Development Department. We look forward to future discussions regarding your consultant needs and how URS can be of service to you. Please call Jeff Walker at (206) 438-2351 for any further information.

Best regards,

**URS CORPORATION**

Jeff Walker  
Wetland Biologist

Katy Chaney  
Vice President

**AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
AHBL, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated April 4, 2004, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 316 Occidental Avenue South, Suite 320, Seattle, Washington 98104 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the update of the Critical Area regulations and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on April 4, 2004 (hereinafter the "Agreement"); and

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

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


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

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Thirty-three thousand six hundred nine dollars and zero cents (\$33,609.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5<sup>th</sup> day of January, 2005.

THE CITY OF GIG HARBOR

By:   
Associate ~~is~~ Principal

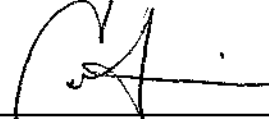
By: \_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
AHBL, Inc.  
Attn: Michael Kattermann, AICP  
316 Occidental Avenue S., Suite 320  
Seattle, Washington 98104  
(206) 267-2425

John P. Vodopich, AICP  
Community Development Director  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

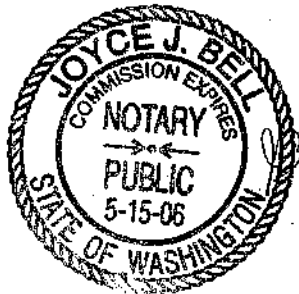
ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that Michael Kattermann 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 Assoc. Prinapel of AHBL Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/5/05



Joyce J. Bell  
Joyce J. Bell  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Auburn WA

My Commission expires: 5/15/06

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

Dated: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_



## EXHIBIT A – SCOPE OF SERVICES

January 5, 2005

Mr. John Vodopich, AICP  
Director, Community Development Department  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Project: Gig Harbor Comp Plan Update; Our File No.: 204129.30

Subject: Amended Scope for Services - Wetland Inventory

Dear John:

As you requested, AHBL is pleased to submit this additional scope of services for the wetland inventory and associated work. This proposal extends the prior scope of work for the update to the City's Comprehensive Plan and development regulations and is based on our discussions with you and our understanding of the City's needs for updating its Critical Areas Ordinance. This letter describes the tasks to be carried out by AHBL staff, which are primarily in support of the work by our subconsultant, Adolfson Associates, Inc. (Adolfson). Tasks to be conducted by Adolfson are detailed on the letter from Teresa Vanderburg, which is enclosed. The cost of each Adolfson task is shown on the attached Project Budget sheets. All Adolfson tasks are increased fifteen percent for contract administration by AHBL.

Our new scope of services is as follows:

1. Review documents and coordinate communication between Adolfson and the City.
2. Provide land use assistance in response to City Council and public comments on the wetland/stream inventory, scientific documentation, and amendments to the development regulations. This scope allows up to three (3) City Council meetings and one (1) City Council study session in 2005, and up to six (6) hours for written responses and documentation.
3. Wetland Inventory (Adolfson). Described in the letter from Teresa Vanderburg. Optional Subtask 1E in the Vanderburg letter is identified as a separate task in the billing summary below.
4. Meetings with City Council (Adolfson). This scope provides for three (3) meetings and one (1) study session with the City Council in 2005.

5. Amendments to BAS Memorandum/Code Revisions (Adolfson).
6. Response to Public Comment (Adolfson).
7. Revisions to Findings of Fact (Adolfson).
8. Optional stream classification (Adolfson)

***Billing Summary Phase II:***

<u>Item</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-2	Land Use and Process Assistance (AHBL)	T-38	\$4,100
Items 3-7	Adolfson Tasks	T-39	<u>27,495</u>
<b>Subtotal</b>			<b>\$31,595</b>
Item 8	Optional Stream Classification (Adolfson)	T-60	<u>2,014</u>
<b>GRAND TOTAL</b>			<b>\$33,609</b>

The proposal amount includes all reimbursable expenses. Additional fees would only be based on a change in the scope of work. The task numbers on the invoice will correlate with this proposal.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks, due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this scope of work.

This scope of work does not include any work associated with the following services:

- a) Additional SEPA documentation or analysis.
- b) Field survey or delineation of critical areas.
- c) GIS or land use analysis of critical areas standards.
- d) Mapping of wildlife habitat or other critical areas, apart from wetlands and streams for which documentation is currently available.

Mr. John Vodopich  
January 5, 2005  
Page 3

AHBL appreciates this opportunity to assist the City of Gig Harbor with this project. Please review this scope of work and let me know if you have any questions or need additional information. If this scope of work meets with your approval, we are prepared to execute an addendum to our existing contract and proceed with the project.

Thank you again for this opportunity to assist you with this project. If you have any questions, please call me at (206) 267-2425.

Sincerely,

Michael D. Kattermann, AICP  
Associate

MDK/lak

Enclosures

c: Teresa Vanderburg, Adolfsen Associates, Inc. w/enclosures  
Len Zickler, AHBL w/enclosures  
Owen Dennison, AHBL w/enclosures  
Accounting

V:\Planning\Yr\_2004\204129\129pro wetland inventory-wp.doc  
129pro050105.doc

## EXHIBIT A – SCOPE OF SERVICES

January 3, 2005

Owen Dennison  
AHBL, Inc.  
316 Occidental Avenue South,  
Suite 320  
Seattle, WA 98104-4421

**Subject: City of Gig Harbor Wetland Inventory & Critical Area Ordinance Support**

Dear Owen:

Adolfson Associates, Inc. (Adolfson) is pleased to present this scope and budget to amend our existing subconsultant's agreement with you for additional services in support of the City of Gig Harbor's critical areas ordinance (CAO) update. This proposal includes conducting an inventory of existing wetlands in the City of Gig Harbor and its UGA and continuing services in support of the CAO. On December 13, 2004, the City Council decided that the preparation of a recent wetland inventory should be considered before the amendments to the CAO were adopted. This scope has been prepared in response to a request by the City of Gig Harbor.

The following scope of work focuses on a wetland inventory for the City Urban Growth Area (UGA), which is approximately 6,661 acres. An optional stream classification task is available to classify existing streams in the City using existing information. The scope of work also includes attendance at three City Council meetings, amendments to the BAS memorandum and wetland regulations, limited response to public comment, and revisions to the Findings of Fact. Our tasks are outlined below:

### **Task 1 – Wetland Inventory**

Subtask 1A – Compile Existing Information. Adolfson will collect existing information on wetlands and streams from the City. This information includes the City's existing wetland area and stream maps, aerial photos, and topographical information. This will be supplemented with other information, such as GIS datasets depicting National Wetland Inventory, Pierce County wetland inventory, Soil Survey maps, and Priority Habitats and Species (PHS) data as applicable. Parcels identified to contain significant wetlands, streams, or documented PHS habitat will be noted for field reconnaissance. This task assumes that the City will compile and provide pertinent information from any historical permit files from the Department of Planning and Community Development that relate to areas with significant wetlands.

Mr. John Vodopich  
January 5, 2005

ENCLOSURE 1  
Page 8 of 14

Subtask 1B – Conduct Limited Field Inventory. Once existing information has been compiled and reviewed, Adolfson's team will conduct three days of field reconnaissance to ground-truth the approximate size, condition, and classification of inventoried wetlands that occur on public rights-of-way or on lands where access rights are granted. Various wetland functions will be evaluated including hydrology, water quality, and wildlife habitat. A data sheet will be developed to record this information in a consistent and accurate manner and to be included in a technical memorandum. This is a limited field inventory and therefore only a limited number of wetlands in the City UGA will be verified in the field; information on private properties without access will not be collected. In addition, some wetlands may be grouped by type, size, or function to facilitate characterization. Photographs of representative wetlands will be taken, but not all wetlands in the City will be photographed. We assume that the City will obtain all rights of entry to private properties prior to commencing fieldwork.

Subtask 1C – Update Existing Inventory Maps. Using data from the field, GIS maps depicting locations and extent of probable wetland areas and streams will be prepared. GIS maps will identify wetlands by estimated class where possible. The streams map will not identify the streams by class (see Subtask 1E – optional Stream Classification). These maps will be in a GIS format using ArcView and presented to the City for review in both hard copy and digital format. Adolfson will provide maps in .pdf file format.

Subtask 1D – Prepare Technical Memorandum. Adolfson will prepare a brief written technical memorandum to document the location, approximate size, classification, notable functions, and condition for the wetlands identified in the City. This report would include a matrix of wetland information that would be linked with GIS data layers developed by Adolfson. The memorandum will include a characterization of wetland types found in the City UGA and will reference the field data sheets to be provided as an appendix.

Subtask 1E (Optional) – Stream Classification. Adolfson will estimate classifications of inventoried streams in the City limits based on existing stream information. The stream map would include classifications and a table matrix of information that would be linked with the GIS layers by Adolfson. This task does not include field of verification of streams except when associated with the wetland inventory.

## **Task 2 – Meetings with City Council**

This scope allows for preparation and participation in up to four (4) meetings, one of which is a work-study session, with the City Council in 2005. The scope anticipates limited preparation for meetings and minor follow-up. Should staff request follow-up work items, these will be on a time and expense basis with prior approval of staff. Meeting attendance beyond the three meetings would require an amendment to this scope of services.

### **Task 3 – Amendments to BAS Memorandum / Code Revisions**

As a result of the wetland inventory, minor amendments to the BAS memorandum may be necessary. This scope anticipates an additional section to be added to the memo regarding existing wetlands and streams in the City or an additional memo prepared documenting the results of the wetland inventory. In addition, the BAS memorandum may need to be updated to include current scientific information such as the finalization of guidance documents from the Washington State Department of Ecology scheduled to occur in January 2005. Task 3 also includes one round of minor revisions to the code in response to City Council decisions or staff planning recommendations.

### **Task 4 – Response to Public Comment**

Adolfson will provide written response to public comments limited to the extent of our budget in Task 4. We assume that the City Council may require written response to some of the public comments during its deliberations. Adolfson will provide response in a letter format addressed to AHBL for submittal to the planning staff and Council.

### **Task 5 - Revisions to Findings of Fact**

As a result of the wetland inventory, limited revisions to the Findings of Fact document may be necessary. Task 5 includes time to revise the Findings of Fact in preparation for adoption of the updated CAO.

The total estimated cost of this proposal is \$25,660, including all tasks and optional tasks. Adolfson anticipates that this work would be complete within the year 2005. We can begin work on the wetland inventory task immediately and complete this within one month of our notice to proceed. Thank you for the opportunity to provide this scope of work. Please feel free to contact me at 206-789-9658 with any questions.

Sincerely,

ADOLFSON ASSOCIATES, INC.

Teresa Vanderburg, PWS  
Director of Natural Sciences

AHBL: 129Enc-1-050105.doc

Mr. John Vodopich  
January 5, 2005

ENCLOSURE

**Adolfson Associates Inc  
Project Budget**

Project No.:  
 Project Title: Gig Harbor Wetland Inventory & CAO Support  
 Client: City of Gig Harbor  
 Budget Total:  
 Budget Version: version 3      Date Prepared: 01/04/05

<u>Task No.: 1</u>		<u>WETLAND INVENTORY</u>			
<u>Subtask No.: 1A</u>		<u>Compile Existing Information</u>			
<u>Staff</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>	<u>Subtotal</u>	<u>Total</u>
Principal	\$130.00	1.00	\$130.00		
Senior Scientist	\$84.00	2.00	\$168.00		
Project Scientist	\$76.25	10.00	\$762.50		
Staff Scientist	\$54.75	8.00	\$438.00		
Graphics/GIS Specialist	\$80.00	4.00	\$320.00		
Admin Assistance	\$63.00	1.00	\$63.00	\$1,881.50	
<b>Reimbursables</b>			<b>Rate</b>	<b>Units</b>	<b>Total</b>
Other					\$0.00
Subtotal Reimbursable					\$0.00
Markup on Reimbursables			0%		\$0.00
Total Reimbursables					\$0.00
<b>Subtotal Subtask 1A</b>					<b>\$1,881.50</b>

<u>Subtask No.: 1B</u>		<u>Conduct Field Inventory/Wetland Classification</u>			
<u>Staff</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>	<u>Subtotal</u>	<u>Total</u>
Principal	\$130.00	2.00	\$260.00		
Senior Scientist	\$84.00	9.00	\$756.00		
Project Scientist	\$76.25	30.00	\$2,287.50		
Staff Scientist	\$54.75	30.00	\$1,642.50		
Admin Assistance	\$63.00		\$0.00	\$4,946.00	
<b>Reimbursables</b>			<b>Rate</b>	<b>Units</b>	<b>Total</b>
Mileage			\$0.3750	800.00	\$300.00
Camera			\$25.00	1.00	\$25.00
GPS			\$25.00	1 day	\$25.00
Other					\$0.00
Subtotal Reimbursable					\$350.00
Markup on Reimbursables			0%		\$0.00
Total Reimbursables					\$350.00
<b>Subtotal Subtask 1B</b>					<b>\$5,296.00</b>

Subtask No.: 1C		Create Inventory Maps				
Staff	Rate	Hours	Total	Subtotal	Total	
Principal	\$130.00	1.00	\$130.00			
Senior Scientist	\$84.00	4.00	\$336.00			
Project Scientist	\$76.25	6.00	\$457.50			
Graphics/GIS Specialist	\$80.00	30.00	\$2,400.00			
Admin Assistance	\$63.00	0.00	\$0.00	\$3,323.50		
<b>Reimbursables</b>						
	Rate	Units	Total			
Color copies			\$75.00			
Subtotal Reimbursable			\$75.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$75.00		
<b>Subtotal Subtask 1C</b>					<b>\$3,398.50</b>	

Subtask No.: 1D		Prepare Technical Memorandum				
Staff	Rate	Hours	Total	Subtotal	Total	
Principal	\$130.00	1.00	\$130.00			
Senior Scientist	\$84.00	2.00	\$168.00			
Project Scientist	\$76.25	16.00	\$1,220.00			
Staff Scientist	\$54.75	8.00	\$438.00			
Graphics/GIS Specialist	\$80.00	4.00	\$320.00			
Admin Assistance	\$63.00	2.00	\$126.00	\$2,402.00		
<b>Reimbursables</b>						
	Rate	Units	Total			
Copies	\$50.00	2.00	\$100.00			
Other			\$0.00			
Subtotal Reimbursable			\$100.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$100.00		
<b>Subtotal Subtask 1D</b>					<b>\$2,502.00</b>	

Subtask No.: 1E		Stream Classification (optional)				
Staff	Rate	Hours	Total	Subtotal	Total	
Principal	\$130.00	1.00	\$130.00			
Senior Scientist	\$84.00	4.00	\$336.00			
Project Scientist	\$76.25	12.00	\$915.00			
Graphics/GIS Specialist	\$80.00	4.00	\$320.00			
Admin Assistance	\$63.00		\$0.00	\$1,701.00		
<b>Reimbursables</b>						
	Rate	Units	Total			
Copies	\$50.00	1.00	\$50.00			
Other			\$0.00			
Subtotal Reimbursable			\$50.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$50.00		
<b>Subtotal Subtask 1E</b>					<b>\$1,751.00</b>	
<b>Subtotal TASK 1:</b>					<b>\$14,829.00</b>	



<b>Task No. 2</b>		<b>ADDITIONAL CITY COUNCIL MEETINGS (4)</b>				
<b>Staff</b>	<b>Rate</b>	<b>Hours</b>	<b>Total</b>	<b>Subtotal</b>	<b>Total</b>	
Principal	\$130.00	32.00	\$4,160.00			
Senior Scientist	\$84.00		\$0.00			
Project Scientist	\$76.25	12.00	\$915.00			
Admin Assistance	\$63.00	2.00	\$126.00	\$5,201.00		
<hr/>						
<b>Reimbursables</b>	<b>Rate</b>	<b>Units</b>	<b>Total</b>			
Mileage	\$0.3750	600.00	\$225.00			
Copies	\$50.00	0.50	\$25.00			
Other			\$0.00			
Other			\$0.00			
Subtotal Reimbursable			\$250.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$250.00		
<b>Subtotal Task 2</b>					<b>\$5,451.00</b>	

<b>Task No. 3</b>		<b>AMENDMENTS TO BAS TECH MEMO / CODE REVISIONS</b>				
<b>Staff</b>	<b>Rate</b>	<b>Hours</b>	<b>Total</b>	<b>Subtotal</b>	<b>Total</b>	
Principal	\$130.00	2.00	\$260.00			
Senior Scientist	\$84.00	6.00	\$504.00			
Project Scientist	\$76.25	10.00	\$762.50			
Staff Scientist	\$54.75	0.00	\$0.00			
Admin Assistance	\$63.00	0.00	\$0.00	\$1,526.50		
<hr/>						
<b>Reimbursables</b>	<b>Rate</b>	<b>Units</b>	<b>Total</b>			
Copies	\$50.00	1.00	\$50.00			
Other			\$0.00			
Subtotal Reimbursable			\$50.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$50.00		
<b>Subtotal Task 3</b>					<b>\$1,576.50</b>	

<b>Task No. 4</b>		<b>RESPONSE TO PUBLIC COMMENT</b>				
<b>Staff</b>	<b>Rate</b>	<b>Hours</b>	<b>Total</b>	<b>Subtotal</b>	<b>Total</b>	
Principal	\$130.00	8.00	\$1,040.00			
Senior Scientist	\$84.00	8.00	\$672.00			
Project Scientist	\$76.25	10.00	\$762.50			
Admin Assistance	\$63.00		\$0.00	\$2,474.50		
<hr/>						
<b>Reimbursables</b>	<b>Rate</b>	<b>Units</b>	<b>Total</b>			
Other			\$0.00			
Subtotal Reimbursable			\$0.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$0.00		
<b>Subtotal Task 4</b>					<b>\$2,474.50</b>	

<b>Task No. 5</b>		<b>REVISIONS TO FINDINGS OF FACT</b>				
<b>Staff</b>	<b>Rate</b>	<b>Hours</b>	<b>Total</b>	<b>Subtotal</b>	<b>Total</b>	
Principal	\$130.00	4.00	\$520.00			
Senior Scientist	\$84.00	6.00	\$504.00			
Project Scientist	\$76.25	4.00	\$305.00			
Admin Assistance	\$63.00		\$0.00	\$1,329.00		
<hr/>						
<b>Reimbursables</b>	<b>Rate</b>	<b>Units</b>	<b>Total</b>			
Other			\$0.00			
Subtotal Reimbursable			\$0.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$0.00		
<b>Subtotal Task 5</b>					<b>\$1,329.00</b>	

<b>Project Budget Total</b>				<b>\$25,660.00</b>
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"THE MARITIME CITY"

ADMINISTRATION

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** *DR*  
**DATE: JANUARY 24, 2005**  
**SUBJECT: FIRST READING OF ORDINANCE - PROVIDING FOR THE ISSUANCE AND SALE OF SHORT TERM UNLIMITED GENERAL OBLIGATION BOND ANTICIPATION NOTE (BAN).**

### **BACKGROUND**

The purchase and sale agreement for the Eddon boatyard has a February 15 closing date. In order to ensure adequate funds are available to close, the city needs to issue a BAN. The BAN would be a line of credit that would be drawn upon if needed, therefore, if the city does not close on the property, the only cost would be the loan origination fee. The BAN will be refinanced later this year with a long-term general obligation bond.

This ordinance needs to be passed in one reading because the next regular Council meeting is February 14. This is not enough time to close the financing deal and have the funds available in the event of a February 15 closing on the property.

### **FISCAL CONSIDERATIONS**

This is a \$3.5 million, 12-month note with a variable rate per year equal to 65% of Bank of America's Prime Rate, minus 76 basis points. Based upon a Prime Rate of 5.25% as of January 18, 2005, the rate would be 2.65%.

The variable interest rate is recommended because it provides a lower rate to the city and there is no prepayment penalty.

Interest is payable quarterly beginning May 1, 2005. The first payment assuming the 2.65% rate would be about \$22,600.

### **RECOMMENDATION**

I recommend adoption of the ordinance, pursuant to GHMC section 1.08.020, which allows for passage of an ordinance on the day of its introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council.

CITY OF GIG HARBOR, WASHINGTON

UNLIMITED GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2005

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ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A SHORT TERM NOTE OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,500,000 FOR THE PURPOSE OF PROVIDING FUNDS REQUIRED TO ACQUIRE WATERFRONT SPACE AND LAND AND INITIATE RESTORATION OF THE EDDON BOATYARD AS AUTHORIZED BY RESOLUTION OF THE BOARD OF DIRECTORS AND APPROVED BY THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION HELD THEREIN ON NOVEMBER 2, 2004; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF SAID NOTE; PROVIDING THE METHOD OF REPAYMENT OR REFINANCING FOR THE NOTE AT MATURITY; AND APPROVING THE SALE OF SUCH NOTE.

PASSED ON JANUARY 24, 2005

PREPARED BY:

PRESTON GATES & ELLIS LLP  
Seattle, Washington

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\* This Table of Contents is provided for convenience only and is not a part of this ordinance.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A SHORT TERM NOTE OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,500,000 FOR THE PURPOSE OF PROVIDING FUNDS REQUIRED TO ACQUIRE WATERFRONT SPACE AND LAND AND INITIATE RESTORATION OF THE EDDON BOATYARD AS AUTHORIZED BY RESOLUTION OF THE BOARD OF DIRECTORS AND APPROVED BY THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION HELD THEREIN ON NOVEMBER 2, 2004; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF SAID NOTE; PROVIDING THE METHOD OF REPAYMENT OR REFINANCING FOR THE NOTE AT MATURITY; AND APPROVING THE SALE OF SUCH NOTE.

WHEREAS, at an election held in the City of Gig Harbor, Washington (the "City") on November 2, 2002, the number and proportion of the qualified electors of the City required by law for the adoption thereof voted in favor of a proposition authorizing the issuance of bonds of the City in the aggregate principal amount of \$3,500,000 ("Bond Authorization") to acquire waterfront space and land and initiate restoration of the Eddon Boatyard (the "Projects") as authorized by Ordinance No. 970, passed on September 13, 2004 (the "Election Ordinance") by the City Council; and

WHEREAS, the City Council deems it necessary and in the best interest of the citizens of the City to issue a short term obligation in anticipation of the issuance of long term obligations; and

WHEREAS, Bank of America, N.A., Seattle, Washington (the "Bank") has offered to purchase the Note authorized herein under the terms and conditions set forth in this ordinance; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN as follows:

Section 1.     Definitions. As used in this ordinance, the following words shall have the following meanings:

**Bank** means Bank of America, N.A., Seattle, Washington.

**Bonds** means the unlimited tax general obligation bonds authorized to be issued by the City in Section 2 of this ordinance.

**Code** means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

**City** means the City of Gig Harbor, Washington, a political subdivision duly organized and existing under and by virtue of the laws of the State of Washington.

**Council** means the City Council, as the general legislative body of the City.

**Draw** or **Draws** means incremental draws on the Note as requested by the City.

**Interest Rate** means a floating rate equal to 65% of the Prime Rate, less 76 basis points.

**Loan Draw Record** means the administrative records kept by the Bank to record the date and dollar amounts of the draws on the Note and the loan repayments made by the City.

**Note** means the City of Gig Harbor, Washington, Unlimited General Obligation Bond Anticipation Note, 2005, issued pursuant to this ordinance.

**Note Fund** means the City of Gig Harbor Note Redemption Fund, 2005, created in the office of the Treasurer of the City pursuant to Section 8 of this ordinance.

**Note Register** means the books or records maintained by the Note Registrar containing the name and mailing address of the owner of the Note or nominee of such owner and the principal amount outstanding.

*Note Registrar* means the Treasurer.

*Prime Rate* means the rate of interest publicly announced from time to time by the Bank as its "Prime Rate." The Prime Rate is set by the Bank based upon various factors, including the Bank's costs and desired return, general economic conditions and other factors and is used as a reference point for pricing some loans. The Bank may price loans to its customers at, above or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of a change in the Bank's Prime Rate.

*Projects* means the acquisition of waterfront space and land and the initiation of restoration of the Eddon Boatyard.

*Treasurer* means the Finance Director of the City or any successor to the functions of the Finance Director.

**Rules of Interpretation.** In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including unlimited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;



(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect;

(e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Projects and the Bonds.

(a) *Improvements.* The City is acquiring waterfront space and land, and initiating the restoration of the Eddon Boatyard (the "Projects") as authorized by Ordinance No. 970, passed on September 13, 2004 by the City Council and approved by voters at the November 2, 2004 election.

(b) *Bonds.* For the purpose of providing permanent financing for the Projects, the City will issue and deliver its unlimited tax general obligation bonds or other evidences of general obligation indebtedness (the "Bonds") in amounts and at times as shall be required to pay and redeem the Note. The final terms and conditions of issuance of the Bonds shall be as set forth by ordinance of the Council.

Section 3. Authorization of Note and Note Details.

(a) *Authorization of Note.* In order to provide funding for the Projects pending issuance and delivery of the Bonds, the City hereby authorizes the issuance and sale of an unlimited general obligation bond anticipation note in the aggregate principal amount of not to exceed \$3,500,000 (the "Note").

(b) *Terms of the Note.* The Note shall be designated as the "City of Gig Harbor, Washington Unlimited General Obligation Bond Anticipation Note, 2005," shall be

dated as of the date of its original issuance, shall be issued as a single instrument, fully registered as to both principal and interest, shall be in the denomination of not to exceed \$3,500,000, shall be numbered N-1 and shall bear interest at the Interest Rate (computed on the basis of a year of 365/366 days and actual days elapsed) on the unpaid principal balance, payable quarterly on May 1, 2005, August 1, 2005, November 1, 2005, with the outstanding principal balance and all unpaid and accrued interest payable in full at maturity on February 1, 2006. The Interest Rate shall be adjusted as of each date on which a change in the Prime Rate becomes effective.

(c) *Draws.* The principal amount outstanding under the Note may not exceed \$3,500,000. The available principal of the Note shall be disbursed as borrowings from time to time by the Bank upon request from the City (each such disbursement herein referred to as a "Draw"). Draws shall be recorded on the Loan Draw Record attached to the Note, or in such other form as the City and the Bank may agree. Interest on each Draw shall accrue from the date of that Draw and shall be computed on the basis as described above on the principal amount of the Draw outstanding for the actual number of days the principal amount of the Draw is outstanding. Draws also may be made to make interest payments on the Note.

The proceeds of any Draw shall be deposited into a fund as designated by the Treasurer and shall be expended solely to pay the costs of the Projects, and the costs of issuing and selling the Note, as authorized herein.

(d) *Prepayment of the Note.* The Note may be prepaid by the City at its option at any time in whole or in part, without penalty, upon one day's advance notice to the Bank. The Note is non-revolving and advances may not be re-borrowed once repaid.

Section 4.    Registration.

(a)    *Appointment of Note Registrar.* The City hereby appoints the Treasurer to act as Note Registrar. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Note in accordance with the provisions of the Note and this ordinance and to carry out all of the Note Registrar's powers and duties under this ordinance.

(b)    *Note Register.* The Note shall be in registered form as to both principal and interest.

