

Gig Harbor City Council Meeting

**February 14, 2005
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 14, 2005 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b) and pending litigation per RCW 42.30.100(1)(i).

PUBLIC HEARING:

1. Amending GHMC 17.67 to Add Public Schools to List of Performance-Based Height Exemptions.
2. First Reading of Ordinance – Supporting Continuation of a Moratorium on the Acceptance of Applications for Development in the Height Restriction Area for a Period of 90 Days.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of January 24, 2005.
2. Correspondence / Proclamations: Proclamation for Rotary Day.
3. Pioneer Way Overlay Project – Contract Award.
4. Civic Center Landscape Materials – Purchase Authorization.
5. Pt. Fosdick / 36th Street Roundabout Project – Dedication of Permanent Right-of-Way and Temporary Construction Easement and Memorandum of Understanding – Fairway Estates.
6. Olympic Drive / 56th Street Roadway Improvement Project – Dedication of Permanent Right-of-Way, Temporary Slope, Construction and Stormdrain Easement Agreements – Kelly Holdings LLC.
7. Pt. Fosdick / 56th Street Roadway Improvement Project – Consultant Services Contract Amendment No. 2.
8. Olympic Drive / 56th Street Roadway Improvement Project – Temporary Construction Easement – FGH Associates, LLC
9. Olympic Drive / 56th Street Roadway Improvement Project – Temporary Construction and Slope Easement Agreements – Rosenthal.
10. Boating Safety Program Agreement.
11. Amended Consultant Services Contract – Anchor Environmental, LLC.
12. 2005 Renewal – Pierce County Emergency Management Services.
13. Liquor License Renewals: Fraternal Order of Eagles #2809; Gig Harbor Shell Food Mart; Tides Tavern; Tokyo Teriyaki; Judson Street Café; Water to Wine.
14. Approval of Payment of Bills for February 14, 2005:
Checks #46147 through #46356 in the amount of \$742,140.28.
15. Approval of Payroll for January:
Checks #3595 through #3636 and direct deposit entries. Check #3621 is VOID.

OLD BUSINESS:

1. Second Reading of Ordinance – Amending GHMC 17.67 to Add Public Schools to List of Performance-Based Height Exemptions.
2. First Reading of Ordinance – Supporting Continuation of a Moratorium on the Acceptance of Applications for Development in the Height Restriction Area for a Period of 90 Days.
3. Pierce County 2005 Comprehensive Plan Amendments – Submitted Applications.

NEW BUSINESS:

1. Pierce County Interlocal Agreement – Pt. Fosdick / 36th Street Roundabout Project.
2. First Reading of Ordinance – Relating to Annexation and Zoning – North Donkey Creek Annexation (ANX 03-03).
3. Proposed Annexation – McCormick Ridge LLC (ANX 04-04).
4. First Reading of Ordinance – Making Assisted and Independent Living Facilities Count as Fractional Dwelling Units in Calculating Residential Density.

STAFF REPORT:

1. Community Development - 2005 Comprehensive Plan Amendments.
2. GHPD – Monthly Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

✓

GIG HARBOR CITY COUNCIL MEETING OF JANUARY 24, 2005

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

CALL TO ORDER: 7:01 p.m.

PLEDGE OF ALLEGIANCE:

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. 36th 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.

MOTION: Move to approve the consent agenda as presented.
Ruffo / Picinich – unanimously approved.

OLD BUSINESS:

1. Comprehensive Plan Update – Contract Amendment – Consultant Services Contract. John Vodopich gave an overview of four additional proposals to perform a wetland inventory. These were obtained at Council's request to compare with the proposed amendment to the AHBL, Inc. contract. He recommended authorizing the contract with AHBL, Inc. and Adolfsen Associations, Inc. to maintain consistency with the work already performed.

MOTION: Move to authorize an amendment to the consultant services contract with AHBL, Inc. for the Comprehensive Pan Update to

provide for a wetland inventory in an amount not to exceed Thirty-three Thousand Six Hundred Nine dollars (\$33,609.00).
Ruffo / Ekberg – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Providing for the Issuance and Sale of General Obligation Bond Anticipation Note (BAN). David Rodenbach, Finance Director, presented this ordinance that would allow the city to issue a short-term note in order to ensure adequate funds are available for the February 15th closing date to purchase the Eddon Boat Property. He gave an overview of the loan fees and interest rates, and read minor changes that had been made to the ordinance. He requested that the ordinance be passed at its first reading due to time constraints.

MOTION: Move to adopt Ordinance No. 987 with amendments as read.
Picinich / Ruffo – unanimously approved.

2. First Reading of Ordinance – Amending GHMC 17.67 to Add Public Schools to List of Performance-Based Height Exceptions. Steve Osguthorpe, Planning Manager, presented the background on this application by Peninsula School District to add schools to the list of performance-based height exceptions in the PI District, and to also add criteria pertaining specifically to how schools impact the view on adjacent properties. He explained that the Planning Commission has recommended approval of the proposed amendments conditioned upon a requirement that all aspects of a proposed performance-based height exception for a school be reviewed by the Design Review Board.

Mr. Osguthorpe said that staff is recommending against this requirement, because the purpose of the performance-based height exception is to allow the Hearing Examiner to review the function and technical need for the additional height. The need is more a function than a design issue. In addition, the criteria for a performance-based height exception are similar to that for a general variance or a conditional use permit. Neither requires approval by the Design Review Board. Finally, the performance-based height exception pertains to height; it is a dimensional standard, and the design standards have consistently precluded the DRB from the review of variations of height measurements.

Mr. Osguthorpe said that this will return at the February 14th meeting for a public hearing and second reading of the ordinance. He then addressed questions from Council.

Councilmember Franich asked for clarification on whether the new gymnasium design would function in the current gymnasium configuration.

Michael Katterman – AHBL, Inc. 316 Occidental Ave So. Ste 320, Seattle. Mr. Katterman, representing the Peninsula School District, explained that the new

gymnasium will be for multi-use purposes, such as performance space, and that is why it would not work in the current configuration.

Councilmember Franich suggested adding the language "for a gymnasium" to the ordinance under Section 17.67.020 A5 so that the performance based standards would only apply to gymnasiums and any future school designs would be subject to the existing height standards.

Councilmembers discussed this suggestion, but determined that it would be too limiting. Mr. Katterman pointed out that the Planning Commission had put a maximum height limitation in their recommendation, which had been incorporated into the ordinance.

Steve Osguthorpe mentioned the addition of the language to refer to the "Office of the Superintendent of Public Instruction." He explained that this would alleviate the concern that other types of schools that are not regulated by the state would fall under this ordinance. He added that there is language that requires the Design Review Board to review increased height required above and beyond what is necessary for performance to ensure design continuity.

3. Resolution for Interlocal Agreement - Amendments to the Pierce County Countywide Planning Policies. Mark Hoppen explained that during 2003 and 2004, both elected and appointed officials throughout Pierce County have been reviewing the County-wide Planning Policies. He said that these policies serve as a foundation to the city's Comprehensive Plans and zoning regulations. It also serves as a mechanism for jurisdictions to work out common problems and to address growth management planning issues. Mr. Hoppen gave an overview of the amendments being adopted and offered to answer questions.

Councilmember Young commended the efforts of Councilmember Berg of University Place for recognizing the importance of these issues and working on the amendments.

MOTION: Move to approve Resolution No. 640.
Ruffo / Conan – unanimously approved.

STAFF REPORTS:

1. 2004 Fourth Quarter Finance Report. David Rodenbach, Finance Director, reported that the year end report came out as expected. He offered to answer questions.

2. Potential Text Amendments Creating a Waterfront View Corridor and Related Development Standards Prior to Lifting the Building Size Moratorium. Steve Osguthorpe explained that Council extended the Building Size Moratorium at the January 10th meeting to allow time to develop standards to address some of the more immediate concerns that came from the public meetings. In addition, the ordinance identified a strict time frame for something to be adopted before the expiration of the moratorium. He then presented the proposed text amendments from the Community

Development Committee and asked for input on whether these are appropriate to submit as a Council initiated text amendment. He said that the only change in the draft text amendments from the last meeting pertains to the use of floor area ratio as an added layer of protection. This way, full development on a large parcel would respect the parcel size and site. In the situation of an extremely small parcel, using the floor area ratio would help to retain more transparency along the waterfront.

Mr. Osguthorpe continued to present information on other provisions of the proposed amendments that include setback provisions, building separation requirements, building footprint limits of 2000 s.f. that allow for a porch, and height limitations for fences and vegetation. He advised Council that these text amendments are for processing purposes, and the numbers included may be changed as it goes through the process. He said that the amendments also include a proposal to limit buildings to 6,500 s.f. in the DB Zone.

Councilmember Young asked for clarification as to whether language should be included to reflect the discussion to change the Finholm District from B-2 to DB, and whether the 6500 s.f. limit would be temporary. Steve Osguthorpe said that a more simple approach would be to call out a particular area and specify the limitation rather than to attempt a rezone to DB at this time. He stressed that the idea was to get something in place before the expiration of the moratorium, and then to proceed with the review of these changes, as well as to take a broader look at the building size issue during the upcoming charette process.

Mr. Osguthorpe continued to address questions and asked if Council wished to put these amendments forward as a Council initiated text amendment. He said that a joint worksession could be scheduled with the Planning Commission and the Design Review Board. A recommendation would come back to Council by April 11th.

Councilmember Ekberg explained that he had no problem forwarding the amendments for discussion, but wanted it made clear that until the public process was complete, he was not ready to give any direction, nor did he want it interpreted in this way. Other Councilmembers agreed. Councilmember Young stressed that this is a "placeholder" in order to continue the process.

Councilmember Franich asked what changes could be made before additional notice has to be forwarded to the state. Mr. Osguthorpe explained that the requirement is to notify the state of the intent to adopt code amendments, and it is better to scale back than to add to the scope. That would require additional noticing.

Mayor Wilbert recommended adding the term "for discussion" to the recommendation to forward these text amendments to the Planning Commission and Design Review Board.

3. Tim Shellburg – Lobbyist. Mark Hoppen introduced Mr. Shellburg, who worked for the city in Olympia this past year.

Mr. Shellburg gave a brief history of Smith Alling Lane Law Firm, which has been based in Tacoma for over twenty years. He then discussed several of the current issues slated for this legislative session. He finalized by saying that his approach is to work with AWC to track and get involved with issues that directly impact Gig Harbor, to build relationships with the delegation, making sure that our representatives have a place to quickly get information or to hear the city's opinions. He invited the Councilmembers to give him a call or to schedule a meeting.

Mayor Wilbert told Mr. Shellburg about her work with alternative transportation. He said that he would keep that in mind. Councilmember Young mentioned the change that has come about in recognition for Gig Harbor in Olympia since Mr. Shellburg began working for the city's interest.

PUBLIC COMMENT:

Robert Frisbie – 9720 Woodworth Avenue. Mr. Frisbie addressed the text amendments, recommending that it be expanded to take in the entire view basin rather than just the properties below Harborview. He said that it is important to recognize that there are three distinctive zoning districts below Harborview; Waterfront Commercial, Waterfront Millville, and Waterfront Residential. He continued to say that because there are so many regulations on the Waterfront Residential district, the city should not impose any more and should continue to respect the privacy of the residential home owners. Whatever standards are imposed in this zone need to be applied to all residential areas throughout the city. Mr. Frisbie then talked about the many view and water access opportunities currently available. He continued to say that his second request for Council is to exclude the Waterfront Millville district from the new standards. He explained that the residents drafted strict regulations within this zone to protect the tranquil living, and that this has been very effective, as no construction has taken place within this zone for ten years. The standards in place here have withheld several lawsuits over the years. He summarized by saying that there is opportunity for views and water access already; what is missing are regulations for the view basin above Harborview.

Dick Allen – 3603 Ross Avenue. Mr. Allen said that he has sat through several meetings since the construction of the Luengen, DRB, and the Sunshine buildings. These buildings brought about the public wanting to reduce the size and mass of the buildings in Gig Harbor. Now that views are being considered, he voiced his concerns over the proposed amendments, specifically the side yard setback increase on the water-side of Harborview and the Waterfront Commercial Property. He asked how another Sunshine Building could be prevented and if the amendments would address this concern.

Steve Osguthorpe explained that several items would prevent a building of this scale. The building size footprint limitation, the floor-area ratio requirement and the side yard setbacks.

Mr. Allen continued to discuss his concern that the amendment is affecting only the water side of Harborview. He said that this area has the greatest opportunity for view of the harbor than any area in town, and yet the waterfront property owners are being "hammered" with more regulations to protect views. He repeated the list of existing view opportunities that was read by Bob Frisbie, adding that he is a property owner and that this is not fair. He asked that the increase to the side yard setbacks be removed from the amendments.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said as far as the waterfront, he agreed with what Mr. Allen and Mr. Frisbie said. He said that there are only a few properties left to build along the waterfront, and now the city is trying to restrict them even more. He said that as it is, he doesn't know what he could build on his property. He added that he knows that the piece below him has 200 feet of waterfront and just sold for 1.2 million. He asked what the setbacks are on this property.

Steve Osguthorpe responded that there are no required setbacks on the water side, but the other setbacks depend upon the proportion, the type of structure, and the zone. Mr. Bujacich said that this causes confusion. He said that examples of what you could build on a piece of property would be helpful. He continued to explain that he has been dealing with the Department of Natural Resources and the Pierce County Assessor regarding the lease of the property where his floats are located, which cost is calculated on the upland value. It has become so restrictive, that property owners will not be able to keep their docks due to the rise in property values. Now the city is placing more restrictions as a result of a few buildings that made everybody mad.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton said that she wished that the city had a lobbyist for the waterfront property owners, because Mr. Bujacich is right about the fact that the County Assessor doesn't recognize the layers of regulations placed by the city that prohibits development. She said that you still pay the price as though it could be developed to the max. She then asked for clarification on the 6,500 s.f. limit in the DB zone and where the boundaries lie for the Finholm area. She stressed that this whole thing came about because of building sizes.

Councilmember Young explained that the section regarding building size is for the entire DB zone, not just the waterside. He said that the C-1 and B-2 zone in the Finholm area would be added.

Ms. Stanton then asked about setbacks in the "triangle" area and whether the regulations sent to the state should be more restrictive rather than less. She identified building separation in this area as a concern.

There was discussion regarding whether or not the regulations could be made more restrictive at a later date. Steve Osguthorpe warned that if more restrictive separation regulations were adopted for the entire DB zone, this may have an undesirable affect in the core area where you want the buildings to be located next to each other.

Councilmember Dick asked if Ms. Stanton had any suggested language that could be included before sending this to the state. She responded that she would leave that up to Mr. Osguthorpe to come up with the language that would be the most restrictive and could be "peeled back." This would prevent getting caught after the moratorium is lifted. Mr. Osguthorpe warned that nothing should be included that hadn't been fully evaluated under SEPA. He said that if Council were to specify separation in the entire DB Zone, and then later on decided not to include the entire zone; it would be scaling back rather than expanding. This would allow more time for the Planning Commission and Design Review Board to call out separate areas in the DB zone.

Councilmember Young recommended using a ten foot separation.

Doug Sorensen – 9409 No. Harborview Drive. Mr. Sorensen concurred with Mr. Frisbie, Mr. Allen and Mr. Bujacich. He said that his concern is with restrictions. He asked where the proposed amendments came from.

Councilmember Young explained that the Community Development Committee had met on building size / view basin to discuss the results of the series of public meetings on building size. Staff asked the committee for proposed amendments to send to the Planning Commission for further consideration, and these amendments are the result.

Mr. Sorensen then asked why this is directed at the water ward properties. Councilmember Dick responded that one concern expressed in the public meetings was the preservation of views. These recommendations are a way to put something in place before the end of the moratorium. Councilmember Young added that one of the reasons that this area is distinct is because it is along a public view corridor. Another reason is that the city cannot regulate private view retention.

Mr. Sorensen said that he would like to see a PowerPoint presentation on what it would look like, especially in the Waterfront Residential Zone. He continued to explain that the majority of these properties are already built out, and wouldn't be affected unless they tried to develop in those areas that are now non-conforming. He said that these regulations are arbitrary as they single out a few vacant lots. He then listed all the setback and wetland requirements that will be imposed on these properties, most of which lack depth. He asked Council to be realistic and to give these property owners a break or else they would all be lined up for a variance. He again asked for a presentation to show how the properties would be affected if these regulations were to be put into place.

Katrina Batina – 2214 55th St. Ct. NW. Ms. Batina said that she is a freshman at Gig Harbor High School and has lived in Gig Harbor all of her life. She explained that she is a member of the Gig Harbor Canoe / Youth Kayak Team, a non-profit club whose purpose is to prepare young paddlers for Regional, National and Olympic competitions. She gave an overview of the organization and its members. She commended the Council and community for the recent purchase of waterfront properties and preservation of the history of the town. She said that their club would like a chance to

be part of the history and proposed that a small section of Jerisich Dock be set aside for watching human-powered craft. She described the benefits of such an endeavor. She said that the signage placed on the dock last year to restricting moorage on a section of the dock is inadequate, and asked how to go about pursuing the objective of keeping a section of dock clear. Ms. Batina passed out an illustration of what she discussed.

Councilmember Ekberg said that he has enjoyed watching the kayaks around the harbor. He explained that the Council has a Parks Committee, which works with the staff in charge of the dock. He suggested that Ms. Batina submit her information to staff so that it could be discussed at the next committee meeting.

Mr. Hoppen said that the kayakers lack a home to store their boats and are on the lookout for a facility and a private benefactor. Ms. Batina added information about the damage caused to the boats being launched off the side of the dock. She said that she hoped that an adequate place to launch the boats would be beneficial both to them and to the community.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmembers asked if staff needed further direction on language to be included before forwarding the amendments to the state. Mr. Osguthorpe said that he understood that he was to add the B-2 and C-1 zones, and to add language requiring a ten-foot separation between structures in the DB zone. He reminded Council that there would be plenty of opportunity to amend what is being proposed, and recommended that the proposed amendments be maintained to serve as a point of discussion.

Councilmember Ruffo said that one point that came from the public comment was to include the entire view basin in the recommendation, rather than focusing on the water side of Harborview. Steve Osguthorpe said that direction was needed for a proposal that could be adopted in some format in 90 days. He explained that the reason the Committee focused on the corridor is because it is easier to define a public view corridor than the broader view basin, which would require a far more intense analysis. Councilmember Young stressed that the committee received very specific instruction from legal counsel that you cannot legislate view retention between properties outside the view corridors. He said that it would be better to remove that whole side-yard setback and vegetation section rather than to include the entire view basin because of time constraints.

Councilmember Dick said to consider how immediate the problem is in terms of the need to protect views. Councilmember Franich and Ruffo then discussed the need to make the language sent to the state as tight as possible.

Mr. Osguthorpe repeated the recommendation to submit this as a proposed text amendment as drafted with the inclusion of the additional zones discussed, and to include a separation between structures in the entire DB District. Councilmembers all agreed with this.

Mr. Osguthorpe added that the idea for a charette process has not been abandoned, but the moratorium will end before the process can be completed. This is just a means to address the more immediate concerns, and allow the charette process to occur later.

ANNOUNCEMENT OF OTHER MEETINGS: None.

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

MOTION: Move to adjourn to Executive Session at 9:04 p.m. for approximately five minutes for the purpose of discussing pending litigation.

Franich / Ruffo - unanimously approved.

MOTION: Move to return to regular session at 9:10 p.m.

Franich / Ruffo – unanimously approved.

MOTION: Move to adjourn at 9:10 p.m.

Young / Picinich – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 15.
Disc #2 Tracks 1 – 8.

Gretchen A. Wilbert, Mayor

Molly Towslee, City Clerk

✓

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Rotary International, founded on February 23, 1905 in Chicago, Illinois USA, is the world's first and one of the largest non-profit service organizations; and

WHEREAS, there are over 1.2 million Rotary club members comprised of professional and business leaders in over 31,000 clubs in more than 165 countries; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

WHEREAS, Rotary funds club projects and sponsors volunteers with community expertise to provide medical supplies, health care, clean water, food production, job training, and education to millions in need, particularly in developing countries; and

WHEREAS, Rotary in 1985 launched Polio Plus and spearheaded efforts with the World Health Organization, U.S Centers for Disease Control and Prevention, and UNICEF to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, Rotary is the world's largest privately-funded source of international scholarships and promotes international understanding through scholarships, exchange programs and humanitarian grants; and

WHEREAS, more than 35,000 students from 110 countries have studied abroad since 1947 as Rotary Ambassadorial Scholars; and

WHEREAS, Rotary's Group Study Exchange program has helped more than 46,000 young professionals explore their career fields in other countries; and

WHEREAS, 8,000 secondary-school students each year experience life in another country through Rotary's Youth Exchange Program; and

WHEREAS, there are two Rotary clubs with more than 145 members in Gig Harbor sponsoring service projects to address such critical issues as poverty, health, hunger, illiteracy, and the environment in their local communities, and abroad.

Therefore, I Gretchen Wilbert, Mayor of the City of Gig Harbor, do hereby proclaim February 23, 2005, as

Rotary International Day

in Gig Harbor, and encourage all citizens to join me in recognizing Rotary International for 100 years of service to improving the human condition in local communities around the world.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of February, 2005.

Mayor, City of Gig Harbor

Date



GIG HARBOR MID-DAY ROTARY

P.O. Box 611 • Gig Harbor, WA 98335 • www.gigharbormiddayrotary.org

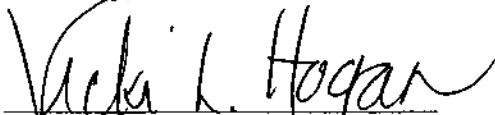
November 4, 2004


Mayor Gretchen Wilbert
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mayor Wilbert,

Rotary International is currently celebrating 100 years of providing service to communities all over the world. The Gig Harbor Rotary Club and the Gig Harbor Mid-Day Rotary Club respectfully request that you proclaim February 23, 2005 as Rotary International Day in Gig Harbor. We have included a proposed proclamation that was provided by Rotary International for you use. Our two Rotary Clubs will be planning a celebration at the then completed Rotary Centennial Pavilion at Skansie Park and would be honored by your attendance if possible. As the time approaches and we finalize the time we will send you an invitation. We appreciate your consideration of the Rotary proclamation.

Sincerely,


Vicki Hogan, President Gig Harbor
Rotary Club


Andy Ritting, President Gig Harbor
Mid-Day Rotary Club



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *[Signature]*
CITY ENGINEER
SUBJECT: PIONEER WAY PAVEMENT OVERLAY PROJECT - CONTRACT
AWARD
DATE: FEBRUARY 14, 2005

INTRODUCTION/BACKGROUND

The 2005 budget provides for pavement overlay on various City's arterial streets. Potential contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 592). Three contractors responded with the following price quotation proposals:

Woodworth & Company, Inc.	\$55,348.00
Lakeridge Paving Co., L.L.C.	\$60,133.46
Looker & Associates	\$67,558.40

Based on the price quotation proposals received, the lowest price quotation received was from Woodworth & Company, Inc. in the amount of fifty-five thousand three hundred forty-eight dollars (\$55,348.00).

This project will overlay Pioneer Way between the limits of Harborview Drive and Judson Street. It is anticipated that the work will be completed within two weeks after contract award, weather permitting.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2005 Budget, and is within the 2005 Street Operating budgeted allocation of \$147,000.00, objective 4.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for pavement overlay of Pioneer Way to Woodworth & Company, Inc. as the lowest responsible respondent, for their price quotation proposal amount of fifty-five thousand three hundred forty-eight dollars (\$55,348.00).

**CITY OF GIG HARBOR
CONTRACT
For
PIONEER WAY OVERLAY PROJECT**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2005 by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Woodworth and Company, Inc, hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the partial grinding and overlay of a portion of Pioneer Way Overlay Project, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Pioneer Way Overlay Project," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Fifty-five thousand three hundred forty-eight dollars and no cents (\$55,348.00) including state sales tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within ten (10)-working days.
3. The Contractor agrees to pay the City the sum of \$ 830.00 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2004 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.
6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.

CONTRACT: Pioneer Way Overlay Project

7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

Woodworth & Company, Inc.

Gretchen A. Wilbert, Mayor
City of Gig Harbor
Date: _____

Print Name: Jeffrey A. Woodworth
Print Title: President
Date: January 13, 2005

ATTEST:

Woodworth & Company, Inc.
1200 East D Street
Tacoma, WA 98421
253-383-3585

City Clerk

APPROVED FOR FORM:

City Attorney



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON *David*
DIRECTOR OF OPERATIONS
SUBJECT: CIVIC CENTER LANDSCAPE MATERIALS
- PURCHASE AUTHORIZATION
DATE: FEBRUARY 14, 2005

INTRODUCTION/BACKGROUND

A budgeted objective for 2005 includes revisions to the landscaping for the Gig Harbor Civic Center. Gig Harbor Municipal Code 17.78.070 requires commercial landscape be covered with live plant materials which will ultimately cover 75 percent of the ground area within three years of installation. Additional landscape improvements are needed to meet this requirement in the landscaped areas at the Civic Center.

Price quotations for 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:

<u>Vendors</u>	<u>Total</u> (Not Including Sales Tax and Shipping)
Pacific Plants, Inc.	\$10,083.60
Furney's Nursery	\$10,500.00
Rosedale Gardens	\$16,182.20

The lowest price quotation received was from Pacific Plants, Inc. in the amount of \$10,083.60 and does not include Washington state sales tax and shipping.

The plants will be delivered and installed incrementally during the spring and summer planting season(s). City crew will implement the landscaping plan that was contracted with Bradley Design Group on September 13, 2004.

ISSUES/FISCAL IMPACT

The material cost is within the \$20,000 that was anticipated in the adopted 2005 Budget, identified under Parks and Recreation, Objective No. 13. City crews will provide the labor.

RECOMMENDATION

I recommend that Council authorize purchase of the landscape materials for the Civic Center from Pacific Plants, Inc. as the lowest responsible respondent, for their price quotation proposal of ten thousand eighty-three dollars and sixty cents (\$10,083.60), not including Washington state sales tax and shipping.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *Stm*
CITY ENGINEER
RE: POINT FOSDICK DRIVE / 36TH STREET ROUNDABOUT PROJECT
- PERMANENT RIGHT OF WAY EASEMENT, TEMPORARY
CONSTRUCTION EASEMENT, AND MEMORANDUM OF
UNDERSTANDING AGREEMENTS FOR FAIRWAY ESTATES
DATE: FEBRUARY 14, 2005

INTRODUCTION/BACKGROUND

As part of the City's Point Fosdick Drive / 36th Street Roundabout Project (CSP-0029), agreements for a Permanent Right-of-Way Easement and a Temporary Slope Easement are required from parcel number 3775500420 owned by Fairway Estates Homeowners Association, a Washington Corporation. 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 980 square feet and the Temporary Construction Easement shall be 1,709 square feet (see attached exhibits).

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

In consideration of signing the above agreements, the City agrees to provide the following:

- Lowering the speed limit within Fairway Estates from 25 mph to 20 mph. The City will post new signs.
- The City will upgrade, take over ownership, and maintain the street lights at the two entrances to Fairway Estates.
- Landscaping plans will be provided to the Fairway Estates Homeowners' representative on or before February 15, 2005 for review and suggestions. Any suggestions for changes to the plans must be made on or before March 1, 2005. The City shall make the final decision on any changes to the landscaping plans.
- The City shall install signage on Point Fosdick Drive prohibiting left turns between the hours of 6:00 a.m. and 9:00 a.m. into Fairway Estates.
- After one year of signing the Memorandum of Understanding or on January 15, 2006, whichever comes first, upon written request by the Owners, the City shall install a median on Point Fosdick Drive prohibiting left turns into Fairway Estates. This condition will become null and void if a written request is not received by the City from the Owners within one year or before January 15, 2006.

City Council approval of the easement agreements and Memorandum of Understanding are being requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that City Council approve these agreements as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Community Development Department
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Agreement for Dedication of Permanent Right-of-Way Easement

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

Fairway Estates Homeowners Association, a Washington Corporation

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

City of Gig Harbor

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

Open Space Screen, Fairway Estates Addition

Assessor's Property Tax Parcel or Account Number: 3775500420

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

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

THIS AGREEMENT is made this 31st day of January, 2005, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and FAIRWAY ESTATES HOMEOWNERS ASSOCIATION, a Washington corporation, (hereinafter the "Owners"), whose mailing address is 2724 – 37th St. NW, Gig Harbor, WA 98335.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the Fairway Estates Homeowners Association, 2724 – 37th St. NW, Gig Harbor, WA 98335, (Tax Parcel Number 3775500420) 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"** (the "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 36TH 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 Southerly 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.

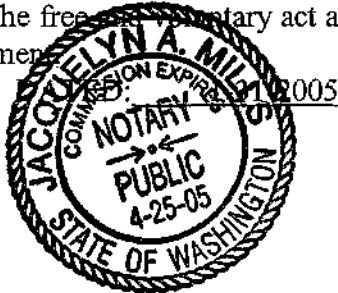
Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject.

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.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

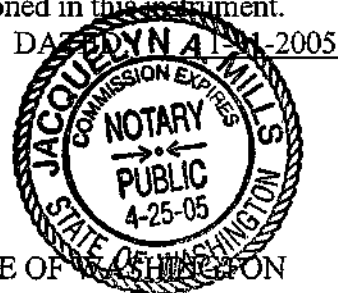
I certify that I know or have satisfactory evidence that John Hartnett is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged he is the President of the Fairview Estates Homeowners Association, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



Jacquelyn A. Mills
(Signature)
Jacquelyn A. Mills
NOTARY PUBLIC, State of Washington,
Residing at: Thurston County
My appointment expires: 4-25-05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

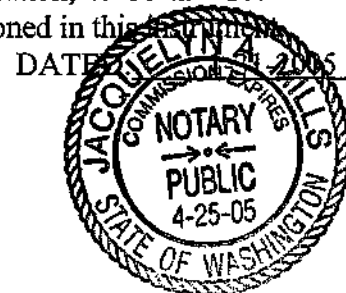
I certify that I know or have satisfactory evidence that Suzanne Earnshaw is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument and acknowledged she is the Secretary of the Fairview Estates Homeowners Association, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



Jacquelyn A. Mills
(Signature)
Jacquelyn A. Mills
NOTARY PUBLIC, State of Washington,
Residing at: Thurston County
My appointment expires: 4-25-05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gracia Sinclair is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument and acknowledged she is the Member at Large of the Fairview Estates Homeowners Association, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



Jacquelyn A. Mills
(Signature)
Jacquelyn A. Mills
NOTARY PUBLIC, State of Washington,
Residing at: Thurston County
My appointment expires: 4-25-05

EXHIBIT A

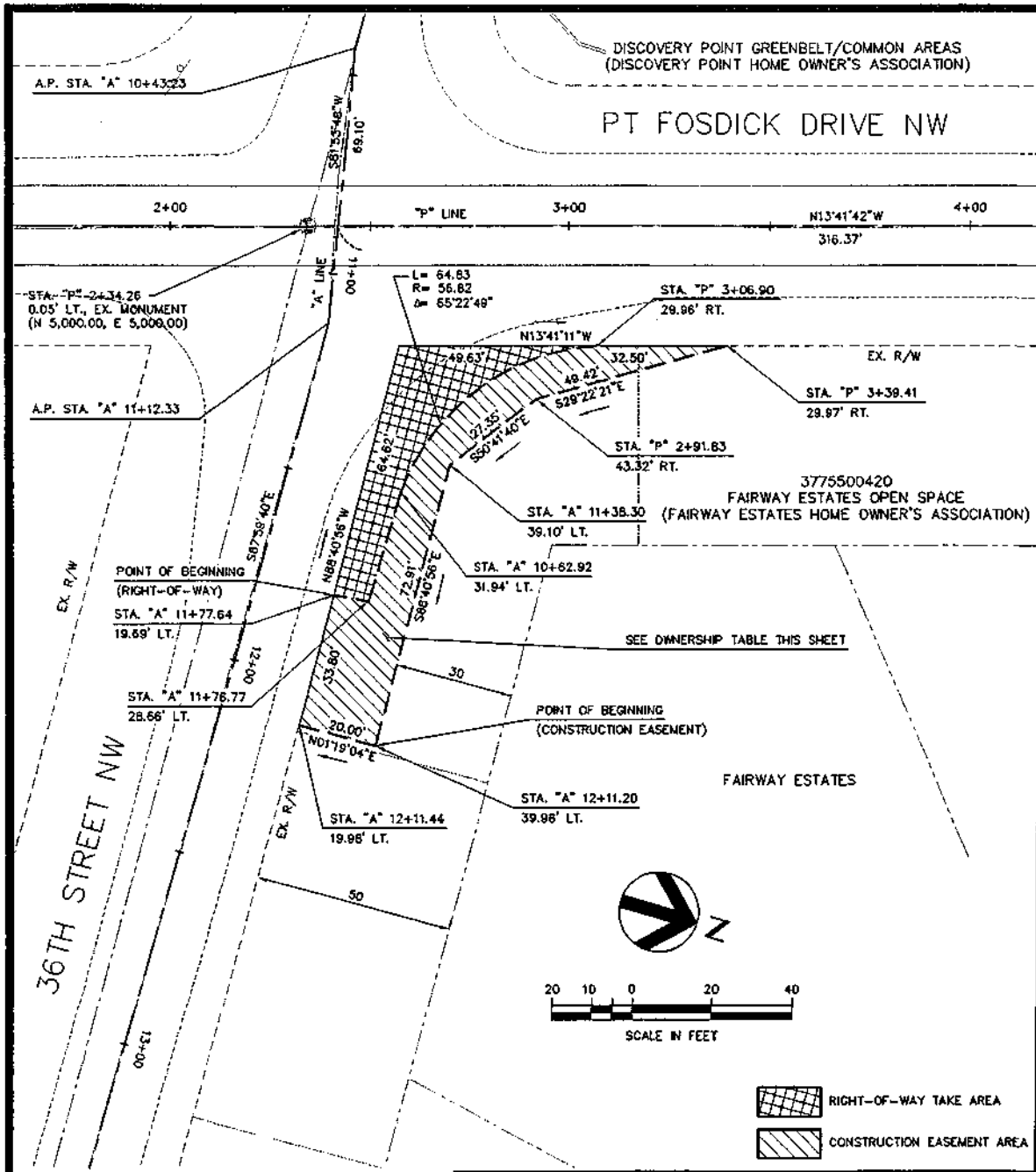
PROPERTY LEGAL DESCRIPTION

OPEN SPACE SCREEN, FAIRWAY ESTATES ADDITION, ACCORDING TO PLAT
RECORDED IN BOOK 55 OF PLATS, PAGES 48 AND 49 IN PIERCE COUNTY,
WASHINGTON.