(c)    *Registered Ownership.* The City may deem and treat the Bank as the absolute owner thereof for all purposes, and the City shall not be affected by any notice to the contrary. Payment of the Note shall be made only as described in Sections 3 and 8 hereof. All such payments made as described in Sections 3 and 8 shall be valid and shall satisfy and discharge the liability of the City upon such Note to the extent of the amount or amounts so paid. The Note is not transferable, except to a successor to the business and assets of the Bank, conditioned on such successor assuming all obligations to provide the line of credit evidenced by the Note.

Section 5. Form of Note. The Note shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. N-1

\$3,500,000  
(or as much thereof as is  
shown on the attached  
Loan Draw Record)

STATE OF WASHINGTON

CITY OF GIG HARBOR  
UNLIMITED GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2005

Registered Owner: Bank of America, N.A.  
Seattle, Washington

Interest Rate: As provided herein

Maturity Date: FEBRUARY 1, 2006

Taxpayer ID: 94-1687665

Principal Amount: THREE MILLION FIVE HUNDRED THOUSAND AND NO/100  
DOLLARS (or as much thereof as is shown on the attached Loan Draw  
Record)

The City of Gig Harbor, Washington, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (herein called the "City"), hereby acknowledges itself to owe and for value received, promises to pay to the Registered Owner identified above, or registered assigns, an amount equal to the total outstanding incremental draws (the "Draws") made in accordance with this note and Ordinance No. \_\_\_\_ of the City (the "Note Ordinance").

Draws made upon this note shall bear interest at a floating rate equal to 65% the Prime Rate, less 76 basis points (computed on the basis of a 365/366-day year for actual number of days elapsed) and shall accrue from the date of each Draw on the principal amount of such Draw outstanding for the actual number of days the principal amount of such Draw is outstanding. Interest on unpaid principal shall be paid quarterly on May 1, 2005, August 1, 2005 and November 1, 2005, with final payment of all outstanding and unpaid principal and interest due at maturity on February 1, 2006. Draws also may be made to make interest payments on this note.

The City may make monthly Draws upon this note at any time pursuant to the Note Ordinance. Draws shall be recorded on the Loan Draw Record attached to this note, or in such other form as the City and the Bank may agree. The City may borrow from time hereunder; provided that the aggregate principal amount outstanding may not exceed \$3,500,000 at any time.

This note may be repaid at the option of City at any time in whole or in part. However, this is a non-revolving note and advances may not be re-borrowed once repaid.

Both principal of and interest on this note are payable in lawful money of the United States of America. The final payment of principal and interest shall be paid only upon presentation and surrender of this note to the Treasurer of the City, as "Note Registrar".

This note has been designated as a "qualified tax-exempt obligation" for banks, thrift institutions and other financial institutions.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Note Registrar.

This note is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinances of the City, including the Note Ordinance. This note is issued pursuant to the Note Ordinance for the purpose of providing the financing for certain capital improvements to property and facilities within the City.

This note is a general obligation of the City and is payable from a special fund of the City, designated as the City of Gig Harbor Note Redemption Fund, 2005. The City has pledged and is obligated to deposit amounts, from the proceeds of Bonds or other sources, amounts sufficient to pay and redeem this note upon maturity. The full faith, credit and resources of the City are pledged, and the City shall levy taxes, if necessary, without limitation as to rate or amount, to pay the principal of and interest on this note.

THIS NOTE IS NOT TRANSFERABLE, except to a successor to the business and assets of the Bank, conditioned on such successor assuming all obligations to provide the line of credit evidenced by this note.

This note is not a "private activity bond" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The City has designated this note as a "qualified tax-exempt obligation" under Section 265(b) of the Code for investment by financial institutions.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this note have happened, been done and performed and that the issuance of this note does not violate any constitutional, statutory or other limitation upon the amount of indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Gig Harbor, Washington has caused this note to be signed with the manual or facsimile signature of the Mayor, to be attested by the manual or facsimile signature of the City Clerk, all as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR, WASHINGTON

By           /s/ facsimile or manual            
Mayor

ATTEST:

By           /s/ facsimile or manual            
City Clerk

The Note Registrar's Certificate of Authentication on the Note shall be in substantially the following form:

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication:   , 2005

This note is described in the within-mentioned Ordinance and is the General Obligation Bond Anticipation Note, 2005 of the City of Gig Harbor, Washington, dated                         , 2005.

FINANCE DIRECTOR OF THE CITY OF  
GIG HARBOR, as Note Registrar

By     
Authorized Signer

The Loan Draw Record shall be substantially in the following form:

**CITY OF GIG HARBOR, WASHINGTON**  
**UNLIMITED GENERAL OBLIGATION BOND ANTICIPATION NOTE, 2005**

**LOAN DRAW RECORD**

	Date	Amount	Total
<u>[Draw][Repayment]</u>	<u>                        </u>	<u>                        </u>	<u>                        </u>
<u>[Draw][Repayment]</u>	<u>                        </u>	<u>                        </u>	<u>                        </u>
<u>[Draw][Repayment]</u>	<u>                        </u>	<u>                        </u>	<u>                        </u>
<u>[Draw][Repayment]</u>	<u>                        </u>	<u>                        </u>	<u>                        </u>
<u>[Draw][Repayment]</u>	<u>                        </u>	<u>                        </u>	<u>                        </u>
<u>[Draw][Repayment]</u>	<u>                        </u>	<u>                        </u>	<u>                        </u>
<u>Repayment</u>	<u>                        </u>	<u>                        </u>	<u>                        </u>

Section 6. Execution of Note. The Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk. The Note shall not be valid for any purpose until the Certificate of Authentication on the Note shall have been signed by the Note Registrar.

Section 7. Tax Covenants.

The City hereby covenants that it will not make any use of the proceeds of the sale of the Note or any other funds of the City which may be deemed to be proceeds of such Note pursuant to Section 148 of the Code which will cause the Note to be an "arbitrage bond" within the meaning of said section. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Note) and the applicable Regulations thereunder throughout the term of the Note.

The City further covenants that it will not take any action or permit any action to be taken that would cause the Note to constitute a "private activity bond" under Section 141 of the Code.

The City hereby designates the Note as a "qualified tax-exempt obligation" for purchase by financial institutions pursuant to Section 265(b)(3) of the Code. The City does not anticipate that it will issue more than \$10,000,000 in qualified tax-exempt obligations during 2005.

Section 8. Note Fund. A special fund of the City known as the "City of Gig Harbor Note Redemption Fund, 2005" (the "Note Fund") is hereby authorized to be created in the office of the Treasurer. The Note Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Note.

The City hereby covenants with the Bank that it will deposit in the Note Fund proceeds of the Bonds or funds from other sources in amounts sufficient to pay when due the principal of and interest on the Note. The full faith and credit of the City are hereby pledged to the repayment of

Note, and the City shall levy taxes, if necessary, without limitation as to rate or amount to pay the principal of and interest on the Note.

Section 9. Sale of Note. The Note shall be sold to the Bank at a price of par in accordance with the terms of this ordinance. Upon delivery of the Note, the City shall reimburse the Bank for origination fees in the amount of \$2,000 and will pay the Bank's legal fees in the amount of not to exceed \$\_\_\_\_, which payment shall be made by check, wire transfer or other mutually acceptable means to the Bank or to its designated payee.

The proper officials of the City are hereby authorized and directed to do all things necessary for the prompt execution and delivery of the Note and the items required to be delivered to the Bank and for the proper use and application of the proceeds of sale thereof.

Section 10. Lost, Stolen or Destroyed Note. In case the Note shall be lost, stolen or destroyed, the City may execute and the Note Registrar may deliver a new Note of like date and tenor to the Bank and upon its filing with the Note Registrar evidence satisfactory to said Note Registrar that the Note was actually lost, stolen or destroyed, and upon furnishing the Note Registrar with indemnity satisfactory to the Note Registrar.

Section 11. Information Provided to the Bank. The City will provide the following information to the Bank:

- (1) The City's annual budget, within 90 days of commencement of the new budget cycle; and
- (2) Internally-prepared annual financial statements for the City, within 240 days of the City's fiscal year end, and
- (3) The City's annual State Audit Report within 10 days of receipt from State Auditor.



Section 12. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Note.

Section 13. Effective Date. This ordinance shall be effective five days from its passage and publication as required by law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of said Council held this 24th day of January, 2005.

CITY OF GIG HARBOR, WASHINGTON

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

First Reading: January 24, 2005  
Date Approved: January 24, 2005  
Date of Publication: \_\_\_\_\_, 2005  
Effective Date: \_\_\_\_\_, 2005

**CERTIFICATE**

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

1. That the attached Ordinance is a true and correct copy of Ordinance No. \_\_\_\_ of the City Council (the "Ordinance"), duly passed at a regular meeting thereof held on the 24th day of January, 2005.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of December, 2005.

---

City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEVE OSGUTHORPE, AICP** *S.O.*  
**PLANNING MANAGER**  
**SUBJECT: FIRST READING OF ORDINANCE AMENDING GHMC CHAPTER 17.67**  
**TO ADD PUBLIC SCHOOLS TO LIST OF PERFORMANCE-BASED**  
**HEIGHT EXCEPTIONS**  
**DATE: JANUARY 24, 2005**

**INFORMATION/BACKGROUND**

Attached for the Council's consideration is a draft ordinance amending the Chapter 17.67 of the Gig Harbor Municipal Code, which pertains to performance-based height exceptions and height exemptions. The proposed amendments would add schools in the public institution (PI) district to the list of potential height exceptions. It would also include new criteria pertaining specifically to schools and would include consideration of view impacts on adjacent properties.

The Peninsula School District is the applicant for this proposal. The District's stated reason for the proposed amendment is that additional height is necessary for the effective functioning of school structures and to meet the requirements of the Design Manual. This need would be evident, for example, with a school gymnasium (an essential feature of most schools), which requires a height that facilitates sport functions. This situation would be most acute in the City's height restriction area. However, recognizing that taller buildings in the height restriction area may adversely impact views, the proposal includes additional approval criteria pertaining to view protection.

A public hearing before the Planning Commission was held on December 16, 2004. After receiving public testimony, the applicant agreed to amend the proposed text to specifically eliminate the word "public" from the proposal so that the height exemption option would be available to both public and private schools. Additionally, the applicant agreed to specify that the provisions would only apply to those schools that are approved by the Washington State Office of Public Instruction. These changes will require an additional public hearing, which may be held at the Council level.

After final deliberation at a work session on January 6, 2005, the Commission voted unanimously to forward to the City Council a recommendation to approve the proposed amendments, but their recommendation was conditioned upon amending the text to require that all aspects of a proposed performance-based height exception for a school be reviewed by the Design Review Board. As drafted, the amendments would require the Design Review Board's review only if additional height was necessary for strictly

architectural and zone transition reasons, but would not require the board's review for determining the actual height needed for the building's function and performance.

There was also a motion by Scott Wagner to amend the text to make the height exception be applicable in all zones that allow schools rather than just in the PI district. There was considerable discussion over this motion. The staff informed the Planning Commission that such a change would require additional review under SEPA and also a new public hearing because it was outside the scope of the notices and analysis on this proposal.

But apart from procedural difficulties, concerns were expressed over potentially allowing performance-based height exceptions in residential areas where schools are allowed. Three Commission members believed that the benefits of the performance-based height exception ought to be available to all K-12 schools – public and private - as a matter of fairness. However, other members believed that that the PI district was created to accommodate these more intensive types of facilities and that if a school wanted the benefits of a performance-based height option, they could apply for a rezone. They did not believe this was an equity issue because the PI district allows both public and private schools. Further, they believed this was appropriate because it would allow both the immediate neighborhood and the City Council to determine if the performance standards of a PI district were appropriate in a particular area or neighborhood. After lengthy discussion, Commissioner Wagner's motion failed. It was initially a tie vote, but the Chair (Paul Kadzik) broke the tie and voted against the motion.

## **POLICY CONSIDERATIONS**

### Gig Harbor Municipal Code:

The Gig Harbor Municipal Code regulates building and structure height by zone and by area. The maximum height of a building or structure can range from 16 feet in the Height restriction area to the allowed limits of the city building and fire codes in the PCD-C and PCD-BP zones. The majority of zones restrict structures to a maximum height of 35 feet.

### Design Manual:

Structure and building height is regulated in many ways within the Gig Harbor Design Manual. Buildings or structures on parcels in PI zones that abut parcels in residential zones must conform to the zone transition standards of the Design Manual (Section 1.4).

Up to 10% of the building footprint area of designated primary structures may increase the underlying height limit by as much as 8 feet. (DM Section 3.3.01(1)(c)). This provision does not apply to the height restriction area (view basin).

Regarding the Planning Commission's proposal to have all performance-based height exceptions be reviewed by the Design Review Board, it should be noted that this is

contrary to established design review procedures that allow applicants to choose either administrative or DRB review of a their proposals. The Planning Commission's proposal would not allow this option. While the Commission suggested that a performance-based height exceptions is not a requirement and therefore not forcing an applicant to go to the DRB, it should also be considered that the very reason for a height exception is to accommodate the minimum needs of essential structures and facilities because it may not be possible to build them without a height exception. Therefore, it may be that the only option to the applicant under the Planning Commission's proposal would be to go to the DRB or not do their project at all.

Also, while performance-based height exceptions are not general variances or conditional uses, they are processed and reviewed in a manner similar to variances and conditional uses. The decision to grant or deny them is based upon addressing certain criteria. Requiring mandatory review of performance-based height exception applications by the DRB would be similar to requiring mandatory review by the DRB of all variance and conditional use applications. This would expand the DRB's review to things beyond design and would also give them purview over dimensional (height) issues, which is specifically not allowed under the current Design Manual provisions.

#### **ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on November 18, 2004 for this non-project GMA action as per WAC 197-11-340(2). The comment deadline on the DNS was December 8, 2004 and the appeal deadline was December 22, 2004. No comments or appeals were submitted.

#### **FISCAL IMPACTS**

There are no adverse fiscal impacts associated with this proposal.

#### **RECOMMENDATION**

This is first reading of the ordinance only. A public hearing and second reading is scheduled for February 14, 2005, at which time the staff anticipates recommending approval of the ordinance as drafted.

DRAFT

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING SECTIONS 17.67.010, 17.67.020, 17.67.040, AND 17.67.060 OF THE GIG HARBOR MUNICIPAL CODE ADDING SCHOOLS IN THE PI (PUBLIC INSTITUTION) DISTRICT TO THE LIST OF STRUCTURES THAT MAY BE CONSIDERED UNDER PERFORMANCE-BASED HEIGHT EXCEPTIONS, AND ADDING A NEW SECTION 17.67.075 DESCRIBING REVIEW CRITERIA FOR PERFORMANCE-BASED HEIGHT EXCEPTIONS FOR SCHOOL FACILITIES THAT REQUIRE CONSIDERATION OF VIEW IMPACTS.**

---

WHEREAS, the City of Gig Harbor adopted under Chapter 17.67 GHMC provisions that allow performance-based height exceptions for certain structures that may require heights exceeding underlying height limits for their effective and efficient operation; and

WHEREAS, the Peninsula School District asked that the City Council consider a text amendment to chapter 17.67 GHMC because schools often require heights that exceed current height limits for the effective operation of their programs and functions; and

WHEREAS, the performance-based height exception provisions would allow consideration of increased height for schools while also allowing opportunity for public review and comment of proposed height increases; and

WHEREAS, the City has adopted a PI (Public Institution) district to both accommodate and contain the impacts of schools and other essential public facilities in areas outside of residential districts; and

WHEREAS, in response to the School District's requesting during the City's Design Manual update to adopt special height allowances for public schools by right, and to ensure that a height increase for schools would be based upon both the demonstrated need for the school according to site-specific conditions and to ensure that the public would have opportunity to comment on requested height increases on a case-by-case basis, the City of Gig Harbor has proposed a text amendment that would allow schools to be reviewed under the performance-based height exception provisions and also provide criteria for reviewing schools in the PI district under said provisions; and

WHEREAS, the proposed amendments have been reviewed by the Michael Kattermann of AHBL representing the School District, by City staff and by the Planning Commission; and

WHEREAS, the proposed text amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official issued a determination of Non-significance for the proposed text amendment on November 18, 2004 pursuant to WAC 197-11-350; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on November 30, 2004, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on December 16, 2004, and made a recommendation of \_\_\_\_\_ to the City Council; and

WHEREAS, the SEPA appeal period expired on December 22, 2004, and no appeals were filed; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of \_\_\_\_\_, 2004; Now, Therefore,

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

Section 1. Section 17.67.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.67.010 Intent.**

This chapter is intended to identify those structures and uses ~~to for~~ which standard height limits do not apply are not appropriate and to provide review procedures and criteria for those special situations where the height restrictions of this title may be relaxed. Performance-based height exceptions are intended to allow structures that require height in excess of height limits for effective performance and operation. Performance-based height exceptions are not intended to be used as a means of circumventing individually inconvenient height restrictions. (Ord. 950 § 1, 2004).

Section 2. Section 17.67.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.67.020 Applicability – Performance-based height exceptions.**

A. Approvals of performance-based height exceptions may be given to only the following structures:

1. Elevated reservoirs, water tanks or standpipes under the jurisdiction of the city or another water district;
  2. Transmission line towers;
  3. Fire training towers;
  4. Athletic field lighting.
  5. School facilities in a public-institutional (PI) district that are approved by the Washington State Office of Public Instruction.
- B. Performance-based height exceptions are prohibited for the following:
1. Communications facilities regulated by Chapter 17.61 GHMC;
  2. All new structures on parcels identified as prominent on the city of Gig Harbor visually sensitive areas map;

Section 3. Section 17.67.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.67.040 Complete application.**

An application for a performance-based height exception shall contain seven copies of the following information:

- A. The title and location of the proposed project, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;
- B. A written description addressing the scope of the project, the use of the site, and the nature and height of the proposed structures;
- C. Color, type, model and specification of all proposed structures. Include the area of illumination and intensity of lighting in footcandles for athletic field lighting;
- D. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site;
- E. Site plans drawn to a scale no smaller than one inch equals 30 feet showing location and size of uses, location of proposed and existing structures, critical areas and wetlands, buffer areas, proposed areas of disturbance or construction outside of the building and structure footprint, yards, open spaces and landscaped areas and any existing structures, easements and utilities;
- F. Cross sections of proposed structures and topographic information.
- ~~G.~~ A written statement of justification for granting the exception pursuant to the requirements of GHMC 17.67.060, and GHMC 17.67.070, and GHMC 17.67.075, if applicable;
- ~~H.~~ A listing of the names and addresses of property owners of record within 300 feet of the project property, including preprinted labels bearing the names and addresses of the property owners of record within 300 feet of the project property;
- ~~I.~~ All application requirements of GHMC 19.02.002. (Ord. 950 § 1, 2004).



Section 4. Section 17.67.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.67.060 Review criteria.**

Except for review occurring under GHMC 17.67.075, the applicant shall demonstrate that the following criteria for approval of the exception have been satisfied:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use; and

B. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by such measures as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Using color or material to blend the structure into the surrounding environment;

3. Screening the structure with vegetation;

4. Avoidance, to the extent possible, of light trespass onto adjacent properties.

(Ord. 950 § 1, 2004).

Section 5. A new Section 17.67.075 is hereby added to the Gig Harbor Municipal Code to read as follows:

**17.67.075 Special review criteria for school facilities in the PI (Public Institution) District.**

Because schools in the PI (Public Institution) district are the only large buildings that may be considered under the performance-based height exception provisions, and because large buildings may have different visual impacts than other smaller-scale structures listed under Section 17.67.020, the applicant shall demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual<sup>1</sup>; and

B. Increased height in no wise exceeds (a) 45 feet above natural grade as measured under the provisions of Section 3.1.01(4) of Chapter 17.99 GHMC, and (b) 56 feet above natural grade at the lowest point of the building footprint.

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Avoidance, to the extent possible, of light trespass onto adjacent properties.

3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new structures on the site.

<sup>1</sup>Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve,

as recommended by the Design Review Board, design continuity or otherwise address zone transition considerations under Section 1.4.04 of Chapter 17.99, GHMC.

Section 6. 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 7. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

\_\_\_\_\_  
GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
CAROL A. MORRIS

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



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN *MH***  
**CITY ADMINISTRATOR**  
**SUBJECT: RESOLUTION - INTERLOCAL AGREEMENT AMENDMENTS TO THE**  
**PIERCE COUNTY COUNTYWIDE PLANNING POLICIES (CWPP)**  
**DATE: JANUARY 24, 2005**

**BACKGROUND**

Pierce County has requested that the City pass a resolution executing an Interlocal agreement regarding amendments to the Pierce County Countywide Planning Policies. The Pierce County Regional Council, on which the Mayor sits, recommended adoption of the proposed amendments on November 18, 2004.

The City Attorney has reviewed the Resolution, Interlocal Agreement and proposed amendments to the Countywide Planning Policies for Pierce County.

**POLICY ISSUES**

None.

**FISCAL IMPACT**

The Finance Director has reviewed the proposed amendments and has not identified a fiscal impact.

**RECOMMENDATION**

I recommend that the City Council approve the Resolution authorizing the Mayor's signature on the Interlocal Agreement regarding amendments to the Pierce County Countywide Planning Policies.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY AND THE CITIES AND TOWNS OF PIERCE COUNTY, THEREBY AMENDING THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES AS RECOMMENDED BY THE PIERCE COUNTY REGIONAL COUNCIL.**

---

WHEREAS, On January 31, 1995, the Pierce County Council passed Resolution R95-17 affirming the commitment of the County to continue discussions with other local jurisdictions to resolve implementation of the Growth Management Act; and

WHEREAS, The Pierce County Regional Council was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County, and charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies; and

WHEREAS, The Pierce County Regional Council conducted negotiations in open public meetings during 2003 and 2004 to address substantive policy changes necessary to respond to current issues related to the coordination and consistency with the Growth Management Act; and

WHEREAS, The Pierce County Regional Council subsequently recommended adoption of the proposed amendments which are attached to the Interlocal Agreement which is attached to this Resolution as Exhibit A (The "Proposed Amendments") to the

Pierce County Countywide Planning Policies on November 18, 2004, which address policy updates; and

WHEREAS, Amendments to the Pierce County Countywide Planning Policies must be adopted through amendment of the original interlocal agreement or by a new interlocal agreement ratified by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population on June 28, 1991; and

WHEREAS, The Proposed Amendments to the Pierce County Countywide Planning Policies are not subject to SEPA review in accordance with WAC 197-11-800(20), procedural actions; and

WHEREAS, An Interlocal Agreement entitled "Amendments to the Pierce County Countywide Planning Policies" was developed for this purpose, and included the Proposed Amendments to the Pierce County Countywide Planning Policies as an attachment; and

WHEREAS, These revised and additional Countywide Planning Policies and the Proposed Amendment should be incorporated into the next amendment of the Pierce County Countywide Planning Policies by Ordinance of the County Council; and

WHEREAS, The City Council finds that it is in the public interest to authorize the Mayor to execute the interlocal agreement, attached hereto as Exhibit "A"; Now, Therefore,

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

Section 1. The Mayor is hereby authorized to execute the Interlocal Agreement, attached hereto as Exhibit "A" and by this reference incorporated herein, thereby

ratifying the Proposed Amendments to the Pierce County Countywide Planning Policies  
as recommended by the Pierce County Regional Council.

RESOLVED this 24<sup>th</sup> day of January, 2005.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY

BY: CAROL A. MORRIS

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

# EXHIBIT "A"

## INTERLOCAL AGREEMENT

### AMENDMENTS TO THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

#### BACKGROUND:

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County (13 of 20) representing 75 percent of the total population on June 28, 1991;
- C. Substantive policy amendments are based on a comprehensive review and update to the Countywide Planning Policies by the Pierce County Regional Council.
- D. The Pierce County Regional Council conducted discussions in open public meetings in 2003 and 2004 to address the amendments. The Pierce County Regional Council subsequently recommended adoption of the proposed amendments on November 18, 2004, related to buildable lands, joint planning, Endangered Species Act, sewer provisions, centers, and phasing of growth.

**PURPOSE:**

This agreement is entered into by the cities and towns of Pierce County and Pierce County for the purpose of ratifying and approving the attached amendments to the Pierce County Countywide Planning Policies (Attachment).

**DURATION:**

This agreement shall become effective upon execution by 60 percent of the jurisdictions in Pierce County, representing 75 percent of the total population on June 28, 1991. This agreement will remain in effect until subsequently amended or repealed as provided by the Pierce County Countywide Planning Policies.

**SEVERABILITY:**

If any of the provisions of this agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**FILING:**

A copy of this agreement shall be filed with the Secretary of State, Washington Department of Community, Trade and Economic Development, the Pierce County Auditor and each city and town clerk.

IN WITNESS WHEREOF, this agreement has been executed by each member jurisdiction as evidenced by the signature page affixed to this agreement.



**INTERLOCAL AGREEMENT**  
**AMENDMENTS TO THE PIERCE COUNTY**  
**COUNTYWIDE PLANNING POLICIES**

Signature Page

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement, Amendments to the Pierce County Countywide Planning Policies.

IN WITNESS WHEREOF

This agreement has been executed

The City of Gig Harbor, Washington

BY: \_\_\_\_\_  
GRETCHEN A. WILBERT, MAYOR

DATE: \_\_\_\_\_

ATTEST/AUTHENTICATED:

BY: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_  
CAROL A. MORRIS

**ERRATA SHEET**

December 17, 2004

TO: Pierce County Regional Council Members

FROM: Paula Manning, Clerk  
Pierce County Regional Council  
Planning and Land Services

RE: Editor's Error, Countywide Planning Policies

Please note corrections below:

Page 55, 1.6

- 1.6 Following an agreement between the County and municipality on the designation of the urban growth area, or, in the case of an impasse, following a designation determination via mediation by the State Department of ~~Community Development~~ Community, Trade, and Economic Development or directive by the Central Puget Sound Growth Management Hearings Board, Community, Trade, and Economic Development, the legislative body of the County shall ~~adopt~~ consider adoption of the urban growth area designation by ordinance.

Page 62, 3.4.2, d.