EXHIBIT B

PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 3775500420 (EXHIBIT "A") DESCRIBED AS A "980 S.F. PERMANENT RIGHT-OF-WAY EASEMENT" BEGINNING AT A POINT ALONG THE CENTERLINE OF 36TH STREET NW AT STATION "A" 11+77.64 AND 19.69' LT, AS IDENTIFIED ON EXHIBIT "C" AS POINT OF BEGINNING (RIGHT-OF-WAY); THENCE N88°40'56"W A DISTANCE OF 64.62'; THENCE N13°41'11"W A DISTANCE OF 49.63' TO STA. "P" 3+06.90 AND 29.96' RT. FROM CENTERLINE OF PT. FOSDICK DRIVE NW; THENCE ALONG A CURVE WHOSE LENGTH IS 64.83' AND WHOSE RADIUS IS 56.82' AND WHOSE ANGLE IS 65°22'49" TO STA. "A" 10+62.92 AND 31.94' LT. FROM A POINT ALONG THE CENTERLINE OF 36TH STREET NW; THENCE TO STA. "A" 11+76.77 AND 28.66' LT.; THENCE TO STA. "A" 11+77.64 AND 19.69' LT. TO THE POINT OF BEGINNING (RIGHT-OF-WAY).



BASIS OF BEARINGS

PER PLAT OF DISCOVERY POINT RECORDED UNDER
AUDITOR'S FEE NO. 9604040167

OWNERSHIP			
PARCEL NO.	NAME	RIGHT OF WAY TAKE	SLOPE ESMY.
3775500420	FAIRWAY ESTATES HOME OWNER'S ASSOCIATION	960 S.F.	1709 S.F.

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

EXHIBIT C

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

THIS AGREEMENT is made this 31st day of January, 2005, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and FAIRWAY ESTATES HOMEOWNERS ASSOCIATION, a Washington corporation, (hereinafter the "Owners"), whose mailing address is 2724 – 37th St. NW, Gig Harbor, WA 98335.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the Fairway Estates Homeowners Association, 2724 – 37th St. NW, Gig Harbor, WA 98335 (Tax Parcel Number 3775500420) 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 Construction Easement, which easement is legally described in **Exhibit "B"** (the "Temporary Construction Easement") which is attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the 36TH STREET NW/ PT. FOSDICK DRIVE NW Phase 2 Intersection Improvements (CSP -0029); and

WHEREAS, in exchange for the Owners' dedication of the Temporary Construction Easement, the Owners will obtain the benefits associated with construction of the 36TH 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 Construction Easement to the City.

A. Grant.

1. TEMPORARY CONSTRUCTION EASEMENT. The Owners hereby grant a nonexclusive Temporary Construction Easement for the purpose necessarily and reasonably related to the construction of the 36TH 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 Construction Easement shall commence on the date of execution of this Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. **Conditions.** The Temporary Construction 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 use any portion of the areas within the Temporary Construction 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 Construction Easement during the term of this Agreement.

3. The City shall have all necessary access to the Temporary Construction 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.

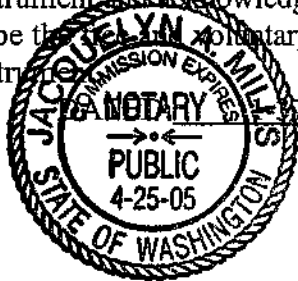
Section 4. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

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.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that John Hartnett is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged he is the President of the Fairview Estates Homeowners Association, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



4-25-2005

Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills

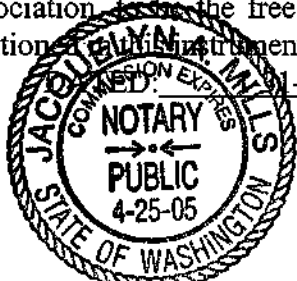
NOTARY PUBLIC, State of Washington,

Residing at: Thurston County

My appointment expires: 4-25-2005

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Suzanne Earnshaw is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument and acknowledged she is the Secretary of the Fairview Estates Homeowners Association to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



4-25-2005

Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills

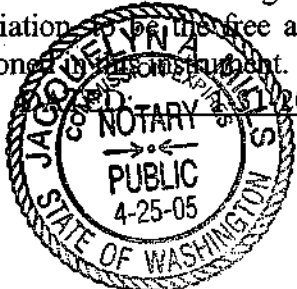
NOTARY PUBLIC, State of Washington,

Residing at: Thurston County

My appointment expires: 4-25-2005

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gracia Sinclair is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument and acknowledged she is the Member at Large of the Fairview Estates Homeowners Association to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



4-25-2005

Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills

NOTARY PUBLIC, State of Washington,

Residing at: Thurston County

My appointment expires: 4-25-2005

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

OPEN SPACE SCREEN, FAIRWAY ESTATES ADDITION, ACCORDING TO PLAT
RECORDED IN BOOK 55 OF PLATS, PAGES 48 AND 49 IN PIERCE COUNTY,
WASHINGTON.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 3775500420 (EXHIBIT "A") DESCRIBED AS A "1709 S.F. TEMPORARY CONSTRUCTION EASEMENT" WITH THE POINT OF BEGINNING (CONSTRUCTION EASEMENT) BEGINNING AT A POINT ALONG THE CENTERLINE OF 36TH STREET NW AT STATION "A" 12+11.20 AND 39.98' LT., AS IDENTIFIED ON EXHIBIT "C" AS POINT OF BEGINNING (CONSTRUCTION EASEMENT); THENCE N01°19'04"E, A DISTANCE OF 20.00'; THENCE N88°40'56"W, A DISTANCE OF 33.80' TO STA. "A" 11+77.64 AND 19.69' LT.; THENCE NORTH TO STA. "A" 11+76.77 AND 28.66' LT.; THENCE WEST TO STA. "A" 10+62.92 AND 31.94' LT.; THENCE ON A CURVE WHOSE LENGTH IS 64.83' AND WHOSE RADIUS IS 56.82' ABD WWISE RADIUS IS 65°22'49" TO STA. "P" 03+06.90, AND 29.96' RT. FROM THE CENTERLINE OF PT. FOSDICK DRIVE NW; THENCE N13°41'11"W 32.50' TO STA. "P" 3+39.41 AND 29.97' RT.; THENCE S29°22'21"E 49.42' TO STA. "P" 2+91.83 AND 43.32' RT.; THENCE S50°41'40"E TO STA. "A" 11+38.30 AND 39.10' LT. FROM A POINT ALONG THE CENTERLINE OF 36TH STREET NW; THENCE S88°40'56"E A DISTANCE OF 72.91' TO STA. "A" 12+11.20 AND 39.98' LT. TO THE POINT OF BEGINNING (CONSTRUCTION EASEMENT).

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 31st day of January, 2005, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and FAIRWAY ESTATES HOMEOWNERS ASSOCIATION, a Washington corporation, (hereinafter the "Owners"), whose mailing address is 2724 - 37th St. NW, Gig Harbor, WA 98335.

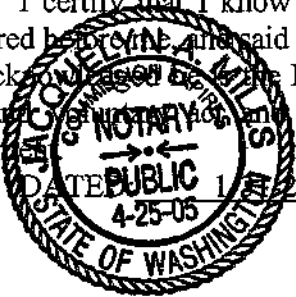
This Memorandum is conditioned on the signing of the AGREEMENT FOR DEDICATION OF PERMANENT RIGHT-OF-WAY EASEMENT TO THE CITY OF GIG HARBOR and AGREEMENT FOR DEDICATION OF TEMPORARY CONSTRUCTION EASEMENT TO THE CITY OF GIG HARBOR (Tax Parcel Number 3775500420) for the 36th Street NW / Pt. Fosdick Drive NW Phase 2 Intersection Improvements (CSP-0029) project. Property and Easements are described in Exhibit A.

In consideration of the signing of the documents referenced above by both parties, City and Owners agree to the following five items at no cost to the Owners:

1. The speed limit in Fairway Estates will be downgraded from 25 miles per hour to 20 miles per hour. City will post new signs.
2. The responsibility and ownership of the street lights at both entrances to Fairway Estates located on Pt. Fosdick Drive NW and 36th Street NW to be turned over to the City. City will upgrade the street lights and assume responsibility for their operation and maintenance.
3. The City will provide a copy of the final landscaping plans for the Point Fosdick Drive NW and 36th Street NW Intersection Improvement Project to the Fairway Estates Homeowners' representative, John Hartnett, on or before Feb. 15, 2005. The Homeowners may provide the City with any suggestions for changes to the final landscaping plans on or before March 1, 2005. The City shall make the final decision on any changes to the landscaping plans.
4. City to install signage on Pt. Fosdick prohibiting left turns between the hours of 6:00 am and 9:00 am into Fairway Estates.
5. After one year from signing of this Memorandum of Understanding or January 15, 2006, whichever comes first, upon written request by the Owners, the City shall install a median on Pt. Fosdick Drive NW prohibiting all left turns into Fairway Estates. If the City does not receive a written request from the Owners within one year from signing this Memorandum of Understanding on or before January 15, 2006, whichever comes first, this condition will be null and void to this effect.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that John Hartnett is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged he is the President of the Fairview Estates Homeowners Association, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



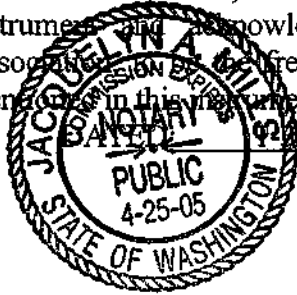
DATE: 1/13/2005

Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills
NOTARY PUBLIC, State of Washington,
Residing at: Thurston County
My appointment expires: 4-25-2005

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Suzanne Earnshaw is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument and acknowledged she is the Secretary of the Fairview Estates Homeowners Association, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



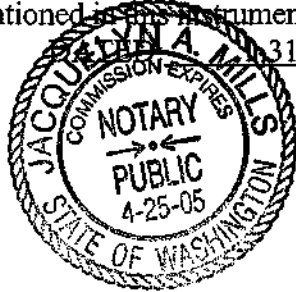
DATE: 9/21-2005

Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills
NOTARY PUBLIC, State of Washington,
Residing at: Thurston County
My appointment expires: 4-25-2005

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gracia Sinclair is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument and acknowledged she is the Member at Large of the Fairview Estates Homeowners Association, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.



DATE: 31-2005

Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills
NOTARY PUBLIC, State of Washington,
Residing at: Thurston County
My appointment expires: 4-25-2005

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

OPEN SPACE SCREEN, FAIRWAY ESTATES ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 55 OF PLATS, PAGES 48 AND 49 IN PIERCE COUNTY, WASHINGTON.

PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 3775500420 (EXHIBIT "A") DESCRIBED AS A "980 S.F. PERMANENT RIGHT-OF-WAY EASEMENT" BEGINNING AT A POINT ALONG THE CENTERLINE OF 36TH STREET NW AT STATION "A" 11+77.64 AND 19.69' LT, AS IDENTIFIED ON EXHIBIT "C" AS POINT OF BEGINNING (RIGHT-OF-WAY); THENCE N88°40'56"W A DISTANCE OF 64.62'; THENCE N13°41'11"W A DISTANCE OF 49.63' TO STA. "P" 3+06.90 AND 29.96' RT. FROM CENTERLINE OF PT. FOSDICK DRIVE NW; THENCE ALONG A CURVE WHOSE LENGTH IS 64.83' AND WHOSE RADIUS IS 56.82' AND WHOSE ANGLE IS 65°22'49" TO STA. "A" 10+62.92 AND 31.94' LT. FROM A POINT ALONG THE CENTERLINE OF 36TH STREET NW; THENCE TO STA. "A" 11+76.77 AND 28.66' LT.; THENCE TO STA. "A" 11+77.64 AND 19.69' LT. TO THE POINT OF BEGINNING (RIGHT-OF-WAY).

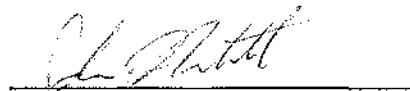
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 3775500420 (EXHIBIT "A") DESCRIBED AS A "1709 S.F. TEMPORARY CONSTRUCTION EASEMENT" WITH THE POINT OF BEGINNING (CONSTRUCTION EASEMENT) BEGINNING AT A POINT ALONG THE CENTERLINE OF 36TH STREET NW AT STATION "A" 12+11.20 AND 39.98' LT., AS IDENTIFIED ON EXHIBIT "C" AS POINT OF BEGINNING (CONSTRUCTION EASEMENT); THENCE N01°19'04"E, A DISTANCE OF 20.00'; THENCE N88°40'56"W, A DISTANCE OF 33.80' TO STA. "A" 11+77.64 AND 19.69' LT.; THENCE NORTH TO STA. "A" 11+76.77 AND 28.66' LT.; THENCE WEST TO STA. "A" 10+62.92 AND 31.94' LT.; THENCE ON A CURVE WHOSE LENGTH IS 64.83' AND WHOSE RADIUS IS 56.82' ABD W GISE RADIUS IS 65°22'49" TO STA. "P" 03+06.90, AND 29.96' RT. FROM THE CENTERLINE OF PT. FOSDICK DRIVE NW; THENCE N13°41'11"W 32.50' TO STA. "P" 3+39.41 AND 29.97' RT.; THENCE S29°22'21"E 49.42' TO STA. "P" 2+91.83 AND 43.32' RT.; THENCE S50°41'40"E TO STA. "A" 11+38.30 AND 39.10' LT. FROM A POINT ALONG THE CENTERLINE OF 36TH STREET NW; THENCE S88°40'56"E A DISTANCE OF 72.91' TO STA. "A" 12+11.20 AND 39.98' LT. TO THE POINT OF BEGINNING (CONSTRUCTION EASEMENT).

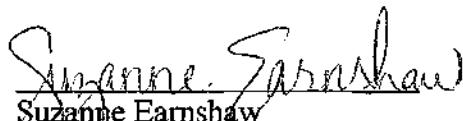
Addendum to Memo of Understanding between
Fairway Estates Homeowners Association and the City of Gig Harbor

Dated: 31 January 2005

1. Within thirty (30) days, the City of Gig Harbor is to assume responsibility for and ownership of the street lights at both entrances, as specified in Memo of Understanding. This includes but is not limited to responsibility for operation, electrical costs, and any maintenance.
2. City to install signage on Pt. Fosdick prohibiting left turns between the hours of 6:00 a.m. and 9:00 a.m., Monday through Friday, into Fairway Estates via 39th Street.



John Hartnett
President, Fairway Estates Homeowners Association



Suzanne Earnshaw
Secretary, Fairway Estates Homeowners Association



Gracia Sinclair
Member-At-Large, Fairway Estates Homeowners Association



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *[Signature]*
CITY ENGINEER
RE: OLYMPIC DRIVE AND 56TH STREET ROADWAY IMPROVEMENT
PROJECT (CSP-0133)
- PERMANENT RIGHT-OF-WAY EASEMENT AND TEMPORARY
SLOPE, CONSTRUCTION AND STORM DRAIN EASEMENT
AGREEMENTS FOR KELLY HOLDINGS, L.L.C.
DATE: FEBRUARY 14, 2005

INTRODUCTION/BACKGROUND

As part of the ongoing process for the City's Olympic Drive and 56th Street Roadway Improvement Project (CSP-0133), agreements for a Permanent Right-Of-Way Easement and a Temporary Slope, Construction, and Storm Drain Easements are required from parcel number 0221173084, owned by Kelly Holdings, L.L.C. 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 Permanent Right of Way Easement shall be 2563 square feet and the Temporary Slope, Construction and Storm Drain Easement shall commence on the date of execution of the Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council (see attached exhibits).

The City's standard agreements for dedication of Permanent Right-of-Way and Temporary Slope, Construction and Storm Drain Easement(s) have been drafted and approved by City Attorney Carol Morris.

City Council approval of the easement agreements is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that City Council approve these easement agreements as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Community Development Department
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Agreement for Dedication of Permanent Right-of-Way Easement

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

Kelly Holdings L.L.C.

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

City of Gig Harbor

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

Northwest quarter of the Southeast quarter of Section 17, Township 21 North, Range 2 East of W.M.

Assessor's Property Tax Parcel or Account Number: 0221173084

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

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

THIS AGREEMENT is made this 31st day of January, 2005, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and KELLY HOLDINGS L.L.C., (hereinafter the "Owners"), whose mailing address is 3412 56TH ST UNIT 101, GIG HARBOR, WA 98335

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the KELLY HOLDINGS L.L.C., 3412 56TH ST UNIT 101, GIG HARBOR, WA, (Tax Parcel Number 0221173084) 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"** (the "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 OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP -0133); 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 permanent, nonexclusive right-of-way easement over, in, along, across, under and upon the North ten (10) feet and corner radius 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 Right-of-Way Easement over the Owners' property, 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 easements granted under this Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors assigns and beneficiaries.

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

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

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

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

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

ACCEPTANCE:

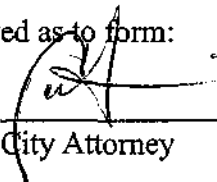
KELLY HOLDINGS, L.L.C.

CITY OF GIG HARBOR

By: 
C. Patrick E. Kelly

By: _____
Its Mayor

Attest:
By: _____
City Clerk

Approved as to form:
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 ^{C.} PATRICK K. KELLY is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Managing Partner of the Kelly Holdings L.L.C. to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 1-31-05

Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills

NOTARY PUBLIC, State of Washington,

residing at: Thurston County

My appointment expires: 4-25-05

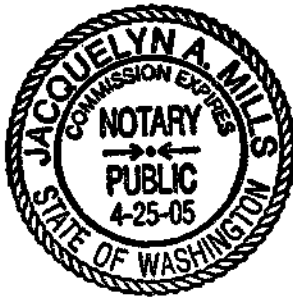


EXHIBIT A

PROPERTY LEGAL DESCRIPTION

BEGINNING 24 RODS EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF W.M., IN PIERCE COUNTY, WASHINGTON; THENCE EAST 56 RODS; THENCE SOUTH 28.58 RODS; THENCE WEST 56 RODS; THENCE NORTH TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 30 FEET FOR 56TH STREET NORTHWEST (PUGET WAY).

ALSO EXCEPT THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY BOUNDARY LINE OF OLYMPIC DRIVE NORTHWEST AS ESTABLISHED BY DEDICATION DEED RECORDED UNDER AUDITOR'S NUMBER 2449241.

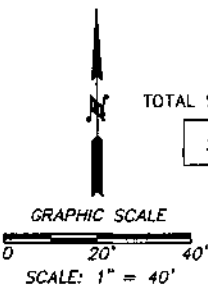
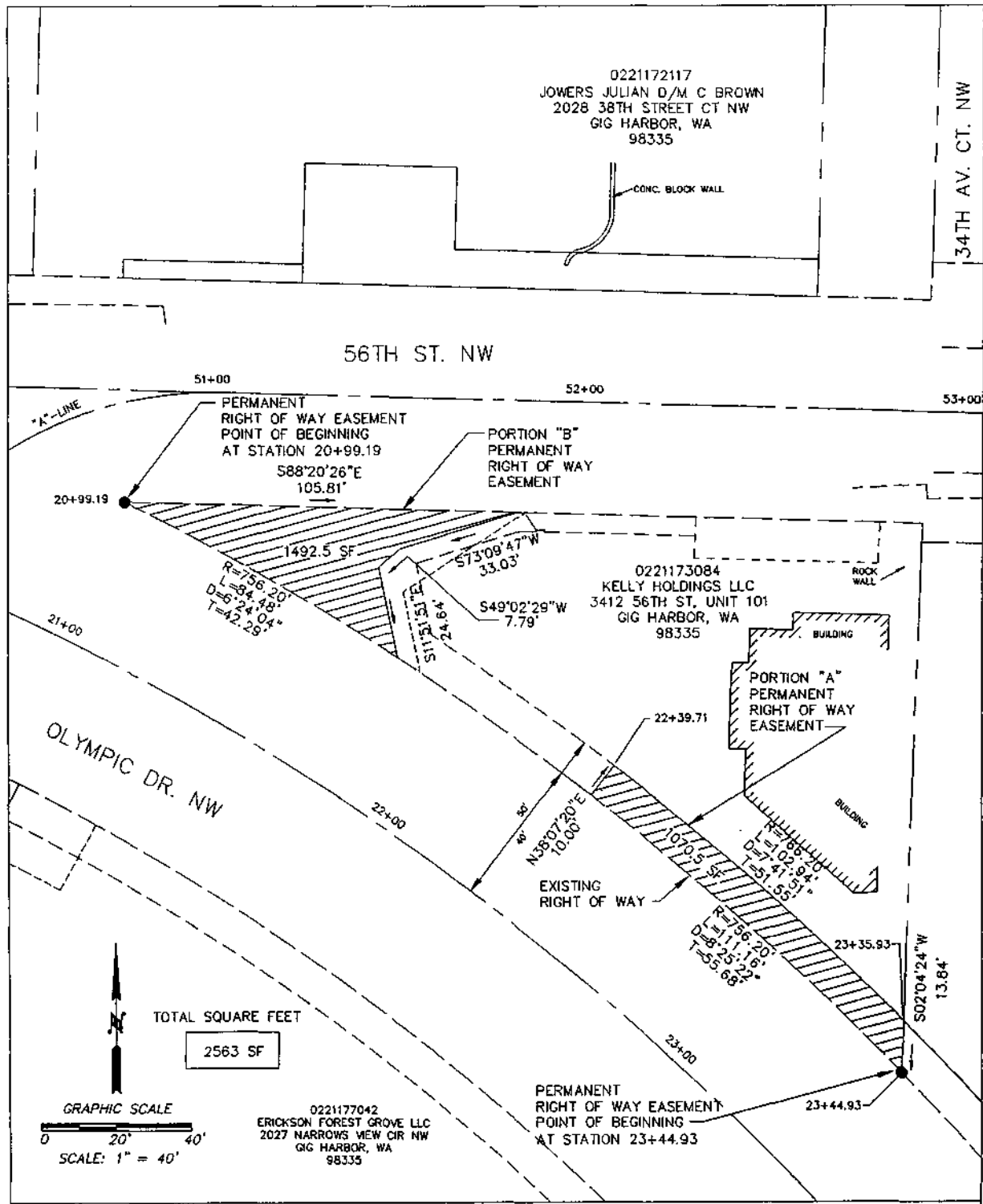
EXHIBIT B

PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221173084 THAT ABUTTS THE RIGHT OF WAY OF OLYMPIC DRIVE NW AND DESIGNATED AS "PORTION "A" PERMANENT RIGHT OF WAY EASEMENT" AND WHOSE SOUTH EAST PROPERTY CORNER ALONG OLYMPIC DRIVE NW BEING THE "PERMANENT RIGHT OF WAY EASEMENT POINT OF BEGINNING AT STATION 23+44.93", THENCE ALONG A CURVE WHOSE RADIUS IS 756.20' AND WHOSE LENGTH IS 111.16' AND WHOSE ANGLE IS 8°25'22" AND WHOSE TANGENT IS 55.68', THENCE N38°07'20"E A DISTANCE OF 10.00', THENCE ALONG A CURVE WHOSE RADIUS IS 766.20' AND WHOSE LENGTH IS 102.94' AND WHOSE ANGLE IS 7°41'51" AND WHOSE TANGENT IS 51.55', THENCE S02°04'24"W A DISTANCE OF 13.84' AND RETURNING TO THE "PERMANENT RIGHT OF WAY EASEMENT POINT OF BEGINNING AT STATION 23+44.93".

AND

A PORTION OF PARCEL NO. 0221173084 THAT ABUTTS THE RIGHT OF WAY OF OLYMPIC DRIVE NW AND DESIGNATED AS "PORTION "B" PERMANENT RIGHT OF WAY EASEMENT" AND WHOSE NORTH WEST PROPERTY CORNER AT THE INTERSECTION OF OLYMPIC DRIVE NW AND 56TH STREET NW BEING THE "PERMANENT RIGHT OF WAY EASEMENT POINT OF BEGINNING AT STATION 20+99.19", THENCE S88°20'26"E A DISTANCE OF 105.81', THENCE S73°09'47"W A DISTANCE OF 33.03', THENCE S49°02'29"W A DISTANCE OF 7.79', THENCE S11°51'51"E A DISTANCE OF 24.64', THENCE ALONG A CURVE WHOSE RADIUS IS 756.20' AND WHOSE LENGTH IS 84.48' AND WHOSE ANGLE IS 6°24'04" AND WHOSE TANGENT IS 42'29" AND RETURNING TO THE "PERMANENT RIGHT OF WAY EASEMENT POINT OF BEGINNING AT STATION 20+99.19.



TOTAL SQUARE FEET
2563 SF

0221177042
ERICKSON FOREST GROVE LLC
2027 NARROWS MEW CIR NW
GIG HARBOR, WA
98335

56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT
PERMANENT RIGHT-OF-WAY EASEMENT

**AGREEMENT FOR DEDICATION OF
TEMPORARY SLOPE, CONSTRUCTION AND STORM DRAIN EASEMENTS
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this 31st day of January, 2005, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and KELLY HOLDINGS L.L.C., (hereinafter the "Owners"), whose mailing address is 3412 56th St. Unit 101, Gig Harbor WA 98335.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the KELLY HOLDINGS L.L.C., 3412 56th St., Unit 101, Gig Harbor WA 98335 (Tax Parcel Number 0221173084) 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 Temporary Slope, Construction and Storm Drain Easements, which Easements are legally described in **Exhibit "B"** ("Temporary Slope, Construction and Storm Drain Easements") which are attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the OLYMPIC DRIVE AND 56th STREET Roadway Improvement Project (CSP -0133); and

WHEREAS, the City requires a Temporary Slope Easement to tie into the roadway any improvements requiring a permanent slope; and, the City requires the Temporary Construction Easement over the Property in order to tie the private driveway on the Property into the City's permanent Roadway (the Olympic Drive and 56th Street Roadway Project) so that the Property Owners will have access to the Roadway; and, the City requires the Temporary Storm Drain Easement for the purpose of installing permanent storm drainage improvements. In exchange for the Owners' dedication of the Temporary Slope, Construction and Storm Drain Easements, the Owners will obtain the benefits associated with construction of the OLYMPIC DRIVE AND 56th STREET Roadway Improvement Project (CSP -0133); 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, Construction and Storm Drain Easements to the City.

A. Grant.

1. TEMPORARY SLOPE, CONSTRUCTION AND STORM DRAIN EASEMENTS.

The Owners hereby grant nonexclusive Temporary Slope, Construction and Storm Drain Easements for the City to tie into the permanent Roadway any improvements requiring a permanent slope; and, where the City requires the Temporary Construction Easement over the Property in order to tie the private driveway on the Property into the City's permanent Roadway; and, for the City to install permanent storm drainage improvements for the construction of the OLYMPIC DRIVE AND 56th STREET Roadway Improvement Project (CSP -0133) across, along, in, upon, under and over the Owners' property as the Easements is described in Exhibit "B" and as depicted in a map attached hereto and incorporated herein as Exhibit C-1 showing the Temporary Slope and Construction Easements and Exhibit C-2 showing the Temporary Storm Drain Easement.

The City shall, upon completion of any work within the Property covered by these Easements, restore the surface of the Easements 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. These Temporary Slope, Construction and Storm Drain Easements 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, Construction and Storm Drain Easements described above are 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 to the Owner's property associated with the permanent slope improvements, to the tie in from the permanent Roadway improvements, and to the permanent storm drain improvements.

2. The Owners shall not use any portion of the areas within the Temporary Easements 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 Easements during the term of this Agreement.

3. The City shall have all necessary access to the Temporary Slope, Construction and Storm Drain Easements 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:

KELLY HOLDINGS L.L.C.

CITY OF GIG HARBOR

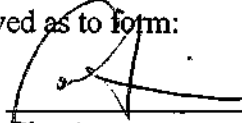
By: 
C. Patrick E. Kelly

By: _____
Its Mayor

Attest:

By: _____
City Clerk

Approved as to form:

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 ^CPatrick ~~Y~~ Kelly is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged he is the Managing Partner of the Kelly Holdings L.L.C., to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 1-31-2005

Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills

NOTARY PUBLIC, State of Washington,
residing at: Thurston County

My appointment expires: 4-25-05

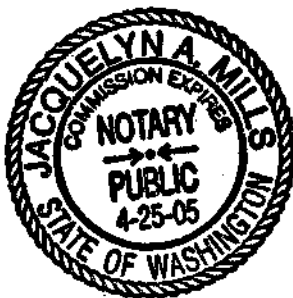


EXHIBIT A

PROPERTY LEGAL DESCRIPTION

BEGINNING 24 RODS EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF W.M., IN PIERCE COUNTY, WASHINGTON; THENCE EAST 56 RODS; THENCE SOUTH 28.58 RODS; THENCE WEST 56 RODS; THENCE NORTH TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 30 FEET FOR 56TH STREET NORTHWEST (PUGET WAY).

ALSO EXCEPT THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY BOUNDARY LINE OF OLYMPIC DRIVE NORTHWEST AS ESTABLISHED BY DEDICATION DEED RECORDED UNDER AUDITOR'S NUMBER 2449241.