- d. ~~Sanitary Sewer service shall not be provided in areas designated "rural," except as provided in 3.4.2(a)(i)(ii) and (iv)~~

**COUNTY-WIDE PLANNING POLICIES  
FOR  
PIERCE COUNTY, WASHINGTON**

**PIERCE COUNTY REGIONAL COUNCIL**

~~Councilmember Mike Connor~~ ~~Mike Conner~~, President ~~Chair~~, City of ~~Summer~~ ~~Tacoma~~  
~~Councilmember Kathy McVay~~ ~~Mike Connor~~, Vice President ~~Chair~~, City of ~~Firecrest~~ ~~Summer~~  
~~Councilmember Gene Cerina~~, City of ~~Auburn~~  
~~Councilmember Carl Vigna~~ ~~Mayor Bob Young~~, City of ~~Bonney Lake~~  
~~Councilmember Kim Walthers~~ ~~Beverly Schneider~~, City of ~~Buckley~~  
~~Mayor Richie Morgan~~, Town of ~~Carbonado~~  
~~Mayor Willard Shenkel~~ ~~Steve Young~~, City of ~~Dupont~~  
~~Mayor Kirk Heinz~~ ~~Councilmember Chelan Jarrett~~, Town of ~~Eatonville~~  
~~Mayor Terry Faherty~~ ~~Bill Evans~~, City of ~~Edgewood~~  
~~Councilmember Walter Fietz~~ ~~Dave Johnson~~, City of ~~Fife~~  
~~Councilmember Kathy McVay~~, City of ~~Firecrest~~  
~~Mayor Gretchen Wilbert~~ ~~Councilmember Derek Young~~, City of ~~Gig Harbor~~  
~~Mayor~~ ~~Councilmember~~ ~~William Harrison~~, City of ~~Lakewood~~  
~~Mayor Leonard Sanderson~~ ~~Kanna Asay~~, City of ~~Milton~~  
~~Mayor Guy S. Colorossi~~ ~~Dale T. James~~, City of ~~Orting~~  
~~Councilmember~~ ~~Chad Meyer~~, City of ~~Pacific~~  
~~Doug Sutherland~~ ~~John Ladenburg~~, Pierce County Executive  
~~Councilmember Karen Biskey~~ ~~Kevan Wansett~~, Pierce County Council  
~~Councilmember Bill Stoner~~ ~~Harold Moss~~, Pierce County Council  
~~Councilmember Sally Walker~~ ~~Diek Mimi~~, Pierce County Council  
~~Mayor Mike Deal~~ ~~Councilmember~~ ~~Val Offenscher~~, City of ~~Puyallup~~  
~~Councilmember Roy Hammonds~~ ~~Mayor Roy Battine~~, City of ~~Roy~~  
~~Councilmember Del Brewer~~ ~~Mayor Kim Wheeler~~, Town of ~~Ruston~~  
~~Mayor Pat Stubbs~~ ~~Ellayne Ross~~, Town of ~~South Prairie~~  
~~Mayor Janda Vollmer~~ ~~Ken Lucas~~, Town of ~~Steilacoom~~  
~~Mayor Brian Ebersole~~ ~~Bill Baarsrud~~, City of ~~Tacoma~~  
~~Councilmember Bob Evans~~ ~~Thomas Stenger~~, City of ~~Tacoma~~  
~~Councilmember Linda Bird~~, City of ~~University Place~~  
~~Mayor Diek Sellers~~ ~~Don A. Paulson~~, Town of ~~Wilkeson~~

Ex officio Members:

~~Renee Montgelas~~ ~~Chris Picard~~, Office of Urban Mobility  
~~Neel Parikh~~, Pierce County Library District  
~~Ken Stanley~~ ~~Nathaniel James~~, Pierce Transit  
~~Jeannie Beckett~~ ~~Michael Zachary~~, Port of Tacoma  
~~King Cushman~~ ~~Norm Abbott~~, Puget Sound Regional Council  
~~Councilmember Sue Singer~~, City of ~~Auburn~~  
~~Mayor Debra Jorgensen~~, City of ~~Pacific~~

Recommended by the Pierce County Regional Council  
September 19, 1996 ~~2004~~

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# I. INTRODUCTION

## A. Background and Statutory Framework

In response to legislative findings that uncoordinated and unplanned growth together with a lack of common goals toward land conservation pose a threat to the environment, to the public health, safety and welfare, and to sustainable economic development, the State legislature enacted the Growth Management Act.<sup>1</sup> The Act identifies 13 planning goals which are intended to be used exclusively to guide the development and adoption of comprehensive plans and development regulations of municipalities and counties required to plan.<sup>2</sup> The categories in which goals have been propounded are: urban growth, sprawl reduction, transportation, housing, economic development, property rights, permits, natural resource industries, open space and recreation, environment, citizen participation and coordination, public facilities and services, and historic preservation. The principal focus of the Growth Management Act is on the comprehensive plan, which the County and each municipality must adopt by July 1, 1993. Land development regulations must be adopted within one (1) year thereafter. The Act specifies mandatory<sup>3</sup> and optional<sup>4</sup> plan elements as follows:

### Mandatory Elements

land use  
housing  
capital facilities  
utilities  
rural (County only)  
transportation

### Optional Elements

conservation  
solar energy  
recreation  
any other relating to the physical  
development of the jurisdiction

In addition, subarea plans are permitted.<sup>5</sup>

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<sup>1</sup> RCW Chapter 36.70A (1990).

<sup>2</sup> RCW 36.70A.020(1) - (13).

<sup>3</sup> RCW 36.70A.070.

<sup>4</sup> RCW 36.70A.080(1).

<sup>5</sup> RCW 36.70A.080(2).

One of the most important planning tenets expressed in the Growth Management Act is the *consistency* requirement, which takes many forms as follows:

- consistency of municipal/County plans with the planning goals identified in RCW 36.70A.020
- internal consistency between plan elements
- consistency of all other plan elements with the future land use map
- consistency of any subarea plans with the comprehensive plan
- consistency of the transportation element with the land use element
- consistency of the transportation element with the six-year plans required by RCW 36.77.010 ~~35.77.010~~ for cities, RCW 36.81.121 for counties, and RCW 35.58.2795 for public transportation systems
- consistency between the County Comprehensive Plan and the comprehensive plans of all municipalities within the County
- consistency of comprehensive plans of each municipality and county with comprehensive plans of neighboring municipalities and counties with common borders or faced with related regional issues
- consistency of development regulations with the comprehensive plan
- consistency of capital budget decisions with the comprehensive plan
- consistency of state agency actions in relation to the location, financing and expansion of transportation systems and other public facilities with county and municipal comprehensive planning

Despite the fact that the word "consistency" is used repeatedly in the Growth Management Act, it is not defined. The Standard Planning Enabling Act promulgated in 1928 by the United States Department of Commerce established the concept that zoning regulations should be "in accordance with a comprehensive plan." In the 64 years since the model act was developed this concept has evolved from being merely advisory or guiding to one that mandates that the goals, objectives, policies and strategies of each document must be in agreement with and harmonious with the provisions of all other required documents. The consistency doctrine has been continually strengthened by both state statutes and by court decision in both consistency statute states and those states adopting the concept by increasingly vigorous interpretation of the "in accordance with" statutory language.

December 17, 1996 ~~2004~~

A second planning tenet which the Growth Management Act promotes is *concurrency* – i.e., that concept that public facilities and services necessary to serve new development at adopted level of service standards are actually available at the time of development. The concurrency requirement is stated generally in the planning goals<sup>6</sup> as follows:

Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

In the transportation element, which is a required plan element for all municipal and County comprehensive plans, the concurrency requirement is restated in more forceful terms as follows:<sup>7</sup>

. . . local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development.

Concurrent with the development means that for non-transportation facilities, improvements or strategies are in place at the time of development and in the case of transportation facilities, that a financial commitment is in place to complete the improvements or strategies within six (6) years.

Portions of the mandatory planning, consistency and concurrency requirements combine to suggest a strong relationship between the accommodation of growth and the provision and financing of public facilities and services to meet facility and service demands generated by that growth. This relationship is then strengthened by the Urban Growth Area boundary designation and public facility requirements.<sup>8</sup>

In order to accomplish these new planning and plan implementation requirements, the legislature has expressly authorized the use of innovative techniques,<sup>9</sup> including impact fees.<sup>10</sup>

<sup>6</sup> RCW 36.70A.020(12).

<sup>7</sup> RCW 36.70A.070(6)(e)(D).

<sup>8</sup> RCW 36.70A.110.

<sup>9</sup> RCW 36.70A.090.

<sup>10</sup> RCW 82.02.050 - .090.

In 1991, the State legislature amended the Growth Management Act, *inter alia*, to require that the legislative body of the county adopt county-wide planning policies, in cooperation with the municipalities in the County. County-wide planning policies are written policy statements establishing a county-wide framework from which county and municipal comprehensive plans are developed and adopted. The framework is intended to ensure that municipal and county comprehensive plans are consistent.<sup>11</sup>

The development of the county-wide planning policies was intended to be collaborative between the County and the municipalities. The legislation required the County legislative body to convene a meeting with representatives of each municipality. The County and the municipalities then determine the process in which they will agree to all provisions and procedures of the county-wide planning policies including but not limited to desired planning policies, deadlines and ratification. No later than July 1, 1992, the legislative authority of the County is required to adopt county-wide planning policies in accordance with the agreed-upon process after holding the requisite public hearing or hearings.<sup>12</sup>

The County-Wide Planning Policies are not substitutes for comprehensive plans but, rather goals, objectives, policies and strategies to guide the production of the County and municipal comprehensive plans.

The County-Wide Planning Policies shall, at a minimum, address the following:<sup>13</sup>

- (a) Policies to implement RCW 36.70A.110;
- (b) Policies for promotion of contiguous and orderly development and provision of urban services to such development;
- (c) Policies for siting public capital facilities of a county-wide or state-wide nature;
- (d) Policies for county-wide transportation facilities and strategies;
- (e) Policies that consider the need for affordable housing, such as housing for all economic segments of the population and parameters for its distribution;

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<sup>11</sup> RCW 36.70A.210(1).

<sup>12</sup> RCW 36.70A.210(2).

<sup>13</sup> RCW 36.70A.210(3)(a) - (h).



(f) Policies for joint county and city planning within urban growth areas;

(g) Policies for county-wide economic development and employment; and

(h) An analysis of the fiscal impact.

B. Framework Agreement for the Adoption of the County-Wide Planning Policies

Pursuant to the Growth Management Act, Pierce County and the municipalities have entered into an Interlocal Agreement for the development and adoption of the County-Wide Planning Policies.<sup>14</sup> The Agreement provides for the establishment of a Steering Committee (SC) consisting of one elected official from Pierce County and one elected official from every municipality in the County. The principal responsibility of drafting the County-Wide Planning Policies was given to the Steering Committee.<sup>15</sup> The Steering Committee received technical/staff support from the Growth Management Coordinating Committee (GMCC), which additionally established the Urban Growth Area Subcommittee.<sup>16</sup> The Steering Committee was authorized to retain Consultants and pursuant to such authority hired the national and regional consulting firms of Freilich, Leitner, Carlisle & Shortlidge and Northwest Strategies.<sup>17</sup>

Ratification of the County-Wide Planning Policies requires the affirmative vote of 60% of the affected governments in Pierce County (12 of 19) representing a minimum of 75% of the total Pierce County population as designated by the State Office of Financial Management on June 28, 1991 (452,850 of 603,800) at the time of the proposed ratification.

C. Methodology for the Development of County-Wide Planning Policies

The County-Wide Planning Policies are intended to provide the guiding goals, objectives, policies and strategies for the subsequent adoption of comprehensive plans, but, are not to be a substitute for such plans. The level of detail in the County-Wide Planning Policies must be sufficient to provide specific guidance, yet not so detailed as to constrain appropriate local choice in future

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<sup>14</sup> Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991)(See Attachment "B").

<sup>15</sup> Interlocal Agreement, 2.

<sup>16</sup> Interlocal Agreement, 4.

<sup>17</sup> Interlocal Agreement, 5.

comprehensive planning by the County and municipalities. This is particularly true because the County-Wide Planning Policies apply to the County and all municipalities, both large and small, both adjacent to other urban areas and remote from other urban areas, each with somewhat different characteristics.

Given this context, the development of County-Wide Planning Policies acceptable to the County and the municipalities was no small task. It was accomplished through a two-step process.

### Step 1

The Consultants developed a matrix for each policy area which emphasized the individual components (elements) of the issues and the alternative courses of action/decisions that could be made with respect to each element. Thus, for example, for the Fiscal Impact Policy, elements included:

- What types of decisions/projects should trigger an analysis of fiscal impact?
- What types of decisions/projects should be exempt from a fiscal impact analysis?
- Is there a defined threshold?
- How will the results of the Fiscal Impact Analysis be used?
- When in the development approval process should the Fiscal Impact Analysis be done?

The elements were intentionally stated in the form of questions to stimulate discussion by the Growth Management Coordinating Committee (consisting of technical staff from the governing entities) and the Steering Committee; and, similarly, they were intentionally phrased so that a simple "yes" or "no" answer was impossible. This methodology was particularly effective because it broadened the viewpoints of the Steering Committee members through use of a wide range of alternative formulations and at the same time compelled them to think in terms of the effects both county-wide and in their particular municipality. In addition, in place of reading lengthy issue papers on the various policy areas, the key elements were packaged to allow for timely review and comment. The Step 1 process elicited considerable discussion and the results from Step 1 were very encouraging. Each policy area was, however, still being viewed independently.

### Step 2

Step 2 was needed to build on the work in Step 1 in order to develop a comprehensive and coordinated set of County-Wide Planning Policies. To accomplish that task, the

Consultants developed a set of conceptual Alternative Development Scenarios. These included: Trend Development; Compact Development; Modified Trend Development; and Adequate Public Facilities/Concurrency-Based Development. For each alternative development scenario, the Consultants identified the principal characteristics, the development impacts that the alternative is likely to exhibit, the principal advantages/disadvantages, the consistency of the alternative with the Growth Management Act and the regional VISION 2020 Plan, and the degree of conformity of the alternative with the State Planning Goals and the individual County-Wide Planning Policies areas. The GMCC developed conceptual maps to illustrate the alternative development scenarios. These maps were not intended to suggest actual or precise boundaries of any sort, but were merely used to convey graphically the differences in the alternatives. The presentation of the alternative development scenarios and conceptual maps effectively served their intended purpose -- which was to transform individual policy areas into a comprehensive and coordinated set of policy directives.

In particular, the alternative development scenario analysis highlighted some of the key issues that needed to be addressed in the Urban Growth Area policy, which is the cornerstone of the County-Wide Planning Policies. These issues included:

- delineation of Urban Growth Areas
- determination and delineation of "tiers" *within* Urban Growth Areas
- linkage of tier delineations to capital improvements programming
- timing and phasing of growth
- public facility and service adequacy
- public facility and service availability at the time of development -- concurrency
- facility service provision and extension policies, with a particular focus on sanitary sewer service
- financing of facility and service provision and extension and imposition of full, but fair share of costs on new development
- joint County-municipal planning in Urban Growth Areas

D. Effect of Adoption of County-Wide Planning Policies

County-Wide Planning Policies are written policy statements used solely for establishing a county-wide framework from which county and municipal comprehensive plans are developed and

adopted. The framework is intended to ensure that municipal and county comprehensive plans are consistent.<sup>18</sup> While the Growth Management Act does not specify the legal effect of adoption of the County-Wide Planning Policies, it clearly acknowledges their importance by providing that failure to adopt County-Wide Planning Policies meeting the requirements may result in the imposition of sanctions<sup>19</sup> including but not limited to the withholding of state revenues and rescinding the county or municipality's authority to collect the real estate excise tax.<sup>20</sup> Cities and the Governor may appeal adopted County-Wide Planning Policies to the appropriate Growth Planning Hearing Board within sixty (60) days of the adoption of the policy.<sup>21</sup> After the 60-day period, County-Wide Planning Policies cannot be challenged. However, the effectiveness of the County-Wide Planning Policies is not based merely on the fact that they are adopted, but rather on the fact that they must be adhered to and implemented in the County and municipality comprehensive plans and development regulations. The legislation provides a process to challenge the failure of a County or municipality to comply with the County-Wide Planning Policies through petition to the Growth Planning Hearing Board.<sup>22</sup> The Growth Planning Hearings Board shall hear and determine only those petitions alleging either: (a) that the State, county or municipality is not in compliance with the Growth Management Act; or (b) that the 20-year growth management planning population projections adopted by the State Office of Financial Management should be adjusted.<sup>23</sup> Petitions must be filed within sixty (60) days after publication of the ordinance adopting the comprehensive plan or development regulations.<sup>24</sup> Comprehensive plans and development regulations and amendments thereto are presumed valid upon adoption.<sup>25</sup>

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<sup>18</sup> RCW 36.70A.210(1).

<sup>19</sup> RCW 36.70A.210(5).

<sup>20</sup> RCW 36.70A.340(2) and (3).

<sup>21</sup> RCW 36.70A.210(6).

<sup>22</sup> RCW 36.70A.250.

<sup>23</sup> RCW 36.70A.280(1).

<sup>24</sup> RCW 36.70A.290(2).

<sup>25</sup> RCW 36.70A.320.

II. RULES OF INTERPRETATION

1. Words and terms used in the County-Wide Planning Policies shall be defined as set forth in the Policies and in the Growth Management Act to the extent defined therein. To the extent not defined therein, words and terms shall be given their plain and ordinary meanings, except as otherwise provided herein.
2. The term "shall" is intended to be mandatory; the terms "may" and "should" are directory only. While the term "shall" is mandatory, it should be understood and implied that the policy statement in which it is used is applicable to a municipality and/or the County only when, through objective determination, the circumstances on which the Policy is premised are relevant.
3. It is understood and implied that policies are applicable to municipalities and/or the County only, if through objective determination, the circumstances upon which the Policy is premised are "reasonable" and "appropriate" to such municipality and/or the County.

### III. COUNTY-WIDE PLANNING POLICIES

#### ▪ PREAMBLE TO COUNTY-WIDE PLANNING POLICIES

County-Wide Planning Policies are written policy statements which are to be used solely for establishing a County-Wide framework from which the County and municipal comprehensive plans are developed and adopted. The framework is intended to ensure that the County and municipal comprehensive plans are consistent, as required by the Washington statutes.

~~During the period within which County and municipal comprehensive plans are developed, adopted and implemented, the County and each municipality in the County, at their discretion, may utilize the County Wide Planning Policies to serve as a guide for County or municipal land use and related decisions to best assure that the principles embodied in the County Wide Planning Policies are followed and promoted.~~

RCW 43.17.200 Countywide Planning Policy Incentives requires State agencies that provide funding to review local proposals for consistency with any adopted Countywide planning policies. State agencies will review local proposals to determine if they are addressed by a Countywide Planning Policy and accept additional proposals to the County only if a Countywide Planning Policy exists. The County and many of the municipalities within the County typically address specific proposals within their local comprehensive plans and capital facilities plans. These locally adopted plans serve to supplement and refine the more generalized policies contained within the County Wide Planning Policies. Therefore this document, as well as any locally adopted comprehensive plan and/or capital facilities plan, shall be considered by State agencies in making determinations under RCW 43.17.230.

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**COUNTY-WIDE PLANNING POLICY ON THE "NEED  
FOR AFFORDABLE HOUSING FOR ALL ECONOMIC SEGMENTS  
OF THE POPULATION AND PARAMETERS FOR ITS DISTRIBUTION"**

▪ **Background - Requirement of Growth Management Act**

The Washington Growth Management Act identifies as a planning goal to guide the development and adoption of comprehensive plans and development regulations that counties and cities encourage the availability of affordable housing to all economic segments of the population, promote a variety of residential densities and housing types, and encourage preservation of the existing housing stock. [RCW 36.70A.020(4)] The term "affordable housing" is not defined, but the context in which it appears suggests that its meaning was intended to be broadly construed to refer to housing of varying costs, since the reference is to all economic segments of the community.

The Washington Growth Management Act also identifies mandatory and optional plan elements. [RCW 36.70A.070 and .080]. A Housing Element is a mandatory plan element that must, at a minimum, include the following [RCW 36.70A.070(2)]:

- (a) an inventory and analysis of existing and projected housing needs;
- (b) a statement of goals, policies and objectives for the preservation, improvement and development of housing;
- (c) identification of sufficient land for housing, including, but not limited to, government-assisted housing, housing for low income families, manufactured housing, multi-family housing, group homes, and foster care facilities, ~~and senior housing~~;
- (d) adequate provisions for existing and projected housing needs of all economic segments of the community.

Since the Comprehensive Plan of every City and County must be an internally consistent document [RCW 36.70A.070] and all plan elements must be consistent with the future land use map prepared as part of the required land use element [RCW 36.70A.070], these other plan elements will, to a great extent, dictate what will be in the housing element.

Thus, the land use element, relying upon estimates of future population, growth, average numbers of persons per household, and land use densities, will indicate how much (and where) land needs to be made available to accommodate the identified housing needs. The capital facilities, transportation and utilities elements will then indicate when and how public facilities will be provided to accommodate the projected housing, by type, density

and location.

▪ **County-Wide Planning Policy**

1. The County, and each municipality in the County, shall determine the extent of the need (*i.e.*, the demand) for housing for all economic segments of the population that are projected for the community over the planning period.
  - 1.1 the projection shall be made in dwelling units, by type, provided, that the projection may be a range and that the types of dwelling units may be in broad categories, such as single-family detached, single-family attached, duplex, triplex, fourplex, apartments and special housing types;
  - 1.2 the projection shall be reflective of census or other reliable data indicating the economic segments of the population for whom housing needs to be provided, and shall incorporate the jurisdiction's fair share of the County's housing needs;
  - 1.3 the projections shall be reflective of the County-Wide fair share housing allocation as shall be established pursuant to federal or state law and supplemented by provisions established in intergovernmental agreements between County jurisdictions.
2. The County and each municipality in the County shall meet their projected demand for housing by one or more or all of the following:
  - 2.1 preservation of the existing housing stock through repair and maintenance, rehabilitation and redevelopment;
  - 2.2 identification of vacant, infill parcels appropriately zoned for residential development with assurances that neighborhood compatibility and fit will be maintained through appropriate and flexible zoning and related techniques, such as:
    - 2.2.1 sliding-scale buffering and screening requirements based on adjacent use considerations
    - 2.2.2 performance standards
    - 2.2.3 height and bulk limitations
    - 2.2.4 provision of open space
    - 2.2.5 front, side and rear yard requirements
    - 2.2.6 protection of natural resources and environmentally-sensitive lands
    - 2.2.7 architectural controls and design standards.

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2.3 identification of other vacant lands suitable for residential development and permitting sufficient land through zoning to meet one or more or all of the following types and densities, of housing:

- 2.3.1 multi-family housing
- 2.3.2 mixed use development
- 2.3.3 cluster development
- 2.3.4 planned unit development
- 2.3.5 non-traditional housing

2.4 In determining the suitability of the location and identification of sites for affordable housing, the jurisdictions shall consider the availability and proximity of transit facilities, governmental facilities and services and other commercial services necessary to complement the housing.

3. The County, and each municipality in the County shall assess their success in meeting the housing demands and shall monitor the achievement of the housing policies not less than once every five years.
4. The County, and each municipality in the County, shall maximize available local, state and federal funding opportunities and private resources in the development of affordable housing.
5. The County, and each municipality in the County, shall explore and identify opportunities for non-profit developers to build affordable housing.
6. The County, and each municipality in the County, should explore and identify opportunities to reutilize and redevelop existing parcels where rehabilitation of the buildings is not cost-effective, provided the same is consistent with the County-Wide policy on historic, archaeological and cultural preservation.
7. New fully-contained communities shall comply with the requirements set forth in the Growth Management Act and shall contain a mix in the range of dwelling units to provide their "fair share" of the County-Wide housing need for all segments of the population that are projected for the County over the planning period.

## COUNTY-WIDE PLANNING POLICY ON AGRICULTURAL LANDS

### Background - Requirements of Growth Management Act

The Washington Growth Management Act identifies the maintenance and enhancement of natural resource-based industries, including productive agricultural industries, and the conservation of productive agricultural lands as planning goals to guide the development and adoption of comprehensive plans and development regulations. [RCW 36.70A.020(8)]. While the expression of planning goals in the Growth Management Act is linked to "natural resource industries," including productive timber and fisheries, a separate policy for Agricultural Lands has been proposed because of their unique importance in Pierce County and their relationship to urban growth area boundaries and policies. Although the Growth Management Act does not expressly require a county-wide planning policy on agricultural lands, the requirement was added by the Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991).

### County-Wide Planning Policy

1. The County, and each municipality in the County, shall define agricultural lands. At a minimum, the definition shall be based upon one of the following criteria:
  - 1.1 the definition in RCW 36.70A.030(2): "land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by RCW 84.33.100 ~~84.33.040~~ through 84.33.140, or livestock, and that has long term commercial significance for agricultural production" (and, including poultry raising, horse farms and ranches);
  - 1.2 identification based upon current land use, planned land use or soil type (*i.e.*, soils identified by the Soil Conservation Service as having high productivity for agricultural use);
  - 1.3 lands currently receiving "use value assessments" pursuant to Washington statutes and contracts with the County.

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2. The purposes of agricultural preservation are:
  - 2.1 ensuring that agricultural lands are treated sensitively to their location and the presence of urban growth pressures;
  - 2.2 preventing urban sprawl;
  - 2.3 maintaining open space and/or providing a visual green belt;
  - 2.4 retaining natural systems and natural processes;
  - 2.5 preserving the local economic base;
  - 2.6 preserving a rural lifestyle;
  - 2.7 maintaining specialty crops;
  - 2.8 maintaining regional, state and national agricultural reserves.
3. The County, and each municipality in the County, shall achieve agricultural preservation through:
  - 3.1 maintaining large minimum lot sizes in agricultural areas;
  - 3.2 buffering agricultural areas from urban development;
  - 3.3 creating agricultural zoning districts;
  - 3.4 purchase of development rights;
  - 3.5 transfer of development rights within the jurisdiction, including the designation of receiving zones for agricultural development rights and between jurisdictions, including the designation of receiving zones by local agreement;
  - 3.6 lease of development rights for a term of years;
  - 3.7 "anti-nuisance" laws to protect agricultural activities from being defined as a public nuisance;
  - 3.8 preferential tax treatment ("use value assessment");

- 3.9 other innovative techniques including, but not limited to, purchase-leaseback through issuance of bonds, university purchase for research, and prevention of the formation of improvement districts or the creation of benefit assessments within designated agricultural preservation areas.
4. The County, and each municipality in the County, shall allow limited development in some agricultural areas based upon stated criteria related to the predominant agricultural uses.
5. The County, and each municipality in the County, shall address the effect of agricultural practices on non-point source pollution and ground-water impacts.
6. The County, and each municipality in the County, shall extend the agricultural policies to locations within and/or adjacent to agricultural preservation areas in order to:
  - 6.1 protect such areas from encroachment by incompatible uses; and
  - 6.2 protect related development such as farmers markets and roadside stands.
  - 6.3 protect smaller-sized agricultural parcels which are not individually viable for agricultural production but, which taken cumulatively with other smaller-sized parcels in the area, have long term significance for agricultural production.
7. The County, and each municipality in the County, shall address the conversion of agricultural land from agricultural to non-agricultural use by:
  - 7.1 establishing criteria for zoning changes and comprehensive plan amendments;
  - 7.2 establishing mechanisms so that property owners realize economic value that would have accrued from conversion, but land remains in agricultural use if within Urban Growth Areas.
8. The County, and each municipality in the County, shall identify agricultural lands that are the most susceptible to conversion (which often are also the best and most productive agricultural lands and the lands which serve the most important agricultural purposes) by:
  - 8.1 identifying agricultural lands which are most sensitive to urban growth pressures and which, therefore, require the most immediate attention;

- 8.2 utilizing agricultural land classifications established by the Department of ~~Community—Development~~ ~~Community, Trade, and Economic Development~~ [RCW 36.70A.050(1)];
- 8.3 consulting with and involving owners of agricultural lands.
9. The County, and each municipality in the County, shall identify agricultural lands that are not already characterized by urban growth and that have long-term significance for the commercial production of food or other agricultural products [RCW 36.70A.170(1)(a)] by developing standards and undertaking a land use survey.
10. The County, and each municipality in the County, shall ensure that prime agricultural lands presently in the unincorporated County or within a municipality are preserved and protected by the enactment of appropriate land use controls; or by including the land in the urban growth area boundary of a municipality only if the municipality has delineated standards and criteria relating to preserving the agricultural lands.
11. The County, and each municipality in the County, shall coordinate agricultural land preservation policies with other County-Wide Planning Policies through:
- 11.1 correlating agricultural land preservation policies with urban growth area policies and with public facility and service provision policies -- to avoid the extension of urban services to areas intended for continued agricultural use;
- 11.2 ensuring that public facility and service extension, even if not directly serving the agricultural lands, do not stimulate the conversion of agricultural land or make its preservation and protection more difficult.
- 11.3 joint jurisdictional planning of agricultural land.

## COUNTY-WIDE PLANNING POLICY ON ECONOMIC DEVELOPMENT AND EMPLOYMENT

### ■ Background - Requirements of Growth Management Act

The Washington Growth Management Act identifies as a planning goal to guide the development and adoption of comprehensive plans and development regulations, that counties and cities encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of the state, especially for unemployed and disadvantaged persons, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities [RCW 36.70A.020(5)]. Additionally, the Growth Management Act expressly requires that the County adopt a planning policy on county-wide economic development and employment [RCW 36.70A.210(3)(g)].

### ■ County-Wide Planning Policy

1. The County, and each municipality in the County, will assure consistency between economic development policies and adopted comprehensive plans by:
  - 1.1 creating in the land use element of each comprehensive plan a designation of areas for "commerce" and "industry" [RCW 36.70A.070(1)];
  - 1.2 providing within the areas designated for urban development, sufficient land to accommodate projected development within a market-based system;
  - 1.3 designating and zoning large tracts of appropriate land -- equitably distributed throughout the various jurisdictions based on the related population, employment base and land areas of the jurisdiction -- for planned commercial and industrial centers;
    - 1.3.1. "Equitably," means with consideration for the population and its characteristics, including the skills of the current population; the current employment base and its characteristics (*i.e.*, type of businesses and industries, permanency of the existing employment base, past trends and current projections); the amount of land in the jurisdiction; the amount of vacant land in the jurisdiction appropriately zoned for economic development; the current unemployment rate; current commuting patterns; and others, as appropriate.

- 1.4 providing adequate public facilities and services to areas designated for economic development;
  - 1.5 separating, buffering, or leaving natural buffers between residential development and areas of economic development where it is necessary due to the type, characteristics and impacts of the economic development activity;
  - 1.6 developing and adopting standards at the municipal level to guide commercial and industrial development in park-like settings;
  - 1.7 evaluating federal, state, and local regulatory, taxing, facility financing and expenditure practices to assure that they favor economic development at appropriate locations.
2. The County, and each municipality in the County, shall promote diverse economic opportunities for all citizens of the County, especially the unemployed, disadvantaged persons, minorities and small businesses. The following measures may be used in accomplishing this policy, where appropriate:
- 2.1 determining a reasonable "jobs/housing" balance and coordinating land use and development policies to help achieve the designated balance of adequate affordable housing near employment centers;
  - 2.2 identifying urban land suitable for the accommodation of a wide range of non-residential development activities;
  - 2.3 utilizing state or federal programs and financial assistance to the maximum extent possible;
  - 2.4 encouraging redevelopment of declining commercial areas;
  - 2.5 encouraging flexibility in local zoning and land use controls to permit a variety of economic uses, but without sacrificing necessary design and development standards;
  - 2.6 encouraging programs, in conjunction with other public, quasi-public and private entities, to attract desirable or appropriate business and industry;
  - 2.7 to the extent possible, encouraging the location of economic development activities in areas served by public transit and adequate transportation facilities;

- 2.8 maintaining and enhancing natural resource-based industries, including productive timber, agriculture, fishing and mining;
  - 2.9 collectively targeting the appropriate creation and retention of specific firms and industries including small business enterprises;
  - 2.10 promoting educational, job training, and cultural opportunities;
  - 2.11 providing opportunities and locations for incubator industries.
3. The County, and each municipality in the County, shall encourage economic development in areas in which there is an imbalance between available employment opportunities and the local population base by:
    - 3.1 considering development incentives for economic development;
    - 3.2 marketing development opportunities in slow growth areas.
  4. The County, and each municipality in the County, shall take the following steps to ensure that economic growth remains within the capacities of the state's natural resources, public services and public facilities:
    - 4.1 identifying existing and future demand for services;
    - 4.2 encouraging the location of economic development activities within Urban Growth Areas;
    - 4.3 limiting incompatible economic development activities in or adjacent to designated natural resource lands and critical areas and/or by requiring adequate buffers between economic development activities and designated natural resource lands and critical areas and by ensuring that economic development activities occur in areas with adequate public facilities.
  5. The County, and each municipality in the County, shall plan for sufficient economic growth and development to ensure an appropriate balance of land uses which will produce a sound financial posture given the fiscal/economic costs and benefits derived from different land uses by:
    - 5.1 insuring that the land use element of each Comprehensive Plan allows for an appropriate mix and balance of uses;
    - 5.2 reducing inefficient sprawl development patterns;



- 5.3 reducing transportation demand;
  - 5.4 coordinating the provision of public facilities and services and/or insuring that new development supports the cost of public facility and service expansions made necessary by such development;
  - 5.5 promoting development in areas with existing available facility capacity;
  - 5.6 encouraging joint public/private development.
6. The County, and each municipality in the County, shall strengthen existing businesses and industries to add to the diversity of economic opportunity and employment by:
- 6.1 promoting infill development to assist in maintaining a viable market for existing businesses;
  - 6.2 utilizing redevelopment or other techniques, where appropriate, to maintain existing businesses;
  - 6.3 making available information, technical assistance and loans for business expansion and job creation;
  - 6.4 protecting existing viable economic development activities from incompatible neighbors;
  - 6.5 streamlining permit processing;
  - 6.6 striving to maintain adequate public facilities and service levels;
  - 6.7 evaluating regulatory and other constraints to continued business operations and devising an appropriate plan to minimize the effect of such constraints.
7. The County, and each municipality in the County, shall provide both the private sector and the public sector with information necessary to support and promote economic development by:
- 7.1 coordinating the collection and dissemination of information with various local governments;
  - 7.2 cooperating with private and quasi-private entities and sharing information to attract new industries.

## COUNTY-WIDE PLANNING POLICY ON EDUCATION

### ▪ Background - Requirements of Growth Management Act

The Washington Growth Management Act does not identify education as a planning goal to guide the development and adoption of comprehensive plans and development regulations. Neither is education listed as a planning policy requirement in the Growth Management Act. However, the list of topics identified in the Growth Management Act is intended to delineate only the minimum policy requirements. Education was identified as an additional policy area in the Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991).

### ▪ County-Wide Planning Policy

1. "Educational Facilities," includes all public and private educational facilities, including, but not limited to, kindergartens, elementary schools, middle schools, junior high schools, high schools, junior colleges, colleges, academies, and similar institutions.
2. The County, and each municipality in the County, shall strive to achieve excellence in education and to offer diverse educational opportunities to be made available to all residents of the County, cities and towns by:
  - 2.1 developing a broad tax base;
  - 2.2 encouraging citizen participation;
  - 2.3 encouraging coordination between educational and employment requirements.
3. The County, and each municipality the County, shall coordinate with other institutions or governmental entities responsible for providing educational services, to ensure the provision of educational facilities with other necessary public facilities and services and with established and planned growth patterns through:
  - 3.1 the capital facilities plan element;
  - 3.2 the land use element;
  - 3.3 school site location decisions;

- 3.4 coordination and, if necessary, formal interlocal agreements between school districts and other governmental entities exercising land use planning, regulation and capital improvement planning functions;
  - 3.5 the possible use of impact fees, voluntary advancements and other regulatory requirements for a portion of school facility financing;
  - 3.6 encouragement of joint (municipal/school district) use of playgrounds, parks, open-spaces and recreational facilities;
  - 3.7 support for sufficient funding of educational facilities and services;
  - 3.8 support for the provision of educational facilities and services to meet specialized needs.
4. The County, and each municipality in the County, shall address the issue of the multiplicity of school districts by:
    - 4.1 incorporating school facility location criteria, developed in conjunction with the local school district, in the local comprehensive plan;
    - 4.2 including school districts in the comprehensive planning process;
    - 4.3 developing a common base of data and sharing the data with school districts concerning population, household and school-age population projections, non-educational capital facility needs, and land uses;
    - 4.4 initiating dialogues with school districts about school district boundaries and service areas in relation to municipal boundaries, designated urban growth areas, annexation plans and service extension plans and policies.
  5. The County, and each municipality in the County, shall determine specific siting requirements for all public and private educational facilities and shall meet specific educational facility needs by:
    - 5.1 locating schools consistently with the local comprehensive plan, including the capital facilities element;
    - 5.2 deciding all facility locations, types and sizes with consideration for the provision of other necessary public facilities and services and the compatibility and effect of the provision of such facilities on land use and development patterns.

## COUNTY-WIDE PLANNING POLICY ON FISCAL IMPACT

### ▪ Background - Requirements of Growth Management Act

The Washington Growth Management Act requires that the County-Wide Planning Policies address the analysis of fiscal impact [RCW 36.70A.210(3)(h)]. However, the legislature did not define the scope of the required fiscal impact analysis to be addressed in the County-Wide Planning Policies. During the legislative proceedings a number of alternatives were discussed, ranging from analysis of the policies themselves, analysis of the comprehensive plans and implementing regulations, analysis of governmental decisions affecting jurisdictional responsibilities and/or boundaries and analysis of significant public and private development projects. From these alternatives, the County, and each municipality, has determined that fiscal impact analysis will be required only for governmental decisions affecting jurisdictional responsibilities and/or boundaries and significant public and private development projects.

### ▪ County-Wide Planning Policy

1. The purposes of fiscal impact analysis are to assess the relative costs of providing public facilities and services, with the public revenues that will be derived from decisions affecting jurisdictional responsibilities and/or boundaries and significant public and private development projects.
2. ~~Any of the following will trigger an analysis of fiscal impacts:~~
  - 2.1 ~~federal, state, regional and/or County wide public capital facilities projects that exceed \$5 million;~~
  - 2.2 ~~large scale private development projects that exceed \$5 million;~~
  - 2.3 ~~changes in jurisdictional responsibilities and/or boundaries;~~
  - 2.4 ~~expansions of public facility capacity;~~
  - 2.5 ~~expansions of public facility service areas;~~
  - 2.6 ~~expansions of urban growth boundaries;~~
  - 2.7 ~~a determination under the State Environmental Policy Act (SEPA) in which the jurisdiction requests a fiscal impact analysis.~~
3. ~~The County, and each municipality in the County, shall establish in their implementing regulations appropriate levels of detail necessary for fiscal impact analysis based upon:~~

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- ~~3.1~~ ——— size of project
- ~~3.2~~ ——— cost of project
- ~~3.3~~ ——— location of project
- ~~3.4~~ ——— type of project
- ~~3.5~~ ——— potential impacts of project
- ~~3.6~~ ——— timing and phasing of project
- ~~3.7~~ ——— geographic areas of coverage
- ~~3.8~~ ——— permanence of decision
- ~~3.9~~ ——— irrevocability of project/decision

~~4~~<sup>2</sup>. The County, and each municipality in the County, shall use the results of the fiscal impact analysis as one of the factors in determining acceptance, modification, or rejection of the proposal.

~~5.~~ The fiscal impact analysis shall include consideration of the following factors:

- ~~5.1~~ — taxes (property, sales, excise, other);
- ~~5.2~~ — assessments;
- ~~5.3~~ — fees, including impact fees;
- ~~5.4~~ — the short term or long term fiscal effects, including cost avoidance, if any, on the jurisdiction making the determination and on other affected public entities.

~~6.~~ The cost and revenue portions of the fiscal impact analysis shall cover the time period within which fiscal impacts are likely to be an important factor.

~~7.~~ The fiscal impact analysis shall take place at the point in the project, development approval, or decision making process at which the jurisdiction requires that the major project details be provided.

## COUNTY-WIDE PLANNING POLICY ON HISTORIC, ARCHAEOLOGICAL AND CULTURAL PRESERVATION

### ▪ Background - Requirements of Growth Management Act

The Washington Growth Management Act identifies as a planning goal to guide the development and adoption of comprehensive plans and development regulations, that counties and cities identify and encourage the preservation of lands, sites and structures, that have historical or archaeological significance. [RCW 36.70A.020(13)]. The term "significance" is not defined, although it is well-recognized that the federal and state governments have programs that have been in operation for some time by which land, sites, structures and districts of national significance are/or may be placed on the National Register of Historic Places and land, sites and structures of state significance are/or may be placed on the State Register of Historic Places. Certain cities, including Tacoma, have adopted local programs to designate land, sites and structures of local significance. Although the Growth Management Act Amendments do not require a county-wide planning policy on historic, archaeological and cultural preservation, that requirement was added by the Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991).

### ▪ County-Wide Planning Policy

1. The County, and each municipality in the County, utilizing applicable federal, state and local designations, if relevant, (and where appropriate in cooperation with the Indian tribes) shall identify the presence of federal, state and local historic, archaeological and cultural lands, sites and structures, of significance within their boundaries.
2. The County, and each municipality in the County may, utilizing County standards or locally-developed standards, identify and designate local historic, archaeological and cultural lands, sites and structures of significance within their boundaries.
  - 2.1 Recommendations for local designations may be made by any person or entity or by any municipality or governmental body.
  - 2.2 The municipality may designate an individual, commission or committee to be responsible for review of recommendations and to forward such recommendations to the legislative body.
  - 2.3 Designations shall only be made by the local legislative body if the land, site or structure has only local significance.

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- 2.4 All such designations shall be reflected in the land use element of the comprehensive plan.
- 2.5 Any municipality may request that the County's Landmark's Commission and/or staff provide assistance in designating land, sites or structures; if sought, such assistance may be provided pursuant to an interlocal agreement.
- 2.6 Preservation of significant lands, sites and structures shall be encouraged or accomplished by the County, and each municipality in the County, through any one or a combination of the following techniques, as determined to be appropriate by the local legislative body:
- 2.6.1 designation
  - 2.6.2 incentives for preservation
  - 2.6.3 loans and grants
  - 2.6.4 public purchase
  - 2.6.5 non-development easement
  - 2.6.6 development rights transfer
  - 2.6.7 restrictive covenants
  - 2.6.8 regulations for protection, maintenance and appropriate development
  - 2.6.9 plans/policies/standards for preservation (U.S. Department of the Interior)
- 2.7 The County, and each municipality in the County, may utilize one or more of the following criteria, or others as may be determined, to make designation decisions for recommended lands, sites or structures:
- 2.7.1 archaeological, historic or cultural "significance"
  - 2.7.2 condition
  - 2.7.3 uniqueness
  - 2.7.4 accessibility
  - 2.7.5 cost/benefit
  - 2.7.6 extent to which land, site or structure is undisturbed
  - 2.7.7 presence of incompatible land uses or activities
  - 2.7.8 presence of environmental, health or safety hazards
  - 2.7.9 tourism potential
  - 2.7.10 educational value
  - 2.7.11 consent of owner
- 2.8 The legislative body of the County, and each municipality in the County, may utilize one or more of the following criteria, or others as may be determined, to make a dedesignation decision:

- 2.8.1 error in historical/archaeological/cultural research for the original designation
- 2.8.2 economic hardship for owner leaving no reasonable use of the land, site or structure
- 2.8.3 deterioration of lands, site or structure
- 2.8.4 discovery of other (better) examples of lands, sites or structures
- 2.8.5 presence of land, site or structure on state or federal registers.

- 3. The County, and each municipality in the County, shall encourage public education programs regarding historic, archaeological and cultural lands, sites and structures as a means of raising public awareness of the value of maintaining those resources.



**COUNTY-WIDE PLANNING POLICY ON  
NATURAL RESOURCES, OPEN SPACE AND PROTECTION  
OF ENVIRONMENTALLY-SENSITIVE LANDS**

▪ **Background - Requirements of Growth Management Act**

The Washington Growth Management Act identifies the following as planning goals: (1) maintain and enhance natural resource-based industries, including productive timber, agricultural and fisheries industries; (2) encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses [RCW 36.70A.020(8)]; (3) encourage the retention of open space and development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks [RCW 36.70A.020(9)]; and (4) protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water [RCW 36.70A.020(10)]. Although these goals are stated individually, the degree of interconnectedness between them leads to the development of a single, comprehensive planning policy. Although the Growth Management Act does not expressly require a county-wide planning policy on natural resources, open space and protection of environmentally sensitive lands, the addition of such a policy was specifically identified in the Pierce County Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R-91-172, September 24, 1991).

▪ **County-Wide Planning Policy**

1. The following governmental entities shall act in coordination to identify, designate and conserve resources, and protect open space and environmentally sensitive lands:
  - 1.1 The State [RCW 36.70A.050(1)];
  - 1.2 The County;
  - 1.3 Municipalities;
  - 1.4 Special Purpose Districts and entities;
  - 1.5 The Puget Sound Regional Council and Regional Authorities (Puget Sound Air Pollution Control Agency, Regional Transportation Planning Organization *et al*);
  - 1.6 The Federal government;
  - 1.7 Tribal governments;

- 1.8 Public utilities.
2. "Natural resources" shall be defined, for the purpose of these policies, to include: mineral resources and mineral lands, productive timber lands, and fisheries industries.
3. County-Wide natural resources identified and designated pursuant to this Policy shall be maintained and enhanced through one or more of the following means:
  - 3.1 conservation;
  - 3.2 conservation combined with planned use;
  - 3.3 planned use;
  - 3.4 enhancement;
  - 3.5 education;
  - 3.6 preservation;
  - 3.7 purchase/acquisition;
  - 3.8 regulatory approaches; and
  - 3.9 compensable approaches.
4. The governmental entities specified in subpolicy 1 shall work cooperatively and consistently with each other to achieve this Policy through:
  - 4.1 identifying, designating, maintaining, conserving, enhancing and/or protecting, as appropriate, natural resources through adoption of specific elements in the county and municipal comprehensive plans;
  - 4.2 developing appropriate implementation strategies and regulations;
  - 4.3 adopting local capital improvement programs designed to achieve the objectives of this Policy;
  - 4.4 coordinating standards and criteria between the programs of the governmental entities specified in subpolicy 1, including where necessary the use of inter-governmental agreements, so as to be consistent with the

objectives of this Policy.

5. The County, and each municipality in the County, shall consider the following regarding natural resources:
  - 5.1 placing a primary emphasis on maintaining, enhancing, conserving and/or protecting, as appropriate, designated and identified natural resources including lands of local, county and statewide significance;
  - 5.2 developing and applying criteria for limited development, if allowed, so as to maintain, enhance and conserve identified and designated important, productive or economically viable natural resources or natural resource based industries;
  - 5.3 ensuring the provision of buffers to protect environmentally sensitive lands where economic use of natural resource lands will cause adverse impacts;
  - 5.4 adopting a "no net loss" approach where applicable;
  - 5.5 utilizing positive incentives to ensure conservation over time;
  - 5.6 utilizing transfer of development rights or other flexible, clustered or compensable regulatory approaches;
  - 5.7 educating of all segments of the community concerning the importance of these Policy objectives;
  - 5.8 emphasizing the prevention of air and water quality degradation.
6. Environmentally sensitive lands, for the purpose of the Policy, shall include all designated critical areas pursuant to RCW 36.70A.030(5) including, but not limited to, wetlands, aquifer recharge areas, fish and wildlife habitat, geologically hazardous lands and shall include water supply areas, shorelines, creeks, streams, lakes, rivers, deltas, frequently flooded areas, estuaries, and unique geologic features such as canyons. The County, and each municipality in the County, shall maintain the following relationship between environmentally sensitive lands and development:
  - 6.1 give priority to protection of environmentally sensitive lands;
  - 6.2 develop standards and criteria for limited development if permitted in the County or in municipal comprehensive plans;
  - 6.3 where development is permitted, provide protection for environmentally-

sensitive lands through the provision of appropriate buffers;

- 6.4 adopt a "no net loss" approach;
  - 6.5 utilize of positive incentives for conservation;
  - 6.6 utilize of transfer of development rights or other flexible, clustered or compensatory regulatory approaches;
  - 6.7 designate environmentally sensitive lands of local, county and statewide significance;
  - 6.8 educate all segments of the community concerning the importance of these Policy objectives.
7. The County, and each municipality in the County, shall determine the amount of development permitted on environmentally sensitive lands by the nature of the area sought to be protected, on a case-by-case basis, in conjunction with SEPA regulations. Enhancements of environmentally sensitive lands, such as parks and observation towers, may be allowed.
  8. The County, and each municipality in the County, as well as the other governmental entities specified in subpolicy 1 shall be in compliance with and seek to exceed federal and state environmental quality standards where required to achieve the objectives of this Policy;
  9. The County, and each municipality in the County, as well as the other governmental entities specified in subpolicy 1 shall consider policies on environmentally sensitive lands in conjunction with other County-Wide Planning Policies, including, but not limited to, policies which address:
    - 9.1 urban growth areas;
    - 9.2 contiguous orderly development and the provision of urban services to such development;
    - 9.3 capital facility siting;
    - 9.4 transportation congestion management;
    - 9.5 infill development;
    - 9.6 affordable housing;

9.7 state and local Shoreline Master Programs;

9.8 goals and mandates of federal and state land jurisdiction agencies including the Washington State Department of Natural Resources, the U.S. Forest Service, the National Park Service and Tribal governments.

~~9.9 watershed management~~

10. Open space, for the purpose of this Policy shall include parks, recreation areas, greenbelts/natural buffers, scenic and natural amenities or unique geological features or unique resources.
11. The County, and each municipality in the County, shall develop a plan for the provision of open space considering the following:
  - 11.1 environmentally sensitive lands may also include open space and/or greenbelt areas;
  - 11.2 open space areas are located only within urban growth areas;
  - 11.3 open space is defined in conjunction with recreation and facilities.
12. The County, and each municipality in the County, shall designate appropriate open space:
  - 12.1 following an assessment of local needs and based upon specific criteria;
    - 12.1.1 to encourage open space cluster design;
    - 12.1.2 to encourage natural buffering as part of development design
  - 12.2 upon the recommendation of the governing body;
  - 12.3 if such areas meet the above criteria of 12.1 and 12.2 and are in:
    - 12.3.1 aquifer recharge areas
    - 12.3.2 floodplains
    - 12.3.3 unique resource areas
    - 12.3.4 rare and endangered species (plant/animal) habitat
13. The County, and each municipality in the County, may make the following uses of open space:

- 13.1 recreational areas, including parks (golf courses, picnic areas, bicycle, equestrian and walking trails) and general recreation;
  - 13.2 uses as considered on a case-by-case basis;
  - 13.3 uses derived from community definition (*i.e.*, greenbelts)
14. The County, and each municipality in the County, shall encourage new housing to locate in a compatible fashion with open space designations or outside of designated open spaces.
  15. The County, and each municipality in the County, shall regulate open space through:
    - 15.1 zoning and subdivision ordinances, including but not limited to cluster and minimum lot size zoning, overlay zones and adequate off-site public facility regulations;
    - 15.2 development impact fees for park and open space acquisition;
    - 15.3 dedication of land or money in-lieu of land;
    - 15.4 designation of open space corridors;
    - 15.5 soil conservation measures;
    - 15.6 wetlands, shorelines, floodplain or other environmentally sensitive lands ordinances;
    - 15.7 development agreements.
  16. The County, and each municipality in the County, shall inventory existing and newly designated open space by:
    - 16.1 local planning inventory;
    - 16.2 regional inventory.
  17. The County, and each municipality in the County, shall authorize the following methods of retention of open space land or corridors:
    - 17.1 public acquisition of property in fee simple or through development easement acquisition;

- 17.2 private acquisition with covenants, conditions and/or restrictions limiting the use of the property to open space;
- 17.3 alternatives to public purchase, including:
  - 17.3.1 flexible zoning, subdivision and regulatory approaches designed for protection or preservation;
  - 17.3.2 land trust;
  - 17.3.3 conservation easement;
  - 17.3.4 transfer of development rights and other compensable regulatory approaches;
  - 17.3.5 rails-to-trails;
  - 17.3.6 donation;
  - 17.3.7 preferential assessment;
  - 17.3.8 planned developments;
  - 17.3.9 dedication;
  - 17.3.10 impact fees;
  - 17.3.11 view easement;
  - 17.3.12 use value assessment;
- 17.4 retention of existing open space through:
  - 17.4.1 coordination with the designation of resource lands of state-wide significance;
  - 17.4.2 required open space preservation within and without Urban Growth Boundaries established by PSRC;
  - 17.4.3 coordination with agricultural land owners and right to farm policies.

**General**

18. The County and each municipality in the County, should protect and enhance the natural ecosystems through comprehensive plan policies and development regulations that reflect natural constraints and protect sensitive features.

19. The County and each municipality in the County, should preserve, protect, and where practicable, restore natural habitat critical for the conservation of salmonid species listed under the federal Endangered Species Act, through the adoption of comprehensive plan policies that seek to protect, maintain, or restore aquatic ecosystems.

19.1 Jurisdictions should consider creation of a Public Benefit Rating System under the Current Use Assessment Program (RCW 84.34) or other Tax

Incentive Programs that includes a higher priority for fish and wildlife habitat conservation areas.

19.2. Consider fish and wildlife habitat conservation areas when designating land use designations and companion zoning regulations.

19.3. Amend existing critical area regulations, as necessary, to protect fish and wildlife habitat conservation areas from development impacts.

#### Coordination of Watershed Planning and Land Use Planning

'Watershed' means a geographic area that drains toward or contributes flow to a stream or river and the geographic limits of a watershed are defined by the point at which the ground slope changes to drain surface water into the tributaries that feed the stream or river system.

20. The County, and each municipality in the County, should protect the natural habitat critical for the conservation of salmonid species listed under the federal Endangered Species Act, whenever practicable through the use of planning activities or study techniques that are capable of determining changes in stream hydrology and water quality.

20.1. The County, and each municipality in the County, should coordinate watershed planning and land use planning activities and implementation activities within a watershed boundary including:

20.1.1 recognize that watershed planning may be useful in analyzing changes in stream hydrology, flooding, water quality and capital facilities under different land use scenarios;

20.1.2 evaluate the use of vegetation retention, tree conservation, and maximum impervious surface standards;

20.1.3 whenever possible, utilize watershed boundaries instead of jurisdictional boundaries for plans and studies;

20.1.4 consider the implications of planning and implementation activities on natural environmental and built systems that are located outside jurisdictional boundaries but within the shared watershed;

20.1.5 when updating land use plans and regulations, consider information that is contained within watershed plans.