EXHIBIT B

TEMPORARY SLOPE EASEMENT DESCRIPTION

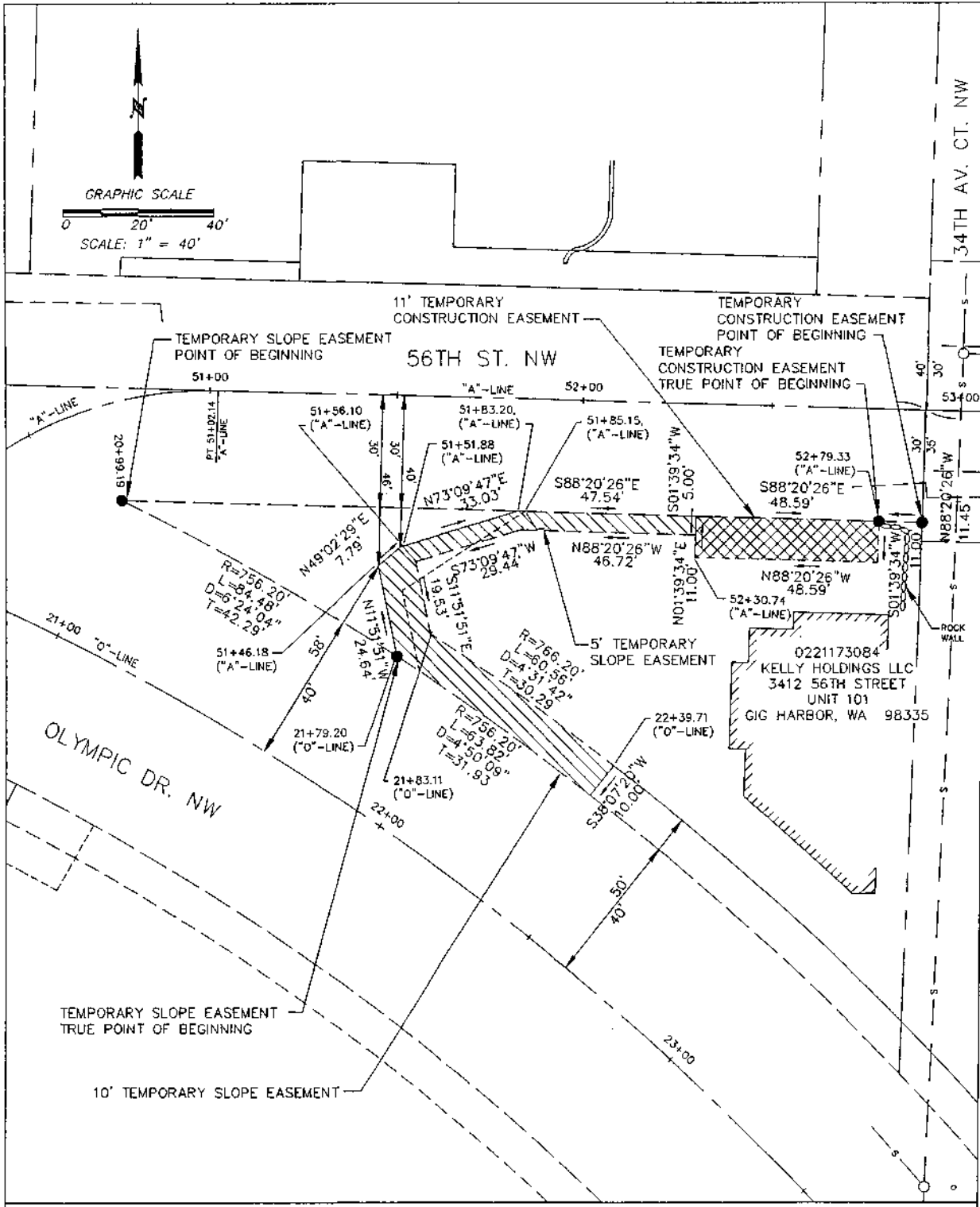
A PORTION OF PARCEL NO. 0221173084 DESCRIBED AS A "5' AND 10' TEMPORARY SLOPE EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY SLOPE EASEMENT POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 756.20' AND WHOSE LENGTH IS 84.48' AND WHOSE ANGLE IS 6°24'04" AND WHOSE TANGENT IS 42.29' TO A POINT BEING THE "TEMPORARY SLOPE EASEMENT TRUE POINT OF BEGINNING, THENCE N11°51'51"W A DISTANCE OF 24.64', THENCE N49°02'29"E A DISTANCE OF 7.79', THENCE N73°09'47"E A DISTANCE OF 33.03', THENCE S88°20'26"E A DISTANCE OF 47.54', THENCE S01°39'34"W A DISTANCE OF 5.00', THENCE N88°20'26"W A DISTANCE OF 46.72', THENCE S73°09'47"W A DISTANCE OF 29.44', THENCE S11°51'51"E A DISTANCE OF 19.53', THENCE ALONG A CURVE WHOSE RADIUS IS 766.20' AND WHOSE LENGTH IS 60.56' AND WHOSE ANGLE IS 4°31'42" AND WHOSE TANGENT IS 30.29', THENCE S38°07'20"W A DISTANCE OF 10.00', THENCE ALONG A CURVE WHOSE RADIUS IS 756.20' AND WHOSE LENGTH IS 63.82' AND WHOSE ANGLE IS 4°50'09" AND WHOSE TANGENT IS 31.93' AND RETURNING TO THE "TEMPORARY SLOPE EASEMENT TRUE POINT OF BEGINNING".

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

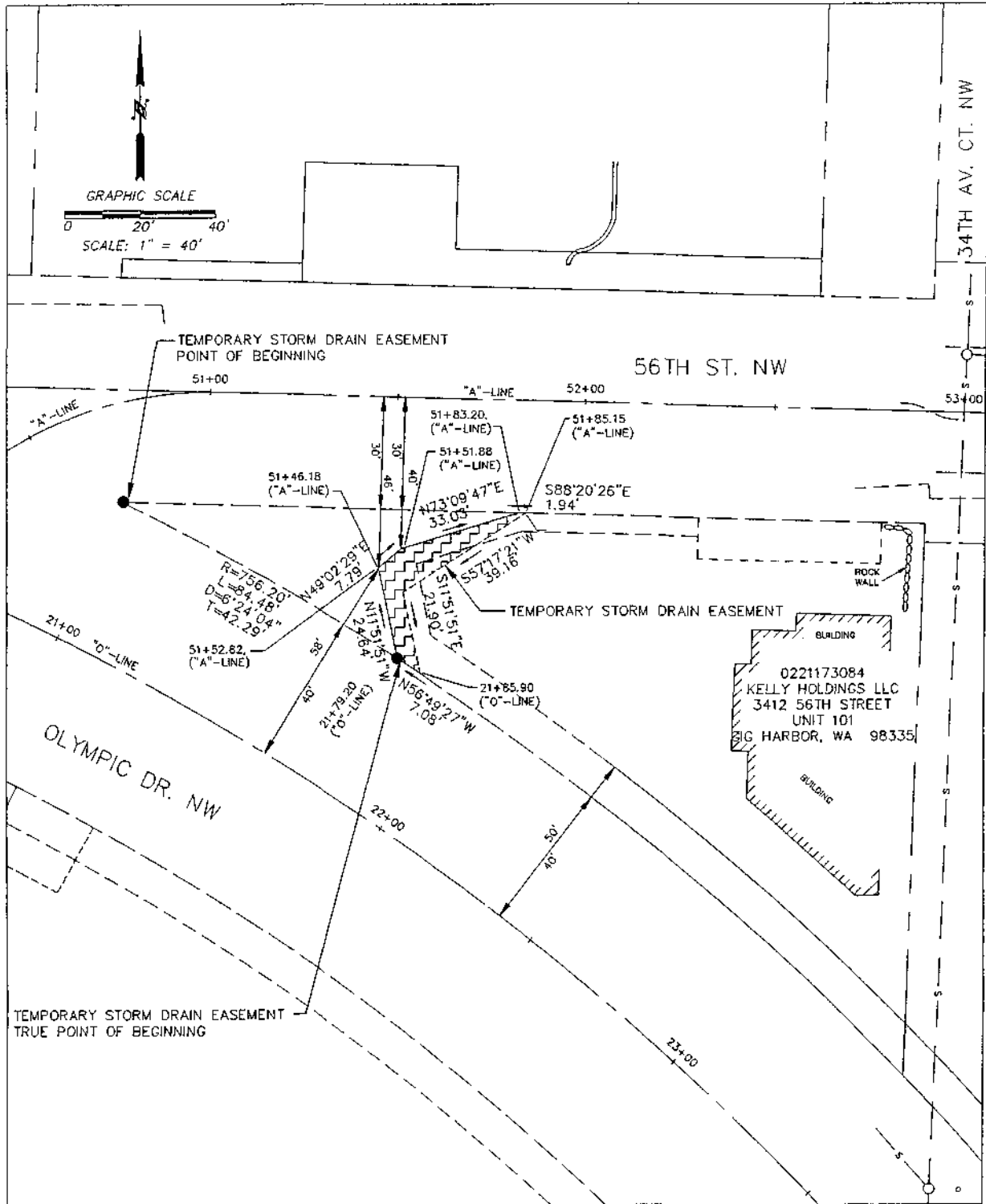
A PORTION OF PARCEL NO. 0221173084 DESCRIBED AS A "11' TEMPORARY CONSTRUCTION EASEMENT" WITH THE NORTHEAST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY CONSTRUCTION EASEMENT POINT OF BEGINNING", THENCE N88°20'26"W A DISTANCE OF 11.45' TO A POINT BEING THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING", THENCE S01°39'34"W A DISTANCE OF 11.00', THENCE N88°20'26"W A DISTANCE OF 48.59', THENCE N01°39'34"E A DISTANCE OF 11.00', THENCE S88°20'26"E A DISTANCE OF 48.59' AND RETURNING TO THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING".

TEMPORARY STORM DRAIN EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221173084 DESCRIBED AS A "TEMPORARY STORM DRAIN EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY STORM DRAIN EASEMENT POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 756.20' AND WHOSE LENGTH IS 84.48' AND WHOSE ANGLE IS 6°24'04" AND WHOSE TANGENT IS 42.29' TO A POINT BEING THE "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING," THENCE N11°51'51"W A DISTANCE OF 24.64', THENCE N49°02'29"E A DISTANCE OF 7.79', THENCE N73°09'47"E A DISTANCE OF 33.03', THENCE S88°20'26"E A DISTANCE OF 1.94', THENCE S57°17'21"W A DISTANCE OF 39.16', THENCE S11°51'51"E A DISTANCE OF 21.90', THENCE N56°49'27"W A DISTANCE OF 7.08' AND RETURNING TO THE "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING".



56TH ST. NW AND OLYMPIC DR. NW STREET IMPORVEMENT PROJECT
 TEMPORARY CONSTRUCTION AND SLOPE EASEMENTS



56TH ST. NW AND OLYMPIC DR. NW STREET IMPORVEMENT PROJECT
TEMPORARY STORM DRAIN EASEMENT

**AGREEMENT FOR DEDICATION OF
TEMPORARY SLOPE, CONSTRUCTION AND STORM DRAIN EASEMENTS
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this 31st day of January, 2005, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and KELLY HOLDINGS L.L.C., (hereinafter the "Owners"), whose mailing address is 3412 56th St. Unit 101, Gig Harbor WA 98335.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the KELLY HOLDINGS L.L.C., 3412 56th St., Unit 101, Gig Harbor WA 98335 (Tax Parcel Number 0221173084) 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 Temporary Slope, Construction and Storm Drain Easements, which Easements are legally described in **Exhibit "B"** ("Temporary Slope, Construction and Storm Drain Easements") which are attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the OLYMPIC DRIVE AND 56th STREET Roadway Improvement Project (CSP -0133); and

WHEREAS, the City requires a Temporary Slope Easement to tie into the roadway any improvements requiring a permanent slope; and, the City requires the Temporary Construction Easement over the Property in order to tie the private driveway on the Property into the City's permanent Roadway (the Olympic Drive and 56th Street Roadway Project) so that the Property Owners will have access to the Roadway; and, the City requires the Temporary Storm Drain Easement for the purpose of installing permanent storm drainage improvements. In exchange for the Owners' dedication of the Temporary Slope, Construction and Storm Drain Easements, the Owners will obtain the benefits associated with construction of the OLYMPIC DRIVE AND 56th STREET Roadway Improvement Project (CSP -0133); 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, Construction and Storm Drain Easements to the City.

A. Grant.

1. TEMPORARY SLOPE, CONSTRUCTION AND STORM DRAIN EASEMENTS.

The Owners hereby grant nonexclusive Temporary Slope, Construction and Storm Drain Easements for the City to tie into the permanent Roadway any improvements requiring a permanent slope; and, where the City requires the Temporary Construction Easement over the Property in order to tie the private driveway on the Property into the City's permanent Roadway; and, for the City to install permanent storm drainage improvements for the construction of the OLYMPIC DRIVE AND 56th STREET Roadway Improvement Project (CSP -0133) across, along, in, upon, under and over the Owners' property as the Easements is described in **Exhibit "B"** and as depicted in a map attached hereto and incorporated herein as **Exhibit C-1** showing the Temporary Slope and Construction Easements and **Exhibit C-2** showing the Temporary Storm Drain Easement.

The City shall, upon completion of any work within the Property covered by these Easements, restore the surface of the Easements 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. These Temporary Slope, Construction and Storm Drain Easements 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, Construction and Storm Drain Easements described above are 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 to the Owner's property associated with the permanent slope improvements, to the tie in from the permanent Roadway improvements, and to the permanent storm drain improvements.

2. The Owners shall not use any portion of the areas within the Temporary Easements 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 Easements during the term of this Agreement.

3. The City shall have all necessary access to the Temporary Slope, Construction and Storm Drain Easements 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:

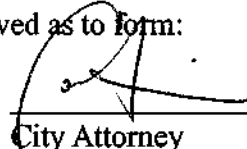
KELLY HOLDINGS L.L.C.

CITY OF GIG HARBOR

By: 
C. Patrick Kelly

By: _____
Its Mayor

Attest:
By: _____
City Clerk

Approved as to form:
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,

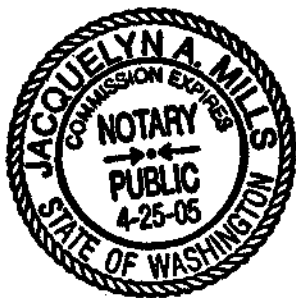
residing at: _____

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that ^CPatrick ~~L~~ Kelly is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged he is the Managing Partner of the Kelly Holdings L.L.C., to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 1-31-2005



Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills

NOTARY PUBLIC, State of Washington,

residing at: Thurston County

My appointment expires: 4-25-05

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

BEGINNING 24 RODS EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF W.M., IN PIERCE COUNTY, WASHINGTON; THENCE EAST 56 RODS; THENCE SOUTH 28.58 RODS; THENCE WEST 56 RODS; THENCE NORTH TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 30 FEET FOR 56TH STREET NORTHWEST (PUGET WAY).

ALSO EXCEPT THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY BOUNDARY LINE OF OLYMPIC DRIVE NORTHWEST AS ESTABLISHED BY DEDICATION DEED RECORDED UNDER AUDITOR'S NUMBER 2449241.

EXHIBIT B

TEMPORARY SLOPE EASEMENT DESCRIPTION

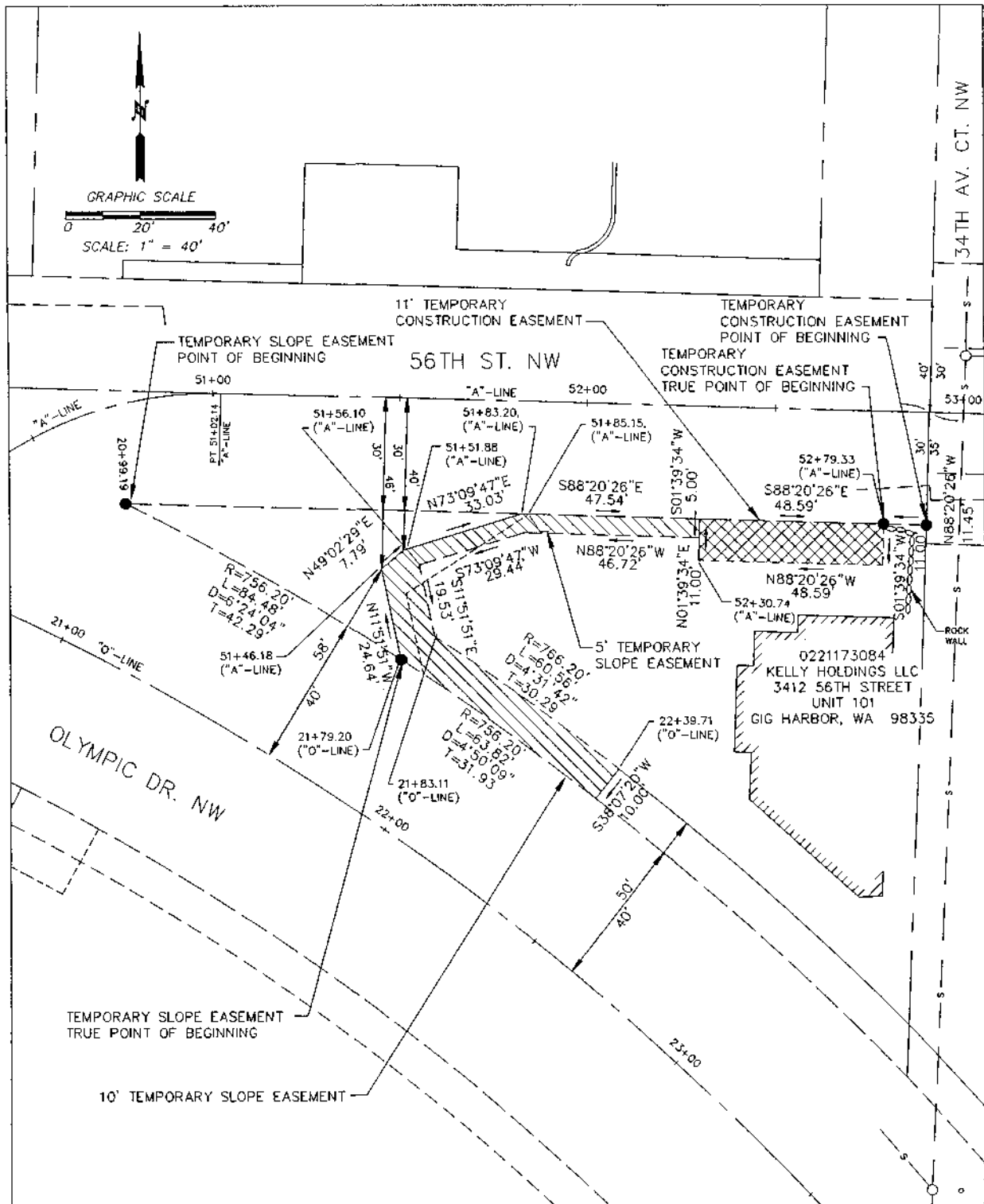
A PORTION OF PARCEL NO. 0221173084 DESCRIBED AS A "5' AND 10' TEMPORARY SLOPE EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY SLOPE EASEMENT POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 756.20' AND WHOSE LENGTH IS 84.48' AND WHOSE ANGLE IS 6°24'04" AND WHOSE TANGENT IS 42.29' TO A POINT BEING THE "TEMPORARY SLOPE EASEMENT TRUE POINT OF BEGINNING, THENCE N11°51'51"W A DISTANCE OF 24.64', THENCE N49°02'29"E A DISTANCE OF 7.79', THENCE N73°09'47"E A DISTANCE OF 33.03', THENCE S88°20'26"E A DISTANCE OF 47.54', THENCE S01°39'34"W A DISTANCE OF 5.00', THENCE N88°20'26"W A DISTANCE OF 46.72', THENCE S73°09'47"W A DISTANCE OF 29.44', THENCE S11°51'51"E A DISTANCE OF 19.53', THENCE ALONG A CURVE WHOSE RADIUS IS 766.20' AND WHOSE LENGTH IS 60.56' AND WHOSE ANGLE IS 4°31'42" AND WHOSE TANGENT IS 30.29', THENCE S38°07'20"W A DISTANCE OF 10.00', THENCE ALONG A CURVE WHOSE RADIUS IS 756.20' AND WHOSE LENGTH IS 63.82' AND WHOSE ANGLE IS 4°50'09" AND WHOSE TANGENT IS 31.93' AND RETURNING TO THE "TEMPORARY SLOPE EASEMENT TRUE POINT OF BEGINNING".

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

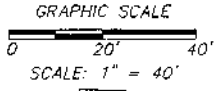
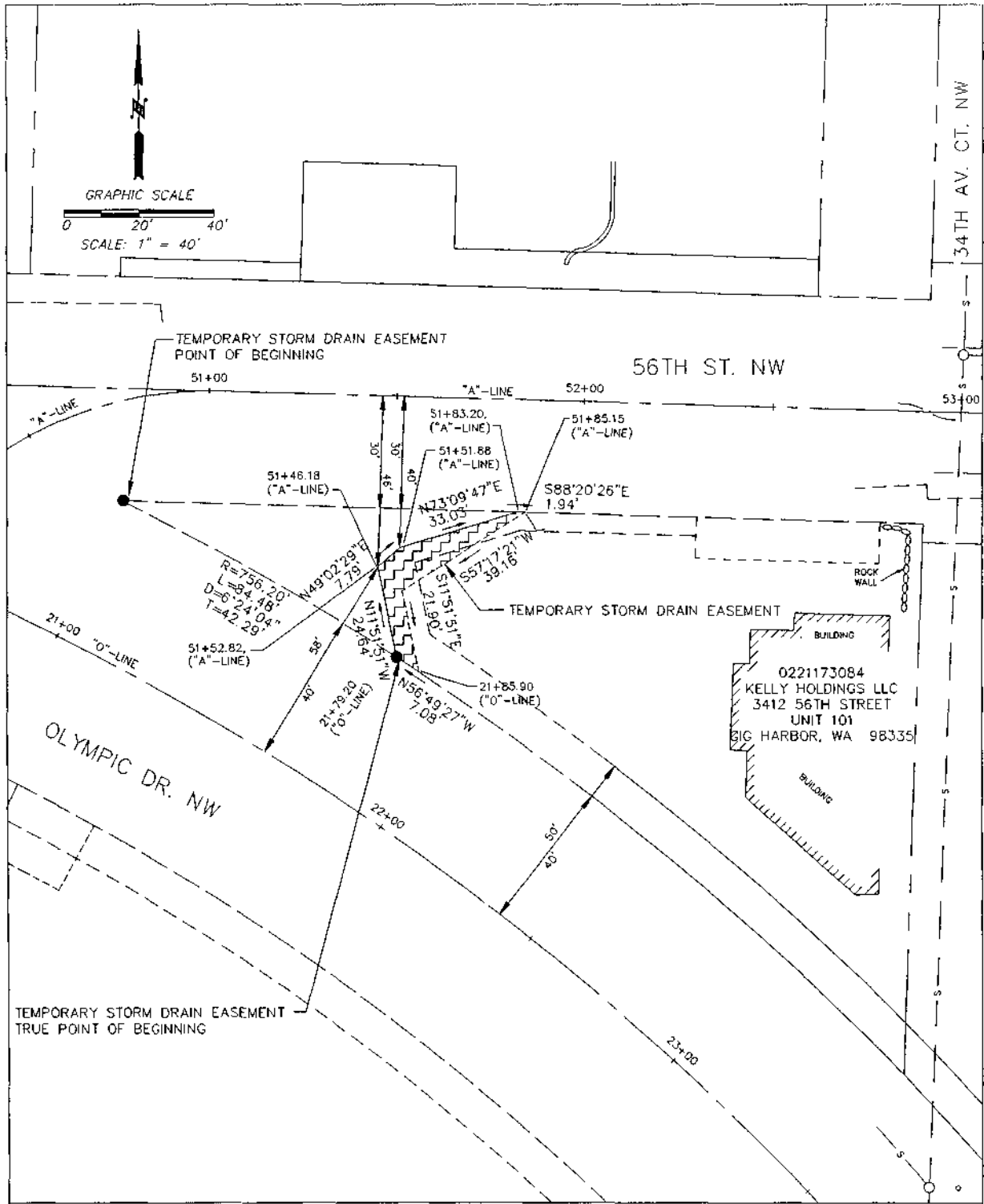
A PORTION OF PARCEL NO. 0221173084 DESCRIBED AS A "11' TEMPORARY CONSTRUCTION EASEMENT" WITH THE NORTHEAST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY CONSTRUCTION EASEMENT POINT OF BEGINNING", THENCE N88°20'26"W A DISTANCE OF 11.45' TO A POINT BEING THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING", THENCE S01°39'34"W A DISTANCE OF 11.00', THENCE N88°20'26"W A DISTANCE OF 48.59', THENCE N01°39'34"E A DISTANCE OF 11.00', THENCE S88°20'26"E A DISTANCE OF 48.59' AND RETURNING TO THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING".

TEMPORARY STORM DRAIN EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221173084 DESCRIBED AS A "TEMPORARY STORM DRAIN EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY STORM DRAIN EASEMENT POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 756.20' AND WHOSE LENGTH IS 84.48' AND WHOSE ANGLE IS 6°24'04" AND WHOSE TANGENT IS 42.29' TO A POINT BEING THE "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING," THENCE N11°51'51"W A DISTANCE OF 24.64', THENCE N49°02'29"E A DISTANCE OF 7.79', THENCE N73°09'47"E A DISTANCE OF 33.03', THENCE S88°20'26"E A DISTANCE OF 1.94', THENCE S57°17'21"W A DISTANCE OF 39.16', THENCE S11°51'51"E A DISTANCE OF 21.90', THENCE N56°49'27"W A DISTANCE OF 7.08' AND RETURNING TO THE "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING".



56TH ST. NW AND OLYMPIC DR. NW STREET IMPORVEMENT PROJECT
TEMPORARY CONSTRUCTION AND SLOPE EASEMENTS



56TH ST. NW

OLYMPIC DR. NW

0221173084
 KELLY HOLDINGS LLC
 3412 56TH STREET
 UNIT 101
 SIG HARBOR, WA 98335

56TH ST. NW AND OLYMPIC DR. NW STREET IMPORVEMENT PROJECT
 TEMPORARY STORM DRAIN EASEMENT



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *Sam*
CITY ENGINEER
SUBJECT: POINT FOSDICK DRIVE / 56TH STREET PROJECT CSP-0202
CONSULTANT SERVICES CONTRACT AMENDMENT NO. 2
DATE: FEBRUARY 14, 2005

INTRODUCTION/BACKGROUND

On May 28, 2002, the City Council approved a consultant services contract for the topographic survey and base map creation for the above-mentioned project to the engineering firm of David Evans and Associates, Inc. (DEA) in the amount of \$19,689.00. Subsequently, the City Council approved a consultant services contract for the development of a design report and generation of approximately 50 percent construction plans. This amendment will provide for the completion of final plans, specifications and estimate for this project. The estimated construction cost for this project is estimated to be \$2.5 million dollars.

The tasks to be completed under this amendment include the following:

- Project Management,
- Public Notification and Meetings,
- Survey Work for Final Engineering,
- Develop Final Project Plans,
- Grading Plans and Quantities,
- Channelization and Signing Plan,
- Illumination Plan,
- Utilities Coordination,
- Storm Drainage Design and Plans,
- Erosion Control Plans,
- Retaining Walls,
- Develop Right of Way Plans,
- Project Specifications and Construction Cost Estimate,
- Sanitary Sewer Plans,
- Landscape Plans,
- Contingency Work as authorized by the City of Gig Harbor,
- Miscellaneous Expenses.

FISCAL CONSIDERATIONS

This is a budgeted item from the 2005 Street Operating Fund, Objective No. 2, and is within the \$150,000.00 allocated for this project.

Council approval is requested to execute a contract amendment to the engineering services contract with DEA.

The consultant services contract with DEA for engineering services is currently in the amount of \$19,689.00. Amendment No. 1, in the amount of \$124,571.30, revised the total contract with to \$144,260.30. This contract amendment revises the total project design and engineering costs to \$284,310.50.

RECOMMENDATION

I recommend that the Council authorize execution of Amendment No. 2 to the consultant services contract for the final design services between the City of Gig Harbor and DEA in the not to exceed amount of One hundred forty thousand fifty dollars and twenty cents (\$140,050.20).

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

THIS SECOND AMENDMENT is made to the AGREEMENT, dated May 28, 2002, and subsequent AMENDMENT #1, dated August 11, 2003, 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, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Wastewater Outfall Extension 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 May 28, 2002, (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: One hundred forty thousand fifty dollars and twenty cents (\$140,050.20). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as

if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2005.

THE CITY OF GIG HARBOR

By: Randy Anderson
Its Principal
SR. ASSOCIATE

By: _____
Mayor

Notices to be sent to:

CONSULTANT
David Evans and Associates, Inc.
Attn: Randy Anderson, P.E.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

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: _____

CITY OF GIG HARBOR

EXHIBIT A---SCOPE OF SERVICES for the

PREPARATION OF FINAL PLANS, SPECIFICATIONS, AND ESTIMATE for

PHASE 2

of the

POINT FOSDICK DRIVE NW/56TH STREET NW PROJECT

from

OLYMPIC DRIVE NW

to

OLYMPIC DRIVE

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for Phase 2 work on the project. Exhibit A describes the Scope of Services that will be performed by DEA for the preparation of the final Plans, Specifications, and Estimate for this project. DEA has completed Phase 1 of the project that included the preparation of a design report and preliminary plans for this project.

The project will involve the widening and improvement of approximately 2,900 lineal feet of Point Fosdick Drive NW/56th Street NW. The project extends from the Point Fosdick Drive NW/Olympic Drive NW intersection to Olympic Drive NW.

The project will be designed using American Association of State and Highway Transportation Officials (AASHTO), the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Works Standards as guidelines for the development of the project. The design of the project will follow the parameters established in the Design Report prepared by DEA and approved by the City Engineer for the project.

Additional studies, investigations, or reports not covered in this Scope of Services can be performed by DEA on a time and expense basis.

TASK 1 - PROJECT MANAGEMENT

For this project task, DEA will:

- Attend up to 4 two-hour project meetings that will be held approximately every three

- weeks to discuss project issues, obtain project decisions from the City, or jointly develop project criteria for the development of the project;
- Provide reports to the City on the status of the project either verbally or in written form every four weeks. Documenting key issues and decisions made for the project is included in this task. The update report will also identify tasks that must be performed by the Consultant and by the City for the upcoming two-week period to keep the project on schedule;
 - Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project;
 - Provide project management, administration, and engineering supervision for the project to assure that the work is being done in conformance with the project's Design Report and applicable design standards;
 - DEA staff will utilize up to 20 hours making site visits as necessary to determine whether design concepts can be practically implemented in the field; and
 - Provide internal QA/QC review throughout the design process.

Task Deliverables:

DEA will attend four meetings, provide project updates to the City as requested, prepare and submit invoices, provide project management and oversight and engineering supervision, make site visits as necessary, and perform internal QA/QC review for the project.

TASK 2 - PUBLIC NOTIFICATION AND MEETINGS

Work on this task will be done at the direction of the City on a time and expense basis. This task involves meetings with individual property owners or groups of property owners to discuss project details with them or arranging and holding public meeting(s) for the project. During Phase 1 work the City held a public meeting and public comments were received. Plan revisions will be made in Phase 2 work to incorporate received comments into the project design. If so requested by the City, DEA will:

- Meet with private property owners regarding project details and impacts of the project to their property or prepare and/or participate in public meeting(s) to discuss project design issues;
- Respond to public inquires about the project and project design features; and
- Prepare correspondence for the City to disseminate to the public.
- Handle communications and coordination efforts with the Washington State Department of Transportation (WSDOT). This task does not include additional design or survey efforts as may be requested by WSDOT however.

Task Deliverables:

DEA will meet with private property owners, respond to public inquires, coordinate with WSDOT, and prepare correspondence for the City for the project at the request of the City.

TASK 3 – SURVEY WORK FOR FINAL ENGINEERING

As final design work on the project proceeds, additional survey work will be needed to enable the project design to match existing field conditions or collect survey data on conditions that have changed since the original survey work was done for the project. Utility companies will also be asked to field locate their facilities for conflicts with the project' storm, sanitary, or electrical systems and this information needs to be collected and mapped. Adjacent property owners may also want to know how this project impacts their property or access to their property and project design will need to be laid out in the field. This task assumes two site visits and includes work not to exceed 12 hours of field crew time and 8 hours of office time.

For this project task, DEA will:

- Perform survey work as necessary to collect information for the project's final design, collect utility information, or lay out the project in the field for adjacent property owners.

Task Deliverables:

DEA will perform survey and mapping work to support the development of the project.

TASK 4—DEVELOP FINAL PROJECT PLANS

DEA will develop final plans for the project and submit them to the City for review at the 60% and 90% stage of completion. After the 60% and 90% submittals and after City review, DEA will meet with the City and participate in a review coordination meeting to respond to City questions and comments and revised the plans accordingly. Thereafter a 100% complete set of full size and half-size Mylar plans will be delivered to the City. The plans will also be sent to the City on a CD in AutoCAD 2000 and LDDT format.