#### Inter-jurisdictional Cooperation

21. The County, and each municipality in the County, shall work together to identify

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and protect natural habitat corridors that cross jurisdictional boundaries.

21.1. Establish informational sharing workshops or present information at established coordinating committees.

21.2. Whenever possible, utilize watershed boundaries instead of jurisdictional boundaries for plans and studies.

22. The County and each municipality in the County should coordinate watershed/aquatic restoration planning and implementation activities within a watershed.

22.1. Consider the implications of planning and implementation activities not only within jurisdictional boundaries, but also the implications of decisions and activities on habitat for critical fish species that is located outside jurisdictional boundaries but within the shared watershed.

23. The County and each municipality in the County shall cooperatively work together to create and adopt modifications to their Critical Areas Regulations that include the best available science for the protection of existing habitat, wetlands, estuaries, and riparian areas by avoiding negative impacts.

23.1. Encourage the removal of invasive species and the replanting of natural vegetation.

23.2. Encourage local community groups in critical habitat restoration and enhancement efforts.

23.3. Utilize incentives to encourage landowners to retain, enhance, or restore critical habitat.

23.4. Develop complementary, coordinated, integrated, and flexible approaches for the collection, analysis, and sharing of monitoring information (e.g., GIS data, hydrologic and hydraulic analysis).

#### *Development Standards*

24. Upon adoption of a state classification system, the County and each municipality in the County should work together to establish a single system for stream typing.

25. The County and each municipality in the County should maintain or enhance water quality through control of runoff and best management practices to maintain

natural aquatic communities and beneficial uses.

*Monitoring, Best Available Science and Adaptive Management*

26. The County, and each municipality in the County, should work cooperatively toward creating and implementing methodologies designed to determine the effectiveness of enhancement and recovery strategies for listed species. (The term recovery is applied to species and not to habitat.)

26.1. Monitoring and evaluation strategies should be designed to develop data and information that can be used to evaluate future policy choices and management actions.

26.2. Whenever practicable, adoption of local plans, which include Conservation Plans or watershed basin plans, should include monitoring and evaluation criteria.

27. The County, and each municipality in the County, recognizes that the best available science to address listed species recovery issues is evolving. Each jurisdiction should apply an adaptive management strategy to determine how well the objectives of listed species recovery and critical habitat preservation/restoration are being achieved.

27.1. Consider the results of pilot developments in land use planning.

**COUNTY-WIDE PLANNING POLICY ON  
SITING OF PUBLIC CAPITAL FACILITIES  
OF A COUNTY-WIDE OR STATE-WIDE NATURE**

▪ **Background - Requirements of Growth Management Act**

The Growth Management Act requires that the comprehensive plan of the County and of each municipality in the County include a process for identifying and siting essential public facilities [RCW 36.70A.200(1)]. "Essential" public facilities include, but are not limited to, those facilities that are typically difficult to site, such as airports, state education facilities, state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and in-patient facilities, including substance abuse facilities, mental health facilities and group homes [RCW 36.70A.200(1)]. The State Office of Financial Management is required to maintain a list of essential state public facilities that are required or likely to be built within the next six (6) years. Facilities may be added to the list at any time. The Growth Management Act further mandates that no local comprehensive plan or development regulation may preclude the siting of essential public facilities [RCW 36.70A.200(2)].

▪ **County-Wide Planning Policy**

1. The County, and each municipality in the County, shall adopt a policy and incorporate same in its comprehensive plan, on the siting of essential public capital facilities of a County-Wide or state-wide nature.
  - 1.1 In addition to essential public facilities, other capital facilities included must be for a public use, must have a useful life of 10 years or more and ~~must have a value of at least \$25,000 and~~ be either:
    - 1.1.1 a County-Wide facility which has the potential for serving the entire County or more than one jurisdiction in the County; or
    - 1.1.2 a state-wide facility which serves or has the potential for serving the entire state, or which serves less than the entire state, but more than one county.
2. The County, and each municipality in the County, shall identify lands useful for public purposes and incorporate such designations in their respective comprehensive plans.
3. The County, and each municipality in the County, shall incorporate a policy and process in their respective comprehensive plans to identify and site essential public

facilities on the list maintained by the State Office of Financial Management. The process and policy shall include the following components:

- 3.1 a requirement that the state provide a justifiable need for the public facility and for its location in Pierce County based upon forecasted needs and a logical service area;
  - 3.2 a requirement that the state establish a public process by which the residents of the County and of affected and "host" municipalities have a reasonable opportunity to participate in the site selection process.
4. The County and municipal policies shall be based upon the following criteria:
- 4.1 Specific facility requirements
    - 4.1.1 minimum acreage
    - 4.1.2 accessibility
    - 4.1.3 transportation needs and services
    - 4.1.4 supporting public facility and public service needs and the availability thereof
    - 4.1.5 health and safety
    - 4.1.6 site design
    - 4.1.7 zoning of site
    - 4.1.8 availability of alternative sites
    - 4.1.9 community-wide distribution of facilities
  - 4.2 Impacts of the facility
    - 4.2.1 land use compatibility
    - 4.2.2 existing land use and development in adjacent and surrounding areas
    - 4.2.3 existing zoning of surrounding areas
    - 4.2.4 existing Comprehensive Plan designation for surrounding areas
    - 4.2.5 present and proposed population density of surrounding area
    - 4.2.6 environmental impacts and opportunities to mitigate environmental impacts
    - 4.2.7 effect on agricultural, forest or mineral lands, critical areas and historic, archaeological and cultural sites.
    - 4.2.8 effect on areas outside of Pierce County
    - 4.2.9 effect on designated open space corridors
    - 4.2.10 "spin-off" (secondary and tertiary) impacts
    - 4.2.11 effect on the likelihood of associated development being

induced by the siting of the facility

- 4.3 Impacts of the facility siting on urban growth area designations and policies
  - 4.3.1 urban nature of facility
  - 4.3.2 existing urban growth near facility site
  - 4.3.3 compatibility of urban growth with the facility
  - 4.3.4 compatibility of facility siting with respect to urban growth area boundaries
  
- 5. The County and municipal policies shall ensure that the facility siting is consistent with the adopted County and municipal comprehensive plans, including;
  - 5.1 the future land use map and other required and optional plan elements not otherwise listed below
  - 5.2 the identification of lands for public purposes in the land use element
  - 5.3 the capital facilities plan element and budget
  - 5.4 the utilities element
  - 5.5 the rural element
  - 5.6 the transportation element
  - 5.7 the housing element
  - 5.8 the comprehensive plans of adjacent jurisdictions that may be affected by the facility siting
  - 5.9 regional general welfare considerations
  
- 6. The County and municipal policies may include standards and criteria related to:
  - 6.1 the time required for construction;
  - 6.2 property acquisition;
  - 6.3 control of on- and off-site impacts during construction;
  - 6.4 expediting and streamlining necessary government approvals and permits if all other elements of the County or municipal policies have been met;

- 6.5 the quasi-public or public nature of the facility, balancing the need for the facility against the external impacts generated by its siting and the availability of alternative sites with lesser impacts.
7. The County and municipal policies may include standards and criteria related to:
  - 7.1 facility operations;
  - 7.2 health and safety;
  - 7.3 nuisance effects;
  - 7.4 maintenance of standards congruent with applicable governmental regulations, particularly as they may change and become more stringent over time.
8. The County and municipal policies on facility siting shall be coordinated with and advance other planning goals including, but not necessarily limited to, the following:
  - 8.1 reduction of sprawl development;
  - 8.2 promotion of economic development and employment opportunities;
  - 8.3 protection of the environment;
  - 8.4 positive fiscal impact and on-going benefit to the host jurisdiction;
  - 8.5 serving population groups needing affordable housing;
  - 8.6 receipt of financial or other incentives from the state and/or the County or other municipalities;
  - 8.7 fair distribution of such public facilities throughout the County;
  - 8.8 requiring state and federal projects to be consistent with this policy.

## COUNTY-WIDE PLANNING POLICY ON TRANSPORTATION FACILITIES AND STRATEGIES

### ▪ Background - Requirements of Growth Management Act

The Washington Growth Management Act identifies transportation facilities planning and, specifically, encouraging efficient multi-modal transportation systems based on regional priorities and coordinated with local comprehensive plans, as a planning goal to guide the development and adoption of comprehensive plans and development regulations [RCW 36.70A.020(3)]. In addition, it identifies a transportation element as a mandatory element of a county or city comprehensive plan [RCW 36.70A.070(6)]. The transportation element must include: (a) land use assumptions used in estimating travel; (b) facilities and services needs; (c) finance; (d) intergovernmental coordination efforts, including an assessment of the impacts of the transportation plan and land use assumptions on the transportation systems of adjacent jurisdictions; and (e) demand management strategies [RCW 36.70A.070(6)(a)-(e) ~~(c)~~]. The Growth Management Act expressly requires a County-Wide Planning Policy on transportation facilities and strategies [RCW 36.70A.210(3)(d)].

### ▪ County-Wide Planning Policy

1. For the purpose of this Policy, the following transportation services shall be deemed County-Wide in nature:
  - 1.1 state and federal highways;
  - 1.2 major arterials;
  - 1.3 public transit facilities and services;
  - 1.4 waterborne transportation (ferries, shipping);
  - 1.5 airports (passenger or freight);
  - 1.6 rail facilities (passenger or freight).

2. The following facilities and system components shall be included in the multi-modal network:
  - 2.1 roads, including major highways, arterials and collectors;
  - 2.2 public transit, including bus, rail, and park & ride lots;
  - 2.3 non-motorized facilities;
  - 2.4 ferries;
  - 2.5 airports;
  - 2.6 parking facilities;
  - 2.7 facilities related to transportation demand management.
3. The County, and each municipality in the County, shall coordinate service levels between jurisdictions including federal and state departments of transportation and other transportation service providers by:
  - 3.1 designating ~~or adopting~~ roadway, intersection and transit Levels of Service (LOS);
  - 3.2 understanding that the adopted LOS will affect not only the quality of the transportation system, but also the amount of public investment required and the permissible growth levels which the transportation system can support;
  - 3.3 entering into interlocal agreements, where necessary, to establish uniform, coordinated service levels between jurisdictions for county-wide facilities.
4. In the County, and in each municipality in the County, the adopted LOS may be:
  - 4.1 set below existing levels (thereby allowing reserve capacity for growth and minimizing the need for new capital investment, but, perhaps allowing congestion above what is tolerable to the public);
  - 4.2 set above existing levels (thereby increasing comfort and convenience of travel, enhancing economic development and minimizing some environmental impacts, but, perhaps, requiring additional public expenditures and/or precipitating development moratoria);
  - 4.3 set at existing levels (thereby allowing new development to mitigate full



marginal impacts, but, existing level may not mirror what is acceptable to the public);

- 4.4 set at different levels of service in different zones;
- 4.5 set at different levels of service based on facility classifications;
- 4.6 set for multi-modal facilities.

~~4.7 taken directly from standards developed by the Washington State Department of Transportation for Highways of Statewide Significance and directly from standards developed by the Puget Sound Regional Council for regionally significant state highways.~~

- 5. The County, and each municipality in the County, shall determine the adequacy of transportation facilities taking into account existing development, approved but unbuilt development and proposed development through utilization of:
  - 5.1 capacity-to-demand (LOS);
  - 5.2 availability of capacity including phased capacity;
  - 5.3 coordination of appropriate standards of design across jurisdictional lines.
- 6. The County, and each municipality in the County, shall address substandard LOS for existing facilities or "existing deficiencies" by:
  - 6.1 designating funding mechanisms within each jurisdiction;
  - 6.2 prioritizing facilities needed to correct existing deficiencies in capital improvements/transportation improvements programs;
  - 6.3 using transportation demand management (*i.e.*, demand-side regulations) to minimize demand created by existing users of transportation facilities;
  - 6.4 using transportation systems management (*i.e.*, supply-side adjustments to transportation system) to redirect traffic to uncongested areas and to modify travel behavior.
- 7. The following jurisdictions will be responsible for the correction of existing transportation deficiencies in the Urban Growth Areas:
  - 7.1 the County, in unincorporated areas;

- 7.2 a municipality, in incorporated areas;
  - 7.3 joint County-municipal, when part of an agreement for a joint planning area.
8. The County, and each municipality in the County, shall adopt parking regulatory codes for:
- 8.1 park/ride;
  - 8.2 parking requirements for public facilities so as to encourage public transit use.
9. The County, and each municipality in the County, shall address concurrency through the following methods:
- 9.1 providing transportation facilities needed to accommodate new development within six years of development approval;
  - 9.2 limiting new development to a level that can be accommodated by existing facilities and facilities planned for completion over the next six years;
  - 9.3 encouraging new and existing development to implement measures to decrease congestion and enhance mobility through transportation demand and congestion management.
10. The County, and each municipality in the County, shall address compatibility between land use and transportation facilities by:
- 10.1 requiring new transportation facilities and services in areas in which new growth is appropriate or desirable to be phased within a twenty-year time frame consistent with ~~tiered areas~~ and six year capital improvement programs;
  - 10.2 restricting the extension of new transportation facilities into areas not planned for growth (*e.g.*, outside urban growth areas);
  - 10.3 using development regulations to ensure that development does not create demands exceeding the capacity of the transportation system
    - 10.3.1 density limits in areas outside of urban growth areas;
    - 10.3.2 concurrency management and adequate public facility regulation;

- 10.3.3 integrated multi-modal and non-motorized networks.
- 10.4 using land use regulations to increase the modal split between automobiles and other forms of travel:
  - 10.4.1 high densities in transit and transportation corridors;
  - 10.4.2 dedications/impact fees to provide public transit facilities;
  - 10.4.3 require pedestrian-oriented design;
  - 10.4.4 encourage or require mixed use development;
  - 10.4.5 facilitate ease of access for physically challenged individuals.
- 10.5 approving transportation facilities in conjunction with land use approvals.
- 11. The County, and each municipality in the County, shall address environmental impacts of the transportation policies through:
  - 11.1 programming capital improvements and transportation facilities designed to alleviate and mitigate impacts on land use, air quality and energy consumption such as high-occupancy vehicle lanes, public transit, vanpool/carpool facilities, or bicycle/pedestrian facilities designed for home-to-work travel;
  - 11.2 locating and constructing transportation improvements so as to discourage adverse impacts on water quality and other environmental features.
- 12. The County, and each municipality in the County, shall address energy consumption/conservation by:
  - 12.1 designing transportation improvements to encourage alternatives to automobile travel;
  - 12.2 locating and designing new development so as to encourage pedestrian or non-automobile travel;
  - 12.3 providing regulatory and financial incentives to encourage the public and private sector to conserve energy;
  - 12.4 reducing the number of vehicle miles traveled and number of vehicle trips.
- 13. The County, and each municipality in the County, shall provide the following facilities to encourage alternatives to automobile travel and/or to reduce the number of vehicle miles travelled (modal split, trip generation and trip length):

- 13.1 structural alternatives (public transit [fixed guideway/rail systems, buses, paratransit services]; construction of new high-occupant vehicle lanes; limitations on highway/roadway construction; carpool/vanpool facilities; non-recreational bicycle/pedestrian facilities);
  - 13.2 non-structural/regulatory alternatives (growth management [concurrency; urban growth areas]; road/congestion pricing; auto-restricted zones; parking management; site design; ridesharing incentives).
14. The County, and each municipality in the County, shall utilize the following transportation systems management measures (*i.e.*, measures to improve the efficiency of the existing transportation network by utilizing lower cost and more quickly implemented improvements) to make the most efficient use of the existing roadway system:
- 14.1 structural improvements (*e.g.*, super street arterials, signalization improvements, computerized signal systems, one-way streets, ramp metering, designation of HOV lanes, reversible traffic lanes);
  - 14.2 non-structural improvements (*e.g.*, incident detection and monitoring systems; network surveillance and control; motorist information systems; turn prohibitions; alternative work hours).
15. The County, and each municipality in the County, shall consider a number of financing measures, including but not limited to:
- 15.1 general revenues;
  - 15.2 fuel taxes;
  - 15.3 toll roads;
  - 15.4 bonding;
  - 15.5 congestion pricing;
  - 15.6 public/private partnerships;
  - 15.7 assessment and improvement districts, facility benefit assessments, impact fees, dedication of right-of-way and voluntary funding agreements;
  - 15.8 others, as may be appropriate.

16. Access needs and control for County and/or municipal funded transportation facilities will be coordinated through:
  - 16.1 designating limited access facilities in the regional plan;
  - 16.2 determining access regulations through mutual agreement by the affected jurisdictions and/or by an agency designated by the affected jurisdictions;
  - 16.3 developing access regulations by the agency having primary jurisdiction or funding responsibility.

**COUNTY-WIDE PLANNING POLICY ON URBAN GROWTH AREAS,  
PROMOTION OF CONTIGUOUS AND ORDERLY DEVELOPMENT  
AND PROVISION OF URBAN SERVICES TO SUCH DEVELOPMENT**

▪ **Background - Requirements of Growth Management Act**

The Washington Growth Management Act identifies the encouragement of development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner [RCW 36.70A.020(1)], the reduction of sprawl (*i.e.*, the inappropriate or premature conversion of undeveloped land into low-density development) [RCW 36.70A.020(2)], and the provision of adequate public facilities and services necessary to support urban development at the time the development is available for occupancy and use (without decreasing current service levels below locally established minimum standards) [RCW 36.70A.020(12)] as planning goals to guide the development and adoption of comprehensive plans and development regulations.

The Growth Management Act further requires (1) that the County designate an "urban growth area" or areas within which urban growth shall be encouraged and outside of which growth shall occur only if it is not "urban" in character; (2) that each municipality in the County be included within an urban growth area; (3) that an urban growth area include territory outside of existing municipal boundaries only if such territory is characterized by urban growth or is adjacent to territory that is already characterized by urban growth. [RCW 36.70A.110(1); for definition of "urban growth" see RCW 36.70A.030(14) ~~(17)~~.]

The designated ~~county and municipal~~ urban growth areas shall be of adequate size and appropriate permissible densities so as to accommodate the urban growth that is projected by the State Office of Financial Management to occur in the County for the succeeding 20-year period. While each urban growth area shall permit urban densities, they shall also include greenbelt and open space areas [RCW 36.70A.110(2)].

As to the timing and sequencing of urban growth and development over the 20-year planning period, urban growth shall occur *first* in areas already characterized by urban growth that have existing public facility and service capacities to service such development, *second* in areas already characterized by urban growth that will be served by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources [RCW 36.70A.110(3)]. Urban government services shall be provided primarily by cities, and should not be provided in rural areas.

The Growth Management Act Amendments expressly require that county-wide planning policies address the implementation of urban growth area designations [RCW 36.70A.210(3)(a)], the promotion of contiguous and orderly development, the provision of

urban services to such development [RCW 36.70A.210(3)(b)], and the coordination of joint county and municipal planning within urban growth areas [RCW 36.70A.210(3)(f)].

▪ **Principles of Understanding Between Pierce County and the Municipalities in Pierce County**

While following the goals and regulations of the Growth Management Act, Pierce County and the municipalities in Pierce County will strive to protect the individual identities and spirit of each of our cities and of the rural areas and unincorporated communities.

Further agreements will be necessary to carry out the framework of joint planning adopted herein. These agreements will be between the County and each city and between the various cities.

The services provided within our communities by special purpose districts are of vital importance to our citizens. Consistent with the adopted regional strategy, these districts will be part of future individual and group negotiations under the framework adopted by the County and municipal governments.

While the Growth Management Act defines sewer service as an urban service, Pierce County currently is a major provider of both sewer transmission and treatment services. The County and municipalities recognize that it is appropriate for the County and municipalities to continue to provide sewer transmission and treatment services.

The County recognizes that ~~unincorporated lands within~~ urban growth areas are often potential annexation areas for cities. These are also areas where incorporation of new cities can occur. The County will work with existing municipalities and emerging communities to make such transitions efficiently.

At the same time, annexations and incorporations have direct and significant impacts on the revenue of county government, and therefore, may affect the ability of the County to fulfill its role as a provider of certain regional services. The municipalities will work closely with the County to develop appropriate revenue sharing and contractual services arrangements that facilitate the goals of GMA.

The County-Wide Planning Policies are intended to be the consistent "theme" of growth management planning among the County and municipalities. The policies also spell out processes and mechanisms designed to foster open communication and feedback among the jurisdictions. The County and the cities and towns will adhere to the processes and mechanisms provided in the policies.

## Centers

Centers are intended to be areas of concentrated employment and/or housing within urban growth areas which serve as the hubs of transit and transportation systems. They are integral to creating compact urban development that conserves resources and creates additional transportation, housing, and shopping choices. Centers are an important part of the regional strategy (VISION 2020) for urban growth and are required to be addressed in the County-Wide Planning Policies. Centers will become focal points for growth within the county suburban growth area and will be areas where public investment is directed.

Centers are intended to:

- be priority locations for accommodating growth;
- strengthen existing development patterns;
- promote housing opportunities close to employment;
- support development of an extensive transportation system which reduces dependency on automobiles; and
- maximize the benefit of public investment in infrastructure and services.

VISION 2020, the adopted regional growth strategy, identifies numerous-several different types of Centers as an integral feature, including Urban three types of Regional Growth Centers: (1) Regional Growth, (2) Metropolitan Center, (3) Urban Center, which feature a mix of land uses, as well as a category for Town Center. and VISION 2020 also identifies Manufacturing/Industrial Centers, which consist primarily of manufacturing and industrial uses. (See 1995 VISION 2020 Update, pages 85 and 86.) Pierce County has identified five Urban Centers and two Manufacturing/Industrial Centers that are applicable and consistent with the adopted regional vision. The designated Regional Growth Centers, within Pierce County are as follows:

### Urban Centers

Tacoma Mall  
Tacoma CBD  
Lakewood  
Puyallup  
South Hill

### Manufacturing/Industrial Centers

Frederickson  
Port of Tacoma

Manufacturing/Industrial Centers are areas where employee- or land-intensive uses will be located. These centers differ from Urban Centers in that they consist of an extensive land base and the exclusion of non-manufacturing uses are essential features of their character.



These areas are characterized by a significant amount of manufacturing, industrial and advanced technology employment uses. Large retail and non-related office uses are discouraged. Other than caretakers' residences, housing is prohibited within Manufacturing/Industrial Centers. However, these centers should be linked to high density housing areas by an efficient transportation system. The designated Manufacturing/Industrial Centers within Pierce County are as follows:

Manufacturing/Industrial Centers  
Frederickson  
Port of Tacoma

Within Pierce County, a limited number of centers, both urban and manufacturing/industrial, will be designated within individual jurisdictions' comprehensive plans. In order to be designated, a center must meet the criteria contained within the County-Wide Planning Policies.

Designated Centers may vary substantially in the number of households and jobs they contain today. The intent of the County-Wide Planning Policies is that Urban Centers grow to become attractive places to live and work, while supporting efficient public services such as transit and being responsive to the local market for jobs and housing.

The County-Wide Planning Policies establish target levels for housing and employment needed to achieve the benefit of an Urban Center. Some Centers will reach these levels over the next twenty years, while for others the criteria set a path for growth over a longer term, providing capacity to accommodate growth beyond the twenty year horizon.

Each jurisdiction which designates an Urban Center shall establish 20-year household and employment growth targets for that Center. The expected range of targets will reflect the diversity of the various centers and allow communities to effectively plan for needed services. The target ranges not only set a policy for the level of growth envisioned for each Center, but also for the timing and funding of infrastructure improvements. Reaching the target ranges will require careful planning of public investment and providing incentives for private investments.

#### Urban Growth Outside of Centers

A variety of urban land uses and areas of growth will occur outside of designated centers but within the urban growth area. Local land use plans will guide the location, scale, timing and design of development within urban growth areas. The urban growth area will be where the majority of future growth and development will be targeted. Development should be encouraged which complements the desired focus of growth into centers and supports a multimodal transportation system. For example, policies which encourage infill and revitalization of communities would help to achieve the regional and statewide objectives of

a compact and concentrated development pattern within urban areas. The County-Wide policies provide guidance for development and the provision of urban services to support development within the urban growth area.

### Satellite Cities and Towns

The cities and towns in the rural areas are a significant part of Pierce County's diversity and heritage. They have an important role as local trade and community centers. These cities and towns are the appropriate providers of local rural services for the community. They also contribute to the variety of development patterns and housing choices within the county. As municipalities, these cities and towns provide urban services and are located within the County's designated Urban Growth Areas. The urban services, residential densities and mix of land uses may differ from those of the large, generally western contiguous portion of the Urban Growth Areas in Pierce County.

### ▪ County-Wide Planning Policy

1. The County shall designate a countywide urban growth areas and identify where appropriate municipal urban growth areas for the County and for each municipality in the County within the countywide urban growth area based on consultations between the County and each municipality and pursuant to the following process:

1.1 initial designation of proposed municipal urban growth area by each municipality;

1.2 Preliminary County designation of proposed Countywide urban growth area;

1.3 initial proposals for municipal urban growth areas made by municipalities;

1.3 County review of initial municipal urban growth area designations proposals considering:

1.3.1 Growth Management Act criteria and standards;

1.3.2 coordination with other County-wide policies, particularly those on agricultural land preservation; natural resources, open space and protection of environmentally-sensitive lands; transportation; and affordable housing;

1.3.3 overlapping proposed municipal urban growth area boundaries;

1.3.4 gaps between proposed urban growth area boundaries.

1.4 County referral of proposed urban growth area designations to the Steering

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Committee, or its successor entity Pierce County Regional Council.

- 1.4.1 ~~The Steering Committee, or its successor entity, Pierce County Regional Council~~ may refer the proposed designations to the Growth Management Coordinating Committee (GMCC), or its successor entity for technical advise and for a report.
  - 1.4.2 ~~The Steering Committee, or its successor entity, Pierce County Regional Council~~ may conduct public meetings to review the proposed designation and, at such meetings, may accept oral or written comments and communications from the public.
  - 1.4.3 ~~At the conclusion of its review and analysis, the Steering Committee, or its successor entity, Pierce County Regional Council~~ shall make a recommendation to the County and to the municipalities in the County.
- 1.5 County designation and attempt to reach agreement through negotiation with each municipality or, in case of impasse, through a designated mediation process within the County prior to State Department of ~~Community Development~~ Community, Trade, and Economic Development review;
- 1.5.1 if no agreement, justification by County in writing for designated urban growth area delineation;
  - 1.5.2 possible formal objection by municipality to ~~State Department of Community Development~~ Community, Trade, and Economic Development ~~Central Puget Sound Growth Management Hearings Board~~;
  - 1.5.3 resolution of conflict via mediation by State Department of ~~Community Development~~ Community, Trade, and Economic Development.
- 1.6 Following an agreement between the County and municipality on the designation of the urban growth area, or, in the case of an impasse, following a designation determination via mediation by the State Department of ~~Community Development~~ Community, Trade, and Economic Development ~~or directive by the Central Puget Sound Growth Management Hearings Board~~, ~~Community, Trade, and Economic Development~~, the legislative body of the County shall ~~adopt~~ consider adoption of the urban growth area designation by ordinance.
- 1.7 The adopted urban growth area designations shall be transmitted to the legislative bodies of each municipality in the County and said municipality shall ~~adopt its applicable urban growth area designation~~ consider ratification

by resolution or ordinance.

1.8 Once adopted by the County, the urban growth area designations shall not be changed except in accordance with the County-Wide Policy on "Amendments and Transition."

2. The following specific factors and criteria shall dictate the size and boundaries of urban growth areas:

2.1 Size

2.1.1 urban growth areas must be of sufficient size to accommodate *only* the urban growth projected to occur over the succeeding 20-year planning period taking into account the following:

- a. land with natural constraints, such as critical areas (environmentally- sensitive land);
- b. agricultural land to be preserved;
- c. greenbelts and open space;
- d. New Fully Contained Communities pursuant to RCW § 36.70A.350 consistent with the classification of centers as specified in the ~~Vision~~ VISION 2020 Plan. (New fully contained communities are characterized by mixed uses, *i.e.*, residential of various types and styles, commercial, office and other, presence of employment centers, affordable housing and transportation modalities. A large-scale residential-only development does not qualify as a new fully contained community for purposes of this Policy.);
- e. maintaining a supply of developable land sufficient to allow market forces to operate and precluding the possibility of a land monopoly but no more than is absolutely essential to achieve the above purpose;
- f. existing projects with development potential at various stages of the approval or permitting process (*i.e.*, the "pipeline");
- g. land use patterns created by subdivisions, short plats or large lot divisions;
- h. build-out of existing development and areas which are currently only partially built out;
- i. ~~follow existing parcel boundary lines (if a parcel is~~

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split and more than 50% is within the urban growth boundary, the entire parcel shall be considered part of the urban growth area as long as the increase does not exceed 2% of the municipality's total urban growth area).

2.1.2 The County, and each municipality in the County, shall develop and propose objective standards and criteria to disaggregate the State Office of Financial Management's County-wide growth forecasts for the allocation of projected population to the County and municipalities, utilizing as the primary criteria the availability and concurrency of public facilities and services with the impact of development.

## 2.2 Boundaries

2.2.1 Any of the following shall be considered in determining the location of urban growth area boundaries:

- a. geographic, topographic, and manmade features;
- b. public facility and service availability, limits and extensions;
- c. jurisdictional boundaries including special improvement districts;
- d. location of designated natural resource lands and critical areas;
- e. avoidance of unserviceable islands of County land surrounded by other jurisdictional entities;
- f. ~~Vision 2020~~ ~~Destination 2030~~ urban/rural line and ~~PSAPCA~~ ~~PSCAA~~ burn ban line.

## ~~2.3 Tier Determination~~

~~2.3.1 The County, and each municipality in the County, shall designate "tiers" within their designated urban growth area to discourage urban sprawl and leapfrog development and encourage adequate public facilities and services concurrent with development, as follows:~~

- ~~a. primary growth area (i.e., areas already characterized by urban growth that have existing public facility and service capacities);~~
- ~~b. secondary growth area (i.e., areas already~~

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~~characterized by urban growth that will be served by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources);~~

- ~~e. tertiary growth area (i.e., areas adjacent to areas already characterized by urban growth, but not presently served with public facilities and services).~~

~~2.3.2 Upon designation of tiers, the County, and each municipality in the County, shall adopt a process as well as standards and criteria by which a shift of land from one tier to another would take place;~~

~~2.3.3 The primary growth area should relate closely to the County's or the respective municipality's 6-year capital facilities plan; urban growth in the primary urban growth area shall be sensitive to compatibility and fit with the type and density of existing development making use of such techniques as:~~

- ~~a. sliding scale buffering and screening requirements based on adjacent use considerations~~
- ~~b. performance standards~~
- ~~c. height and bulk limitations~~
- ~~d. provision of open space~~
- ~~e. front, side and rear yard requirements~~
- ~~f. protection of natural resources and environmentally sensitive lands~~
- ~~g. architectural controls and design standards.~~

~~2.3.4 The secondary, (years 7-13) and tertiary (years 14-20) growth areas shall relate to the long range planning, capital improvement and service provision horizon.~~

~~2.3.5 In the secondary and tertiary (if applicable) growth areas, various techniques shall be made available to property owners to ensure a reasonable use within a reasonable period of time; these may include, but are not limited to, the following:~~

- ~~a. conservation easements;~~
- ~~b. preferential tax assessment;~~
- ~~c. cluster housing, utilizing the presently authorized number of units;~~
- ~~d. planned unit development;~~

- e. — transfer of development rights;
- f. — purchase of property;
- g. — open space corridor designation;
- h. — greenbelt designation;
- i. — other innovative techniques.

2.3.6 — New fully contained communities may be approved within the current tier or subsequent tiers provided that any such approval shall include a phasing plan to ensure that the various segments of the development are timely served by adequate public facilities and services in accordance with the other provisions of these policies.

Phasing of Development within the Urban Growth Area

2.3 The County and each municipality in the County shall seek to direct growth as follows:

- a. first to centers and urbanized areas with existing infrastructure capacity;
- b. second to areas that are already urbanized such that infrastructure improvements can be easily extended; and
- c. last to areas requiring major infrastructure improvements.

2.3.1 Capital facilities plans shall identify existing, planned, and future infrastructure needs within Urban Growth Areas.

2.3.2 The County and each municipality in the County should identify appropriate levels of service and concurrency standards that address schools, sewer, water, and parks.

2.3.3 The County and each municipality in the County shall identify appropriate levels of service and concurrency standards that address roads.

2.4 Municipal urban growth area boundaries shall be determined as set forth above and with consideration for the following additional factors:

- 2.4.1 the VISION 2020 document, including Multicounty Planning Policies;
- 2.4.2 the carrying capacity of the land considering natural resources, agricultural land and environmentally-sensitive lands;
- 2.4.3 population and employment projections;

- 2.4.4 financial capabilities and urban services capacities;
- 2.4.5 consistency and compatibility with neighborhood, local and regional plans;
- 2.4.6 the existing land use and subdivision pattern.

2.5 The County's urban growth area in unincorporated portions of the County shall be limited to the following:

- 2.5.1 classification of centers pursuant to VISION 2020;
- 2.5.2 build-out of existing partially developed areas with urban services;
- 2.5.3 New fully contained communities;
- 2.5.4 high intensity transportation redevelopment corridors;
- 2.5.5 build-out of existing partially developed areas with urban services.

2.6 The County's urban growth area may be extended to allow for build-out of newly developed areas only if development capacity within municipal urban growth boundaries and growth in the areas identified in Policy 2.5 is determined to be inadequate to meet total population and employment projections consistent with the other policies set forth herein.

3. Within the delineated urban growth areas, the County, and each municipality in the County, shall adopt measures to ensure that growth and development are timed and phased consistent with the provision of adequate public facilities and services.

3.1 "Adequacy" shall be defined by locally established service level standards for local facilities and services both on the site and off-site, and by the County for County-owned or operated facilities and services provided by other agencies. Adequacy shall be defined by level of service standards mutually agreed upon by the service provider and the jurisdiction served. The definition of levels of service standards may allow for the phasing-in of such standards as may be provided in the capital facilities element of County or municipal comprehensive plans.

3.2 "Public facilities" include:

- 3.2.1 streets, roads, highways, sidewalks, street and road lighting systems, and traffic signals
- 3.2.2 domestic water systems
- 3.2.3 sanitary sewer systems
- 3.2.4 storm sewer systems
- 3.2.5 park and recreational facilities



3.2.6 schools

3.3 "Public services" include:

3.3.1 fire protection and suppression

3.3.2 law enforcement

3.3.3 public health

3.3.4 education

3.3.5 recreation

3.3.6 environmental protection

3.3.7 other governmental services, including power, transit and libraries

3.4 ~~Public Sanitary Sewer Service~~ The following policies shall be applicable to the provision of public sanitary sewer service in the County ~~and its municipalities~~:

3.4.1 Relationship of Sewer Interceptors to Comprehensive Plans. The timing, phasing and location of sewer interceptor expansions shall be included in the capital facilities element of the applicable municipal or County comprehensive plans and shall be consistent with County-Wide Planning Policies, the Urban Growth Area boundaries and the local comprehensive land use plan. The phased expansions shall be coordinated among the County and the municipalities therein and shall give priority to existing ~~unserved~~ urbanized ~~unincorporated~~ areas within the Urban Growth Area and to existing ~~municipalities that do not have the ability to add capacity~~ ~~except as provided in 3.4.2 a. and b. below.~~

3.4.2 ~~Public Sewer Interceptor and Service~~ Extensions/Expansions

- a. ~~Public~~ sewer interceptors shall only extend ~~or expand~~ outside of Urban Growth Areas where:
- (i) sewer service will remedy ground water contamination and other health problems by replacing septic systems ~~and community on-site sewage systems~~, or
  - (ii) a formal binding agreement to service an approved planned development was made prior to the establishment of the Urban Growth Area; ~~or~~
  - ~~(iii) an interceptor will convey wastewater~~

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originating within a designated Urban Growth Area to sewerage facilities in another designated Urban Growth Area, or

b. ~~New sanitary~~ Sewer interceptors ~~service~~ inside Urban Growth Areas must follow Tier phasing of capital facilities (1-6), (7-13), (14-20) as provided in the municipality's adopted comprehensive plan or any adopted Sewer Master Plan unless:

(i) sewer service will remedy ground water contamination and other health problems by replacing septic systems and community on-site sewage systems, or

(ii) ~~a new municipality incorporates, or~~

(ii)(iii) a formal binding agreement to service an approved planned development was made prior to the establishment of the Urban Growth Area;

(iv) ~~an interceptor will convey wastewater originating within a designated Urban Growth Area to sewerage facilities in another designated Urban Growth Area.~~

c. ~~New sanitary~~ sewer service connections from interceptors shall not be made available to properties along the ~~interceptor alignment where urban intensity development is not consistent with the Urban Growth Area boundary or tier designations and the County or municipal comprehensive land use plans outside the Urban Growth Area except as provided in (a) above.~~

d. ~~Sanitary Sewer service shall not be provided in areas designated "rural" except as provided in 3.4.2(a)(i)(ii) and (iv)~~

e. ~~A sewer interceptor or trunk line constructed or planned for construction through a rural area to convey wastewater from a designated Urban Growth Area to sewerage facilities in a designated Urban~~

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Growth Area shall not constitute a change of conditions that can be used as the basis for a change in land use designation or urban/rural designation, either for adjacent or nearby properties.

3.4.3

On-Site and Community Sewage Systems

a. In order to protect the public health and safety of the citizens of Pierce County and of the municipalities in the County, to preserve and protect environmental quality including, but not limited to, water quality and to protect aquifer recharge areas, to work toward the goal of eliminating the development of new residential and commercial uses on on-site and community sewage systems within the urban areas in the unincorporated County or within municipal boundaries consistent with the County-Wide Planning Policies, the County and each municipality shall is necessary to adopt policies on the location and use of on-site and community sewage systems, including:

(i) the most current Tacoma-Pierce County Board of Health Land Use Regulations for On-Site and Community Sewerage Systems

(ii) policies which require connection to sanitary sewers when they are available in the following circumstances:

(a) if a septic system fails,

(b) for all new development except existing single-family lots,

(c) for development with dry sewer systems.

(iii) if sewer service is not available, dry sewer facilities shall be required.

b. the County and municipalities shall ask the Tacoma-Pierce County Board of Health to direct the Health Department to develop the necessary regulations to eliminate the development of new residential and

~~commercial uses on on-site and community sewage systems within the urban areas in the unincorporated County or within municipal boundaries consistent with the County wide planning policies. The goal of these regulations shall be the elimination of all new permanent on-site and community septic systems within the urban areas in the unincorporated County or within municipal boundaries, but would allow for interim on-site approved septic systems where sewer facilities are not available. For commercial development, these regulations shall recognize the differences in the strength, nature and quantity of effluent. These regulations shall be developed by July 1, 1993.~~

eb. ~~n~~ New industrial development on community or on-site sewage systems shall not be allowed in urban areas in the unincorporated County or within municipal boundaries. Sanitary facilities necessary for recreation sites may be exempt from this policy.

de. ~~i~~ It is not the intent of these policies to require any individual property owner on an existing, properly permitted and functioning septic system to connect to a public sewer unless ~~the septic system fails or the current use of the property changes or the density of development on the property increases.~~

(i) ~~the septic system fails;~~

(ii) ~~or the system is not in compliance with the most current version of the Tacoma-Pierce County Board of Health Land Use Regulations or the current use of the property changes;~~

(iii) ~~or the density of development on the property increases;~~

(iv) ~~or the existing septic system was originally permitted as an interim system to be abandoned when sewers became available.~~

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(v) ~~unless or a municipality had a mandatory policy.~~

- e. ~~new industrial development on community or on-site sewage systems shall not be allowed in urban areas in the unincorporated County or within municipal boundaries. Sanitary facilities necessary for recreation sites may be exempt from this policy.~~
- d. ~~it is not the intent of these policies to require any individual property owner on an existing, properly permitted and functioning septic system to connect to a public sewer unless the septic system fails or the current use of the property changes or the density of development on the property increases.~~

#### 3.4.4

#### Achieving an adopted level of Sewer Service

a. ~~The County, each municipality, and sewer providers shall work together to achieve adopted levels of service for sewers. All sewer service providers shall work with municipalities to process sewer permits in a manner that allows municipalities to comply with timelines imposed under RCW 36.70B.080(1).~~

b. ~~The County, each municipality, and their sewer providers shall work to secure funding sources to achieve the adopted levels of sewer service such as:~~

- (i) ~~Grants~~
- (ii) ~~Public Works Trust Fund~~
- (iii) ~~State Revolving Fund~~
- (iv) ~~Centennial Clean Water Fund~~
- (v) ~~Municipally imposed surcharges to fund sewer improvements in the jurisdictions where the surcharges are collected.~~

#### 3.4.45

The availability or potential for availability of sewer treatment plant capacity shall not be used to justify expansion of the sewer system or development in a manner inconsistent with the County-Wide Planning Policy, Urban Growth Area boundaries and the applicable municipal or County

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comprehensive land use plans.

3.5 Non-Municipal Service-Provision Entities

3.5.1 Special purpose districts shall conform their capital facility and service plans so as to be consistent with the capital facility element of the County or municipal comprehensive plans.

3.5.2 Where facilities and services will be provided by special purpose, improvement or facility service provision entities, such entities shall coordinate the provision of facilities and services with the County, and each affected municipality in the County, so that new growth and development is, in fact, served by adequate public facilities and services at the time of development.

3.6 The County, and each municipality in the County, shall adopt plans and implementation measures to ensure that sprawl and leapfrog development are discouraged in accordance with the following:

3.6.1 urban growth within UGA boundaries is located first in areas already characterized by urban growth that have existing public facility and service capacities to serve such development;

3.6.2 urban growth is located next in areas already characterized by urban growth that will be served by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources;

3.6.3 "urban growth" refers to a predominance of areas or uses within the Urban Growth Area which exhibit one or a combination of the following:

- a. intensive use of land for buildings and structures;
- b. high percentage of impermeable surfaces;
- c. incompatibility with the primary use of land for the production of food, other agricultural products or fiber, or the extraction of mineral resources;
- d. need for urban governmental services.

3.6.4 "Characterized by urban growth" refers to:

- a. land having urban growth on it;
- b. land located in relationship to an area with urban growth on it as to be appropriate for urban growth.

3.6.5 Urban government services shall be provided primarily by cities and urban government services shall not be provided in rural areas.

3.7 Public facilities and services will be considered available "*at the time of development*" as follows:

3.7.1 as to all public facilities and services other than transportation, if the facility or service is in place at the time demand is created, or if the County or municipality has made appropriate provision to meet the demand for the public facility or service through one or more of the following techniques:

- a. inclusion of the public facility or service in the applicable County or municipal capital facilities plan element and specification of the full source of the funding for such project;
- b. impact fees;
- c. required land dedication;
- d. assessment districts;
- e. users fees and charges;
- f. utility fees;
- g. other.

3.7.2 as to transportation facilities, if needed transportation improvements are within the then existing 6-year capital facilities plan element and program, but only if a specific financial commitment to the transportation improvement project has been made.

3.7.3 public facilities and services will not be considered available at the time of development unless they are provided consistently with the applicable level of service standards adopted in the capital facilities element of the Comprehensive Plan.

- 3.8 Public facility and service *adequacy* shall be determined by the County, and each municipality in the County, based upon:
- 3.8.1 the specific public facility or service;
  - 3.8.2 the adopted or established level of service standard;
    - a. established by each municipality for local facilities and services;
    - b. ~~established by the County for County-wide facilities and services; by mutual agreement between provider and municipality served for other facilities and services;~~
    - c. established through interlocal agreements for cross-jurisdictional facilities and services.
  - 3.8.3 the current usage of the existing public facilities and services, existing development commitments and obligations, the vested or non-vested status of pipeline approvals or existing lots of record, and new development applications.
  - 3.8.4 where development projects partially meet adequacy of public facilities and services standards, development approval may be authorized for that portion of the project that meets the adequacy standards or the project may be phased to coincide with the phasing of future availability of adequate public facilities and services.
- 3.9 Facility and service provision/extension to new development areas shall be subject to the following:
- 3.9.1 imposition of requirement for payment of the full, but fair, share of costs of needed facilities and services on the new development through:
    - a. impact fees;
    - b. assessment districts;
    - c. user fees and charges;
    - d. surcharges;
    - e. dedication;
    - f. utility fees;
    - g. other, as appropriate.



3.9.2 consideration of the total impact of the facility or service extension on the achievement of other policies, goals and objectives, in addition to the impact on the area being served.

3.9.3 if necessary to minimize off-site impacts, specify that such service extensions (e.g., sewer, water) are *not* subject to connection by intervening landowners.

4. ~~Joint Planning. Designated Urban Growth Areas of municipalities, outside of municipal corporate limits, shall be subject to joint municipal County planning. Joint jurisdictional planning shall occur in those other areas where the respective jurisdictions agree such joint planning would be beneficial. Joint Planning between local governments can provide numerous possible benefits, including but not limited to:~~

- More efficient delivery of services
- Shared use of public facilities
- Coordinated permitting processes
- Cost-sharing for planning and construction of public facilities (e.g., water, sewer infrastructure, parks, etc.)
- Consistent development standards
- Shared regional data, including GIS data
- Proactive identification of potential issues

4.1 ~~Joint planning may be municipal-municipal as well as municipal-County. The County and each municipality shall jointly plan for the designated urban growth area of that municipality (outside of municipal corporate limits) and may include municipal utility service areas. Joint municipal-municipal planning may occur in those other areas where the respective jurisdictions agree such planning would be beneficial.~~

4.2 ~~Any jurisdiction initiating joint planning with one or more other jurisdictions shall do so by submitting a written proposal from its legislative authority to the legislative authority of the other jurisdiction(s). In forming its proposal, the initiating jurisdiction should consider the Joint Planning Framework recommended by the Pierce County Regional Council, April 15, 1993, and adopted by Resolution No. R93-127 of the Pierce County Council, July 13, 1993. The proposal shall include, but not be limited to, the following:~~

~~4.2.1 size of the proposed joint planning study area;~~

~~4.2.2 location of the proposed study area in relation to urban growth boundaries;~~

~~4.2.3 description of the issues proposed to be addressed in the joint~~

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- planning process;
- 4.2.4 proposed end-product of the joint planning process (e.g., amendments to comprehensive plans or implementing ordinances of each jurisdiction, interlocal agreement, etc.);
- 4.2.5 proposed resources (e.g., staff, funding, technology, etc.) to be provided by the initiating jurisdiction toward completing the joint planning process;
- 4.2.6 evidence that notification of the joint planning process will be provided to residents, property owners, businesses, service providers, special districts, or other parties affected by the proposed joint planning process;

4.3 A jurisdiction receiving a proposal under policy 4.2 (above) for joint municipal-County planning required by these policies (see 4.1 above) shall respond by either:

- 4.3.1 issuing a resolution of its legislative authority indicating an intent to enter into a joint planning process as proposed; or
- 4.3.2 entering into discussions with the proposing jurisdiction regarding alternatives to joint planning proposal; or
- 4.3.3 proposing to Pierce County that the proposal be included as part of an appropriate community planning process, if mutually agreeable to all jurisdictions involved.

If at any time Pierce County receives more proposals for participation in joint planning than its resources will provide, the County shall forward the proposals to the Pierce County Regional Council for consideration and a recommendation on prioritization based on planning needs. The Pierce County Regional Council shall consider proposals for joint planning that have been forwarded to them, and prioritize the proposals according to the probable benefit to the County as a whole. Prioritization shall be based on the information included in the proposal, plus other criteria agreed upon by the Pierce County Regional Council. These criteria could include, but are not limited to:

- 4.3.4 rate of growth in the proposed study area;
- 4.3.5 scope of existing municipal utility provision in the proposed study area;
- 4.3.6 existence of special districts serving both the proposed study area and the municipality;
- 4.3.7 degree to which development standards or comprehensive plan policies may differ between jurisdictions within the proposed study area;
- 4.3.8 criteria 4.5.1 through 4.5.3 below.

4.34 When joint planning is required, the joint planning effort shall determine and resolve issues including, but not limited to, the following:

4.34.1 how zoning, subdivision and other land use approvals in designated urban growth areas of municipalities will be coordinated;

4.34.2 how appropriate service level standards for determining adequacy and availability of public facilities and services will be coordinated;

4.34.3 how the rate, timing, and sequencing of boundary changes will be coordinated;

4.34.4 how the provision of capital improvements to an area will be coordinated;

4.34.5 to what extent a jurisdiction(s) may exercise extra jurisdictional responsibility.

4.45 Joint planning may be based upon factors including, but not limited to, the following:

4.45.1 contemplated changes in municipal and special purpose district boundaries;

4.45.2 the likelihood that development, capital improvements, or regulations will have significant impacts across a jurisdictional boundary;

4.45.3 the consideration of how public facilities and services are and should be provided and by which jurisdiction(s).

## 5. Urban Development Standards.

5.1 The provisions of this section shall apply to all municipalities and urban growth areas located in the County.

5.2 The following development standards shall be the minimum required for urban developments and shall apply to all new development in urban growth areas, except as provided in Section 5.6 below.

5.2.1 Streets, Roads and Arterials. All public streets, roads, and arterials shall be constructed to the minimum requirements outlined in the City and County Design Standards adopted pursuant to RCW 35.78.030 and RCW 43.32.020. Curbs, gutters, and sidewalks will be required on both sides. Private streets and roads may be approved, but shall be required to

meet these requirements.

5.2.2 Street Lighting. Street lighting shall be required at signalized intersections. Street lighting in new subdivisions shall be provided at all intersections controlled by a traffic signal or sign, and at certain road corners, elbows, and cul-de-sacs. Installation and maintenance of street lighting in subdivisions shall be the responsibility of the developer or homeowner's association unless the local jurisdiction assumes responsibility. When ownership of the street lighting has not been assumed by the local jurisdiction, the light standards shall be located on private property.

5.2.3 Domestic Water. A domestic water system must meet requirements under RCW 70.119 and WAC 246-290 for group "A" systems, or the functional equivalent.

5.2.4 Storm Water Facilities. A storm water drainage system shall be designed and constructed in accordance with the Department of Ecology Storm Drainage Technical Manual or a locally adopted storm water manual approved by DOE.

5.2.5 Sanitary Sewer. ~~(Refer to policy 3.4)~~ At a minimum, sanitary sewer hook-ups shall be required for all new development, if sewer lines are located within 300 feet of the development. In those cases where sewer lines are not located within 300 feet of the development, the jurisdiction may permit such development to use interim septic on site systems and dry sewer facilities. Dry sewer facilities include any means effective to permit connection to future extended sewer lines. The permitting jurisdiction allowing such facilities shall enforce applicable design and performance standards and administrative procedures.

~~5.2.6~~ ~~The County and each municipality shall develop policies that require developers to extend sewers to their developments to design the facilities to allow further extension to adjacent unsewered areas.~~

~~5.2.67~~ Fire Protection. Fire protection and flow requirements shall be in accordance with Pierce County Code Chapter 15.12.

~~5.2.78~~ Solid Waste and Recycling. Garbage pick-up shall be provided weekly, and recycling and yard waste pick-up biweekly, consistent with federal and state laws and regulations.

- 5.3 It is desired by the signatories to these policies that the following Urban Development Standards be the minimum goals for urban developments in Urban Growth Areas.
- 5.3.1 Street Cleaning. Standards for street cleaning shall be discussed and should be developed, consistent with requirements of federal and state water quality standards.
- 5.3.2 Transit. Urban transit service plans adopted by the Pierce County Public Transit Benefit Authority.
- 5.3.3 Library. Appropriate jurisdictions should provide 450 square feet of library space per 1,000 persons.
- 5.3.4 Parks and Recreation. Provisions for parks at a level of 3.0 acres of neighborhood/community parks per 1,000 population should be made for all plats and short plats as required by RCW 58.17. Such provision can be made either through dedication to the public of land, or through provision of funds, as mitigation, for park land purposes.
- 5.4 All development within an urban growth area shall be provided services pursuant to the provision of this agreement and the joint planning agreements adopted pursuant to it. It is recognized that the County may provide certain urban services within an Urban Growth Area, and that cities may provide certain urban services within the same area, but outside their current municipal boundaries.
- 5.5 The County and each municipality shall enter into an interlocal cooperation agreement providing for the approval and delivery of public facilities and services in the Urban Growth Area. Such further agreements shall include, where appropriate, provisions relating to services such as law enforcement and schools and the services of special purpose districts and other service providers.
- 5.6 ~~Ordinances allowing low impact development standards and create environmentally sensitive development shall be allowed as alternative development standards. Any other~~ Ordinances allowing variances and deviations to the urban development standards may be adopted by each responsible jurisdiction for those limited circumstances necessary to allow for recognition of community plans and goals, recognized historic character, or special physical or engineering circumstances, as long as such variances and deviations are otherwise consistent with these policies. A legislative

authority adopting a variance or deviation to the minimum urban development standards under this section must inform ~~share such adoption with the Pierce County Regional Council (PCRC) Executive Committee of such adoption.~~

6. The County and each municipality shall adopt within their respective comprehensive plans, policies to ensure that development within the urban growth area uses land efficiently, provides for a wide variety of uses, conserves natural resources, and allows for the connection of communities to an efficient, transit-oriented, multimodal transportation system. Policies shall:
  - 6.1 provide for more choices in housing types and moderate increases in density to achieve at least an average net density of four units per acre;
  - 6.2 support infill and compact development; and
  - 6.3 provide for land uses that encourage travel by foot, bike and transit.
7. The County and each municipality shall provide for conveniently located, appropriately scaled commercial development to serve the immediate local needs of the surrounding community by encouraging revitalization of underused commercial areas before establishing new areas.
8. The County and each municipality shall adopt plans to encourage concentrated development within the urban growth area which will accommodate the twenty year projected population and employment growth.
9. Satellite Cities and Towns are local focal points where people come together for a variety of activities, including business, shopping, living and recreation. These cities and towns may include the core of small to medium sized cities and towns and may also be located in unincorporated areas. Often Satellite Cities and Towns include a strong public presence because they are the location of city hall, main street and other public spaces.
10. Satellite Cities and Towns will be characterized by a compact urban form that includes a moderately dense mix of locally-oriented retail, jobs and housing that promotes walking, transit usage and community activity.
  - 10.1 Satellite Cities and Towns will be developed at a higher density than surrounding urban and rural areas;
  - 10.2 small scale forms of intensification such as accessory housing units and development of vacant lots and parking lots help achieve the qualities of

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centers while preserving the neighborhood character.