For this project task, DEA will:

- Develop plan cover sheet, index, legend, vicinity and location maps;
- Develop a summary of quantities sheet;
- Develop roadway sections with stationing and roadway details;
- Develop site preparation plans and details (Approximately 8 sheets);
- Develop roadway plan and profile sheets (Approximately 8 sheets);
- Develop plans and profiles for two major intersections;
- Develop plans and profiles for private driveways and private roads;
- Develop project details; and
- Attend 2 four-hour review and comment meetings for the project at the 60% and 90% plan stage.

Task Deliverables:

Plans at the 60% and 90% completion stages will be submitted to the City and revised according to City comments. A 100% complete set of full size and half-size Mylar plans will be delivered to the City. The plans will also be sent to the City on a CD in AutoCAD 2000 and LDDT format.

TASK 5---GRADING PLAN AND QUANTITIES

DEA will develop grading plans and details for the project. Earthwork quantities and final cross sections will be developed for the project. The cross sections will be in a format useable by potential bidders for the construction of the project.

For this work project, DEA will:

- Develop project grading details
- Develop earthwork quantities
- Develop and run cross sections and plot catch points

Task Deliverables:

Project grading details, earthwork quantities, and cross sections for the project.

TASK 6---CHANNELIZATION, STRIPING AND SIGNING PLAN

DEA will develop channelization, striping, and signing plans for the project. This work task includes development of crosswalk plans for the project.

For this project task, DEA will:

- Develop channelization plans and details for the project;
- Develop striping plans and details for the project;
- Develop a signing plan and details for the project; and
- Develop crosswalk plans and details for the project.

Task Deliverables:

Channelization, striping, signing, and crosswalk plans for the project.

TASK 7---ILLUMINATION PLAN

DEA will calculate light levels for the project in accordance with City standards, develop an illumination design and report, develop an illumination plan and develop a wiring layout and schedule for the project.

For this project task, DEA will:

- Calculate light levels per City standards within the project limits;
- Develop an illumination design and report; and
- Develop an illumination wiring and layout schedule for the project.

Task Deliverables:

Calculated light levels, an illumination design and report, and a wiring and layout schedule.

TASK 8--UTILITIES COORDINATION

DEA will provide utility coordination effort for the project. DEA will make reasonable efforts to coordinate the design of this project's infrastructure facilities with existing and planned utilities infrastructure facilities. It is understood that the success of this task is dependent on the cooperation and effort of the individual utilities involved with the project. Reasonable revisions to the project's design will be made to include minor changes to isolated segments of the storm drainage system and the irrigation plan. It does not include changing the road's horizontal or vertical alignment or extensive changes to the storm drainage system.

For this project task, DEA will:

- Contact the individual utilities and send them preliminary design information for the project;
- Hold 1 four-hour meeting with utility company representatives to review the project and review individual plans and utility proposals;
- Make reasonable revisions to the project plans one time only to accommodate existing or proposed utility infrastructure facilities; and
- Coordinate utility relocation work with project design work and provide utility information on the project plans.

Task Deliverables:

Individual utility companies will be contacted, one 4-hour meeting with utility representatives will be attended, reasonable plans revisions will be made, and coordination between utility work and project work will be completed whenever possible.

TASK 9--STORM DRAINAGE DESIGN AND PLANS

DEA will develop a storm drainage system that provides for both water quantity and water quality control. On-site detention facilities, and a vault type approved filter system will be used to address water quality issues. Design criteria for the storm drainage system will follow the City's current development regulations.

Type, size, and location of water quality and water quantity control facilities will utilize designs and calculations established in the Storm Drainage Report developed in Phase 1 of this project.

For this project task, DEA will:

- Develop storm drainage plans and profiles (Approximately 8 sheets);
- Develop plans and details for the project's storm drainage detention facilities;
- Develop plans and details for the project's storm water quality control systems;
- Prepare structure notes for the project; and
- Prepare applicable storm drainage details for the project.

Task Deliverables:

Approximately 8 storm drainage plan and profile sheets, a design for two storm drainage detention facilities, a design for two storm drainage water quality facilities, and development of drainage details for the project.

TASK 10---TESC PLAN

DEA will develop a temporary erosion and sedimentation control (TESC) plan for the project. This will include preparation of a TESC design and report with applicable TESC calculations.

For this project task, DEA will:

- Develop a TESC design and report with TESC calculations;
- Develop TESC plans for the project (Approximately 8 sheets); and
- Develop TESC details for the project

Task Deliverables:

A TESC design and report with calculations, approximately 8 TESC plan sheets, and TESC details for the project.

TASK 11---RETAINING WALLS

DEA will develop a matrix noting the location of retaining walls needed for the project, their top elevation, and their footing elevation and provide a design for the needed retaining walls. DEA will use existing City wall design standards or a propriety design wall system as selected by the City for the retaining walls on this project. It is estimated that approximately five individual retaining walls will be needed for the project.

This task does not include the need for a structural wall design or work by a structural engineer.

For this project task, DEA will:

- Develop a vertical and horizontal location for approximately five retaining walls for the project;
- Develop wall profile sheets (Approximately 2 sheets);
- Develop sub-grade drainage systems for the retaining wall; and
- Develop or implement wall design standards and details for the project.

Task Deliverables:

A vertical and horizontal location design for approximately five retaining walls, two sheets of plans showing vertical elevation information for the walls, a design for a sub-grade drainage system for the walls, and wall details as necessary.

TASK 12---DEVELOP RIGHT-OF-WAY PLANS

DEA and the City will work cooperatively on this task. Coordination of the work will be a DEA responsibility. The City agrees to do their work in a manner that does not impact or interfere with DEA's work schedule. DEA will provide the City with a map showing all needed right-of-way for the project. The development of the right-of-way plans for the project will be done at approximately the 90% plan completion stage. Property owner and property line information will be based on information obtained from the Assessor-Treasurer's maps and current title reports provided to DEA by the City.

For this project task, DEA will:

- Develop right-of-way base maps showing existing right-of-way limits, property lines, and property owner information;
- Determine and show where additional right-of-way or easements are needed for the project; and
- Calculate property rights take areas for each individual parcel area.

For this project task, the City will:

- Obtain copies of the most recent applicable Assessor-Treasurer's maps and current title reports and forward them to DEA;
- Obtain and forward to DEA all needed title reports for parcels identified by DEA;
- Prepare legal descriptions for the needed additional right-of-way for the project;
- Negotiate and acquire all needed right-of-way for the project; and
- Handle all communications with adjacent property owners regarding right-of-way takes and impacts for the project.

This work task is limited to right-of-way needed for the road project only. Easements for utility relocation work or similar work is not included in this scope of services.

Task Deliverables:

Approximately 8 right-of-way plan sheets showing existing right-of-way lines, property lines and property owners, and needed right-of-way takes or easement areas.

TASK 13---PROJECT SPECIFICATIONS AND CONSTRUCTION ESTIMATE

DEA will develop project specifications and special provisions and a construction cost estimate for the project. The Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction 2004 edition and WSDOT Standard Plans will be used for the project. The project specifications and general special provisions will be submitted to the City one time for review and comment at approximately the 90% plan completion stage of the project.

For this project task, DEA will:

- Develop preliminary and final project specifications for the project;
- Develop preliminary and final general special provisions for the project; and
- Develop construction cost estimates at 60%, 90%, and 100% plan stage of the project.

For this project task the City will;

- Provide DEA with complete and accurate Division One General Requirements specifications and Division 1 Special Provisions for the project in electronic format.

Task Deliverables:

A final set of project specifications and general special provisions and three cost estimates for the project.

TASK 14----SANITARY SEWER PLANS

DEA will develop a plan for replacement of approximately 900 lineal feet of the existing sanitary sewer system within the project limits. This task is limited to replacement of the existing system, adding necessary details to the plans for replacing the existing system, developing project specifications, and providing cost estimate information for the system. Sanitary sewer design work is not included in this task.

For this task, DEA will:

- Develop plans and profiles for the sanitary sewer replacement work;
- Develop sanitary sewer details for the sanitary sewer system;

TASK 15----LANDSCAPE PLAN

DEA will develop a landscape plan and design an irrigation system for the project. The landscapes plan for the project will generally consist of Red Cascade Mountain Ash spaced at 20-foot centers. Beauty bark will go around the tree bases. The remainder of the median strip will be grass. Development of sight distances diagrams for landscaping features is not included in this task. Landscape plans will be stamped and signed by a licensed landscape architect.

For this project task, DEA will:

- Develop landscaping plans for the project (Approximately 8 sheets);
- Develop irrigation plans for the project (Approximately 8 sheets); and
- Develop irrigation details for the project.

Task Deliverables:

Approximately 8 sheets of landscape plans, 8 sheets of irrigation plans, and a sheet of landscape and irrigation details.

ADDITIONAL SCOPE OF WORK OPTIONS

DEA has the in-house expertise and will be available perform additional services in connection with the project at the request of the City. These services include additional survey work, civil and traffic engineering design, environmental and permitting work, preparation of easements or other legal descriptions and documents, right-of-way acquisition, public involvement, and construction surveying support.

SUBCONSULTANT SERVICES

DEA will retain subconsultant services if necessary and authorized by the City. It is not anticipated that subconsultant services will be needed for this project.

EXCLUSIONS

The following work tasks are not included in this Scope of Work:

1. Right-of-way acquisition, preparation of legal descriptions, easements, or similar work, obtaining property title reports, setting property corners or doing other survey work that would require the filing of a Record of Survey.
2. Data or information such as noise studies, air pollution data, or similar information.
3. Additional design or survey work for WSDOT, negotiating with them, or providing them with engineering information or data that has not already been developed under the scope of work for this project with the City. This includes additional survey work that WSDOT may request.
4. Negotiations with impacted utilities for utility placement or mandating that utilities provide DEA with utility location information for the development of the project plans.
5. Structural engineering for the design of retaining walls or other facilities.
6. Preparation or development of an environmental checklist, permits, or other environmental or permitting work.

SERVICES PROVIDED BY THE CITY

The City will:

- Obtain permission to access onto adjoining private properties for project design

purposes.

- Provide all available as-built utility plans, road and storm drainage plans, or other engineering plans to DEA.
- Provide the most recent copies of Assessor-Treasurer's maps and current title reports for the development of the project's right-of-way plans.
- Provide all available maps, plans, deeds, and other documents not available from other sources to DEA.
- Provide current design standards and criteria in published form and in electronic format if needed by DEA.
- Provide all standards details needed for the project in electronic format compatible with AutoCAD 2000.
- Provide current storm drainage standards and criteria in published form and in electronic format if needed by DEA.
- Perform all needed environmental and permitting work for the project and obtain all needed permits for the project.
- Provide DEA with applicable utility permit and franchise information as needed to facilitate this project.
- Review all submittals made to the City within 30 working days and return them to DEA with written comments regarding needed changes or revisions.
- Provide DEA with a copy of their standard specifications, special provisions, bid sheet, and engineer's estimate of a recent previous project in electronic format.
- Handle communications and coordination efforts with WSDOT.
- Negotiate with the applicable utility to provide power for the project's signal system and illumination system.
-

REIMBURSABLES

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics, postage, and express mailing.
- Mileage

PROJECT COMPLETION

DEA will begin work on project after receipt of a written notice to proceed from the City. DEA will deliver 60% complete plans within 90 working days thereafter to the City for review and comment. After receiving City comments for the 60% plans DEA will deliver 90% complete plans 40 working days thereafter to the City for review and comment. After receiving City comments for the 90% plans DEA will deliver final plans 30 working days thereafter to the City. It is anticipated that the project will be to the 90% completion stage by 12/31/2005.

P:\AC\COGH00000015\0000CON\0030Contract\FINALPHASESCOPE020205.doc

CITY OF GIG HARBOR
POINT FOSDICK DRIVE NW/56TH STREET NW
EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

FINAL PLANS AND SPECIFICATIONS

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
87 TASK 8—UTILITIES COORDINATION																			
88 Contact Individual Utilities and Provide Design Information	0			2	16	6											4		
89 Hold 1 Four-Hour Meeting with Utilities	0			4	4														
90 Make Reasonable Relocations One Time Only to Accommodate Utilities	0	0		2	6	16													
91 Coordinate Utility Relocation Work with Project Design Work				4	16	4													
92 Total	0		1	12	44	26	0	0	0					0	0	0	4	\$ 6,989.12	\$ 6,989.12
94 TASK 9—STORM DRAINAGE DESIGN AND PLANS																			
95 Develop Storm Drainage Plans and Profiles (Approximately 8 Sheets)			2	4	16	24													
96 Develop Plans and Details for the Project's Two Storm Drainage Detention Facilities			2	4	16	20													
97 Develop Plans and Details for the Project's Two Storm Water Quality Facilities			2	4	16	20													
98 Prepare Structure Notes			1	4	20	8													
99 Prepare Applicable Storm Drainage Details			1	4	8	16													
100 Total	0		8	20	76	88	0	0	0					0	0	0	0	\$ 15,280.48	\$ 15,280.48
104 TASK 10—TESC PLANS																			
105 Develop & TESC Design Report and TESC Calculations			0	4	12	4													
106 Develop TESC Plans for Project (Approximately 6 Sheets)			0	4	12	8													
107 Develop TESC Details for Project				2	6	8													
108 Total	0		0	10	30	20	0	0	0					0	0	0	0	\$ 4,884.40	\$ 4,884.40
109 TASK 11—RETAINING WALLS																			
110 Develop Vertical and Horizontal Location for Approximately Five Retaining Walls	0		1	4	8	12													
111 Develop Wall Profile Sheets (Approximately 3 Sheets)				4	6	12													
112 Develop Subgrade Drainage System for the Retaining Walls				1	2	6													
113 Develop or Implement Wall Design Standards and Details	0			2	4	8													
114 Total	0		1	11	20	40	0	0	0					0	0	0	0	\$ 5,574.60	\$ 5,574.60
115 TASK 12—DEVELOP RIGHT-OF-WAY PLANS																			
116 Develop Base RW Maps Showing Existing RW and Property Lines	0		2	4	16	12													
117 Determine and Show Additional RW or Easements Needed	0		4	12	24	6				6									
118 Calculate Property Take Areas	0		2	2	12	2													
119 Total	0		8	18	52	20	0	0	0	6	0	0	0	0	0	0	0	\$ 9,550.96	\$ 9,550.96
120 TASK 13—PROJECT SPECIFICATIONS AND ESTIMATE																			
121 Develop Preliminary and Final Project Specifications	0		2	6	0	0													
122 Develop Preliminary and Final General Special Provisions	0		4	24	12														
123 Develop Cost Estimates at the 60%, 80%, and 100% Plan Stage	0		4	6	18	4													
124 Total	0		10	38	34	4	0	0	0					0	0	0	4	\$ 10,342.32	\$ 10,342.32
125 TASK 14—SANITARY SEWER PLANS																			
126 Develop Plans for the Sanitary Sewer Replacement Work			1	2	6	8													
127 Develop Sanitary Sewer Plan Details for the System	0			2	2	4													
128 Total	0		1	4	10	12	0	0	0					0	0	0	0	\$ 2,174.60	\$ 2,174.60
129 TASK 15—LANDSCAPE PLAN																			
130 Develop Landscape Plans (Approximately 6 Sheets)			0	2	6	8													
131 Develop Irrigation Plans (Approximately 6 Sheets)			0	2	16	8													
132 Develop Irrigation Details				2	4	8													
133 Total	0		0	6	26	24	0	0	0	0	0	0	0	5	0	0	0	\$ 5,180.44	\$ 5,180.44
134 Total Hours	24		144	183	490	508	0	116	24	10	4	6	12	5	0	10	65		
135 Rate	\$ 140.00	\$ 190.00	\$ 105.00	\$ 84.48	\$ 85.00	\$ 95.00	\$ 95.00	\$ 62.15	\$ 127.10	\$ 118.00	\$ 80.00	\$ 75.00	\$ 130.00	\$ 125.00	\$ 95.00	\$ 70.00	\$ 48.00		
136 Direct Labor	\$ 3,360.00	\$ 18,720.00	\$ 18,216.00	\$ 40,656.40	\$ 32,860.00	\$ 95.00	\$ 95.00	\$ 6,529.40	\$ 3,050.40	\$ 1,160.00	\$ 320.00	\$ 450.00	\$ 1,680.00	\$ 625.00	\$ 700.00	\$ 3,120.00	\$ 135,250.20	\$ 135,250.20	
137																			
138 SUBCONSULTANT SERVICES																			
139																			
140																			
141																			
142																			
143 CONTINGENCY WORK (Additional Work Authorized by the City)																			\$ 4,000.00
144																			
145 EXPENSES																			
146 Reproduction, Postage, Express Delivery																			\$ 500.00
147 Mileage at \$.40 per mile																			\$ 500.00
148																			
149 TOTAL PROJECT COST																			\$ 140,050.20

Higher rate has been used for contingencies. Actual rate of person doing the work will be used for billing purposes.

CITY OF GIG HARBOR
POINT FOSDICK DRIVE NW/5TH STREET NW
EXHIBIT B
SCHEDULE OF RATES AND ESTIMATED HOURS

FINAL PLANS AND SPECIFICATIONS

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
	PIC	Sr	Project Engineer	Civil Designer	CADD Tech	Wetlands Biologist	Traffic Designer	Sr. Traffic Engineer	Sur. Mgr.	Project Surveyor	Survey Tech	Survey Crew-2 person	Landscape Manager	Landscape Designer	Acct. Mgr.	Admin.	Task Costs	Task Sums/ Expenses	
1																			
2	DAVID EVANS AND ASSOCIATES, INC																		
3	3700 PACIFIC AVENUE EAST, SUITE 311																		
4	TACOMA, WA. 98424																		
5																			
6																			
7																			
8	TASK 1—PROJECT MANAGEMENT																		
9	Attend 4 two-hour Meetings		8														3		
10	Provide Project Status Reports		12																
11	Prepare and Submit Invoices		12													10	8		
12	Project Management and Engineering Supervision		92														6		
13	Staff Site Visits		4	12															
14	CAVAC	24	8																
15	Total	24	76	12	0	0	0	0	0				0	0	10	15	\$ 15,920.00	\$ 15,920.00	
16																			
17																			
18	TASK 2—PUBLIC NOTIFICATION AND MEETINGS																		
19	Meet with Property Owners Regarding Project Details		4	4															
20	Respond to Public Inquiries Regarding Project		4	8															
21	Prepare Correspondence/Documents for Dissemination to Public		4	6	4														
22	Handle Communications/Coordination with WSDOT		4	12	4			4											
23	Total	0	16	0	28	8	0	0	4	0	0	0	0	0	0	0	\$ 5,761.64	\$ 5,761.64	
24																			
25	TASK 3—SURVEY WORK FOR FINAL ENGINEERING																		
26	Perform Survey Work as Necessary to Complete Final Plans	0		4						2	4	6	12						
27	Total	0	0	0	4	0	0	0	0	2	4	6	12	0	0	0	\$ 2,899.92	\$ 2,899.92	
28																			
29																			
30	TASK 4—DEVELOP FINAL PROJECT PLANS																		
31	Develop Cover Sheet, Index, Legend, Vicinity and Location Maps		2	4	8														
32	Develop Summary of Quantities Sheet		2	16	8														
33	Develop Roadway Sections with Stationing and Roadway Details		2	16	16														
34	Develop Site Preparation Plan Sheets and Details (Approximately 5 Sheets)		8	15	32														
35	Develop Roadway Plan and Profile Sheets (Approximately 8 Sheets)		4	32	40														
36	Develop Plan and Profiles for Two Major Intersections		2	8	16														
37	Develop Plan and Profiles for Private Driveways and Roads		2	12	18														
38	Develop Project Details		2	8	24														
39	Attend 2 Four-hour Review Meetings		4	0	0														
40																			
41	Total	0	16	36	112	160	0	0	0				0	0	0	0	\$ 25,721.76	\$ 25,721.76	
42																			
43																			
44																			
45	TASK 5—GRADING PLAN AND QUANTITIES																		
46	Develop Project Grading Details	0		2	8	16													
47	Develop Earthwork Quantities	0	1	2	12	4													
48	Develop and Run Cross Sections and Plot Catch Points	0		2	8	4													
49	Total	0	1	8	26	24	0	0	0				0	0	0	0	\$ 4,685.44	\$ 4,685.44	
50																			
51	TASK 6—CHANNELIZATION, STRIPING, AND SIGNING PLANS																		
52	Develop Channelization Plans and Details		1	2	2	20		24	4										
53	Develop Striping Plans and Details		1	2	4	12		16	4										
54	Develop Signing Plans and Details		1	2	4	18		16	4										
55	Develop Crosswalk Plans and Details		1	2	4	18		8	2										
56																			
57	Total	0	4	8	14	64	0	64	14				0	0	0	0	\$ 13,739.72	\$ 13,739.72	
58																			
59																			
60																			
61	TASK 7—ILLUMINATION PLAN																		
62	Calculate Light Levels per City Standards	0						16	2										
63	Develop Illumination Plan and Report	0	1	1	4			24	2										
64	Develop an Illumination Wiring Plan and Layout		1	1	12			12	2										
65	Total	0	2	2	0	16	0	52	6	0	0	0	0	0	0	0	\$ 6,544.40	\$ 6,544.40	
66																			



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *Sm*
CITY ENGINEER
RE: OLYMPIC DRIVE AND 56TH STREET ROADWAY IMPROVEMENT
PROJECT (CSP-0133)
- TEMPORARY CONSTRUCTION EASEMENT AGREEMENT - FGH
ASSOCIATES, LLC
DATE: FEBRUARY 14, 2005

INTRODUCTION/BACKGROUND

As part of the ongoing process for the City's Olympic Drive and 56th Street Roadway Improvement Project (CSP-0133), agreement for a Temporary Construction Easement is required from parcel number 0221177054, owned by FGH Associates, LLC. In order for the City to have access and the ability to construct this project, the subject easement has been granted by the owners for these purposes. The Temporary Construction Easement shall commence on the date of execution of the Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council (see attached exhibits).

The City's standard agreement for the dedication of a Temporary Construction Easement has been drafted and approved by City Attorney Carol Morris.

City Council approval of the easement agreement is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that City Council approve this Temporary Construction Easement as presented.

**AGREEMENT FOR DEDICATION OF
TEMPORARY CONSTRUCTION EASEMENTS
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this 31st day of January, 2005, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and FGH ASSOCIATES LLC, a Washington Limited Liability Company (hereinafter the "Owners"), whose mailing address is PO BOX 1997, GIG HARBOR WA 98335-3997.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the FGH Associates, LLC, 5358 33RD AVE. NW, GIG HARBOR, WA (Tax Parcel Number 0221177054) 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 Construction Easement, which easement is legally described in **Exhibit "B"** (the "Temporary Construction Easement") which is attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the Olympic Drive and 56th Street Roadway Improvement Project (CSP-0133); and

WHEREAS, the City requires the Temporary Construction Easement over the Property in order to tie the private road on the Property into the City's permanent roadway on Olympic Dr. NW so the Property Owners will have access to the roadway. In exchange for the Owners' dedication of the Temporary Construction Easement, the Owners will obtain the benefits associated with construction of the 56th St. NW and Olympic Dr. NW Street Improvement Project (CSP -0133); 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 Easement to the City.

A. Grant.

1. TEMPORARY CONSTRUCTION EASEMENT. The Owners hereby grant a nonexclusive Temporary Construction Easement for the purpose necessarily and reasonably related to the construction of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project 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 condition they were in immediately before commencement of the work or entry by the City. This Temporary Construction Easement shall commence on the date the City Council awards the construction project, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. Conditions. The temporary 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 use any portion of the areas within the temporary 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 easement during the term of this Agreement.

3. The City shall have all necessary access to the temporary easement with a minimum of 48 hours prior notification to the Owners.

4. The City shall close no more than one-half of the access at any given time; the total closure time shall not exceed 14 days.

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:

FGH Associates, LLC

CITY OF GIG HARBOR

By: Terry Wambaugh, member
Terry L. Wambaugh

By: _____
Its Mayor

Attest:

By: _____
City Clerk

Approved as to form:

By: [Signature]
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: _____

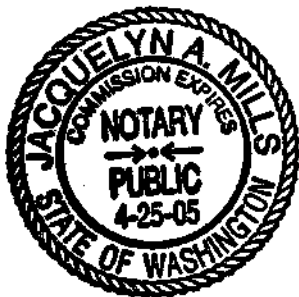
(Signature)

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 Terry L. Wambaugh is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as Managing Partner of the FGH Associates, LLC, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 1-31-2005



Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills

NOTARY PUBLIC, State of Washington,
residing at: Thurston County

My appointment expires: 4-25-2005

EXHIBIT A

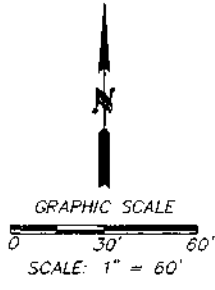
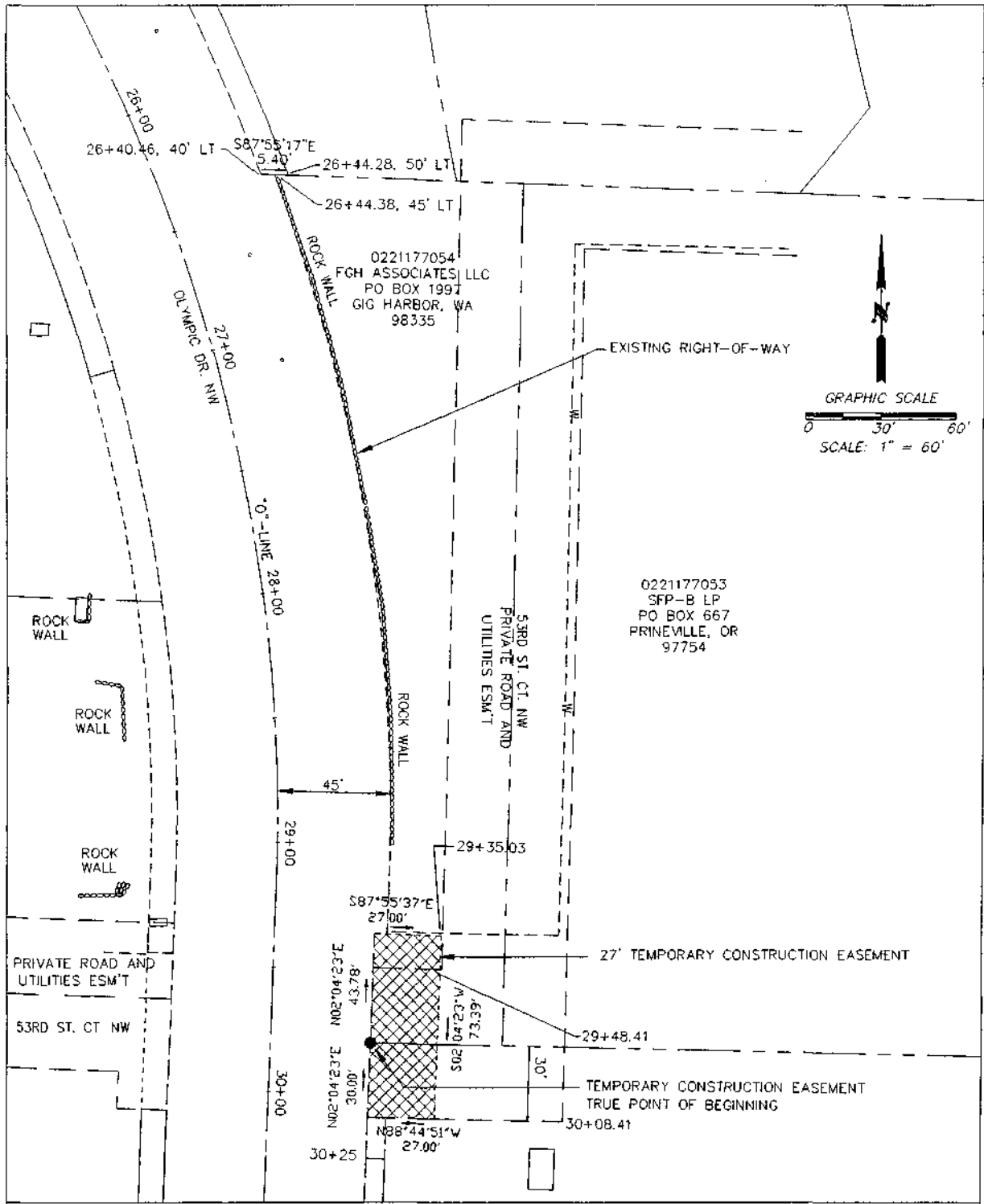
PROPERTY LEGAL DESCRIPTION

LOT 3, AS SHOWN ON SHORT PLAT NO. 200008215001, FILED WITH PIERCE COUNTY
AUDITOR, IN PIERCE COUNTY, WASHINGTON

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177054 INCLUDING A 60' WIDE PORTION OF THE PRIVATE ROAD AND UTILITY EASEMENT KNOWN AS 53RD ST. CT. NW AND DESCRIBED AS A "27' TEMPORARY CONSTRUCTION EASEMENT" WITH THE SOUTHWEST PROPERTY CORNER ALONG OLYMPIC DRIVE NW. BEING THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING", THENCE N02°04'23"E A DISTANCE OF 43.78', THENCE S87°55'37"E A DISTANCE OF 27.00', THENCE S02°04'23"W A DISTANCE OF 73.39', THENCE N88°44'51"W A DISTANCE OF 27.00', THENCE N02°04'23" A DISTANCE OF 30' AND RETURNING TO THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING".



56TH ST. NW AND OLYMPIC DR. NW STREET IMPROVEMENT PROJECT
 TEMPORARY CONSTRUCTION EASEMENT



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *SM*
CITY ENGINEER
RE: OLYMPIC DRIVE AND 56TH STREET ROADWAY IMPROVEMENT
PROJECT (CSP-0133)
- TEMPORARY CONSTRUCTION AND SLOPE EASEMENT
AGREEMENT - LESTER A. AND PATRICIA A. ROSENTHAL
DATE: FEBRUARY 14, 2005

INTRODUCTION/BACKGROUND

As part of the ongoing process for the City's Olympic Drive and 56th Street Roadway Improvement Project (CSP-0133), agreement for a Temporary Construction and Slope Easement are required from parcel number 0221177030, owned by Lester A. and Patricia A. Rosenthal. In order for the City to have access and the ability to construct this project, the subject easement has been granted by the owners for these purposes. The Temporary Construction and Slope Easement shall commence on the date of execution of the Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council (see attached exhibits).

The City's standard agreement for the dedication of a Temporary Construction and Slope Easement has been drafted and approved by City Attorney Carol Morris.

City Council approval of the easement agreement is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that City Council approve this Temporary Construction and Slope Easement agreement.

**AGREEMENT FOR DEDICATION OF TEMPORARY
CONSTRUCTION AND SLOPE EASEMENTS
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this 35th day of January, 2005, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and LESTER A. ROSENTHAL and PATRICIA A. ROSENTHAL, Husband and Wife, (hereinafter the "Owners"), whose mailing address is 4108 FOREST BEACH DR NW, GIG HARBOR WA 98335-5846.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the PENINSULA PET HOSPITAL, 3604 56TH ST NW, GIG HARBOR, WA (Tax Parcel Number 0221177030) 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 Temporary Slope and Construction Easements, which easements are legally described in **Exhibit "B"** ("Temporary Slope and Temporary Construction Easements") which are attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the Olympic Drive and 56th Street Roadway Improvement Project (CSP-0133); and

WHEREAS, in exchange for the Owners' dedication of the Temporary Easements, the Owners will obtain the benefits associated with construction of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP -0133); 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 Easements 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 OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project 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.

2. TEMPORARY CONSTRUCTION EASEMENT. The Owners hereby grant a nonexclusive Temporary Construction Easement for the purpose necessarily and reasonably related to the construction of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project 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 condition they were in immediately before commencement of the work or entry by the City. This temporary construction easement shall commence on the date of execution of this Agreement, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. **Conditions.** The Temporary Easements described above are 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 easements 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 easements during the term of this Agreement.

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

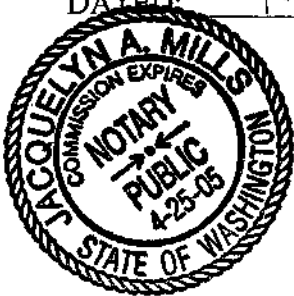
Section 2. The rights granted herein to the City shall continue in force until such time as the City Council accepts the roadway improvements for public ownership and maintenance.

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.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Lester A. Rosenthal is the person who appeared before me, and said person acknowledged that he was 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: 1-25-05

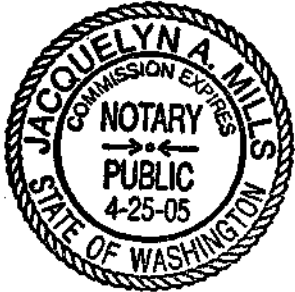


Jacquelyn A. Mills
(Signature)
Jacquelyn A. Mills
NOTARY PUBLIC, State of Washington,
residing at: Thurston County
My appointment expires: 4-25-05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Patricia A. Rosenthal is the person who appeared before me, and said person acknowledged that she was 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: 1-25-05



Jacquelyn A. Mills
(Signature)
JACQUELYN A. MILLS
NOTARY PUBLIC, State of Washington,
residing at: Thurston County
My appointment expires: 4-25-05

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL A OF BOUNDARY LINE REVISION RECORDED UNDER AUDITOR'S NUMBER 200408045003, DESCRIBED AS FOLLOWS:

LOT 1, AS SHOWN ON SHORT PLAT NO. 8606020176, FILED WITH THE PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE NORTH 10 FEET THEREOF CONVEYED TO PIERCE COUNTY FOR ADDITIONAL RIGHT OF WAY FOR 56TH STREET NORTHWEST BY DEED RECORDED UNDER AUDITOR'S NUMBER 8606090240.

EXHIBIT B

TEMPORARY SLOPE EASEMENT DESCRIPTION

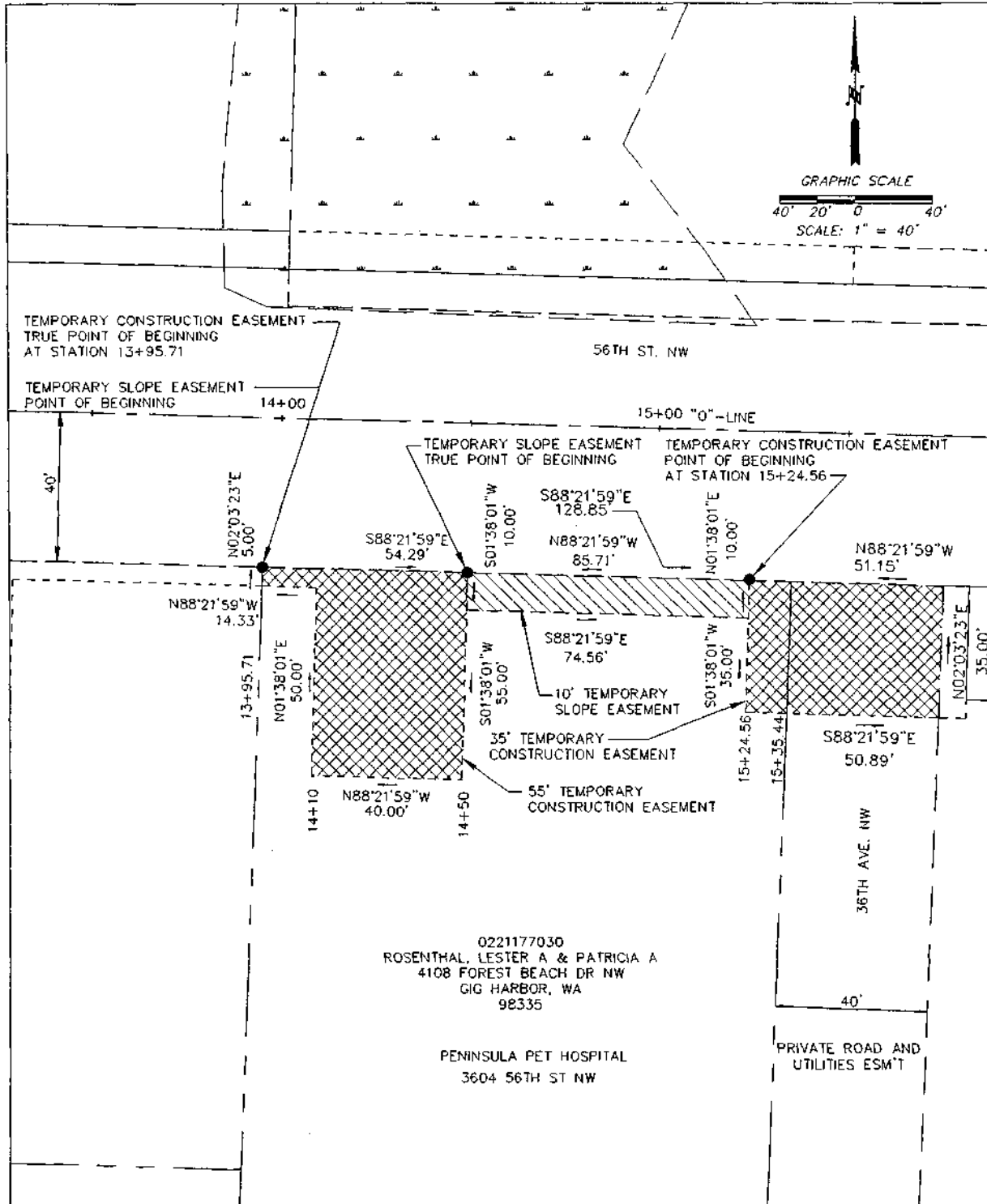
A PORTION OF PARCEL NO. 0221177030 DESCRIBED AS A "10' TEMPORARY SLOPE EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY SLOPE EASEMENT POINT OF BEGINNING", THENCE S88°21'59"E A DISTANCE OF 54.29' TO A POINT DESCRIBED AS THE "TEMPORARY SLOPE EASEMENT TRUE POINT OF BEGINNING", THENCE S01°38'01"W A DISTANCE OF 10.00', THENCE S88°21'59"E A DISTANCE OF 74.56', THENCE N01°38'01"E A DISTANCE OF 10.00', THENCE N88°21'59"W A DISTANCE OF 85.71' AND RETURNING TO THE "TEMPORARY SLOPE EASEMENT TRUE POINT OF BEGINNING".

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177030 DESCRIBED AS A "55' TEMPORARY CONSTRUCTION EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING AT STATION 13+95.71", THENCE S88°21'59"E A DISTANCE OF 54.29', THENCE S01°38'01"W A DISTANCE OF 55.00', THENCE N88°21'59"W A DISTANCE OF 40.00', THENCE N01°38'01"E A DISTANCE OF 50.00', THENCE N88°21'59"W A DISTANCE OF 14.33', THENCE N02°03'23"E A DISTANCE OF 5.00' AND RETURNING TO THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING AT STATION 13+95.71".

AND

A PORTION OF PARCEL NO. 0221177030 DESCRIBED AS A "35' TEMPORARY CONSTRUCTION EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING AT STATION 13+95.71", THENCE S88°21'59"E A DISTANCE OF 128.85' TO A POINT DESCRIBED AS THE "TEMPORARY CONSTRUCTION EASEMENT POINT OF BEGINNING AT STATION 15+24.56", THENCE S01°38'01"W A DISTANCE OF 35.00', THENCE S88°21'59"E A DISTANCE OF 50.89', THENCE N02°03'23"E A DISTANCE OF 35.00', THENCE N88°21'59"W A DISTANCE OF 51.15' AND RETURNING TO THE "TEMPORARY CONSTRUCTION EASEMENT POINT OF BEGINNING AT STATION 15+24.56".



56TH ST. NW AND OLYMPIC DR. NW STREET IMPORVEMENT PROJECT
 TEMPORARY CONSTRUCTION AND SLOPE EASEMENTS



Police Department

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: 2004 BOATING SAFETY PROGRAM AGREEMENT
DATE: FEBRUARY 14, 2005

INFORMATION/BACKGROUND

Pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis. A portion of these fees are distributed to counties providing approved boating safety programs. Under WAC 352-65-30, such counties are responsible for disbursing a portion of this funding to municipalities with approved boating safety programs. The WAC provides no set guidelines for distribution, other than to require "equitable" distribution of the funds. Gig Harbor has a state approved boating safety program and has received a portion of the state funding for the past ten years.

We were eligible for a portion of this funding during the 2004 budget year. Because of the delay in the state disbursement of funds, the county must wait to make their distribution. As a result, we are actually always contracting "in reverse," being paid for last year's budget cycle.

FISCAL IMPACTS

If we sign the agreement, we will receive our share of the 2004 funding, \$14,549.00. If we do not sign the agreement, we receive none of the state boating safety funds.

RECOMMENDATION

The contract terms are the same as 2003, other than the amounts. This agreement was reviewed and agreed upon by City Attorney Carol Morris. I recommend that Council authorize the Mayor to sign the Boating Safety Program Agreement as submitted.

**CITY OF GIG HARBOR
BOATING SAFETY PROGRAM AGREEMENT**

This agreement, entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY), witnesses that:

WHEREAS, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington counties that have approved boating safety programs; and

WHEREAS, the COUNTY has an approved boating safety program; and

WHEREAS, the 2005 annual distribution of vessel registration fees in the amount of \$200,371.70 has been received by the COUNTY; and

WHEREAS, pursuant to WAC 352-65-30, the legislative authority of each county with an approved boating safety program will be responsible for equitable distributing funds allocated by the state treasurer to local jurisdictions with approved boating safety programs within the county; and

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the COUNTY and receive and maintain State Park's approval for the boating safety program; and

WHEREAS, the CITY has received State approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the COUNTY; and

WHEREAS, the COUNTY and the CITY desire to enter into a cooperative agreement;


NOW, THEREFORE, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356-65-040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating safety funding.
2. The City agrees to operate its boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this Agreement.

3. The City agrees to submit an annual report of activities performed and participate in statewide boating surveys as required by State Parks. Additionally, in accordance with WAC 352-65-060, an annual program assessment and report of activities of the local jurisdiction boating safety program will be made by State Parks in order to insure the integrity of the program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is \$14,549.00. The County agrees to deliver to the City a Treasurer's check in that amount.
5. No changes or additions shall be made to this Agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
6. The laws of the State of Washington shall govern this contract. The parties stipulate that any lawsuit regarding this contract must be brought in Pierce County, Washington.
7. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provision of this Agreement shall remain in full force and effect.
8. This Agreement shall take effect upon the signature of both parties and shall remain in effect until September 30, 2005 unless sooner extended by written agreement of the parties.

End of agreement. Signature page attached.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # 

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

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: City of Gig Harbor

UBI No. _____

Address: 3510 Grandview St

Gig Harbor, WA 98335

Mailing Address: Same as above

Contact Name: Chief of Police

Phone: 253-851-8136

Fax: _____

PIERCE COUNTY:

Reviewed:

Prosecuting Attorney (*as to form only*) Date

Budget and Finance Date

Approved:

Department Director (*less than \$250,000*) Date

County Executive (*over \$250,000*) Date

CONTRACTOR-

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

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

Name of Corporation

Corporation's Employer Identification Number



2004 Summary of Activities Report

Reporting Period January 1, 2004 through December 31, 2004

Agency GIG HARBOR POLICE DEPARTMENT	County PIERCE
Address (Mailing Address) 3510 GRANDVIEW ST, GIG HARBOR WA 98335	
Name/Title of Person Completing Report SCOTT EMMETT - SGT-MSU	Phone 253-851-2236

Instructions on Reverse side

Law Enforcement Activities		Total Number
1	PATROL HOURS	328
	Officer Hours (Commissioned officer only)	344
2	RAMP INSPECTION HOURS	0
3	WRITTEN VESSEL INSPECTIONS - Total (a + b)	47
	a. Passing	18
	b. Failing	29
	c. Vessels From Out-of-Area	4
4	CITATIONS - Total (a + b + c + d + e + f)	3
	a. Registration	1
	b. Personal Flotation Devices	0
	c. Operation Under the Influence	0
	d. Reckless & Negligent Operation	0
	e. Vessel Sound Level Measurement	0
	f. Other	2
5	VISUAL SPOT CHECKS	265
6	COMPLAINTS	15
7	BOAT ASSISTANCE/SEARCH & RESCUE	18
8	ACCIDENT INVESTIGATIONS	0
9	THEFT INVESTIGATIONS	12
10	UNIFORM STATE WATERWAY MARKING SYSTEM (Navigational Aids)	
	Number maintained - Total	
	Number placed - Total	

Officer Professional Development		Total Number
11	BOATING SAFETY TRAINING (hours)	140
12	TRAINING CLASSES - List	
	CJTC 0462 BASIC MLE	80
	40 HOURS - 2 OFFICERS	
	STATE PARKS FALL CONF.	24
	24 HOURS - 1 OFFICER	
	P.O. IN-HOUSE TRN W/F.O.	36
	36 HOURS - 3 OFFICERS	
	Program Administration	
13	SUPERVISION/COORDINATION - Hours	27
14	MAINTENANCE	9
15	REPORTS	4
Volunteer Coordination		
16	TRAINING CLASSES	0
17	VOLUNTEER STAFF ADMINISTRATION	0

Law Enforcement Boating Education Activities

Report Educational Activities on attached Page 2 of this form	
Instructions for the educational activities are on Education report form itself.	

Mailing address: Washington State Parks and Recreation Commission
Boating Programs
P.O. Box 42654

Due date: January 15, 2005 Olympia, WA 98504-2654

By my signature below, I certify that the information in this report is accurate and was performed in compliance with the agency contract under WAC 352-65.

Signature/Title: Scott Emmett - SGT-MSU Date: 12/14/04
Printed Name and Title: SCOTT EMMETT - SGT. MSU SUPERVISOR

This report must be signed by the administrative supervisor of the boating program to meet program requirements.

SUMMARY OF LAW ENFORCEMENT BOATING SAFETY EDUCATIONAL ACTIVITIES

- PAGE 2 -

Element	Description	How many/How Much?
Presentations to Schools	Total number of presentations your agency made at local schools on boating safety topics. List total number of students attending.	Number of Presentations Number of Students 0
Adult Training Classes	Total number of classes taught by your fulltime agency personnel, reserves and volunteers. Total number of students who successfully completed the classes.	Number of classes Number of Students 0
Youth Training Classes	This category does not include school presentations above. Total number of classes taught by your fulltime agency personnel, reserves and volunteers. Total number of students who successfully completed the classes.	Number of classes Number of Students 0
Media Contacts	How many times did your agency provide information to the media? (Examples: telephone /television/ newspaper interviews or PSA's. List the total estimated audience.	Number of Contacts 1 Estimated total audience 40,000
Volunteers	How many persons volunteer to assist with your boating safety program? These can be either volunteer reserves or those who do educational volunteer work.	Number of volunteers who assist your program 0
Local Special Events	How many local special events did your agency participate in? Examples: fairs, safety day at the mall, parades or other ways that helped you display your boating safety messages.	Number of special events. 1- HEALTH & SAFETY EXPO
Partnering with other Boating Safety Organizations	How many times did your agency personnel present state and local information at an Auxiliary or Power Squadron class?	Number of classes attended. 0
Special Community Needs	Does your community have any special needs that you provide assistance? This could be races, regattas, or other education/boating activity.	<ol style="list-style-type: none"> (1) MARITIME REGATTA (2) BLESSING OF THE FLEET (3) CHRISTMAS BOAT PARADE (4) SPECIAL PEOPLES CRUISE (5) 4TH OF JULY FIREWORKS
Literature and Handouts	How many copies of each of the following did your agency hand out during this period?	Adventures in Boating Handbook EST. 100 Adventures in Boating Course Manual EST. 100 Hypothermia EST. 40 Other Literature:
Other Education Activities		

Continue as needed on backside of this sheet.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AMENDED CONSULTANT SERVICES CONTRACT - ANCHOR
ENVIRONMENTAL, LLC
DATE: FEBRUARY 14, 2005

INFORMATION/BACKGROUND

The Council approved a consultant services contract with Anchor Environmental, LLC on December 13, 2004 for the purposes of reviewing available information and preparing a sampling plan for the Eddon Boatyard property. At that time, it was noted that a contract amendment would be required to accomplish tasks 3 and 4 - sampling, analysis, reporting, and estimating site cleanup costs.

FISCAL CONSIDERATIONS

Environmental analysis of the Eddon Boatyard was not anticipated in the 2005 Budget. However, adequate funds do exist for this amendment as a result of the passage of the bond measure in November 2004.

RECOMMENDATION

I recommend that Council authorize an amendment to the consultant services contract with Anchor Environmental, LLC for sampling, analysis, reporting, and estimating site cleanup costs for the Eddon Boatyard property in an amount not to exceed fifty-two thousand seven hundred twenty-one dollars (\$52,721.00).

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

THIS AMENDMENT is made to the AGREEMENT, dated December 13, 2004, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Anchor Environmental, LLC, a limited liability corporation organized under the laws of the State of Washington, located and doing business at 1423 3rd Avenue, Suite 300, Seattle, Washington 98101 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in negotiations for the purchase of property commonly known as Eddon Boatyard. Initial investigation has disclosed the presence of hazardous waste on the property, and the City desires that the Consultant perform services necessary to evaluate the extent of the contamination, and provide the following consultation services described below.

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

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

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

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – 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: Fifty-two thousand seven hundred twenty-one dollars and zero cents (\$52,721.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. Effectiveness of all Remaining Terms of Agreement. All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as

if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2005.

THE CITY OF GIG HARBOR

By: David Templeton
Its Principal

By: _____
Mayor

Notices to be sent to:

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

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

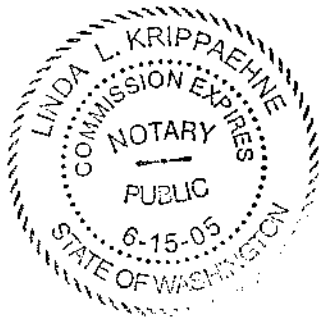
ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that David Templeton 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 partner of Anchor Environmental LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-27-05



Linda L. Krippaehne

Linda L. Krippaehne

(print or type name)

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

Bothell, WA

My Commission expires: 6-15-05

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

ANCHOR ENVIRONMENTAL, L.L.C.
PROJECT COST ESTIMATING FORM

Eddon Boat Yard SAP Implementation Costs_January 2005.xls

Proposal/Project Name:
Eddon Boatyard Property

Exhibit A - December 6, 2004 Scope of Work (Addendum #1)

Number:
Prepared by: Templeton/Stivers

- Task 1 Review Available Information
- Task 2 Prepare Sampling and Analysis Plan
- Task 3 Sampling, Analysis, and Reporting
- Task 4 Estimated Site Cleanup Costs
- Task 5

- Task 6
- Task 7
- Task 8
- Task 9
- Task 10

Labor Categories	Billing Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Hours	Total Dollars
Principal Engr/Plan/Sci	\$ 165	0	0	2	8	0	0	0	0	0	0	10	\$ 1,650
Consulting Engr/Plan/Sci	\$ 145	0	0	0	0	0	0	0	0	0	0	0	\$ -
Senior Engr/LA/Plan/Sci	\$ 130	0	0	8	6	0	0	0	0	0	0	16	\$ 2,080
Engr/Plan/Sci	\$ 105	0	0	16	0	0	0	0	0	0	0	16	\$ 1,680
Senior Staff Engr/LA/Plan/Sci	\$ 90	0	0	89	0	0	0	0	0	0	0	89	\$ 8,010
Staff 2 Engr/Plan/Sci	\$ 80	0	0	0	0	0	0	0	0	0	0	0	\$ -
Staff 1 Engr/Plan/Sci	\$ 65	0	0	40	0	0	0	0	0	0	0	40	\$ 2,600
Senior Design/GIS/Database/IT	\$ 85	0	0	0	0	0	0	0	0	0	0	0	\$ -
Design/GIS/Database	\$ 75	0	0	12	0	0	0	0	0	0	0	12	\$ 900
Project Assistant	\$ 68	0	0	6	0	0	0	0	0	0	0	6	\$ 480
Administrative	\$ 60	0	0	4	4	0	0	0	0	0	0	8	\$ 480
		0	0	0	0	0	0	0	0	0	0	0	\$ -
Total Hours		0	0	179	20	0	0	0	0	0	0	199	
Total Labor		\$ -	\$ -	\$ 15,260	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,880
Average Hourly Rate	\$ 90												
Subconsultants													
GeoTech Explorations		\$ -	\$ -	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,500
APS Utility Locations		\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 300
Analytical - Chemistry		\$ -	\$ -	\$ 22,407	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 22,407
List subconsultants here		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
List subconsultants here		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
List subconsultants here		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Total Cost		\$ -	\$ -	\$ 27,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 27,207
Markup on Subs	10.0%	\$ -	\$ -	\$ 2,721	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,721
Reimbursables													
CAD/Computer (\$/hr)	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Mileage (\$/mile)	\$ 0.375	\$ -	\$ -	\$ 150	\$ 19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 169
Copies (\$/copy)	\$ 0.10	\$ -	\$ -	\$ 35	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 40
Anchor boat (\$/day)	\$ 260	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 500
Faxes (\$/fax)	\$ 1.00	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 25
Outside Expenses													
Airtare/Hotel		\$ -	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 200
Car Rental		\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 400
Repro/Plotting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Mail/Fedex/Courier		\$ -	\$ -	\$ 200	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 250
Food		\$ -	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 150
Other expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Total Cost		\$ -	\$ -	\$ 1,635	\$ 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,734
Outside Exp Markup	100%	\$ -	\$ -	\$ 95	\$ 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 100
Field Equip. and Supplies Summary													
		\$ -	\$ -	\$ 2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,800
Markup	10.0%	\$ -	\$ -	\$ 280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 280
TOTAL COSTS		\$ -	\$ -	\$ 50,018	\$ 2,704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 52,721



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: 2005 RENEWAL - PIERCE COUNTY EMS
DATE: FEBRUARY 14, 2005

MH

INFORMATION/BACKGROUND

Since 1997, the city has agreed to pay Pierce County on a per capita basis for emergency services under Chapter 38.52 RCW. This arrangement satisfied the city's statutorily recommended obligation for emergency management services within the jurisdiction. The county's ability to make claim for additional compensation, subsequent to an emergency, exists regardless of renewal of this agreement. Also, since 2001, Pierce County has been organizing an increasing number of city neighborhoods for emergency preparedness at the rate of four neighborhoods per year at a cost of \$20,000 per year.

FISCAL CONSIDERATIONS

The current proposed per capita cost is \$.73, the same as the contract in 2004.

Also, this agreement makes available an additional \$20,000 to Pierce County Emergency Management to develop the neighborhood preparedness program in four of the city's existing neighborhoods, which will enable the neighborhoods to be self-sufficient for a minimum of three days following a major disaster. This model is currently replicable throughout the city. This objective, authorized in the 2005 City Budget, is part of a Pierce County effort to develop fully prepared neighborhoods in differing jurisdictions throughout Pierce County through its program PC-NET.

RECOMMENDATION

Staff recommends approval of the attached contract amendment.

AMENDMENT TO AGREEMENT FOR EMERGENCY MANAGEMENT

The "Agreement for Emergency Management" signed in 2005 by Pierce County and the City of Gig Harbor is hereby amended to add "Attachment B" which includes the establishment of Pierce County Neighborhood Emergency Preparedness Program for the year 2005.

This Agreement continues in its entirety with the exception of the addition of "Attachment B" and with the exceptions of Paragraphs 4 and 5 as follows:

4. Services. County shall provide emergency management services as outlined in Chapter 38.52 RCW in accordance with the provisions of said chapter and as defined herein during the term of this agreement. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW and Attachments "A" and "B" to this document.

5. Compensation. City shall pay County upon execution of this agreement the sum of \$0.73 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment is due and payable on January 31, 2005, and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous year January to December Consumer Price Index for Seattle urban area as available, and based upon population growth of preceding year according to state Office of Financial Management as available, and/or based upon modifications in the annual work plan as agreed upon by the parties. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW, and Attachment "A" Emergency Management Work Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW. The County's unilateral decision to change its Emergency Management Plan to increase the services provided by the County to the City under this interlocal agreement shall not result in an increase in the annual payment made by the City to the County as described in this Section, unless the same is incorporated into an amendment to this Agreement, and executed by the authorized representatives of both parties. City shall pay County upon execution of this amendment the additional one time sum of \$20,000 for the work described in Attachment "B" for 2005.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Date this ___ day of _____, _____.

PIERCE COUNTY

Attest:

By _____ Date _____
Prosecuting Attorney
(as to form only)

By _____ Date _____
Budget and Finance

Approved:

By _____ Date _____
Steven C. Bailey
Director

CITY OF GIG HARBOR

Approved:

By _____ Date _____
Gretchen A. Wilbert
City of Gig Harbor, Mayor

Attest:

By _____ Date _____
Mark E. Hoppen
City Administrator

By _____ Date _____
Carol Morris
City Attorney

ATTACHMENT "B"

City of Gig Harbor

2005 Pierce County Neighborhood Emergency Preparedness Program

1. Assist in the establishment of Pierce County Neighborhood Emergency Preparedness Program, designed to enable neighborhoods to be self-sufficient for a minimum of three days following a major disaster. Four neighborhood programs total during the year 2005.

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20050531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT
2 GRANITE SERVICE, INC.	GIG HARBOR SHELL FOOD MART 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE
3 DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 0000	356387	TAVERN - BEER/WINE OFF PREMISES
4 STOUT, PYONG SUK	TOKYO TERIYAKI 3111 JUDSON ST GIG HARBOR WA 98335 1221	085327	BEER/WINE REST - BEER/WINE
5 GIG HARBOR PHARMACY, INC.	JUDSON STREET CAFE 3114 JUDSON ST GIG HARBOR WA 98335 1222	085495	BEER/WINE REST - BEER/WINE OFF PREMISES
6 WATER TO WINE L.L.C.	WATER TO WINE 3028 HARBORVIEW DR GIG HARBOR WA 98335 1962	082542	BEER/WINE SPECIALTY SHOP



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE OSGUTHORPE, AICP *SO.*
PLANNING MANAGER
SUBJECT: PUBLIC HEARING AND SECOND READING OF ORDINANCE
AMENDING GHMC CHAPTER 17.67 TO ADD PUBLIC SCHOOLS TO
LIST OF PERFORMANCE-BASED HEIGHT EXCEPTIONS.
DATE: FEBRUARY 14, 2005

INFORMATION/BACKGROUND

Attached for the Council's consideration and for public hearing is a draft ordinance amending 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 resulted in the need for an additional public hearing, which is being held before the City Council.

The Council reviewed the proposed changes at the first reading of the ordinance on January 24, 2005, and also considered a recommended change by the Planning Commission pertaining to Design Review Board (DRB) review of performance-based height exceptions for schools. Although this and other potential changes to the language were discussed, the Council agreed to forward the proposal for second reading and for public hearing as drafted.

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

Pending no adverse comments at the public hearing, the staff recommends approval of the ordinance as drafted.

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 approval 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 January 24, 2005 and held a public hearing on February 14, 2005; 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 Superintendent 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.

~~F. 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;

~~G. 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;

~~H. 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 manual¹; 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.

¹Increased 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: _____

SUMMARY OF ORDINANCE NO. _____
of the City of Gig Harbor, Washington

On _____, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

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.

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

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

APPROVED by the City Council at their regular meeting of _____, 2005.

MOLLY TOWSLEE, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE OSGUTHORPE, AICP *SO.*
PLANNING MANAGER
SUBJECT: FIRST READING OF AN ORDINANCE SUPPORTING
CONTINUATION OF A MORATORIUM ON THE ACCEPTANCE
OF APPLICATIONS FOR DEVELOPMENT IN THE HEIGHT
RESTRICTION AREA FOR A PERIOD OF 90-DAYS
DATE: FEBRUARY 14, 2005

INFORMATION/BACKGROUND

An ordinance adopting a 6-month Building Size Moratorium in the Height Restriction area was adopted by the City Council on July 12, 2004. It was subsequently amended through Ordinances Nos. 968 and 979, but the 6-month time frame was not extended under the subsequent amendments. The Moratorium was therefore set to expire on January 12, 2005. However, the City Council approved under Ordinance No. 986, a 90-day extension at their regularly scheduled meeting of January 10, 2005. The Moratorium has now been extended to April 12, 2005.

The purpose of the extension was to allow additional time to complete text amendments addressing the issues that prompted the City Council to impose the Moratorium in the first place. During this 90-day time period, the staff has (a) continued work with the Community Development Committee and full City Council to complete a draft of amendments addressing the issues that prompted the Moratorium, (b) sent the draft amendments to the State for the 60-day review period as required under RCW 36.70A.106, (c) issued a SEPA threshold determination on the amendments, and (d) scheduled workshops with the Planning Commission and Design Review Board on the amendments, and also scheduled a public hearing with the Planning Commission.

RECOMMENDATION

If the Council believes the continuation of the Moratorium is justified, findings of fact supporting such a conclusion must be adopted. Comments received at the public hearing should be considered in the development of findings of fact. Pending public comment, however, the staff has drafted findings of fact in the attached ordinance continuing the Moratorium. There is a placeholder in the Ordinance for additional findings of fact reflecting public comment.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING FINDINGS AND CONCLUSIONS SUPPORTING THE MAINTENANCE OF AN EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT OR CERTAIN TYPES OF RE-DEVELOPMENT IN THE CITY'S HEIGHT RESTRICTION AREA FOR A PERIOD OF 90 DAYS, AS THE MORATORIUM WAS ORIGINALLY IMPOSED UNDER ORDINANCE 965 AND AS LATER AMENDED UNDER ORDINANCES 968 AND 979, AND AS EXTENDED UNDER ORDINANCE 986.

WHEREAS, on July 12, 2004, the Gig Harbor City Council passed Ordinance No. 965, imposing an immediate moratorium on the acceptance of applications for new development or certain types of re-development within the height restriction area as shown on the official height restriction map; and

WHEREAS, Ordinance No. 965 defined the permit applications that were exempt from the moratorium; and

WHEREAS, on September 13, 2004, the City Council passed Ordinance No. 968, which adopted findings and conclusions supporting the continued maintenance of the moratorium; and

WHEREAS, Ordinance 968 included definitions of the permit applications that were exempt from the moratorium; and

WHEREAS, Ordinance 979 further defined the exempt permit applications, amending Ordinances 965 and 968; and

WHEREAS, the City has made substantial progress in addressing the issues of the moratorium during the time that the moratorium has been in place, including amendments to the City's Design Manual that, in part, (a) impose

✓

additional height limits on non-residential structures within the historic district portion of the view basin, (b) limit the use of tall vegetation in addressing buffering issues in the view basin, and (c) eliminate the allowance for additional height on primary structures in the view basin. Additionally, the City's Community Development Committee has met regularly to determine what additional standards should be imposed to address the concerns expressed by citizens during the public meeting on the building size issue that were not addressed in the Design Manual update, and has directed the staff to complete the drafting of text amendments specified by the Committee; and

WHEREAS, an outline of the Community Development Committee's proposed amendments was presented to the City Council on January 10, 2004; and

WHEREAS, additional time is needed to both allow planning commission and public review of the proposed text amendments and also to allow a 60-day review of the amendments by State agencies pursuant to RCW 36.70A.106; and

WHEREAS, RCW 36.70A.390 allows the City to extend a moratorium for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal; and

WHEREAS, because the moratorium was set to expire on January 12, 2005, the City Council considered the issue whether the moratorium should be extended for an additional 90-day period during its regular Council meeting on January 10, 2005; and

WHEREAS, the Council passed ordinance No. 986 on January 10, 2005 extending the moratorium for an additional 90 days; and

WHEREAS, the City held a public hearing on the moratorium extension on February 14, 2005 pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the City Council desires to enter findings and conclusions in support of the continued maintenance of the moratorium for a period of 90 days after the adoption of the moratorium (which would be on April 11, 2005); Now, Therefore,

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

Section 1. Findings and Conclusions in Support of Moratorium. The City Council finds as follows:

1. The City of Gig Harbor is characterized by views of Gig Harbor bay and the small scale buildings that reflect the historic development of the harbor basin.
2. The City of Gig Harbor's Comprehensive Plan has the stated goal to "Preserve the character of those sites or districts which reflect the style of Gig Harbor's historical development" (Goal 3.13); and
3. The City of Gig Harbor's Comprehensive Plan has the stated objectives to:
 - a. Develop guidelines which promote compatible development within designated areas. (Objective 3.13.2);
 - b. Consider standards which encourage building forms consistent with historic designs, (e.g., massing, roof styles and scale," (Objective 3.14.2); and
 - c. Define and retain "small town" characteristics of historic business districts. (Objective 3.15.1).
4. The City of Gig Harbor's Comprehensive Plan has the stated goal to "Control vegetation to preserve significant views" (Goal 3.18).