11. At a minimum, Satellite Cities and Towns will be served by State Routes which connect them to other centers and to the regional high capacity transit system. In some instances, Satellite Cities and Towns may have direct connections to the local public transportation system.

## OVERALL POLICIES FOR URBAN REGIONAL GROWTH CENTERS

### *Vision*

12. Centers shall be ~~locally determined and~~ designated ~~by the County and each municipality~~ based upon the following:
  - 12.1 consistency with specific criteria for Centers adopted in the County-Wide Planning Policies;
  - 12.2 the Center's location in the County and its potential for fostering a logical and desirable county-wide system of Centers;
  - 12.3 the total number of centers in the county that can be reasonably developed based on twenty years projected growth over the next twenty years;
  - 12.4 environmental analysis which shall include demonstration that urban services including an adequate supply of drinking water are available to serve projected growth within the Center and that the jurisdiction is capable of ensuring concurrent urban services to new development;
  - 12.5 if ~~the County or any municipality in the county~~ a jurisdiction designates a center, they must also adopt the center's designation and provisions in their comprehensive plans and development regulations to ensure that growth targeted to Centers is achieved and urban services will be provided;
  - 12.6 Centers shall be characterized by all of the following:
    - 12.6.1 clearly defined geographic boundaries;
    - 12.6.2 intensity/density of land uses sufficient to support high capacity transit;
    - 12.6.3 pedestrian-oriented land uses and amenities;
    - 12.6.4 urban design standards which reflect the local community;
    - 12.6.5 provisions to reduce single-occupancy vehicle use especially during peak hours and commute times;
    - 12.6.6 provisions for bicycle use;

- 12.6.7 sufficient public open spaces and recreational opportunities;  
and
- 12.6.8 uses which provide both daytime and nighttime activities.

13. Each jurisdiction which designates a center within its comprehensive plan shall define the type of center and specify the exact geographic boundaries of the center. All Urban Centers shall not exceed one and one-half square miles of land. Infrastructure and services shall be either present and available or planned and financed consistent with the expected rate of growth.

13.1 pedestrian connections shall be provided throughout centers.

#### *Design Features of Urban Centers*

14. The County and each jurisdiction that designates a center within its comprehensive plan shall encourage density and development to achieve targeted growth.

14.1 Any of the following may be used:

- 14.1.1 encourage higher residential densities within centers;
- 14.1.2 avoiding creation of large blocks of single-use zones;
- 14.1.3 allowing for greater intensity of use within centers;
- 14.1.4 increase building heights, greater floor/area ratios within centers;
- 14.1.5 minimize setbacks within centers;
- 14.1.6 allow buildings to locate close to street to enhance pedestrian accessibility; and
- 14.1.7 encourage placement of parking to rear of structures.

15. In order to provide balance between higher intensity of use within centers, public and/or private open space shall be provided.

16. Streetscape amenities (landscaping, furniture, etc.) shall be provided within centers to create a pedestrian friendly environment.

17. Any of the following regulatory mechanisms shall be used within Centers:

- 17.1 either use zoning mechanisms which allow residential and commercial uses to intermix or limit the size and extent of single use districts.
- 17.2 adopt development standards to encourage pedestrian-scaled development such as:



- 17.2.1 buildings close to streets and sidewalks;
- 17.2.2 interconnections between buildings and sidewalks;
- 17.2.3 pedestrian links between residential and non-residential areas;
- 17.2.4 street trees/furniture; minimize separations between uses.

*Transportation, Parking and Circulation*

- 18. To encourage transit use within centers, jurisdictions shall establish mechanisms to limit the use of single occupancy vehicles. Such mechanisms could include:
  - 18.1 charges for parking;
  - 18.2 limiting the number of off-street parking spaces;
  - 18.3 establishing minimum and maximum parking requirements;
  - 18.4 commute trip reduction (CTR) measures; and
  - 18.5 develop CTR programs for multiple employers not otherwise affected by law.
- 19. Centers should receive a high priority for the location of high capacity stations and/or transit centers.
- 20. Locate higher densities/intensities of use close to transit stops within centers.
  - 20.1 create a core area to support transit use.
  - 20.2 allow/encourage all types of transit facilities (transit centers, bus pullouts, etc.) within centers.
  - 20.3 establish incentives for developers to provide transit supportive amenities.
- 21. Allow on-street parking within centers in order to narrow the streetscape, provide a buffer between moving traffic and pedestrians, and provide common parking areas.
- 22. Provisions for non-motorized transportation shall be provided, including but not limited to:
  - 22.1 bicycle-friendly roadway design;
  - 22.2 wider outside lane or shared parking/bike lanes;

- 22.3 bike-activated signals;
- 22.4 covered, secure bicycle parking at all places of employment;
- 22.5 bicycle racks; and
- 22.6 pedestrian pathways.

#### *Implementation Strategies*

- 23. Jurisdictions should consider incentives for development within Centers such as:
  - 23.1 streamlined permitting;
  - 23.2 financial incentives;
  - 23.3 density bonuses or transfer of development rights;
  - 23.4 master EISs to address environmental issues in advance of project proposals; and
  - 23.5 shared mitigation such as stormwater detention and joint parking.
- 24. Centers shall be given priority consideration for that portion of county-wide and regional funding distribution oriented for urban transportation improvements.

### **METROPOLITAN CENTER**

#### *Vision*

- 25. Metropolitan Centers function as anchors within the region for a high density mix of business, residential, public, cultural and recreational uses, and day and night activity. They are characterized by their historic role as the central business districts and regional center of commerce. Metropolitan centers may also serve national or international roles.

#### *Design*

- 26. Metropolitan Centers shall plan for a development pattern that will provide a successful mix of uses and densities that will efficiently support high capacity transit and shall meet the following criteria:
  - 26.1 a minimum of 50 employees per gross acre of non-residential lands;

- 26.2 a minimum of 15 households per gross acre;
- 26.3 a minimum of 30,000 employees; and
- 26.4 not exceed a maximum of 1-1/2 square miles in size.

*Transportation, Parking and Circulation*

- 27. Metropolitan Centers shall be planned to have fast and frequent high capacity transit and other forms of transit.

**URBAN CENTER**

*Vision*

- 28. Urban Centers are locations which include a dense mix of business, commercial, residential and cultural activity within a compact area. Urban Centers are targeted for employment and residential growth, excellent transportation service, including fast, convenient high capacity transit service, as well as investment in major public amenities.

*Design*

- 29. Urban Centers will plan for and meet the following criteria:
  - 29.1 a minimum of 25 employees per gross acre of non-residential lands;
  - 29.2 a minimum of 10 households per gross acre;
  - 29.3 a minimum of 15,000 employees; and
  - 29.4 not to exceed a maximum of 1-1/2 square miles in size.

*Transportation, Parking and Circulation*

- 30. Urban Centers have fast and frequent high capacity transit, as well as other forms of transit.

**TOWN CENTER**

*Vision*

- 31. Town Centers are local focal points where people come together for a variety of

activities, including business, shopping, living and recreation. These centers may include the core of small to medium sized cities and may also be located in unincorporated areas. Often Town Centers include a strong public presence because they are the location of city hall, main street and other public spaces.

### *Design*

32. Town Centers will be characterized by a compact urban form that includes a moderately dense mix of locally-oriented retail, jobs and housing that promotes walking, transit usage and community activity.
  - 32.1 Town Centers will be developed at a higher density than surrounding urban areas to take advantage of connecting transit centers.
  - 32.2 small scale forms of intensification such as accessory housing units and development of vacant lots and parking lots help achieve the qualities of centers while preserving neighborhood character.
33. Town Centers shall plan for a development pattern that will provide a successful mix of uses and densities that will efficiently support transit. Each Town Center shall meet the following criteria:
  - 33.1 a minimum of 15 employees per gross acre of non-residential lands;
  - 33.2 a minimum of 7 households per gross acre;
  - 33.3 a minimum of 2,000 employees; and
  - 33.4 not to exceed a maximum of 1-1/2 square miles in size.

### *Transportation, Parking and Circulation*

34. At a minimum, Town Centers will be served by public transit and/or ferries which connect them to other centers and to the regional high capacity transit system. In some instances, Town Centers may have direct connections to high capacity transit.

## **MANUFACTURING/INDUSTRIAL CENTER**

### *Vision*

35. Manufacturing/Industrial Centers shall be locally determined and designated based on the following steps:

- 35.1 consistency with specific criteria for Manufacturing/Industrial Centers adopted within the County-Wide Planning Policies;
- 35.2 consideration of the Center's location in the county and region, especially relative to existing and proposed transportation facilities;
- 35.3 consideration of the total number of Manufacturing/Industrial Centers in the county that are needed over the next twenty years based on projected need for manufacturing/industrial land to satisfy regional projections of demand for manufacturing/industrial land uses;
- 35.4 environmental analysis which shall include demonstration that the jurisdiction is capable of concurrent service to new development;
- 35.5 adoption within the jurisdiction's comprehensive plan of the center's designation and provisions to ensure that job growth targeted to the Manufacturing/Industrial Center is achieved.

*Design*

36. Manufacturing/Industrial Centers shall be characterized by the following:
  - 36.1 clearly defined geographic boundaries;
  - 36.2 intensity of land uses sufficient to support alternatives to single-occupancy vehicle use;
  - 36.3 direct access to regional highway, rail, air and/or waterway systems for the movement of goods;
  - 36.4 provisions to prohibit housing; and
  - 36.5 identified transportation linkages to high density housing areas.
37. Provisions to achieve targeted employment growth should include:
  - 37.1 preservation and encouragement of the aggregation of vacant land parcels sized for manufacturing/industrial uses;
  - 37.2 prohibition of land uses which are not compatible with manufacturing/industrial and advanced technology uses;
  - 37.3 limiting the size and number of offices and retail uses and allowing only as

an accessory use to serve the needs of employees within centers; and

37.4 reuse and intensification of the land.

*Transportation, Parking and Circulation*

38. Transportation network within Manufacturing/Industrial Centers should provide for the needs of freight movement and employees by ensuring a variety of transportation modes such as transit, rail, and trucking facilities.
39. The transportation system within Manufacturing/Industrial Centers shall be built to accommodate truck traffic and acceleration. Review of projects should consider the infrastructure enhancements such as:
  - 39.1 turn lanes and turn pockets to allow turning vehicles to move out of through traffic lanes;
  - 39.2 designing turn lanes with a width to allow freight vehicles to turn without interrupting the flow of traffic in other lanes;
  - 39.3 designing the far side of intersections with acceleration lanes for trucking vehicles and heavy loads to facilitate traffic flow;
  - 39.4 constructing climbing lanes where necessary to allow for slow moving vehicles; and,
  - 39.5 providing off-street truck loading facilities to separate goods loading and unloading.
40. To facilitate traffic flow in the communities surrounding Manufacturing/Industrial Centers, truck delivery hours should be established.

*Implementation Strategies*

41. All jurisdictions will support transportation capital improvement projects which support access and movement of goods to Manufacturing/Industrial Centers.
42. Jurisdictions having a designated Manufacturing/Industrial Center shall:
  - 42.1 plan for and fund capital facility improvement projects which support the movement of goods;
  - 42.2 coordinate with utility providers to ensure that utility facilities are available

to serve such centers;

- 42.3 provide buffers around the Center to reduce conflicts with adjacent land uses;
- 42.4 facilitate land assembly; and
- 42.5 assist in recruiting appropriate businesses.

## COUNTY-WIDE PLANNING POLICY ON BUILDABLE LANDS

### Background Requirements of RCW 36.70A.215

RCW 36.70A.215 requires six counties, including Pierce County, to evaluate whether a county and its municipalities are achieving urban densities within urban growth areas. To do this, the counties and municipalities are to compare growth and development assumptions, targets, and objectives contained in the County-Wide Planning Policies and the County and city and town comprehensive plans with actual growth and development that has occurred. At a minimum, the evaluation is to determine if there is sufficient suitable land to accommodate the county-wide population projection and determine the density of housing that has been constructed and amount of land developed for commercial and industrial uses within the urban growth area. The following procedures have been developed to comply with these requirements. They are based on extensive review and discussion of recommendations developed through a cooperative effort with a consulting team. Pierce County staff, the Pierce County Growth Management Coordinating Committee (GMCC), and the Buildable Lands Project Oversight Committee of the GMCC. Detailed procedures, standards, and definitions for implementing this policy and complying with RCW 36.70A.215 are found in the current report titled *Pierce County Buildable Lands Procedures for Collecting and Monitoring Data*, hereinafter referred to as the *Procedures Report*.

### County-Wide Planning Policy

1. Each municipality within Pierce County shall provide to the County information on land development activities to the County or permitted for building and development and assist in an inventory of buildable lands, a parcel-specific buildable lands inventory to conduct a residential/commercial/industrial land capacity analysis for urban growth areas in Pierce County. The development activity information shall be incorporated into a population/employment capacity analysis of the jurisdiction's residential/commercial/industrial zoned lands to determine if there is sufficient suitable land to accommodate the county-wide population projection allocated to each jurisdiction. The County and municipalities shall follow the guidelines specified in the *Procedures Report* for the collection, monitoring, and analysis of development activity and potential residential/employment capacity.
2. Pierce County, in cooperation with the municipalities, shall prepare a Buildable Lands Capacity Report every five years, with the first report completed by September 2002. The report will detail growth, development, capacity, and the ability to accommodate future population and employment land needs, and

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consistency between comprehensive plan goals and actual densities for Pierce County and the municipalities within it.

3. Pierce County, in cooperation with the municipalities, shall conduct a consistency evaluation between the comprehensive plan goals and actual densities for Pierce County and the municipalities within it. The evaluation may be incorporated into the Buildable Lands Report or into a separate report.

34. The County and municipalities shall use the results of the Buildable Lands Capacity Report consistency evaluation to determine the most appropriate means to address identified inconsistencies between observed and planned densities and ensure sufficient suitable land to accommodate future population and employment needs between land capacity and needs. In addressing the inconsistencies, the County and municipalities shall identify reasonable measures, other than adjusting urban growth areas, that will may be taken to comply with the requirements of RCW 36.70A.215.

5. The County and each municipality shall resolve disputes between and among jurisdictions regarding inconsistencies in the collection and analysis of land development activities by first attempting to reach an agreement through negotiation or through a designated mediation process agreeable to all parties. In case of an impasse, the matter shall be referred to the Pierce County Regional Council for review and resolution.

## COUNTY-WIDE PLANNING POLICY ON AMENDMENTS AND TRANSITION

### ▪ Background - Requirements of Growth Management Act

The Washington Growth Management Act contemplates that the County-Wide Planning Policies will remain effective throughout the comprehensive plan preparation, adoption and implementation processes to ensure that municipal and county comprehensive plans are consistent, as required by the Act [RCW 36.70A.210(1)]. Because the factors, data and analysis upon which the County-Wide Planning Policies have been formulated are subject to change, it is important that a process be established to effectuate such changes, when appropriate and needed.

The Washington Growth Management Act requires that each County which adopts a comprehensive plan designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature [RCW 36.70A.110(1)]. As discussed above, the factors, data and analysis upon which the UGA designations are initially made are similarly subject to change.

~~The County-Wide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development provides that the County and each municipality in the County shall designate "tiers" within their designated urban growth areas. The "tier" delineations would be generally consistent with a primary urban growth area based on the 6-year comprehensive plan capital facility element; a secondary urban growth area based on the 7-13-year comprehensive plan capital facility element; and a tertiary urban growth area based on the 14-20-year comprehensive plan capital facility element. The "tier" delineations are not necessarily static; therefore, the County and each municipality in the County should adopt a process, as well as standards and criteria by which land can be shifted from one tier to another.~~

### ▪ County-Wide Planning Policy

1. County-Wide Planning Policies adopted pursuant to the Growth Management Act may be amended by Pierce County and ratified by the municipalities in the County using the same process by which the County-Wide Planning Policies are originally adopted as set forth in the Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991).

- 1.1 Ratification of a proposed amendment shall ~~the County-Wide Planning Policies~~ requires the affirmative response vote of 60% of the affected governments in the County (12 of 19) representing a minimum of 75% of

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the total Pierce County population as designated by the State of Washington Office of Financial Management ~~on June 28, 1991 (452,850 of 603,800) at the time of the proposed ratification.~~

- 1.2 Demonstration of ratification shall be by execution of an interlocal agreement or by adoption of an amendment to the initial Interlocal Agreement.
- 1.3 An amendment to the County-Wide Planning Policies or to any individual policy (all hereinafter referred to as proposed amendments) may be initiated by the County or any municipality in the County or by the Steering Committee ~~or its successor entity~~ Pierce County Regional Council. The proposed amendment shall include the following:
  - 1.3.1 the exact language of the proposed amendment (shown in "strike out" for deletions and "underlineation" for additions);
  - 1.3.2 a brief explanation of the need for the proposed amendment, including the factors, data or analyses that have changed since the original adoption of the County-Wide Planning Policies and/or the experiences with the existing County-Wide Planning Policies that have prompted the proposed amendment.
- 1.4 A proposed amendment to the County-Wide Planning Policies shall be initially referred to the Steering Committee ~~or its successor entity~~ Pierce County Regional Council for analysis and recommendation.
2. Urban Growth Area boundaries designated by the County pursuant to the Growth Management Act may be amended by Pierce County and accepted by the municipalities in the County pursuant to the same process by which the Urban Growth Areas were originally adopted and pursuant to subpolicies 1 and 2 of the "County-Wide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development."
  - 2.1 An amendment to Urban Growth Area boundaries may be initiated by the County or any municipality in the County. ~~or by the Steering Committee or its successor entity.~~
  - 2.2 A proposed amendment to Urban Growth Area boundaries shall include:
    - 2.2.1 a map indicating the existing urban growth area boundary and the proposed boundary modification;
    - 2.2.2 a statement indicating how, and the extent to which, the

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proposed boundary modification complies with each of the factors listed in subpolicies 2.2, 2.4, 2.5 and 2.6 of the County-Wide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development.

2.2.3 a statement indicating the factors, data or analyses that have changed since the designation of the initial Urban Growth Area boundaries and/or the experience with the existing Urban Growth Area boundaries that have prompted the proposed amendment.

~~2.3 The urban growth area of a jurisdiction may be expanded only if the jurisdiction's observed development densities are consistent with the planned density assumptions as documented in the most recently published Buildable Lands Report as required by RCW 36.70A.215.~~

~~2.3.1 If the consistency evaluation, as required through the County-Wide Planning Policies on Buildable Lands, policies 3, and 4, identifies an inconsistency between the observed and planned densities, the jurisdiction shall either:~~

- ~~1) demonstrate reasonable measures were adopted to rectify the inconsistencies. Documentation shall also be submitted that summarizes the monitoring results of the effectiveness of the measures in rectifying density inconsistencies; or~~
- ~~2) document updated development data that indicates consistency.~~

2.34 A proposed amendment to the Urban Growth Area boundaries shall be initially referred to the Steering Committee or its successor entity Pierce County Regional Council for its review analysis and recommendation.

~~3. "Tier" designations by the County, and each municipality in the County, pursuant to subpolicy 2.3 of the County Wide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development may be amended, and land in one tier may be shifted to another, only upon adoption by the County and/or affected municipality of a process, standards and criteria in accordance with these policies.~~

~~4. The existence of the Steering Committee shall be extended until October 1, 1992 and [the Pierce County Regional Council shall have the following additional responsibilities shall be added to those already specified in the Interlocal~~

December 17, 1996 2004

Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, dated September 24, 1991.)

- 4.3.1 development of model, uniform implementation methodologies for the County, and all cities in the County, to be used at their discretion;
- 4.3.2 assistance in resolution of interjurisdictional disputes;
- 4.3.3 input to joint planning issues in Urban Growth Areas;
- 4.3.4 input with respect to County-wide facilities;
- 4.3.5 advice and consultation on phased development, short plats, vested rights and related issues;
- 4.3.6 coordination of these responsibilities with the Puget Sound Regional Council;
- 4.3.7 making a recommendation on the respective location of municipal and the County Urban Growth Area boundaries consistent with these policies;
- 4.3.8 making a recommendation with regard to dissolution of the Boundary Review Board;
- 4.3.9 monitoring development in the County, including population and employment growth and its effect on the development capacity within urban growth areas;
- 4.3.10 advice and consultation on population disaggregation.



**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**  
**DATE: JANUARY 24, 2005**  
**SUBJECT: 2004 FOURTH QUARTER FINANCE REPORT**

The 2004 fourth quarter financial reports are attached.

Total resources for all funds (revenues and beginning fund balances) were 110% of the 2004 annual budget. Annual revenues (excluding beginning fund balances) were 103% and expenditures (excluding ending fund balances) were 81% of the annual budget.

General Fund revenues (excluding beginning balance) were 101% of budget in 2004, while General Fund expenditures were 87% of budget. All departments were within the 2004 annual budget.

The Street Fund ended 2004 within budget and with a \$920,000 ending fund balance. \$330,000 of the balance is a prepayment by the state for its share of the roundabout project at 36<sup>th</sup> and Point Fosdick.

2004 Hotel-Motel taxes were \$206,000. This is up over the \$198,000 received in 2003 and is our best year since the tax was enacted. 2003 Hotel-Motel expenditures were \$201,000.

The Civic Center Debt Reserve Fund had interest earnings of \$13,000 and has an ending fund balance of \$1,313,000.

Water, Sewer and Storm operating revenues were 104%, 101% and 98% of budget (excluding beginning fund balances and year-end accruals). Water, Sewer and Storm expenses (excluding ending fund balances) were 79%, 97% and 65% of budget.

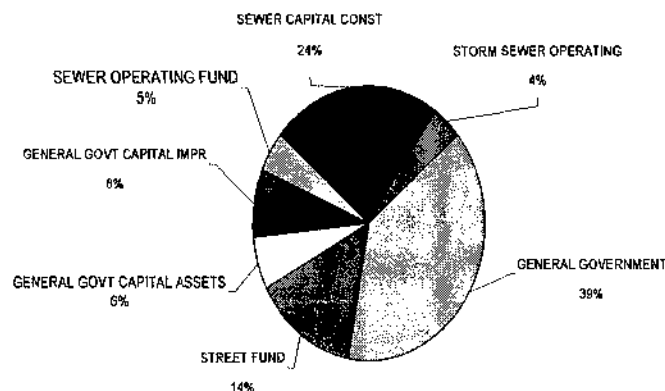
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF DECEMBER 31, 2004**

FUND NO.	DESCRIPTION	BEGINNING	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING
		BALANCE				BALANCE
001	GENERAL GOVERNMENT	\$ 2,682,190	\$ 6,483,171	\$ 6,332,940	\$ (319,403)	\$ 2,513,019
101	STREET FUND	1,342,606	1,206,050	1,501,679	(127,247)	919,730
105	DRUG INVESTIGATION FUND	1,100	8,318	136	-	9,283
107	HOTEL-MOTEL FUND	262,552	208,766	200,804	(4,226)	266,288
108	PUBLIC ART CAPITAL PROJECTS	-	10,066	-	-	10,066
109	PARK ACQUISITION FUND	525,937	101,036	141,500	(466,061)	19,412
110	CIVIC CENTER DEBT RESERVE	998,821	312,858	-	1,632	1,313,310
208	91 GO BONDS & 97 LTGO BONDS	54,689	870,449	912,776	-	12,362
209	2000 NOTE REDEMPTION FUND	2,740	112,501	108,156	-	7,084
210	LID NO. 99-1 GUARANTY	80,766	755	-	-	81,521
301	GENERAL GOVT CAPITAL ASSETS	176,725	236,042	11,609	-	401,158
305	GENERAL GOVT CAPITAL IMPR	281,577	237,400	-	-	518,977
309	IMPACT FEE-TRUST AGENCY FUND	189,193	170,783	-	1,711	361,688
401	WATER OPERATING FUND	254,438	766,505	690,564	(14,780)	315,599
402	SEWER OPERATING FUND	178,563	1,514,629	1,434,364	45,979	304,807
407	UTILITY RESERVE	36,253	495	-	-	36,748
408	UTILITY BOND REDEMPTION	9,994	283,921	213,119	-	80,796
410	SEWER CAPITAL CONST	1,210,703	534,189	206,829	(18,514)	1,519,549
411	STORM SEWER OPERATING FUND	228,729	422,415	384,333	(3,463)	263,349
420	WATER CAPITAL ASSETS	200,959	202,073	254,819	(8,259)	139,954
605	LIGHTHOUSE MAINTENANCE TRUST	1,781	23	-	-	1,804
631	MUNICIPAL COURT	-	77,330	72,046	(5,284)	-
		<b>\$ 8,720,315</b>	<b>\$ 13,759,776</b>	<b>\$ 12,465,672</b>	<b>\$ (917,915)</b>	<b>\$ 9,096,504</b>

**COMPOSITION OF CASH AND INVESTMENTS  
AS OF DECEMBER 31, 2004**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		0.9500%	366,915
LOCAL GOVERNMENT INVESTMENT POOL		1.5181%	6,429,289
FEDERAL HOME LOAN BANK	03/17/06	2.5500%	600,000
FEDERAL HOME LOAN BANK	11/27/06	3.2000%	500,000
FEDERAL HOME LOAN BANK	12/19/05	2.8100%	700,000
BANK OF AMERICA - CD	06/06/05	2.4600%	500,000
			<b>\$ 9,096,504</b>