5. Large structures recently built in the non-residential zones within the harbor basin have adversely impacted the visual quality of the harbor basin because of their scale in relation to the historic structures that characterize the harbor basin.

6. The City has made substantial progress in addressing the issues of the moratorium during the time that the moratorium has been in place, including amendments to the City's Design Manual that, in part, (a) impose additional height limits on non-residential structures within the historic district portion of the view basin, (b) limit the use of tall vegetation in addressing buffering issues in the view basin, and (c) eliminate the allowance for additional height on primary structures in the view basin. Additionally, the City's Community Development Committee has met regularly to determine what additional standards should be imposed to address the concerns expressed by citizens during the public meeting on the building size issue that were not addressed in the Design Manual update, and has drafted recommendations to the City Council on ways to further address public concerns.

7. The City Council has proposed amendments that are intended to protect views of the water from specified public viewing corridors and to maintain the small scale structures that characterize the City's historic district.

8. Additional time is required to process and adopt the proposed text amendments.

9. (Reserved for public hearing testimony)

10. (Reserved for public hearing testimony)

11. (Reserved for public hearing testimony)

12. The City Council concludes that current codes are not fully adequate to address the goals, policies and objectives of the comprehensive plan as stated herein.

Section 2. Moratorium Maintained. The moratorium adopted under Ordinance 968 on the acceptance of all non-exempt development permit applications for property located in the City's Height Restriction Area shall be maintained for the full period described in Ordinance 968, which is April 12, 2005.

Section 6. Work Plan. During the period of the moratorium the following work plan shall apply:

<u>Deadline</u>	<u>Description</u>
January 24, 2005	Finalization of text amendment ordinance. (Done)
January 27, 2005	SEPA threshold decision on text amendment ordinance. (Done)
January 27, 2005	Transmittal of text amendment ordinance to DCTED. (Done)
March 3, 2005	Public hearing before the Planning Commission on text amendment ordinance
March 17, 2005	Recommendation of Planning Commission to City Council on text amendment ordinance
March 28, 2005	City Council consideration of text amendment ordinance
April 11, 2005	Final Council action on text amendment ordinance

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 9. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 10. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage, as set forth above, as long as it is approved by

a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___th day of _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

FIRST READING:
DATE PASSED:
DATE OF PUBLICATION:
EFFECTIVE DATE:



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PIERCE COUNTY 2005 COMPREHENSIVE PLAN AMENDMENTS -
SUBMITTED APPLICATIONS
DATE: FEBRUARY 14, 2005

BACKGROUND

Pierce County has begun the process of accepting applications for 2005 amendments to the County Comprehensive Plan. We have been notified that the Pierce County Council has received four applications in and around the City's Urban Growth Area. The County Council has asked that the City review and comment on the applications before moving them forward in the review process.

Staff has prepared a map identifying the properties involved in these requests, copies of the application materials are attached, and individual applicants have been notified of this meeting.

The City Council has previously deliberated the merits of the area in application PA-5 (Crescent Valley & 96th Street NW) and responded with a letter to the Pierce County Executive opposing any such amendments.

Application PA-34 is outside of the existing Urban Growth Area (UGA). Additionally, there is no readily apparent need for additional employment center or community center designated lands nor is there a need to expand the UGA in this area at this time.

The City Council has previously deliberated the merits of the area in applications PA-47 & PA-48 (Watland) and been supportive of similar requests in 2001 and 2003.

Staff has prepared a proposed response to the County's request for comment on these applications for consideration by the Council.

RECOMMENDATION

I recommend that Council direct staff to forward the attached letter to the Pierce County Council regarding these proposed amendments to the Pierce County Comprehensive Plan.

February 14, 2005

DRAFT

Pierce County
Office of the County Council
ATTN: Anna S. Graham, Senior Legislative Analyst
930 Tacoma Ave South, Room 1046
Tacoma, WA 98402-2176

SUBJ: 2005 Pierce County Comprehensive Plan Amendment Process

Dear Ms. Graham:

In a letter dated January 10, 2005, you forwarded four proposed amendments to the Pierce County Comprehensive Plan and requested the City's position. The City Council has reviewed the applications at the February 14, 2005 meeting and offers the following comments:

- PA-5 - Cohen, Riech, Roland and Veitenhans - The City Council previously expressed opposition to inclusion of these properties in the City's Urban Growth Area (UGA) in a letter dated December 13, 2004 addressed to County Executive Ladenburg (attached). The City Council is opposed to the initiation of these applications.
- PA-34 - Saasen - The City Council is opposed to the initiation of this application and has no interest in expanding the Urban Growth Area (UGA) in this area at this time.
- PA-47 & PA-48 - Watland - The City Council has previously supported similar requests for this property during the 2001 and 2003 amendment processes. The City Council is supportive of the initiation of these applications.

Thank you for allowing the City an opportunity to comment on these applications. If you have any questions or comments regarding this correspondence, please feel free to contact me. I can be reached by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigaharbor.net.

Sincerely,

John P. Vodopich, AICP
Community Development Director

9610 85th Avenue NW
Gig Harbor, WA 98332
February 9, 2005

City of Gig Harbor
Attn. Mayor Gretchen Wilbert
3510 Grandview Street
Gig Harbor, WA 98335

Subject: Watland Pierce County Comprehensive Plan UGA and Text Amendments

Dear Mayor Wilbert:

I believe you may be familiar with land we own bordering the City of Gig Harbor, located in the southeast corner of the intersection of Pt. Fosdick Drive and 36th St. NW. Recently, the City requested and we granted an easement over the northwest corner of our property for the construction of a new roundabout the City plans to build this year.

On two occasions, my family and I have requested that the City of Gig Harbor support a proposal to include this land in the City's Urban Growth Area (UGA). On both occasions, the City Council voted unanimously in support of our Pierce County Comprehensive Plan amendment. Pierce County Council Member Terry Lee, the Pierce County Planning Commission, Pierce County Council's Planning & Environment Committee and the Peninsula Advisory Commission all recommended approval of this amendment. The only objection we eventually faced came from the Tacoma Narrows Airport. This objection eventually sidelined our amendment.

The City of Tacoma did not object to our parcel being included in the UGA nor did they object to us developing our land. The objection was with our request for a residential zone. We are again asking to be included in Gig Harbor's UGA but with a more appropriate "Neighborhood Center (NC)" zone that will still fit within the area and will be compatible with airport operations. **County Council Member Terry Lee is backing our current amendment proposal and has told me that both the Tacoma Narrows Airport Advisory Committee (TNAAC) and the City of Tacoma have expressed initial support as well.**

This zone will not allow homes nor will it allow inappropriate commercial uses such as drive thru fast food restaurants, gas stations or similar businesses. **It will allow professional office buildings, certain low intensity commercial and civic uses, all with significant green belt screening and all with significant control for the City of Gig Harbor through service agreements.**

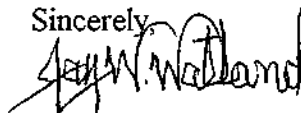
The area around our property is already a mix of residential and commercial. On the short length of 36th St. NW, there is an athletic club, a golf course and restaurant, a new school, airport property and an unimproved 10-acre commercial parcel that is presently for sale or lease. There are also homes and a high-density residential

development adjacent to the golf course. New on and off ramps at 36th St. NW provide immediate access to Highway 16. Our property is approximately one half mile south of the commercial district at Olympic Drive.

Being life long residents of the area, it has always been our intent to see this land developed in a way that we will be proud of. This property has been in our family and we have paid taxes on it for nearly 50 years. Its location makes it desirable for development and we believe that we have earned the right to influence that development.

We respectfully ask that you once again support our amendment proposal. I welcome the opportunity to answer any questions you may have (home 253-851-6735, mobile 253-640-2200).

Sincerely,

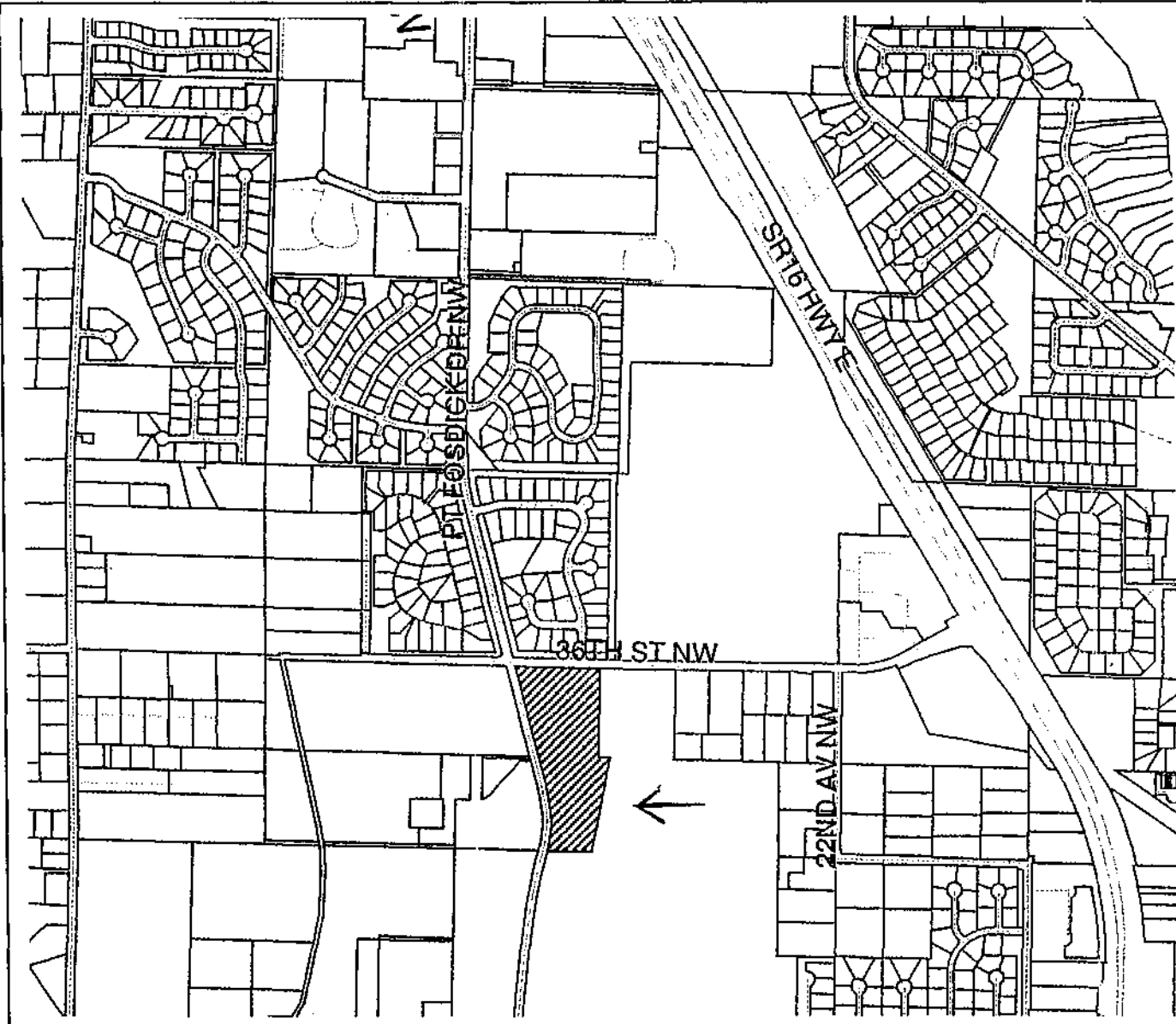


Jay W. Watland

Cc Mark Hoppen
John Vodopich

Comprehensive Plan Amendments

Map Area 15

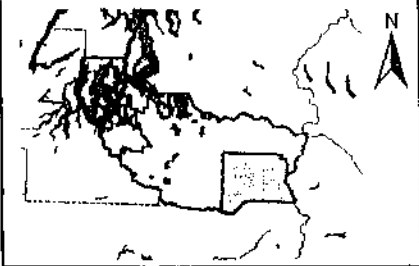


MAP LEGEND

- Roads - All*
- Tax Parcels*
- Area 15



Scale 1:13709



City of Gig Harbor
Community
Development



COMMUNITY DEVELOPMENT DEPARTMENT

December 13, 2004

John W. Ladenburg
Pierce County Executive
930 Tacoma Ave S, #737
Tacoma, WA 98402

SUBJ: 2005 Pierce County Comprehensive Plan Amendment Process

Dear Mr. Ladenburg:

Recently, it was noted that thirty (30) acres of the City's water service area, located east of Crescent Valley Drive along 96th Avenue NW is outside of the Gig Harbor Urban Growth Area. This area is the only portion of the City water service area that is not located within the City limits or the Urban Growth Area.

The Gig Harbor City Council deliberated this matter at length and it was the unanimous decision of the Council not to submit an application for an Urban Growth Area amendment for the upcoming 2005 Pierce County Comprehensive amendment process. Additionally, the City Council will not be supportive of any citizen-initiated amendments for inclusion of any portion of this area in the City's Urban Growth Area.

If you have any questions or comments regarding this correspondence, please feel free to contact Mr. John Vodopich, Community Development Director. Mr. Vodopich can be reached by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,

Gretchen A. Wilbert
Mayor

Paul Conan
Councilmember

Bob Dick
Councilmember

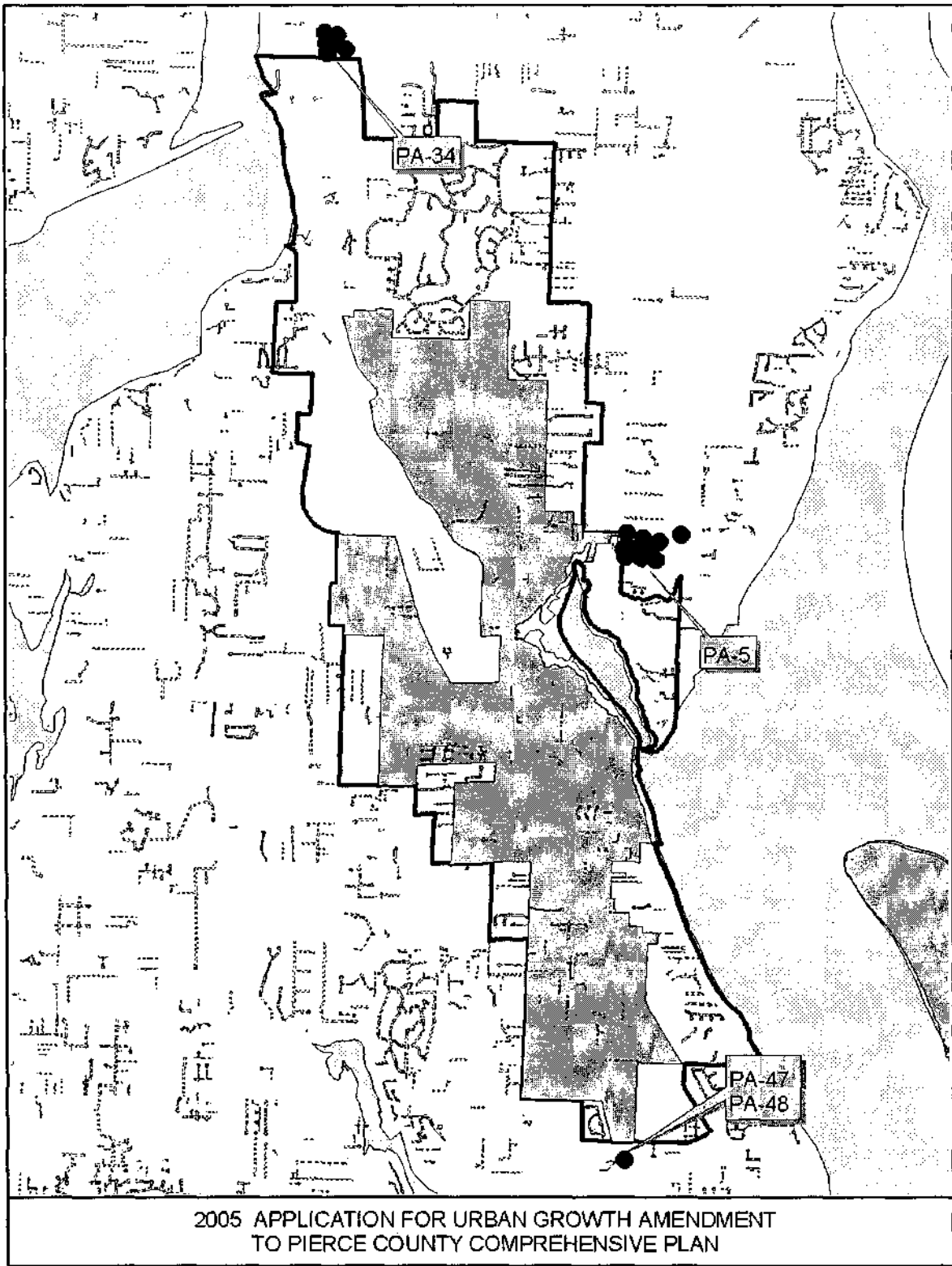
Steven Ekberg
Councilmember

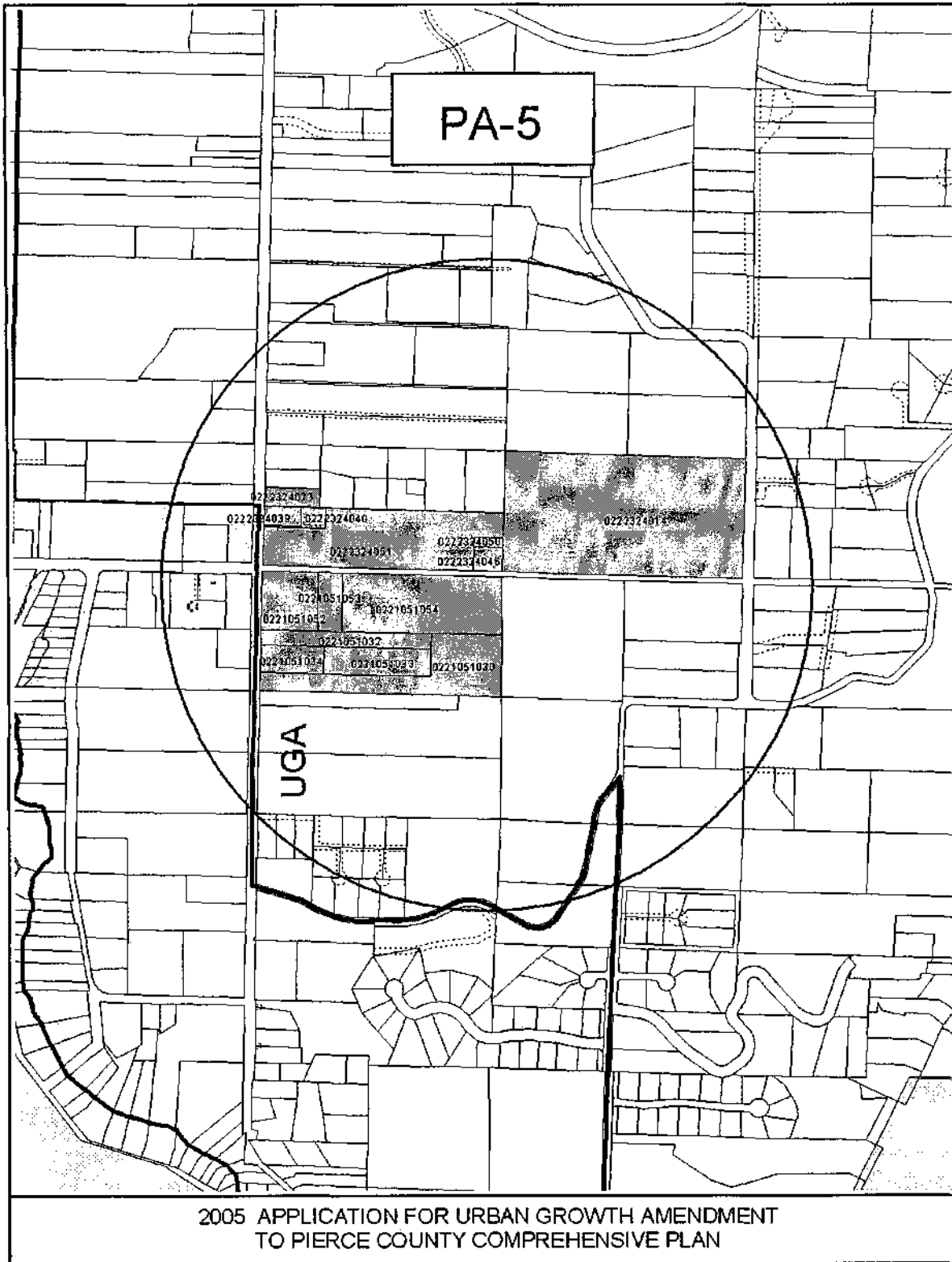
Jim Franich
Councilmember

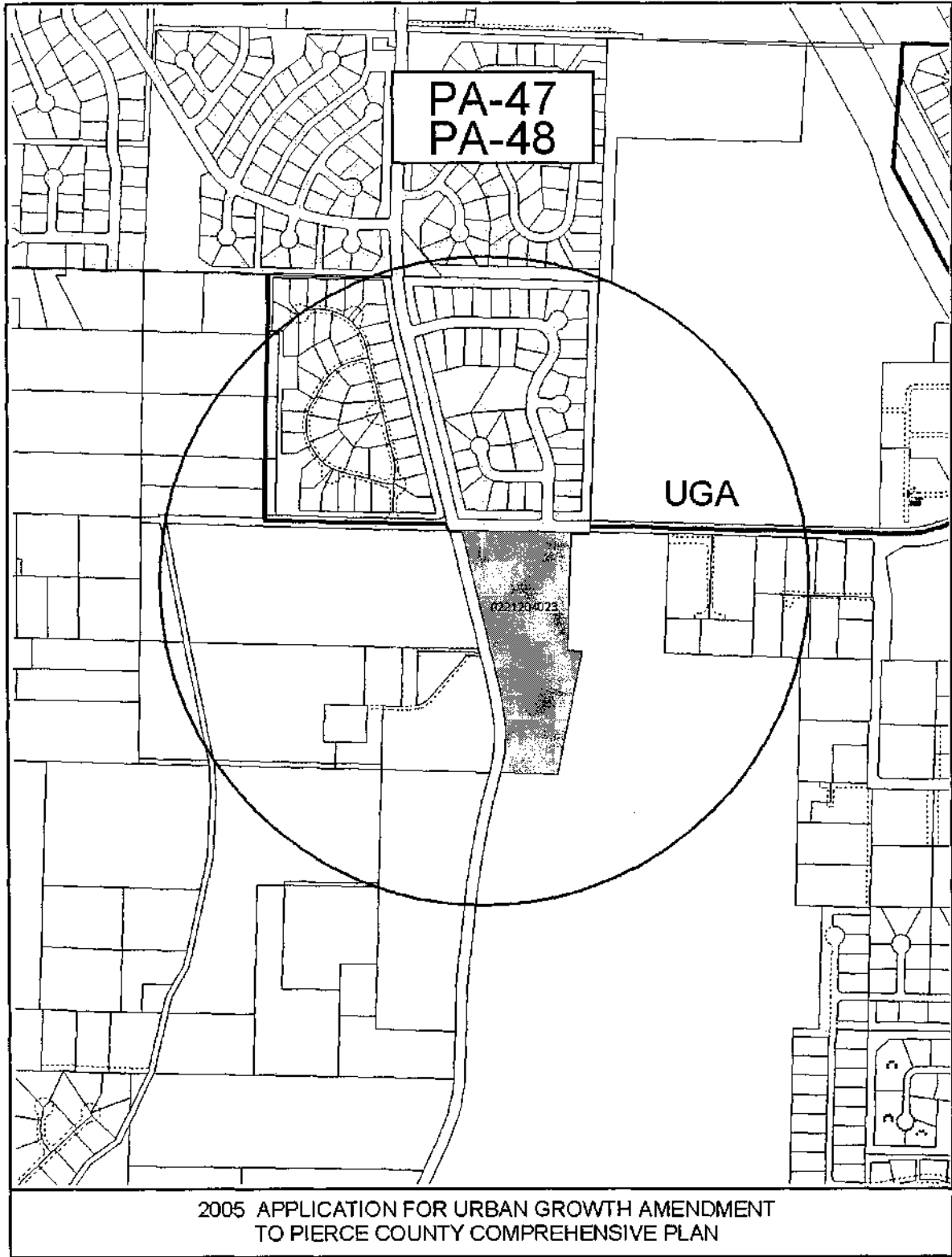
John Picinich
Councilmember

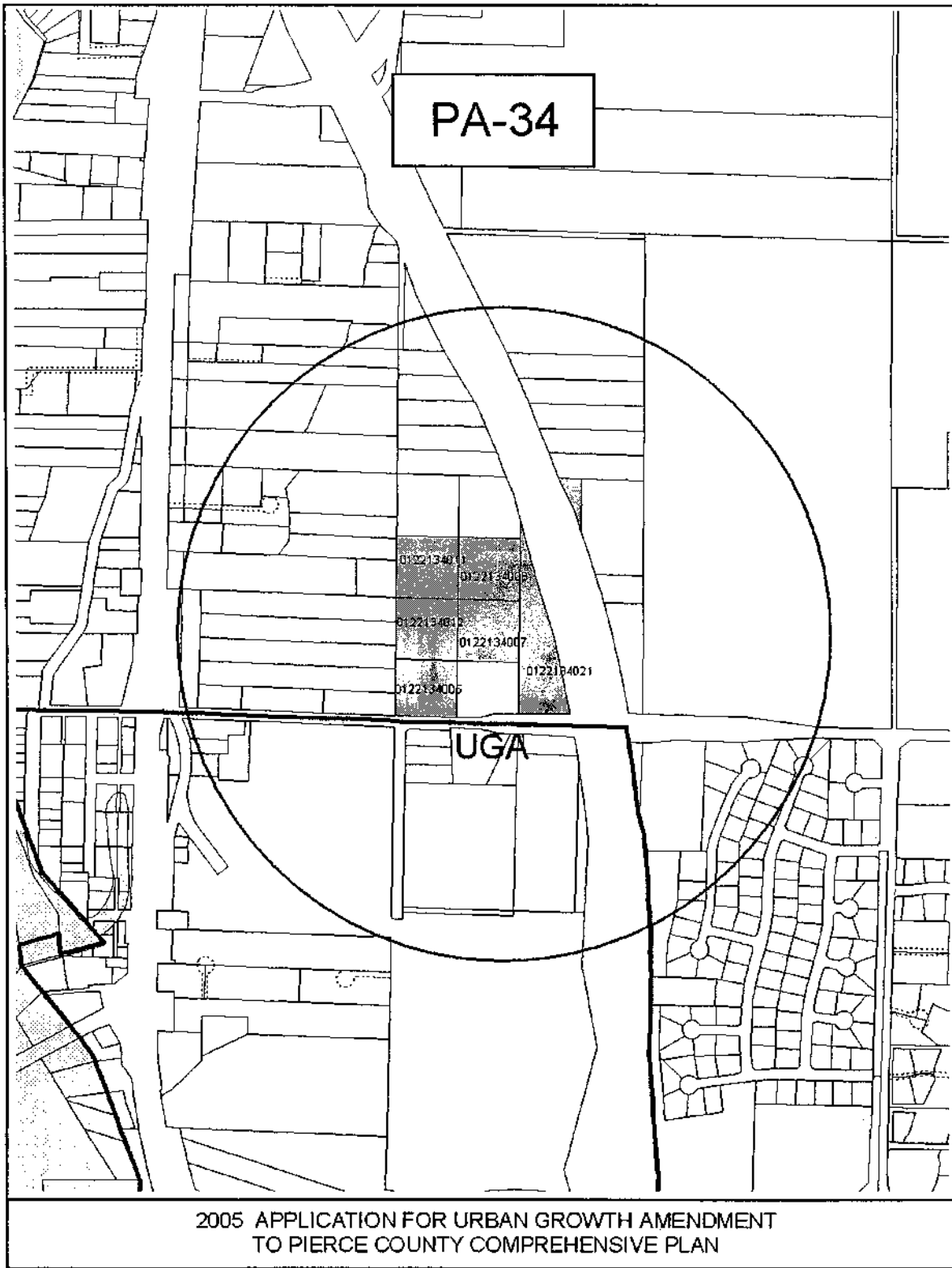
Derek Young
Councilmember

c: Mike Erkkinen, Senior Planner











Pierce County

Office of the County Council

930 Tacoma Avenue So., Room 1046
Tacoma, WA 98402-2176
(253) 798-7777
FAX (253) 798-7509
1-800-992-2456

January 10, 2005

The Honorable Gretchen Swayze Wilbert
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Subject: Requested Amendments to Pierce County's
Comprehensive Plan

Dear Mayor Wilbert:

The County Council has received a number of applications from individuals requesting amendments to the County's Comprehensive Plan affecting properties adjacent to and within the City of Gig Harbor's Urban Growth Area. As the Council considers whether or not to initiate these applications for further consideration, we would appreciate hearing the City of Gig Harbor's comments and advice. We have already received a copy of the City's letter concerning amendments in the Crescent Valley area, listed as PA-5 below. The applications are attached and can be summarized as follows:

Identifier	Applicant Name	Request	Size and Location
PA-5	Cohen, Reich, Roland and Veitenhans (consolidated from individual applications)	UGA Amendment: Add to the City's UGA Reclassify from Reserve-5 and Rural-10 to Moderate Density Single-Family	14 parcels, 50.74 acres Crescent Valley
PA-34	Saasen	UGA Amendment Add to the City's UGA Reclassify from Reserve-5 to Employment Center or Community Center	3 parcels, 9 acres SR-16
PA-47	Watland	Text Amendment To add Neighborhood Center as a designation/zone in the Gig Harbor Community Plan	
PA-48	Watland	Urban Growth Area Amendment: Add to the City of Gig Harbor's UGA Reclassify from Rural-10 to Neighborhood Center	1 parcel, 12.6 acres North of Tacoma Narrows Airport



The Council's process for considering the initiation of these amendments is planned to include Committee meetings January 31 and February 7 with a final decision at a full Council hearing on February 22. A separate notice of the hearing dates will be mailed to you. Your response would be appreciated early in that process, if possible. If you support any changes to your Urban Growth Area, please provide information about the City's plans to provide sewer service and include the area in the City's Comprehensive Plan and buildable lands inventory.

If you have any questions about the proposals or process, please call Anna Graham, Senior Legislative Analyst, at (253) 798-6253, or Jenifer Schultz, Committee Clerk, at (253) 798-6696. Thank you for your assistance.

Sincerely,



Anna S. Graham
Sr. Legislative Analyst
agraham@co.pierce.wa.us

Attachments

c: Mike Erkkinen, Planning and Land Services Department

PLANNING DEPARTMENT
CITY OF PIERCE
JAN 14 2005
COMMUNITY
DEVELOPMENT

PA-5

2005 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

An Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: Cohen, Reich Land Incorporated, Roland and Veitenhans

Address: See separate addresses on applications

City/State/Zip Code:

Phone: (_____)

Agent: Halsan Frey LLC represents Reich Land Incorporated only

Address: See address on Reich application

City/State/Zip Code:

Phone: (_____)

Initiation (check one):

Request Pierce County Council to initiate the amendment.

Request Pierce County Executive to initiate the amendment.

City/Town of _____ is initiating the amendment.

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you may then be required to provide names, mailing addresses, and mailing labels for all property owners within 300 feet of the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: _____ Section: 5 Township: 21 Range: 02
Section: 32 Township: 22 Range: 02

Total Number of Parcels: 14 *The total number of parcels and total acreage must be consistent with County Assessor data.* Parcel numbers: 022105 -1030, -1032, -1033, -1034, -1052, -1053, -1054; 022232 -4014, -4023, -4039, -4040, -4046, -4050, -4051
Total Acreage: 50.74 acres

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Reserve 5 and Rural 10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications")*: Moderate Density Single-Family (MSF) and (SF)

*New designation is necessary for UGA and CUGA amendments. For USA amendments, a new designation is optional.

**SEE INDIVIDUAL APPLICATIONS FOR RESPONSES TO THE QUESTIONS IN THE
REMAINDER OF THIS APPLICATION**

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.
Taxpayer or Legal Owner: **Cohen, Robert B.**

Address: **170 Brandywine Place**

City/State/Zip: **Clayton, CA 94517-2220**

Phone: **(925) 673-1492 Home (415) 291-7225 extension 237 Work**

Tax Parcel Number: **0221051030**

Lot Size:Acreage/Sq. Ft.: **5 Acres** (From County Assessor Records or Tax Statement)

Current Use Code: **9100** (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: **2200XXX 96th Street NW**

Location: Range: **02** Township: **21** Section: **05** Quarter: **12**

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): **Reserve 5 (RSV5)**

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): **Moderate Density Single Family (MSF)**

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): **Single-Family (SF)**

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

Vacant

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic **X**, (check one)

Sewer Provider:

The site is currently served by a public water system **X**; well ___. (check one)

Water Purveyor: **City of Gig Harbor**

The site is located on a public road **X**; private road ___. (check one)

Name of road: **Crescent Valley Drive NW & 96th Street NW**

Fire District #: **5** Name: **Gig Harbor Fire & Medic One**

School District #: **401** Name: **Peninsula School District**

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: BRIAN LOCKWOOD

Address: 621 MYRTLE ST

City/State/Zip: GLENDALE, CA 91203-1611

Phone: _____

Tax Parcel Number: 0221051032

Lot Size: Acreage/Sq. Ft.: 1.67 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: 1152 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 9423 CRESCENT VALLEY DR NW

Location: Range: 2 Township: 21 Section: 5 Quarter: NE

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
MOBILE HOMES

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider: N/A

The site is currently served by a public water system ; well . (check one)

Water Purveyor: GIG HARBOR

The site is located on a public road ; private road . (check one)

Name of road: CRESCENT VALLEY DRIVE

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.
Taxpayer or Legal Owner: **Cohen, Robert B.**

Address: **170 Brandywine Place**

City/State/Zip: **Clayton, CA 94517-2220**

Phone: **(925) 673-1492 Home (415) 291-7225 extension 237 Work**

Tax Parcel Number: **022105103X³**

Lot Size: Acreage/Sq. Ft.: 1.98 Acres (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: **2200XXX 96th Street NW**

Location: Range: 02 Township: 21 Section: 05 Quarter: 12

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Reserve 5 (RSV5)

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Moderate Density Single Family (MSF)

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Single-Family (SF)

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

Vacant

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic X. (check one)

Sewer Provider:

The site is currently served by a public water system X; well ___. (check one)

Water Purveyor: **City of Gig Harbor**

The site is located on a public road X; private road ___. (check one)

Name of road: **Crescent Valley Drive NW & 96th Street NW**

Fire District #: 5 Name: **Gig Harbor Fire & Medic One**

School District #: 401 Name: **Peninsula School District**

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: TRACY BAUMGARTNER

Address: 9421 CRESCENT VALLEY DR

City/State/Zip: GIG HARBOR, WA 98332

Phone:

Tax Parcel Number: 02 21 05 1039

Lot Size: Acreage/Sq. Ft.: 1.35 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: 1101 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 9421 CRESCENT VALLEY DRIVE

Location: Range: 2 Township: 21 Section: 5 Quarter: NE

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

SINGLE FAMILY

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider: N/A

The site is currently served by a public water system ; well . (check one)

Water Purveyor: GIG HARBOR

The site is located on a public road ; private road . (check one)

Name of road: CRESCENT VALLEY DRIVE

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA

F:\WPFILES\LONG\2005AMEND\FORMS\UGAUSA.APP

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: FRED PAULSON

Address: 8118 86TH AVE NW

City/State/Zip: GIG HARBOR, WA 98332

Phone: _____

Tax Parcel Number: 02-21-05-1052

Lot Size: Acreage/Sq. Ft.: 2.48 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 2822 96TH ST NW

Location: Range: 2 Township: 21 Section: 5 Quarter: NE

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

VACANT

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic ___ (check one)

Sewer Provider: N/A

The site is currently served by a public water system ___; well ___ (check one)

Water Purveyor: MA

The site is located on a public road ; private road ___ (check one)

Name of road: 96TH ST NW

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA
F:\WPFILES\LONG\2005AMEND\FORMS\UGAUSA.APP

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: TOM LOUROUCH

Address: 2910 96TH ST NW

City/State/Zip: GIG HARBOR, WA 98332

Phone:

Tax Parcel Number: 0221051053

Lot Size: Acreage/Sq. Ft.: .99 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: 1101 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 2910 96TH ST NW

Location: Range: 2 Township: 21 Section: 5 Quarter: NE

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
SINGLE FAMILY HOME

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider: N/A

The site is currently served by a public water system ; well . (check one)

Water Purveyor: CITY OF GIG HARBOR

The site is located on a public road ; private road . (check one)

Name of road: 96TH STREET NW

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: ROD MCGRAW

Address: 13212 MUIR DR NW

City/State/Zip: GIG HARBOR, WA 98332

Phone:

Tax Parcel Number: 0221051054

Lot Size: Acreage/Sq. Ft.: 6.53 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: 1101 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 2802 96TH ST NW

Location: Range: 2 Township: 21 Section: 5 Quarter: NE

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

SINGLE FAMILY

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider: N/A

The site is currently served by a public water system ; well . (check one)

Water Purveyor: GIG HARBOR

The site is located on a public road ; private road . (check one)

Name of road: 96TH ST NW

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA

F:\WPFILES\LONG\2005AMEND\FORMS\UGAUSA.APP

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: **Howard Roland**

Address: **8811 North Harborview Drive**

City/State/Zip: **Gig Harbor, WA 98332**

Phone: **(253) 853-3376**

Tax Parcel Number: **R 0222324014**

Lot Size: Acreage/Sq. Ft.: **20 acres** (From County Assessor Records or Tax Statement)

Current Use Code: **9100** (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: **2200XXX 96th Street NW**

Location: Range: **2E 22** Township: **22 North** Section: **32** Quarter: **SE 1/4**

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): **R-10**

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): **(MSF) Moderate Density Single Family**

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): **Single-Family (SF)**

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
Vacant

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): **Single -Family (SF)**

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider:

The site is currently served by a public water system ; well . (check one)

Water Purveyor: **Washington Water**

The site is located on a public road ; private road . (check one)

Name of road: **96th Street NW and Gig Harbor Cemetary Road**

Fire District #: **5** Name: **Gig Harbor Fire and Medic One**

School District #: **401** Name: **Peninsula School District**

F:\WPFILES\LONG\2005AMEND\FORMS\SUGAUSA.APP

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.
Taxpayer or Legal Owner: Veitenhans, Mark S.

Address: 4625 NE 73rd Street

City/State/Zip: Seattle WA 98115

Phone: 206-545-1892

Tax Parcel Number: 0222324023

Lot Size: Acreage/Sq. Ft.: 0.74 Acres (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address:

Location: Range: 02 Township: 22 Section: 32 Quarter: 43

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural 10 (R10)

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Moderate Density Single Family (MSF)

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Single Family (SF)

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

Vacant

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Single Family (SF)

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic X. (check one)

Sewer Provider:

The site is currently served by a public water system X; well . (check one)

Water Purveyor: City of Gig Harbor Service Area

The site is located on a public road X; private road . (check one)

Name of road: Crescent Valley Drive NW

Fire District #: 5 Name: Gig Harbor Fire and Medic One

School District #: 401 Name: Peninsula School District

F:\WPFILES\LONG\2005AMEND\FORMS\UGAUSA.APP

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: Veitenhans, Mark S.

Address: 4625 NE 73rd Street

City/State/Zip: Seattle WA 98115

Phone: 206-545-1892

Tax Parcel Number: 0222324039

Lot Size:Acreage/Sq. Ft.: 0.52 Acres (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address:

Location: Range: 02 Township: 22 Section: 32 Quarter: 43

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural 10 (R10)

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Moderate Density Single Family (MSF)

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Single Family (SF)

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

Vacant

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Single Family (SF)

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider:

The site is currently served by a public water system ; well . (check one)

Water Purveyor: City of Gig Harbor Service Area

The site is located on a public road ; private road . (check one)

Name of road: Crescent Valley Drive NW

Fire District #: 5 Name: Gig Harbor Fire and Medic One

School District #: 401 Name: Peninsula School District

F:\WPFILES\LONG\2005AMEND\FORMS\UGAUSA.APP

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.
Taxpayer or Legal Owner: Veitenhans, Mark S.

Address: 4625 NE 73rd Street

City/State/Zip: Seattle WA 98115

Phone: 206-545-1892

Tax Parcel Number: 0222324040

Lot Size: Acreage/Sq. Ft.: 0.33 Acres (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address:

Location: Range: 02 Township: 22 Section: 32 Quarter: 43

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural 10 (R10)

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Moderate Density Single Family (MSF)

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Single Family (SF)

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

Vacant

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Single Family (SF)

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider:

The site is currently served by a public water system ; well . (check one)

Water Purveyor: City of Gig Harbor Service Area

The site is located on a public road ; private road . (check one)

Name of road: Crescent Valley Drive NW

Fire District #: 5 Name: Gig Harbor Fire and Medic One

School District #: 401 Name: Peninsula School District

F:\WPFILES\LONG\2005AMEND\FORMS\UGAUSA.APP

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: CITY OF GIG HARBOR

Address: 3105 JUDSON ST

City/State/Zip: GIG HARBOR, WA 98335

Phone: 851-6170

Tax Parcel Number: 02 22 32 4046

Lot Size: Acreage/Sq. Ft.: .41 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 2200 96TH ST NW

Location: Range: 2 Township: 22 Section: 32 Quarter: SE

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
WATER STORAGE TANK

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic ___ (check one)

Sewer Provider: MA

The site is currently served by a public water system ___; well ___ (check one)

Water Purveyor: MA

The site is located on a public road ___; private road ___ (check one)

Name of road: 96TH STREET NW

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: CITY OF GIG HARBOR

Address: 3105 JUDSON ST

City/State/Zip: GIG HARBOR, WA 98335

Phone: 851-6170

Tax Parcel Number: 02 22 32 9050

Lot Size: Acreage/Sq. Ft.: .17 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 2200 96TH ST

Location: Range: 2 Township: 22 Section: 32 Quarter: SE

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

WATER STORAGE TANK

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider: N/A

The site is currently served by a public water system ; well . (check one)

Water Purveyor: N/A

The site is located on a public road ; private road . (check one)

Name of road: 96TH STREET NW

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA

F:\WPFILES\LONG\2005\AMEND\FORMS\UGAUSA.APP

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: REICH LAND COMPANY

Address: 29409 39TH AVE S

City/State/Zip: ROY, WA 98580-8683

Phone:

Tax Parcel Number: 0222324051

Lot Size: Acreage/Sq. Ft.: 8.38 (From County Assessor Records or Tax Statement)

Current Use Code: 1101 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 9609 CRESCENT VALLEY DRIVE

Location: Range: 2 Township: 22 Section: 32 Quarter: SE

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
1 SINGLE FAMILY HOME AND A DETACHED GARAGE

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic (check one)

Sewer Provider: N/A

The site is currently served by a public water system ; well (check one)

Water Purveyor: N/A

The site is located on a public road ; private road (check one)

Name of road: 96TH STREET NW

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PEMUNSLA

F:\WPFILES\LONG\2005AMEND\FORMSUGAUSA.APP

**2005 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN**

An Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: **Robert B. Cohen**
Address: **170 Brandywine Place**
City/State/Zip Code: **Clayton, CA 94517**
Phone: **925-673-1492**

Agent:
Address:
City/State/Zip Code:
Phone:

Initiation (check one):
 Request Pierce County Council to initiate the amendment.
 Request Pierce County Executive to initiate the amendment.

RECEIVED
NOV 29 2004
PIERCE COUNTY COUNCIL
BY: _____

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you may then be required to provide names, mailing addresses, and mailing labels for all property owners within 300 feet of the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: 12 Section: 5 Township: 21 Range: 02
Quarter: Section: Township: Range:

Total Number of Parcels: 2 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 6.98

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural Reserve 5 (Rsv5) and Rural 10 (R10)

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications")*: Moderate Density Single Family (MSF)

*New designation is necessary for UGA and CUGA amendments. For USA amendments, a new designation is optional.

If the amendment is within a city's or town's Urban Growth Area (UGA) or Urban Service Area (USA), or if proposal would expand or contract a city's or town's UGA or USA, identify the city or town City of Gig Harbor

Have you contacted the city or town regarding the amendment? Yes

1. General Description of Proposal:
Proposed expansion of the City of Gig Harbor Urban Growth Area to encompass approximately seven (7) acres of property currently identified as being within the City's water service area.
2. Why is the UGA/USA amendment needed and being proposed?
To bring consistency between the City's water service area and the urban growth area boundary.
3. Describe the land uses surrounding the proposed amendment (*residential, commercial, agricultural, etc.*).
North: Residential
South: Residential
East: Residential
West: Residential

4. How does the proposed UGA/USA amendment conform to the requirements of the Growth Management Act?

Cities are the units of local government most appropriate to provide urban governmental services (RCW 36.70A.110 (4)). The area proposed to be included in the UGA is in the City of Gig Harbor water service area and, as such, should be included in the City UGA.

5. How is the proposed UGA/USA amendment consistent with the County-Wide Planning Policies for Pierce County?

Location of urban growth boundaries are to consider public facility and service availability, limits and extensions and jurisdictional boundaries (Pierce County CWPP's 2.2.1. b. & c.).

6. For proposals to increase residential land capacity, explain why additional residential land capacity is needed.

The proposal is not being initiated to increase residential land capacity. The proposal is to bring consistency between the City's water service area and the urban growth area boundary.

7. For proposals to increase the supply of land available for the Employment Center designation, explain why there is a need for additional Employment Center land outside the Comprehensive Urban Growth Area.

Not applicable

8. For proposals to expand an urban growth area, explain how adequate public facilities can be provided within the 20-year planning horizon.

The area proposed to be included in the urban growth area has been identified in the June 2001 City of Gig Harbor Water System Comprehensive Plan.

NOTE: If the proposed amendment is not addressed within a City or Town Comprehensive Plan, skip questions 9 - 16. However, the parcel information requested on page 7 of this application must be provided for all UGA amendments.

9. Provide the title and adoption date for the City or Town Comprehensive Plan that addresses the proposed amendment.

The area proposed to be included in the urban growth area was not addressed in the November 1994 City of Gig Harbor Comprehensive Plan, therefore question 9 - 16 are skipped as directed above.

10. List the environmental documentation (e.g., Environmental Impact Statement) prepared by the City or Town for its Plan as required by SEPA (cite title, date and page number):

11. Identify the City or Town plans for providing and funding capital improvements to serve the proposed area with services (cite title, date and page number):
sewer:

storm drainage:

transportation:

domestic water supply:

12. Describe the methodology used by the municipality to calculate the population holding capacity (cite title, date and page number):

13. Provide the population holding capacity for the municipality (cite title, date and page number):

14. List the Comprehensive Plan policies which identify the range of allowable residential densities (cite page number):

15. List the Comprehensive Plan policies which encourage urban density infill (cite page number):

16. For Urban Service Area (USA) amendments only, will the proposed amendment resolve or create an overlap with the USA of another jurisdiction? If yes, please describe and show the overlap on the attached map:

CITY OF GIG HARBOR

August 24, 1983

Mr. Robert B. Cohen
P. O. Box 349
Tacoma, Wa. 98401

Dear Mr. Cohen,

The Gig Harbor City Council approved your request for water services. This approval is contingent upon:

1. You assume the costs of extending the line to your property;
2. Land-use shall be as proposed; and
3. A surcharge of 50% is attached to all ordinary and common charges.

Please coordinate the extension with Gary Tannahill, Public Works Director.

Sincerely,



Jeff Snider
City Administrator
City of Gig Harbor

JS:jm



COMMUNITY DEVELOPMENT DEPARTMENT

October 26, 2004

Mr. Robert Cohen
170 Brandywine Place
Clayton, CA 94517-2220

SUBJ: Pierce County Comprehensive Plan 2005 Urban Growth Area Amendment
Application – City of Gig Harbor

Dear Mr. Cohen:

Recently, the City of Gig Harbor determined that approximately thirty (30) acres of the City's water service area, located east of Crescent Valley Drive is outside of the Urban Growth Area. According to the Pierce County Assessor's records, you are a property owner within this area.

Pierce County has begun the process of accepting applications for 2005 amendments to the County Comprehensive Plan. This process includes the ability to propose amendments to Urban Growth Area (UGA) boundaries.

This thirty acre area is the only portion of the City water service area that is not located within the City limits or the Urban Growth Area. While this area is in the City's water service area, we are precluded from providing water service outside of the Urban Growth Area under the Growth Management Act. Given that the City is the designated water purveyor for this area, it is appropriate that the Urban Growth Area be expanded to include our water service area.

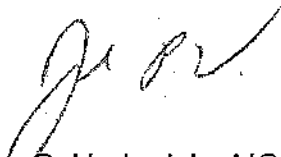
Staff has prepared a draft application to be submitted to Pierce County for an Urban Growth Area Amendment. Pierce County, not the City has the final decision making authority on determining Urban Growth Area Boundaries. If submitted, this application would be considered by Pierce County in 2005.

The draft application was considered by the City Council at the October 25, 2004 meeting. At that meeting, Council directed staff to send a letter to each of the nine (9) property owners of record in the area to inform them of the City's intention to file the application. This matter will be discussed further at the November 8, 2004 City Council meeting which will be held at the Gig Harbor Civic Center located at 3510 Grandview Street in Gig Harbor and will begin at 7:00 P.M.

I have enclosed a copy of the of the draft application for your consideration. The City's welcomes any comments you may have on this application.

Please feel free to contact me should you have any questions or wish to discuss this matter further. I can be reached by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Vodopich". The signature is written in a cursive style with a large initial "J" and "P".

John P. Vodopich, AICP
Community Development Director



COMMUNITY DEVELOPMENT DEPARTMENT

October 28, 2004

Mr. Robert Cohen
170 Brandywine Place
Clayton, CA 94517-2220

SUBJ: Pierce County Comprehensive Plan 2005 Urban Growth Area Amendment
Application - City of Gig Harbor

Dear Mr. Cohen:

I recently sent you a letter regarding the City's intention to file an application with Pierce County for an Urban Growth Area Amendment for an area in which you are a property owner.

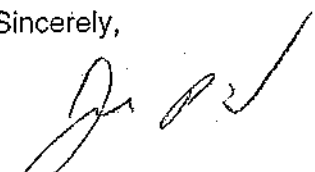
I want to take this additional opportunity to further clarify the reasoning behind this application. The City of Gig Harbor has a 250,000 gallon water tank, 8" water main along 96th Street NW, and provides water service to three residences in this thirty acre area.

This thirty acre area was added to the City's water service area in July 2000 after consultation with other water purveyors in the area. At that time, given the presence of the existing City infrastructure, it was determined that the area would best be served by the City.

I hope that this further clarifies the reasoning behind the application. Please keep in mind that this matter will be discussed further at the November 8, 2004 City Council meeting which will be held at the Gig Harbor Civic Center located at 3510 Grandview Street in Gig Harbor and will begin at 7:00 P.M. The City welcomes any comments you may have on this application.

I will attempt to contact you by telephone next week to answer any questions that you may have. If for some reason I do not reach you, please feel free to contact me. I can be reached by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,



John P. Vodopich, AICP
Community Development Director

2005 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

An Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: REICH LAND INCORPORATED

Address: 29409 39TH AVE S

City/State/Zip Code: ROY, WA 98580 - 8683

Phone: (253) 307-1922

Agent: HALSAN FREY LLC

Address: PO BOX 1447

City/State/Zip Code: GIG HARBOR, WA 98335

Phone: (253) 858-8820

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
 Request Pierce County Executive to initiate the amendment.
 City/Town of _____ is initiating the amendment.

3. Describe the land uses surrounding the proposed amendment (*residential, commercial, agricultural, etc.*).

North: RESIDENTIAL

South: RESIDENTIAL

East: VACANT

West: RESIDENTIAL

4. How does the proposed UGA/USA amendment conform to the requirements of the Growth Management Act?

THE ACT ENCOURAGES DEVELOPMENT WHERE ADEQUATE PUBLIC FACILITIES AND SERVICES EXIST, AND THIS PROPERTY IS PERFECTLY SERVED WITH WATER AND HAS SEWER ALL ALONG ITS FRONTAGE. THE ACT ENCOURAGES SUCH EASILY SERVED AREAS TO BE DESIGNATED URBAN. THE COUNTY IS ALLOWED TO DESIGNATE AN AREA AS URBAN EVEN IF THE CITY OBJECTS, WHICH MAY HAPPEN IN THIS CASE. THE ACT MAKES IT THE RESPONSIBILITY OF THE COUNTY TO ENSURE ADEQUATE LAND IS LOCATED WITHIN THE UGA. THE GIG HARBOR UGA IS TOO SMALL AND NEEDS TO BE ENLARGED.

5. How is the proposed UGA/USA amendment consistent with the County-Wide Planning Policies for Pierce County?

THE POLICIES ENCOURAGE EACH CITY TO TAKE ITS FAIR SHARE OF URBAN GROWTH. GIG HARBOR CANNOT ACCOMMODATE THAT SINCE THE MARKET IS CURRENTLY TOO TIGHT

6. For proposals to increase residential land capacity, explain why additional residential land capacity is needed.

ALTHOUGH WE DON'T HAVE THE DOCUMENTATION, CITY STAFF TOLD US THAT THEIR OWN ANALYSIS OF THE CAPACITY OF THEIR UGA SHOWED ONLY ENOUGH LAND TO ACCOMMODATE GROWTH FOR THE NEXT 20 YEARS PLUS 8 DWELLING UNITS! THERE IS NOT ENOUGH LAND FOR MARKET FORCES TO WORK IN THE GIG HARBOR UGA. GIG HARBOR'S UGA SHOULD HAVE ENOUGH LAND TO ALLOW FOR THE 125% CAPACITY ALLOWED BY THE STATE. THIS SCARCITY OF LAND IS DRIVING LOT PRICES IN FINISHED PLATS BEYOND \$130,000 PER LOT. ADDITIONAL RESIDENTIAL LAND IS NEEDED NOW.

10. List the environmental documentation (e.g., Environmental Impact Statement) prepared by the City or Town for its Plan as required by SEPA (cite title, date and page number):

THE CITY ADOPTED A SEPA DETERMINATION PRIOR TO ADOPTION OF ITS COMPREHENSIVE PLAN.

11. Identify the City or Town plans for providing and funding capital improvements to serve the proposed area with services (cite title, date and page number):

sewer: THE SEWER IS AT THE "FRONT-DOOR". THE CITY ISN'T REQUIRED TO DO ANYTHING TO SERVE THE AREA. THE PIPES ARE ADEQUATELY SIZED AS IS THE LIFT-STATION. ALL SYSTEM EXTENSIONS (PIPES) WILL BE PAID FOR BY USERS.

storm drainage:

ALL WILL BE HANDLED ON-SITE

transportation:

ROADS ARE ALREADY ADEQUATE. BOTH CRESCENT VALLEY AND VERN HANSON ARE COLLECTOR ARTERIALS.

domestic water supply:

THE CITY ALREADY SERVES THE AREA

12. Describe the methodology used by the municipality to calculate the population holding capacity (cite title, date and page number):

WE DON'T HAVE THIS INFORMATION, BUT WERE TOLD THAT THE UGA CAPACITY IS RIGHT AT 100% PLUS 8 DWELLING UNITS. THIS IS CONTRARY TO POLICY #4, BULLET #2 ON PAGE 6.

13. Provide the population holding capacity for the municipality (cite title, date and page number):

WE DON'T HAVE THIS INFORMATION

HALSAN FREY LLC

December 1, 2004

Pierce County Council
County City Building
930 Tacoma Avenue South
Tacoma, WA 98402

RECEIVED
DEC 01 2004
PIERCE COUNTY COUNCIL
By: _____

Dear County Council:

We are asking the members of the County Council to please initiate a Comprehensive Plan Amendment for inclusion in the 2005 cycle that will add a 29.81 acre block of land to the City of Gig Harbor's urban growth area. The entire property is within the City's water service area and some of the parcels within the area are already served with City water. The non-served parcel owners wish to obtain service as well, but cannot since the entire block is outside of the UGA. Many of the property owners also wish to develop their property at urban densities someday. This property should have been included within the City's UGA when they adopted their GMA Comprehensive Plan in 1994, but for some reason it was not. By letter dated January 5, 2004, the City Community Development Director asked PALS to please include this block of land within the City's UGA. To date, the City Council has not taken any formal action to sanction the staff's request. One of the property owners in the area does not want the areas added to the UGA, for all the typical reasons. This property owner does have two sets of sympathetic ears on the City Council. We hope the County Council will do the right thing and include the property within the UGA, in the face of some misguided opposition.

This block of land couldn't be better suited for urban type growth. It is within the City water service area, the sanitary sewer system ends just west of the area, and the roads serving the area are collector arterials. The City owns two of the 12 parcels in the area. One is developed with a well and the other contains a 250,000 gallon storage tank. These two properties are located on the highest part of the area. Is there better UGA property than that with City water above it and City sewer pipes below it? One of my college professors would call it the perfect "source and sink", just like the fertile crescent of ancient Mesopotamia.

To the above, you also need to know that Gig Harbor is severely lacking in adequate supply of land for residential development. City staff has told us that their most recent analysis showed that the entire City UGA (including the land within the City limits) has only enough land to accommodate growth for the next 20 years at exactly 100% plus 8 additional dwelling units. This is not enough land to allow market forces to work. The state allows up to 125% and although this is not required, surely everyone would agree that a market factor of only 8 dwelling units is not enough. The City of Gig Harbor Comprehensive Plan contains a policy (#4 on page 6) that requires sufficient land within the UGA to allow market forces to work. It seems that the City is out of compliance with their own Plan. In addition, we have proposed a separate amendment in the Gig Harbor UGA area that would

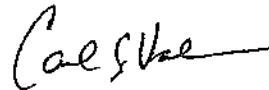
December 1, 2004

change 24.23 acres from residential (SF and MSF) to Community Employment (CE), further reducing the amount of residential land in the UGA. This other amendment makes perfect sense and will be initiated by the County Executive.

The twelve parcels contain 29.81 acres, and two are owned by the City and used for water facilities. The remaining 10 parcels contain 29.31 acres and are a mixture of vacant land and single family homes. This remaining privately owned area contains some slope areas and some wetland areas. No exact analysis has been done to determine the amount of this area that would be classified as environmentally constrained, but it would not be insignificant. Since the City and County both base allowed density on net developable acreage (gross acreage minus environmentally constrained lands and roads), we can safely assume that about 35% of this area will be removed from the gross acreage. If we multiply the privately owned acreage (29.31 acres) by .65, the result is a net developable acreage total of 19.05 acres. The SF/R-1 zone allows 3 dwelling units per net acre, so this land can accommodate up to 57 additional dwelling units.

We ask you to please initiate the requested amendment for inclusion in the 2005 cycle. If you have any questions, please call me directly at (253) 858-8820.

Sincerely,



Carl E. Halsan
Member

c: Chip Vincent, Advance Planning



COMMUNITY DEVELOPMENT DEPARTMENT

PIERCE COUNTY PLANNING
& LAND SERVICES

JAN 16 2004

PIERCE COUNTY

January 5, 2004

Mike Erkkinen, Senior Planner
Pierce County Department of Planning and Land Services
2401 South 35th Street, Room 228
Tacoma, WA 98409-7460

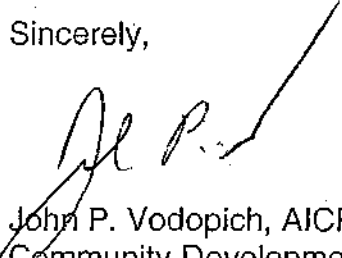
SUBJ: Comprehensive Plan Amendment

Dear Mr. Erkkinen:

Please consider this letter a formal request on behalf of the City of Gig Harbor for a proposed Comprehensive Plan Amendment for the Pierce County 2005 amendment cycle. It has been brought to my attention that a portion of the City Water Service Area lies outside of our Urban Growth Area. As you know, the Growth Management Act prohibits the City from providing urban services outside of the Urban Growth Area. Therefore, the City would like to request that the Urban Growth Area be amended to include the entire water service area. The area in question is located east of Crescent Valley Drive and encompasses approximately 30 acres (see attached map).

Thank you in advance for placing this request on the docket for the 2005 amendment cycle. If you have any questions or comments regarding this correspondence, please feel free to contact me. I can be reached by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,



John P. Vodopich, AICP
Community Development Director

c: Mark Hoppen, City Administrator
Robert Cohen, 170 Brandywine Place, Clayton, CA 94517

2005 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

Roland District 7
COPY

Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: **Howard Roland**
Address: **8811 North Harborview Drive**
City/State/Zip Code: **Gig Harbor, WA 98332**
Phone: (253) **853-3376**
Agent: **Howard Roland**
Address: **8811 North Harborview Drive**
City/State/Zip Code: **Gig Harbor, WA 98332**
Phone: (253) **853-3376**

PIERCE COUNTY PLANNING
& LAND SERVICES

OCT 29 2004

PIERCE COUNTY

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
- Request Pierce County Executive to initiate the amendment.
- City/Town of _____ is initiating the amendment.

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you may then be required to provide names, mailing addresses, and mailing labels for all property owners within 300 feet of the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: S 1/2 of SE 1/4 Section: 32 Township: 22N Range: 02 East

Total Number of Parcels: 1 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 20 Acres

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications")*: (MSF) Moderate Density Single Family

*New designation is necessary for UGA and CUGA amendments. For USA amendments, a new designation is optional.

If the amendment is within a city's or town's Urban Growth Area (UGA) or Urban Service Area (USA), or if the proposal would expand or contract a city's or town's UGA or USA, identify the city or town. City of Gig Harbor

Have you contacted the city or town regarding the amendment? Yes

1. - General Description of Proposal:

Proposed extension of the Gig Harbor Urban Growth Area to encompass 20 acres with a moderate view of Gig Harbor and adjacent to Gig Harbor water tank on 96th Street NW.

2. Why is the UGA/USA amendment needed and being proposed?

To bring consistency to City water service area and to become part of the City of Gig Harbor.

Proposer agrees to provide easement for proposed walking Running and ~~leisure~~ bicycle trail.

Describe the land uses surrounding the proposed amendment (*residential, commercial, agricultural, etc.*).

North: Residential

South: Residential

East: Residential

West: Residential

4. How does the proposed UGA/USA amendment conform to the requirements of the Growth Management Act?

Cities are the units of local government most appropriate to provide urban government services (RCW 36.70A.110 (4)). The area proposed to be included in the UGA is adjacent to the City of Gig Harbor water service area and, as such, should be included in the City UGA.

How is the proposed UGA/USA amendment consistent with the County-Wide Planning Policies for Pierce County?

Location of urban growth boundaries are to consider public facility and service availability, limits and extensions and jurisdictional boundaries (Pierce County CWPP's 2.2.1.b. & c.).

6. For proposals to increase residential land capacity, explain why additional residential land capacity is needed.

Additional residential capacity will provide additional inventory to the area which is experiencing a shortage of residential building sites

7. For proposals to increase the supply of land available for the Employment Center designation, explain why there is a need for additional Employment Center land outside the Comprehensive Urban Growth Area.

N/A

8. For proposals to expand an urban growth area, explain how adequate public facilities can be provided within the 20-year planning horizon.

The area proposed to be included in the urban growth area has been identified in the June 2001 City of Gig Harbor Water System Comprehensive Plan. *at*

adjacent to Gig Harbor "Well" and water Tank!

NOTE: If the proposed amendment is not addressed within a City or Town Comprehensive Plan, skip questions 9 - 16. However, the parcel information requested on page 7 of this application must be provided for all UGA amendments.