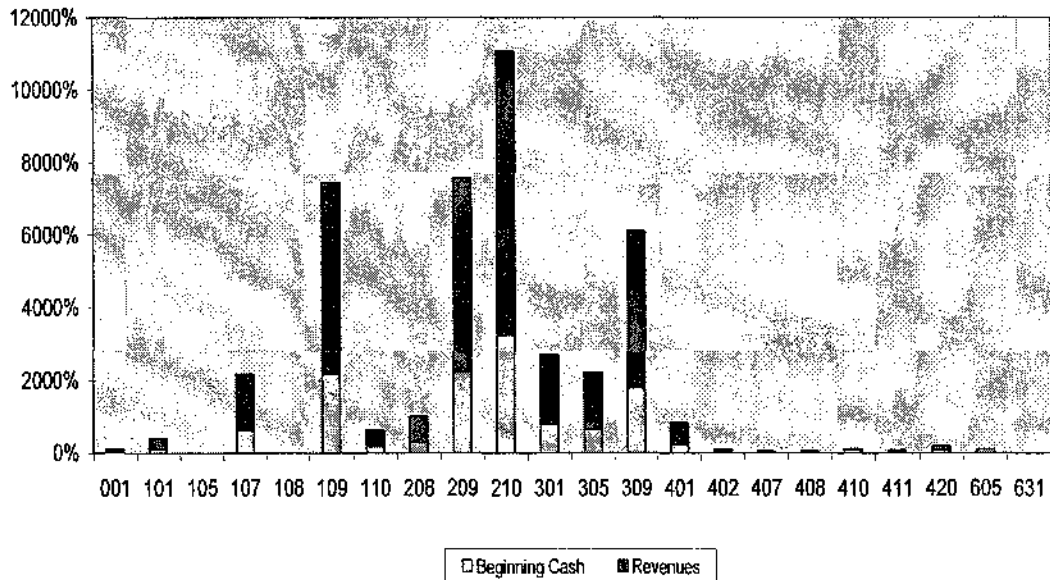
**Ending Cash Balances By Fund**



**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF DECEMBER 31, 2004**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 8,383,670	\$ 9,165,361	\$ (781,691)	109%
101	STREET FUND	2,239,377	2,548,657	(309,280)	114%
105	DRUG INVESTIGATION FUND	287	9,418	(9,131)	3282%
107	HOTEL-MOTEL FUND	423,922	471,318	(47,396)	111%
108	PUBLIC ART CAPITAL PROJECTS	10,250	10,066	184	98%
109	PARK ACQUISITION FUND	122,970	626,972	(504,002)	510%
110	CIVIC CENTER DEBT RESERVE	1,427,850	1,311,678	116,172	92%
208	91 GO BONDS & 97 LTGO BONDS	918,385	925,138	(6,753)	101%
209	2000 NOTE REDEMPTION FUND	121,204	115,240	5,964	95%
210	LID NO. 99-1 GUARANTY	82,785	81,521	1,264	98%
301	GENERAL GOVT CAPITAL ASSETS	339,348	412,766	(73,418)	122%
305	GENERAL GOVT CAPITAL IMPROVEMENT	413,154	518,977	(105,823)	126%
309	IMPACT FEE-TRUST AGENCY FUND	150,000	359,977	(209,977)	240%
401	WATER OPERATING	1,103,761	1,020,943	82,818	92%
402	SEWER OPERATING	1,713,315	1,693,192	20,123	99%
407	UTILITY RESERVE	82,919	36,748	46,171	44%
408	UTILITY BOND REDEMPTION FUND	648,886	293,915	354,971	45%
410	SEWER CAPITAL CONSTRUCTION	1,352,715	1,744,893	(392,178)	129%
411	STORM SEWER OPERATING	719,900	651,145	68,755	90%
420	WATER CAPITAL ASSETS	210,094	403,032	(192,938)	192%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	1,804	(83)	105%
631	MUNICIPAL COURT		77,330	(77,330)	
		<b>\$ 20,466,513</b>	<b>\$ 22,480,090</b>	<b>\$ (2,013,577)</b>	<b>110%</b>

**Resources as a Percentage of Annual Budget**

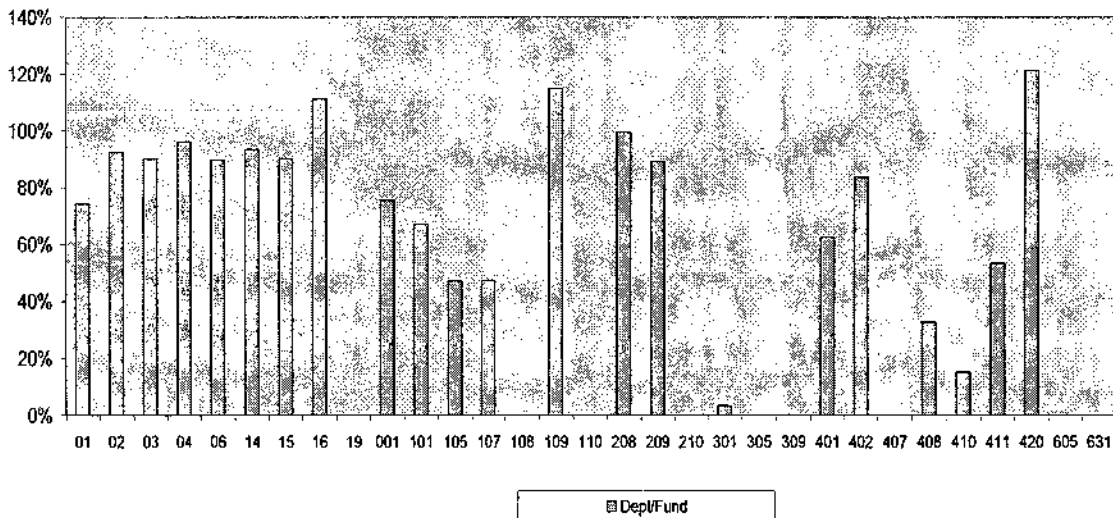




CITY OF GIG HARBOR  
 YEAR-TO-DATE EXPENDITURE SUMMARY  
 AND COMPARISON TO BUDGET  
 FOR PERIOD ENDING DECEMBER 31, 2004

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,325,700	\$ 1,726,063	\$ 599,637	74%
02	LEGISLATIVE	30,600	28,260	2,340	92%
03	MUNICIPAL COURT	423,420	381,258	42,162	90%
04	ADMINISTRATIVE/FINANCIAL	700,160	673,111	27,049	96%
06	POLICE	1,963,950	1,760,115	203,835	90%
14	COMMUNITY DEVELOPMENT	950,850	888,636	62,214	93%
15	PARKS AND RECREATION	678,550	611,983	66,567	90%
16	BUILDING	236,900	263,513	(26,613)	111%
19	ENDING FUND BALANCE	1,073,540	-	1,073,540	
001	TOTAL GENERAL FUND	8,383,670	6,332,940	2,050,730	76%
101	STREET FUND	2,239,377	1,501,679	737,698	67%
105	DRUG INVESTIGATION FUND	287	136	152	47%
107	HOTEL-MOTEL FUND	423,922	200,804	223,118	47%
108	PUBLIC ART CAPITAL PROJECTS	10,250	-	10,250	
109	PARK ACQUISITION FUND	122,970	141,500	(18,530)	115%
110	CIVIC CENTER DEBT RESERVE	1,427,850	-	1,427,850	
208	91 GO BONDS & 97 LTGO BONDS	918,385	912,776	5,609	99%
209	2000 NOTE REDEMPTION FUND	121,204	108,156	13,048	89%
210	LID NO. 99-1 GUARANTY	82,785	-	82,785	
301	GENERAL GOVT CAPITAL ASSETS	339,348	11,609	327,740	3%
305	GENERAL GOVT CAPITAL IMPROVEMENT	413,154	-	413,154	
309	IMPACT FEE-TRUST AGENCY FUND	150,000	-	150,000	
401	WATER OPERATING	1,103,761	690,564	413,197	63%
402	SEWER OPERATING	1,713,315	1,434,364	278,951	84%
407	UTILITY RESERVE	82,919	-	82,919	
408	UTILITY BOND REDEMPTION FUND	648,886	213,119	435,767	33%
410	SEWER CAPITAL CONSTRUCTION	1,352,715	206,829	1,145,886	15%
411	STORM SEWER OPERATING	719,900	384,333	335,567	53%
420	WATER CAPITAL ASSETS	210,094	254,819	(44,725)	121%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	-	1,721	
631	MUNICIPAL COURT	-	72,046	(72,046)	
		<b>\$ 20,466,513</b>	<b>\$ 12,465,672</b>	<b>\$ 8,000,841</b>	<b>61%</b>

**Expenditures as a Percentage of Annual Budget**



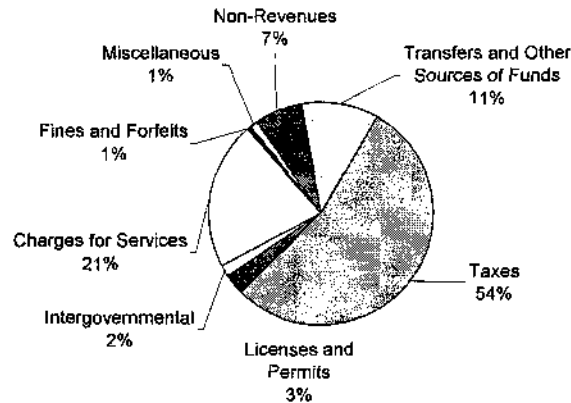
**CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING DECEMBER 31, 2004**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 7,459,810
Licenses and Permits	413,509
Intergovernmental	247,317
Charges for Services	2,915,683
Fines and Forfeits	86,600
Miscellaneous	165,288
Non-Revenues	940,657
Transfers and Other Sources of Funds	1,530,912
Total Revenues	<u>13,759,776</u>
Beginning Cash Balance	8,720,315
Total Resources	<u>\$ 22,480,090</u>

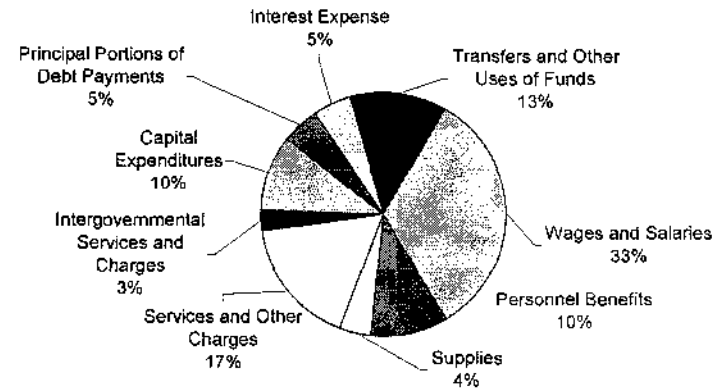
**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING DECEMBER 31, 2004**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 4,119,048
Personnel Benefits	1,292,551
Supplies	507,766
Services and Other Charges	2,108,118
Intergovernmental Services and Charges	336,029
Capital Expenditures	1,273,647
Principal Portions of Debt Payments	608,348
Interest Expense	643,119
Transfers and Other Uses of Funds	1,577,046
Total Expenditures	<u>12,465,672</u>
Ending Cash Balance	9,096,504
Total Uses	<u>\$ 21,562,176</u>

**Revenues by Type - All Funds**



**Expenditures by Type - All Funds**



CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2004

	SPECIAL REVENUE FUNDS											TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL MOTEL	108 PUBLIC ART PROJECTS	109 PARK ACQUISITION	110 CIVIC CENTER DEBT RESERVE	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	
CASH	\$ 76,381	\$ 49,655	\$ 501	\$ 14,376	\$ 543	\$ 1,048	\$ 6,117	\$ 21,658	\$ 28,019	\$ 19,527	\$ 97	\$ 141,542
INVESTMENTS	2,436,638	870,076	8,781	251,912	9,522	18,364	1,307,193	379,500	490,958	342,161	1,706	3,680,173
RECEIVABLES	45,595	16,119	-	585	-	-	-	-	-	-	-	16,704
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>2,558,614</b>	<b>935,850</b>	<b>9,283</b>	<b>266,873</b>	<b>10,066</b>	<b>19,412</b>	<b>1,313,310</b>	<b>401,158</b>	<b>518,977</b>	<b>361,688</b>	<b>1,804</b>	<b>3,838,420</b>
LIABILITIES												
CURRENT	233,056	222,473	-	5,409	-	-	-	-	-	1,711	-	229,593
LONG TERM	26,042	8,704	-	-	-	-	-	-	-	-	-	8,704
<b>TOTAL LIABILITIES</b>	<b>259,098</b>	<b>231,177</b>	<b>-</b>	<b>5,409</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,711</b>	<b>-</b>	<b>238,297</b>
FUND BALANCE:												
BEGINNING OF YEAR	2,149,284	1,000,301	1,100	253,502	-	59,876	1,000,453	176,725	281,577	189,193	1,781	2,964,507
Y-T-D REVENUES	6,483,171	1,206,050	8,318	208,766	10,066	101,036	312,858	236,942	237,400	170,783	23	2,491,342
Y-T-D EXPENDITURES	(6,332,940)	(1,501,679)	(136)	(200,804)	-	(141,500)	-	(11,609)	-	-	-	(1,855,726)
<b>ENDING FUND BALANCE</b>	<b>2,299,516</b>	<b>704,673</b>	<b>9,283</b>	<b>261,464</b>	<b>10,066</b>	<b>19,412</b>	<b>1,313,310</b>	<b>401,158</b>	<b>518,977</b>	<b>359,977</b>	<b>1,804</b>	<b>3,600,123</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>2,558,614</b>	<b>935,850</b>	<b>9,283</b>	<b>266,873</b>	<b>10,066</b>	<b>19,412</b>	<b>1,313,310</b>	<b>401,158</b>	<b>518,977</b>	<b>361,688</b>	<b>1,804</b>	<b>3,838,420</b>

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2004**

	208 91 GO BONDS SOUNDVIEW DR	209 2000 NOTE REDEMPTION	210 LID 99-1 GUARANTY	TOTAL DEBT SERVICE
CASH	\$ 667	\$ 382	\$ 4,401	\$ 5,451
INVESTMENTS	11,695	6,702	77,120	95,516
RECEIVABLES	1,287	-	-	1,287
FIXED ASSETS	-	-	-	-
OTHER	-	-	-	-
<b>TOTAL ASSETS</b>	<b>13,649</b>	<b>7,084</b>	<b>81,521</b>	<b>102,254</b>
<b>LIABILITIES</b>				-
CURRENT	-	-	-	-
LONG TERM	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE:</b>				-
BEGINNING OF YEAR	55,976	2,740	80,766	139,481
Y-T-D REVENUES	870,449	112,501	755	983,705
Y-T-D EXPENDITURES	(912,776)	(108,156)	-	(1,020,932)
<b>ENDING FUND BALANCE</b>	<b>13,649</b>	<b>7,084</b>	<b>81,521</b>	<b>102,254</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 13,649</b>	<b>\$ 7,084</b>	<b>\$ 81,521</b>	<b>\$ 102,254</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2004

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$ 17,133	\$ 16,551	\$ 1,984	\$ 4,362	\$ 82,038	\$ 14,218	\$ 7,556	\$ 143,841
INVESTMENTS	298,466	288,256	34,764	76,434	1,437,511	249,131	132,398	2,516,961
RECEIVABLES	61,583	176,904	-	34,783	2,637	61,086	-	336,993
FIXED ASSETS	3,329,423	9,458,254	-	-	566,780	767,106	1	14,121,564
OTHER	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>3,706,605</b>	<b>9,939,965</b>	<b>36,748</b>	<b>115,580</b>	<b>2,088,966</b>	<b>1,091,541</b>	<b>139,955</b>	<b>17,119,360</b>
<b>LIABILITIES</b>								
CURRENT	25,440	41,549	-	194,732	625	17,855	48,859	329,059
LONG TERM	45,379	50,944	-	2,086,960	-	28,933	-	2,212,216
<b>TOTAL LIABILITIES</b>	<b>70,819</b>	<b>92,493</b>	<b>-</b>	<b>2,281,692</b>	<b>625</b>	<b>46,788</b>	<b>48,859</b>	<b>2,541,276</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	3,559,846	9,767,208	36,253	(2,236,915)	1,760,980	1,006,671	143,842	14,037,884
Y-T-D REVENUES	766,505	1,514,629	495	283,921	534,189	422,415	202,073	3,724,228
Y-T-D EXPENDITURES	(690,564)	(1,434,364)	-	(213,119)	(206,829)	(384,333)	(254,819)	(3,184,028)
<b>ENDING FUND BALANCE</b>	<b>3,635,786</b>	<b>9,847,472</b>	<b>36,748</b>	<b>(2,166,112)</b>	<b>2,088,341</b>	<b>1,044,753</b>	<b>91,096</b>	<b>14,578,084</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 3,706,605</b>	<b>\$ 9,939,965</b>	<b>\$ 36,748</b>	<b>\$ 115,580</b>	<b>\$ 2,088,966</b>	<b>\$ 1,091,541</b>	<b>\$ 139,955</b>	<b>\$ 17,119,360</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2004

	FIDUCIARY		ACCOUNT GROUPS		TOTAL ACCOUNT GROUPS	TOTAL
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP			
CASH	\$ -	\$ -	\$ -	\$ -	\$ -	367,215
INVESTMENTS	-	-	-	-	-	8,729,289
RECEIVABLES	-	-	-	-	-	400,580
FIXED ASSETS	-	18,586,837	-	-	18,586,837	32,708,400
OTHER	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>-</b>	<b>18,586,837</b>	<b>-</b>	<b>-</b>	<b>18,586,837</b>	<b>42,205,484</b>
<b>LIABILITIES</b>						
CURRENT	-	-	-	-	-	791,708
LONG TERM	-	-	-	-	-	2,246,962
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,038,670</b>
<b>FUND BALANCE:</b>						
BEGINNING OF YEAR	(5,284)	18,586,837	-	-	18,586,837	37,872,710
Y-T-D REVENUES	77,330	-	-	-	-	13,759,776
Y-T-D EXPENDITURES	(72,046)	-	-	-	-	(12,465,672)
<b>ENDING FUND BALANCE</b>	<b>0</b>	<b>18,586,837</b>	<b>-</b>	<b>-</b>	<b>18,586,837</b>	<b>39,166,814</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 0</b>	<b>\$ 18,586,837</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,586,837</b>	<b>\$ 42,205,484</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
BY FUND TYPE  
AS OF DECEMBER 31, 2004

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
<b>ASSETS</b>								
CASH	\$ 76,381	\$ 141,542	\$ 5,451	\$ 223,374	\$ 143,841	\$ -	\$ -	\$ 367,215
INVESTMENTS	2,436,638	3,680,173	95,516	6,212,327	2,516,961	-	-	8,729,289
RECEIVABLES	45,595	16,704	1,287	63,587	336,993	-	-	400,580
FIXED ASSETS	-	-	-	-	14,121,564	-	18,586,837	32,708,400
OTHER	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>2,558,614</b>	<b>3,838,420</b>	<b>102,254</b>	<b>6,499,288</b>	<b>17,119,360</b>	<b>-</b>	<b>18,586,837</b>	<b>42,205,484</b>
<b>LIABILITIES</b>								
CURRENT	233,056	229,593	-	462,649	329,059	-	-	791,708
LONG TERM	26,042	8,704	-	34,746	2,212,216	-	-	2,246,962
<b>TOTAL LIABILITIES</b>	<b>259,098</b>	<b>238,297</b>	<b>-</b>	<b>497,395</b>	<b>2,541,276</b>	<b>-</b>	<b>-</b>	<b>3,038,670</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	2,149,284	2,964,507	139,481	5,253,273	14,037,884	(5,284)	18,586,837	37,872,710
Y-T-D REVENUES	6,483,171	2,491,342	983,705	9,958,218	3,724,228	77,330	-	13,759,776
Y-T-D EXPENDITURES	(6,332,940)	(1,855,726)	(1,020,932)	(9,209,598)	(3,184,028)	(72,046)	-	(12,465,672)
<b>ENDING FUND BALANCE</b>	<b>2,299,516</b>	<b>3,600,123</b>	<b>102,254</b>	<b>6,001,893</b>	<b>14,578,084</b>	<b>0</b>	<b>18,586,837</b>	<b>39,166,814</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 2,558,614</b>	<b>\$ 3,838,420</b>	<b>\$ 102,254</b>	<b>\$ 6,499,288</b>	<b>\$ 17,119,360</b>	<b>\$ 0</b>	<b>\$ 18,586,837</b>	<b>\$ 42,205,484</b>



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEVE OSGUTHORPE, AICP** 4.0.  
**PLANNING & BUILDING MANAGER**  
**SUBJECT: POTENTIAL TEXT AMENDMENTS CREATING A WATERFRONT**  
**VIEW CORRIDOR AND RELATED DEVELOPMENT**  
**STANDARDS PRIOR TO LIFTING BUILDING SIZE**  
**MORATORIUM**  
**DATE: JANUARY 24, 2005**

**INFORMATION/BACKGROUND**

On January 10, 2005, the Council adopted an ordinance extending the building size moratorium for an additional 90 days. The ordinance defined a time frame for developing standards that would be adopted prior to the moratorium expiration date. The time frame specified that the Council would finalize proposed text amendments at their January 24, 2005 Council meeting. The staff has therefore drafted for the Council's consideration text amendments that generally reflect the outline of potential amendments included in the staff report to the Council at the last Council meeting. The amendments would apply to both Chapter 17.99 (Design Manual) and Chapter 17.31 (Downtown Business District). While a full ordinance containing these changes has not been completed, the actual text amendments that would be included in an ordinance are attached for discussion purposes.

The only change between what is now drafted and what was listed in the last staff report to the Council pertains to the use of floor area ratios (FAR's). Rather than applying these as an alternative to the limited footprint proposal, the FAR would be in addition to the limited footprint proposal and would be applied the same to both single family residential, multifamily residential and non-residential. The FAR would therefore provide an extra level of precaution in terms of making sure that the combined square footage of all buildings on a site are not out of proportion to the lot area, whether it be a single structure on a very small lot, or several multiple structures on a very large lot.

These changes would be processed as Council-initiated text amendments. Council should therefore make sure that there is general consensus on the draft proposal. That is not to say that they need to be finalized at every detail. For example, an exact FAR need not be determined at this time. The Council can direct the staff to explore various FAR's during the amendment review process.

Typically, text amendments are forwarded to the Planning Commission only, but because these would also involve changes to the Design Manual chapter of the



code, it is appropriate to receive input from the Design Review Board also. To stay within the 90-day time frame, the staff will schedule a joint work session with these two groups.

**RECOMMENDATION**

The staff recommends that the Council consider the attached draft amendments and agree upon final wording for processing as Council-initiated text amendments.

## DRAFT TEXT AMENDMENTS

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### Chapter 17.99

#### City of Gig Harbor Design Manual

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### SECTION 1 – NEIGHBORHOOD CONTEXT

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#### 1.7.01 Waterfront View Corridors

Waterfront View Corridors are identified on the City's Visually Sensitive Areas Map (Appendix "A"). They include all property located between the shoreline of Gig Harbor bay and Harborview Drive and all property located between the shoreline of Gig Harbor bay and North Harborview Drive.

#### 1.7.02 Waterfront View Corridor Standards

All development within Waterfront View Corridors shall conform to the following development and landscape standards.

##### 1. SETBACKS

The minimum setback standards of Section 2.8 and 2.9 of this chapter shall apply, except that side yard setbacks shall increase progressively from the minimum setbacks, beginning at a point 50 feet waterward of the waterfront view corridor right-of-way. The progressive increase in the setback shall be 0.15 feet for every one foot of decreased distance from the shoreline's edge.

##### 2. BUILDING SEPERATION

Multiple buildings on the same site shall be separated by an unobstructed 20-foot wide view corridor extending from the waterfront view corridor right-of-way to the edge of the shoreline, and shall be at least 10 feet apart in other locations on the site.

##### 3. BUILDING MASSING

Structures shall be limited to a footprint of 2000 square feet, which may be extended to accommodate a front porch or colonnade. Within this footprint, all structures, including non-residential or multifamily structures, are eligible for the height and massing allowed for Basic Structure Units (BSU's) as described under Section 3.14.02(1)(b) of this chapter. In no

case may the combined square footage of structures on a site exceed a floor area ratio (FAR) of 0.25.

\* FAR standards do not supersede impervious coverage requirements that may apply to a district. Both FAR and impervious coverage requirements must be met.

4. FENCING & HEDGES

Fences and hedges shall be limited to a height of 3 feet from finished grade, except that fences serving as guardrails required under the building code shall not exceed the minimum height required by the building code.

5. LANDSCAPING IN SIDE YARDS

In addition to the landscaping provisions of Section 2.2.01 of this chapter, the following additional landscaping standards apply to all side yards and in all view corridors between structures:

- a. Trees are prohibited.
- b. Shrubs and bushes shall not exceed a height of 5 feet, except that shrubs or bushes that form a continuous vegetative mass in a hedge or hedge-like fashion shall not exceed a height of 3 feet.
- c. Landscaping plans submitted for non-residential and multifamily residential development under the provisions of Section 17.96.050 shall specify plant species in side yards that are not expected to grow higher than 5 feet.

.....  
GLOSSARY

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**Floor Area Ratio (FAR).** The total floor area of all structures on a single lot or site as a proportion to the total lot or site area lying upland of the ordinary high water mark. For example, a 0.5 FAR allows 0.5 square feet of floor area for every square foot of lot area. Total floor area shall include each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space with a finished ceiling height 5 feet or greater, including garages, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and canopies, but excluding eave overhangs open carports, decks, and porches which are incidental and secondary extensions of a fully enclosed structure

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**Chapter 17.31**

**DOWNTOWN BUSINESS DISTRICT (DB)**

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**17.31.75 Maximum Building Size**

In the DB district, the maximum building size shall be 6,500 square feet. Multiple buildings on the same site shall be separated by a non-penetrated fire wall as defined in the International Fire Code, and each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site.)  
.....

January 24, 2005

Robert G. Frisbie  
9720 Woodworth Avenue  
Gig Harbor, WA 98332  
Phone: 253-224-3524  
Email: [bobfrisbie@toxininternet.com](mailto:bobfrisbie@toxininternet.com)

To: Honorable Mayor and City Council

Subject: Waterfront View Corridors

I've been watching with interest the City's moratorium and offer the following comments:

1. I believe it is important to recognize that there are various zoning districts on the lower side of Harborview Drive. These include Waterfront Commercial, Waterfront Millville and Waterfront Residential.
2. Since the Waterfront Residential Zone generally begins at Peacock and extends to the City Limits, it is my opinion that the City should not be imposing any of these additional regulations to this district. The City has in the past respected the privacy of the residential home and I believe it should continue to do so in this district so long as the use of this district remains single family. My belief centers around the fact that the City has yet to adopt the proposed standards for other single family lots within the view basin. Gig Harbor is fortunate to have the topography that it has so that so many single family lots may have a view of Gig Harbor bay. The City over the years have done a great job of providing view and water access opportunities to Gig Harbor residents and visitors. These include but are not limited to: Ferry Landing, street end by the Tides Tavern, the viewing area on the Russell building, Jericich Park, the Dorotich Street end viewing platform constructed by Stan Sterns, the Novak Street end, the Murphy's Landing waterfront walk and the Murphy's Landing site development restriction limiting development to what is in place today, the Bogue viewing platform and the hill climb stairs and platforms by the Shoreline.
3. I also ask that the Council exclude the Waterfront Millville district from this new standard. Waterfront Millville is probably the only zone within the City of Gig Harbor that was drafted by the residents. The residents have been the one's to insert provisions excluding outside phone pay phones, the exclusion of food preparation facilities such as deep fat fryers and restrictions as to operating hours of various establishments so that food cooking odors and patrons coming and going would not interfere with the tranquil lives single family homes in WM enjoy
4. As testimony to the effectiveness of the WM zone I note that no construction has taken place within this zone for 10 years. Stan Sterns sued the City over various elements of the zone and lost. I believe the zoning standards within the WM zone will continue to stand the test of time.

Summary: I ask that the Council omit the WR and WC zones from the waterfront corridor standards being considered.