9. Provide the title and adoption date for the City or Town Comprehensive Plan that addresses the proposed amendment.

The area proposed to be included in the urban growth area was not addressed in the November 1994 City of Gig Harbor Comprehensive Plan, therefore question 9 - 16 are skipped as directed above.

10. List the environmental documentation (e.g., Environmental Impact Statement) prepared by the City or Town for its Plan as required by SEPA (cite title, date and page number):

11. Identify the City or Town plans for providing and funding capital improvements to serve the proposed area with services (cite title, date and page number):

sewer:

storm drainage:

transportation:

domestic water supply:

12. Describe the methodology used by the municipality to calculate the population holding capacity (cite title, date and page number):

13. Provide the population holding capacity for the municipality (cite title, date and page number):

**2005 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN**

An Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: Mark S. Veitenhans
Address: 4625 NE 73rd Street
City/State/Zip Code: Seattle WA 98115
Phone: (206) 545-1892

Agent: Mark S. Veitenhans
Address: 4625 NE 73rd Street
City/State/Zip Code: Seattle WA 98115
Phone: (206) 545-1892

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
 Request Pierce County Executive to initiate the amendment.
 City/Town of _____ is initiating the amendment.

RECEIVED
NOV 29 2004
PIERCE COUNTY COUNCIL
BY: _____

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you may then be required to provide names, mailing addresses, and mailing labels for all property owners within 300 feet of the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: 12 Section: 5 Township: 21 Range: 02

Total Number of Parcels: 123 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 29.81 / 1.52 Acres

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural Reserve 5 (Rsv5) and Rural 10 (R10)

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Moderate Density Single Family (MSF) *New designation is necessary for UGA and CUGA amendments. For USA amendments, a new designation is optional.

If the amendment is within a city's or town's Urban Growth Area (UGA) or Urban Service Area (USA), or if the proposal would expand or contract a city's or town's UGA or USA, identify the city or town. City of Gig Harbor

Have you contacted the city or town regarding the amendment? Yes

1. General Description of Proposal:

Proposed expansion of the City of Gig Harbor Urban Growth Area to encompass approximately thirty (30) acres of property currently identified as being within the City's water service area.

2. Why is the UGA/USA amendment needed and being proposed?

To bring consistency between the City's water service area and the urban growth area boundary.

3. Describe the land uses surrounding the proposed amendment (*residential, commercial, agricultural, etc.*).

North: **Residential**

South: **Residential**

East: **Residential**

West: **Residential**

4. How does the proposed UGA/USA amendment conform to the requirements of the Growth Management Act?

Cities are the units of local government most appropriate to provide urban governmental services (RCW 36.70A.110 (4)). The area proposed to be included in the UGA is in the City of Gig Harbor water service area and, as such, should be included in the City UGA.

5. How is the proposed UGA/USA amendment consistent with the County-Wide Planning Policies for Pierce County?

Location of urban growth boundaries are to consider public facility and service availability, limits and extensions and jurisdictional boundaries (Pierce County CWPP's 2.2.1.b.&c.).

6. For proposals to increase residential land capacity, explain why additional residential land capacity is needed.

The proposal is not being initiated to increase residential land capacity. The proposal is to bring consistency between the City's water service area and the urban growth area boundary.

7. For proposals to increase the supply of land available for the Employment Center designation, explain why there is a need for additional Employment Center land outside the Comprehensive Urban Growth Area.

Not applicable

8. For proposals to expand an urban growth area, explain how adequate public facilities can be provided within the 20-year planning horizon.

The area proposed to be included in the urban growth area has been identified in the June 2001 City of Gig Harbor Water System Comprehensive Plan.

NOTE: If the proposed amendment is not addressed within a City or Town Comprehensive Plan, skip questions 9 - 16. However, the parcel information requested on page 7 of this application must be provided for all UGA amendments.

9. Provide the title and adoption date for the City or Town Comprehensive Plan that addresses the proposed amendment.

The area proposed to be included in the urban growth area was not addressed in the November 1994 City of Gig Harbor Comprehensive Plan, therefore question 9-16 are skipped as directed above.

10. List the environmental documentation (e.g., Environmental Impact Statement) prepared by the City or Town for its Plan as required by SEPA (cite title, date and page number):

11. Identify the City or Town plans for providing and funding capital improvements to serve the proposed area with services (cite title, date and page number):

sewer:

storm drainage:

transportation:

domestic water supply:

12. Describe the methodology used by the municipality to calculate the population holding capacity (cite title, date and page number):

13. Provide the population holding capacity for the municipality (cite title, date and page number):

14. List the Comprehensive Plan policies which identify the range of allowable residential densities (cite page number):

15. List the Comprehensive Plan policies which encourage urban density infill (cite page number):

16. For Urban Service Area (USA) amendments only, will the proposed amendment resolve or create an overlap with the USA of another jurisdiction? If yes, please describe and show the overlap on the attached map:

RECEIVED
CITY OF GIG HARBOR
JAN 14 2005
COMMUNITY DEVELOPMENT

Saasen - District 7
PA-34

2005 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

An Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: DUANE & DONNA SAASEN
Address: 3210 SOUTH TACOMA WAY
City/State/Zip Code: TACOMA, WA. 98409
Phone: (253) 473-7171

Agent:
Address:
City/State/Zip Code:
Phone: ()

Initiation (check one):
 Request Pierce County Council to initiate the amendment.
 Request Pierce County Executive to initiate the amendment.
 City/Town of _____ is initiating the amendment.

RECEIVED
DEC 01 2004
PIERCE COUNTY COUNCIL
By: Ann McKay
12:39 PM

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you may then be required to provide names, mailing addresses, and mailing labels for all property owners within 300 feet of the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: 43 Section: 13 Township: 22 Range: 01

Total Number of Parcels: 3 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 8.99

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RSV-5

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications")*: ~~RSV-5~~ CE/CC
*New designation is necessary for UGA and CUGA amendments. For USA amendments, a new designation is optional.

If the amendment is within a city's or town's Urban Growth Area (UGA) or Urban Service Area (USA), or if the proposal would expand or contract a city's or town's UGA or USA, identify the city or town. Gig Harbor

Have you contacted the city or town regarding the amendment? YES

1. General Description of Proposal:

RE-ZONE PROPERTY TO CE (Community Employment) WHICH WOULD BE SIMILAR TO PROPERTY DIRECTLY ACROSS THE STREET. OR, IDEALLY, RE-ZONE TO ^{CC} ~~RSV-5~~ (COMMERCIAL USE DISTRICT) WHICH WOULD INCLUDE MULTI-FAMILY DEVELOPMENT AND COMMERCIAL/OFFICE. WE INTEND TO BUILD VIEW CONDOMINIUMS BY COMMERCIAL BELOW.

2. Why is the UGA/USA amendment needed and being proposed?

TO RE-ZONE THE PROPERTY & IMPROVE THE NEIGHBORHOOD.

3. Describe the land uses surrounding the proposed amendment (residential, commercial, agricultural, etc.).

North: 9100-RES

South: CE ACROSS 144th ST.

East: HWY 16 / 1155 - MH TITLE ELIM.

West: M 1155 - MH PARCEL# 012213405

9100-RES PARCEL# 0122134012

9100-RES PARCEL# 0122134011

4. How does the proposed UGA/USA amendment conform to the requirements of the Growth Management Act?

It will be more conforming to the surrounding properties/neighborhood, zoned as CE or ~~MH~~ MH. THE neighborhood needs to be rid of garbage dumped on vacant land, & mobile homes. Multi-family & light commercial will be a huge advantage offering community services to the public.

5. How is the proposed UGA/USA amendment consistent with the County-Wide Planning Policies for Pierce County?

increased population due to increased access from narrow bridge development & Gig Harbor north development requires housing & community services.

6. For proposals to increase residential land capacity, explain why additional residential land capacity is needed.

Population is rapidly growing in Gig Harbor & surrounding areas. Housing is needed close to schools, shopping, and freeway.

7. For proposals to increase the supply of land available for the Employment Center designation, explain why there is a need for additional Employment Center land outside the Comprehensive Urban Growth Area. *NA*

8. For proposals to expand an urban growth area, explain how adequate public facilities can be provided within the 20-year planning horizon.

NOTE: If the proposed amendment is not addressed within a City or Town Comprehensive Plan, skip questions 9 - 16. However, the parcel information requested on page 7 of this application must be provided for all UGA amendments.

9. Provide the title and adoption date for the City or Town Comprehensive Plan that addresses the proposed amendment. *NA*

10. List the environmental documentation (e.g., Environmental Impact Statement) prepared by the City or Town for its Plan as required by SEPA (cite title, date and page number):

NA

11. Identify the City or Town plans for providing and funding capital improvements to serve the proposed area with services (cite title, date and page number): *NA*

sewer:

storm drainage:

transportation:

domestic water supply:

12. Describe the methodology used by the municipality to calculate the population holding capacity (cite title, date and page number): *NA*

13. Provide the population holding capacity for the municipality (cite title, date and page number):

NA

14. List the Comprehensive Plan policies which identify the range of allowable residential densities (cite page number): *NA*

15. List the Comprehensive Plan policies which encourage urban density infill (cite page number):

NA

16. For Urban Service Area (USA) amendments only, will the proposed amendment resolve or create an overlap with the USA of another jurisdiction? If yes, please describe and show the overlap on the attached map:

NA

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: DOANE & DONNA SAASEN (SAASEN)
Address: 3210 SOUTH TACOMA WAY
City/State/Zip: TACOMA, WA. 98409
Phone: 253-473-7171 or 253-606-3635 (cell)
Tax Parcel Number: 8122134008
Lot Size/Acreage/Sq. Ft.: 108,900 (2.5 AC) (From County Assessor Records or Tax Statement)
Current Use Code: 9100-PES (4 Digit Land Use Code From County Assessor Records or Tax Statement)
Site Address: VACANT LAND
14796XXX SE 16 Hwy E
Location: Range: 01 Township: 22 Section: 13 Quarter:
Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RSV-5
Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): COMMUNITY EMPLOYMENT / ~~INDUSTRIAL USE DISTRICT~~ COMMUNITY CENTER
Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): (E/IND) CC
Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
VACANT LAND

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): _____

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer _____; septic (check one)

Sewer Provider: _____

The site is currently served by a public water system ; well _____ (check one)

Water Purveyor: _____

The site is located on a public road _____; private road (check one)

Name of road: 147 ST

Fire District #: _____ Name: _____

School District #: _____ Name: _____

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: R. DUANE & DONNA SAASEN

Address: 3210 SO. TACOMA AVE

City/State/Zip: TACOMA, WA, 98409

Phone: 253-473-7171 OR 253-666-3635

Tax Parcel Number: 0122134007

Lot Size: Acreage/Sq. Ft.: (2.50) ACRES OR 108900 SQ. FT. (From County Assessor Records or Tax Statement)

Current Use Code: 9100-RES (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 14796 XXX SR 16 HWY E.

Location: Range: 01 Township: 22 Section: 13 Quarter: 4B

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RSV5

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): COMMUNITY EMPLOYMENT / COMMUNITY CENTER

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE / ~~CC~~ CC

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
NONE

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): _____

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic . (check one)

Sewer Provider: _____

The site is currently served by a public water system ___; well . (check one)

Water Purveyor: _____

The site is located on a public road ___; private road . (check one)

Name of road: 14796TH ST.

Fire District #: _____ Name: _____

School District #: _____ Name: _____

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: R. DUANE & DUNNA M. SASEN

Address: 3210 So. Tacoma Way

City/State/Zip: TACOMA, WA 98409

Phone: 253-473-7171 OR 253-626-3635

Tax Parcel Number: 0122134021

Lot Size: Acreage/Sq. Ft. (3.99) OR 173,804 SQ. FT. (From County Assessor Records or Tax Statement)

Current Use Code: 922-RES/VACANT LAND (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 14796 XXX SR. 16 HWY

Location: Range: 01 Township: 22 Section: 13 Quarter: 43

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RSK5

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): COMMUNITY EMPLOYMENT / ^{Community Center} ~~OTHER USE DISTRICT~~

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE / ~~OTHER~~ CC

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

VACANT LAND

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): _____

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic ___. (check one)

Sewer Provider:

The site is currently served by a public water system ___; well ___. (check one)

Water Purveyor:

The site is located on a public road ; private road ___. (check one)

Name of road: 14796 ST

Fire District #: ___ Name:

School District #: ___ Name:



Pierce County Assessor-Treasurer
electronic Property
Information Profile (e-PIP)



Ken Madsen
Assessor-T

Pierce County Home Assessor-Treasurer Home Parcel Search Recorded Documents Permits
Summary Taxes/Values Land Buildings Sales Map

Parcel Map for 0122134007

09/13/

Taxpayer Details		Property Details	
Taxpayer Name:	WHEAT ROCKEY J	Parcel Number:	0122134007
Mailing Address:	PO BOX 1934 GIG HARBOR WA 98335-3934	Site Address:	14796XXX SR16 HWY E
		Account Type:	Real Property
		Category:	Land and Improvements
		Use Code:	9100-RES VACANT LAND

Zoom Level: 3

Zoom

N

For additional mapping options, visit [Map Your Way](#)

I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individual commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or a person or entity who relies on any information obtained from this system, does so at their own risk. All critical information should be independently verified.

Pierce County Assessor-Treasurer
Ken Madsen
2401 South 35th St Room 142
Tacoma, Washington 98409

2005 APPLICATION
FOR TEXT AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

Watlans - District 7
Text
PA-47

A Text Amendment is a proposed change or revision to the Comprehensive Plan text. It can include either an amendment to the policies under the Objectives, Principles and Standards per Element or the text preceding the policies.

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: JAY W. WATLANS
Address: 9619 85th AVE NW
City/State/Zip Code: GIG HARBOR, WA 98332
Phone: (253) 851-6735

Agent: N/A
Address:
City/State/Zip Code:
Phone: ()

- Initiation (check one):
- Request Pierce County Council to initiate the amendment.
 - Request Pierce County Executive to initiate the amendment.
 - City/Town of _____ is initiating the amendment.

Rec'd 11/22/04
ASG

Description of Amendment:

Amend the Gig Harbor Peninsula Community Plan
to provide a Neighborhood Center Designation.

2. Write (type) text as it currently appears in the Comprehensive Plan (include element/chapter and Pierce County Code citation):

See Attached

3. Write (type) proposed amendment (if new, indicate the proposed location by specifying the document, page number, and location on the page):

See Attached

4. Why is the text amendment needed and being proposed:

this text amendment is intended to allow a
new low intensity commercial zone that may be
located near a general aviation airport.

Attach additional sheets if necessary.

F:\WPFILES\LONG\2005\AMEND\FORMS\TEXT.APP

Watland Text Amendment proposal - 2005

The following proposed amendments would modify the Gig Harbor Peninsula Community Plan.

Page 30

Proposed Land Use Designations

The community plan proposes ~~five~~ ^{four} land use designations to achieve the community's goals in Gig Harbor's UGA: Moderate Density Single-Family, Master Planned Community, ~~Neighborhood Center~~ Community Center, and Employment Center. Table 4 shows how many acres are found in each plan designation. The proposed designations are intended to be consistent with the City of Gig Harbor's land use plan for the UGA. The Proposed Land Use Designations Map illustrates the proposed designations for the UGA.

Urban Designation	Acres
Moderate Density Single-Family (MSF)	2,364
Master Planned Community (MPC)	655
Neighborhood Center	12
Community Center (CC)	95
Employment District (EC)	665

Page 31

~~The Neighborhood Center (NC) designation is intended to provide small scale office, civic and retail uses in the urban growth area. Residential development shall not be permitted. Neighborhood Centers should be located to provide everyday shopping and services for the nearby residential community. Neighborhood Centers should provide significant screening from adjacent residential areas and rural zone classifications. The NC designation will be implemented through Neighborhood Center (NC) zone classification.~~

Page 39

~~3.1.3 Designate the property southeast of the intersection of 36th Street NW and Point Fosdick Drive NW as a Neighborhood Center.~~

Page 40

~~3.3.5 The Neighborhood Commercial zone should allow for a variety of office, civic and commercial uses at a scale compatible with surrounding residential neighborhoods.~~

3.3.5.1 Allow professional offices, personal services, eating and drinking establishments and other commercial services that cater to local residents.

3.3.5.2 Prohibit auto-oriented commercial facilities including drive through restaurants, gas stations and similar businesses.

3.3.5.3 Prohibit residential development.

3.3.6 New uses in the Neighborhood Center zone shall provide a 50-foot wide natural buffer between the development and adjacent residential land uses and Rural Residential zone classifications.

2005 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

Wattland - District 7
UGA PA-48

An Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC.19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: JAY W. WATLAND
Address: 9610 85th AVE NW
City/State/Zip Code: GIG HARBOR, WA 98332
Phone: (253) 851-6735

Agent: N/A
Address:
City/State/Zip Code:
Phone: ()

Initiation (check one):
 Request Pierce County Council to initiate the amendment.
 Request Pierce County Executive to initiate the amendment.
 City/Town of _____ is initiating the amendment.

RECEIVED
NOV 30 2004
PIERCE COUNTY COUNCIL
By: _____

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you may then be required to provide names, mailing addresses, and mailing labels for all property owners within 300 feet of the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: SE Section: 20 Township: 21 Range: 02

Total Number of Parcels: 1 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 12.6 ACRES

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RURAL 10 (R-10) WITH RURAL AIRPORT OVERLAY

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): NC - NEIGHBORHOOD CENTER

*New designation is necessary for UGA and CUGA amendments. For USA amendments, a new designation is optional.

If the amendment is within a city's or town's Urban Growth Area (UGA) or Urban Service Area (USA), or if the proposal would expand or contract a city's or town's UGA or USA, identify the city or town. GIG HARBOR

Have you contacted the city or town regarding the amendment? YES

1. General Description of Proposal:

PROVIDE A COMMERCIAL ZONE CLASSIFICATION THAT WOULD BE COMPATIBLE WITH THE PROPERTY'S PROXIMITY TO THE TACOMA NARROWS AIRPORT (IE NO RESIDENTIAL DEVELOPMENT) ANTICIPATED USES WOULD INCLUDE APPROPRIATE OFFICE, LOW INTENSITY COMMERCIAL AND CIVIC DEVELOPMENT.

2. Why is the UGA/USA amendment needed and being proposed?

BECAUSE OF THE PROPERTY'S LOCATION NEAR THE FLIGHT PATH OF THE TACOMA NARROWS AIRPORT, RURAL RESIDENTIAL DEVELOPMENT IS NOT APPROPRIATE.

3. Describe the land uses surrounding the proposed amendment (*residential, commercial, agricultural, etc.*).

North: Residential and Golf Course. Commercial 1/2 mile north
South: unimproved airport property - Tacoma Narrows Airport
East: unimproved airport property, Commercial (Athletic Club)
West: Lighthouse Christian School and residential

4. How does the proposed UGA/USA amendment conform to the requirements of the Growth Management Act?

The city of Gig Harbor would provide the necessary public services for commercial development

5. How is the proposed UGA/USA amendment consistent with the County-Wide Planning Policies for Pierce County?

The expansion of the UGA would provide additional land for commercial development in an area that the city of Gig Harbor considers appropriate for limited commercial development. New construction would be designed to meet city standards through their sewer extension agreement.

6. For proposals to increase residential land capacity, explain why additional residential land capacity is needed.

NA

This proposal would not authorize residential development.

7. For proposals to increase the supply of land available for the Employment Center designation, explain why there is a need for additional Employment Center land outside the Comprehensive Urban Growth Area.

N A. this proposal would provide for office, civic and limited commercial development

8. For proposals to expand an urban growth area, explain how adequate public facilities can be provided within the 20-year planning horizon.

The city of Gig Harbor would provide the necessary infrastructure for urban development.

NOTE: If the proposed amendment is not addressed within a City or Town Comprehensive Plan, skip questions 9 - 16. However, the parcel information requested on page 7 of this application must be provided for all UGA amendments.

9. Provide the title and adoption date for the City or Town Comprehensive Plan that addresses the proposed amendment.

See the City of Gig Harbor comprehensive plan and Capital Facilities Plan

10. List the environmental documentation (e.g., Environmental Impact Statement) prepared by the City or Town for its Plan as required by SEPA (cite title, date and page number):

City of Gig Harbor Supplemental EIS

11. Identify the City or Town plans for providing and funding capital improvements to serve the proposed area with services (cite title, date and page number):

sewer:

storm drainage:

See the city of Gig Harbor
capital facilities plan

transportation:

domestic water supply:

12. Describe the methodology used by the municipality to calculate the population holding capacity (cite title, date and page number):

Gig Harbor Buildable Lands Report

13. Provide the population holding capacity for the municipality (cite title, date and page number):

NA

14. List the Comprehensive Plan policies which identify the range of allowable residential densities (cite page number):

NA - residential development is not applicable to this proposal

15. List the Comprehensive Plan policies which encourage urban density infill (cite page number):

NA.

16. For Urban Service Area (USA) amendments only, will the proposed amendment resolve or create an overlap with the USA of another jurisdiction? If yes, please describe and show the overlap on the attached map:

No. the city of Gig Harbor is the only service provider in the area.

PARCEL INFORMATION

This page must be completed for each parcel included in the Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: JAY W. WATLAND ESAL
Address: 9610 85TH AVE NW
City/State/Zip: GIG HARBOR, WA 98332
Phone: (253) 851-6735
Tax Parcel Number: R0221204023
Lot Size: Acreage/Sq. Ft.: 12.6 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: 9600 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: PT. FOSDICK DR. & 36TH ST, NW

Location: Range: 02 Township: 21 Section: 20 Quarter: SE

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RURAL 10 (R-10) WITH RURAL AIRPORT OVERLAY

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): NC - NEIGHBORHOOD CENTER

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): NC - NEIGHBORHOOD CENTER

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
VACANT

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): NC - NEIGHBORHOOD CENTER

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider:

The site is currently served by a public water system ; well . (check one)

Water Purveyor: WASHINGTON WATER SERVICE CO.

The site is located on a public road ; private road . (check one)


Name of road: PT. FOSDICK DRIVE & 36TH ST, NW

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. 
CITY ENGINEER
SUBJECT: PIERCE COUNTY INTERLOCAL AGREEMENT
- POINT FOSDICK AND 36TH STREET ROUNDABOUT PROJECT
DATE: FEBRUARY 14, 2005

INTRODUCTION/BACKGROUND

This agreement provides for Pierce County contributing \$330,000 towards the City's roundabout construction costs for the Point Fosdick Drive / 36th Street Roundabout project. This agreement consummates several months of negotiation efforts between the City Engineer and Pierce County. The estimated construction costs for this project is one million dollars.

This is a "reimburse as you go" type of agreement in which Pierce County will reimburse the City at various points of construction. This agreement further stipulates that the City and the County agree to work together to adjust the corporate limits of the City/County to include the completed roundabout facility within the City limits. Currently, the southern portion of the intersection lies within Pierce County.

The City Attorney and the City Engineer have reviewed this agreement and approval of this agreement is recommended. The agreement is a representative example of a cooperative partnership between the City and Pierce County.

FISCAL CONSIDERATIONS

The City has previously received a lump sum payment from the Washington State Department of Transportation (WSDOT) in the amount of \$330,000.00. This coupled with the equal reimbursement from Pierce County brings the total outside agency contributions to \$660,000.00. This project is currently budgeted for construction with construction scheduled for this summer.

RECOMMENDATION

I recommend that the Council authorize the approval of this interlocal agreement.



Pierce County

Public Works and Utilities

Brian J. Ziegler, P.E.
Director

Transportation Services
2401 South 35th Street, Room 150
Tacoma, Washington 98409-7485
(253) 798-7250 • FAX (253) 798-2740

RECEIVED
JAN 27 2005
CITY OF GIG HARBOR
PUBLIC WORKS DEPT

January 25, 2005

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

Re: Interlocal Agreement
Point Fosdick Drive NW and 36th Street NW Roundabout

Dear Steve:

Enclosed please find three originals of the interlocal agreement between Pierce County and the City of Gig Harbor relative to the roundabout construction at Point Fosdick Drive NW and 36th Street NW. These agreements have been approved as to form by the Pierce County Deputy Prosecuting Attorney. Please have all three originals executed by the City and return all three originals to me. I will then have the County execute the three originals and return one of the originals to you.

Thank you very much for the good working relationship that was established in the development of this agreement. The City and County likely will have many more opportunities to work together on cooperative partnerships and I appreciate the relationship that has been established. If you have any questions in regard to the enclosed agreement, please contact me at (253) 798-2768. Thank you.

Sincerely,

Christine Smith for

Gary N. Predoehl, P.E.
Program Development Manager

cc: Brian Ziegler, P.E., Director of Public Works and Utilities
Toby Rickman, P.E., Deputy Director of Public Works and Utilities
Brian Stacy, P.E., County Engineer



Return to:

Peggy Anderson, Records Manager
Pierce County Public Works and Utilities
Transportation Services
2401 South 35th Street, Room 150
Tacoma, WA 98409-7485

**AGREEMENT
BETWEEN PIERCE COUNTY AND
CITY OF GIG HARBOR
RELATING TO INTERSECTION IMPROVEMENTS AT
POINT FOSDICK DRIVE NW AND 36TH STREET NW**

THIS AGREEMENT, made in accordance with RCW Chapter 39.34, is between PIERCE COUNTY (hereinafter, the County), a political subdivision of the State of Washington, and the CITY OF GIG HARBOR (hereinafter, the City), a municipal subdivision of the State of Washington.

WHEREAS, the intersection area of Point Fosdick Drive NW and 36th Street NW lies within the jurisdictional boundary of the City. The north and east legs are within the City and the south and west legs are within the County; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has connected 36th Street NW to State Route 16 (SR-16) for the purpose of providing ingress and egress to SR-16; and

WHEREAS, traffic volumes at the Point Fosdick Drive NW and 36th Street NW intersection are projected to increase; and

WHEREAS, the City desires to design and construct a single lane roundabout at the intersection of Point Fosdick Drive NW and 36th Street NW for the purpose of providing traffic control at the intersection; and

WHEREAS, WSDOT has agreed to fund approximately one-third of the total cost of the project by contributing \$330,000; and

WHEREAS, The City and the County find it in the public interest to work in a cooperative relationship to improve the intersection of Point Fosdick Drive NW and 36th Street NW as stated herein.

WITNESSETH

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, the County and the City hereto agree as follows:

SECTION 1.0 PURPOSE

The purpose of this Agreement is to outline specific obligations and responsibilities between the City and the County to finance, design, and construct a single lane roundabout and associated improvements at the intersection of Point Fosdick Drive NW and 36th Street NW (hereinafter, the Project).

SECTION 2.0 OBLIGATIONS AND RESPONSIBILITIES

2.1 Design Phase. The City shall be the lead agency for the development and completion of the Design Phase for the Project including, but not limited to, design, environmental documentation, construction plans, specifications, estimates and contract documents. The County shall have the right to review and comment on the plans, specifications, and cost estimates at the 50% and 100% completion stage. The County will provide such review comments to the City within 30 calendar days of receiving these documents. The City will consider revisions within the Design Phase based on the County's comments and will provide to the County the reasons for any determination contrary to the County comments. In the event of dispute between the City and County relative to the design of the Project, the decision of the City will be final. If the County fails to provide written comments to the City within the thirty day time frame, the City may proceed ahead with the design of the Project without the County's comments.

- 2.2 Design and Construction Parameters.** It is understood and agreed by the County and the City that the Project will be designed and constructed in accordance with the latest editions of the following: The American Association of State and Highway Transportation Officials (AASHTO) "Green Book"; the American Public Works Association (APWA), Washington State Chapter, and Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction; the U.S. Department of Transportation (USDOT) Roundabout Informational Guide; and the City of Gig Harbor Public Works Standards.
- 2.3 Right-of-Way Phase.** The City shall be the lead agency responsible for the implementation of the Right-of-Way Phase of the Project. This includes all work necessary to obtain the required right-of-way in the City's and the County's jurisdiction necessary for the Project. In the event that the necessary right-of-way in the County cannot be acquired through negotiation, the County shall assume condemnation responsibilities. All costs associated with condemnation responsibilities of the County will be included as part of the total County contribution to the Project as detailed in Section 2.7.
- 2.4 Construction Phase.** The City shall be the lead agency for the Construction Phase for the Project including, but not limited to, contract advertisement, contractor selection, contract administration, construction engineering, construction survey, construction inspection, material testing activities, and project close-out. The County shall have the right to inspect the Project throughout its construction and at the final completion stage to ensure the Project meets applicable commitments and regulatory requirements of the County. Comments by the County shall be provided to the City rather than the City's contractor.
- 2.5 Permits.** Prior to commencing construction, the City will request and the County will process and issue to the City and/or its Contractor, all necessary County permits required to allow construction activities within the County rights-of-way of Point Fosdick Drive NW and 36th Street NW to construct the Project. The County will not bill the City for any costs associated with processing and issuing the required permits. All other reviews and permits required from other agencies and/or organizations for the construction of the Project will be the responsibility of the City.

- 2.6 Maintenance.** It is understood and agreed that the ownership, operation and maintenance associated with the completed roundabout facility, including the central island, splitter islands, pathways, landscaping, crosswalks, signing, pavement markings, illumination and all other improved areas of the Project, shall be performed by the City at the sole cost of the City and without expense to the County. The City and County further agree to work together to adjust the corporate limits of the City pursuant to RCW 35.21.790 in order to include the completed roundabout facility completely within the City.
- 2.7 Funding and Payment.** The County agrees to financially participate in the entire Project including the Design phase, Right-of-Way phase, and Construction phase at a total of one-third of the Project cost to a maximum contribution of \$330,000. The City agrees that the County will not be invoiced for any cost of the Project until the Project has been awarded by the City to a contractor and the contractor has begun construction. The County will be invoiced for one-third of County's contribution by the City after the City awards the construction contract and the contractor begins construction, one-third after 50% construction completion, and the final third after the Project has been completed and approved by both the City and County. The final payment may be modified to ensure an exact one-third of the total cost up to the maximum contribution of \$330,000. The County will make payment to the City within 30 calendar days when properly invoiced by the City. Proper invoicing will include documentation of all Project costs.
- 2.8 Cost Increases.** The City will be responsible for cost increases incurred in all Phases of the Project beyond the maximum contribution as specified in Section 2.7 of this Agreement.
- 2.9 Interim Project.** The City may construct an interim project at the intersection of Point Fosdick Drive NW and 36th Street NW prior to the construction of the roundabout. The interim project shall be afforded the same review as the Project as described in Section 2.1. The County will not be responsible for any costs associated with an interim project.

SECTION 3.0 TERM OF THE AGREEMENT

The Agreement shall have a term commencing on the date of execution of this Agreement and will terminate when the terms of this Agreement are complete

or upon mutual consent by the parties to this Agreement. There are no other written or expressed termination dates associated with this Agreement.

SECTION 4.0 FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated by the County Council for payments by the County associated with this Agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

SECTION 5.0 INDEMINIFICATION AND DEFENSE

Each party shall defend, indemnify and hold the other party, 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 negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of each party. 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 County and the City, its officers, officials, employees, agents and volunteers, then each party's liability hereunder shall be only to the extent of that party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

The County understands that the County is responsible to ensure its own compliance with all rules, regulations, ordinances and statutes applicable to the County in the performance of this Agreement. The City understands that the City is responsible to ensure its own compliance with all rules, regulations, ordinances and statutes applicable to the City in the performance of this Agreement.

SECTION 6.0 NO THIRD-PARTY BENEFICIARY

The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this Agreement.

SECTION 7.0 INSURANCE COVERAGE

The City and the County shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with self-insured retention of no more than \$2,000,000 and a policy limit of no less than \$5,000,000.

SECTION 8.0 NON-DISCRIMINATION

The County and the City certify that they are Equal Opportunity Employers.

SECTION 9.0 ASSIGNMENT

Neither the County nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

SECTION 10.0 NOTICE

Any formal notice or communication to be given by the County to the City under this Agreement shall be deemed properly given, if delivered, or mailed postage prepaid and addressed to:

Mr. Steve Misiurak, P.E., City Engineer
City of Gig Harbor
Community Development Department
3510 Grandview Street
Gig Harbor, WA 98335

Any formal notice or communication to be given by the City to the County under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

Pierce County Executive
Pierce County Executive's Office
930 Tacoma Avenue S, Room 737
Tacoma, WA 98402
Copy to: Brian Stacy, P.E., County Engineer

The name and address to which notices and communications shall be directed may

be changed at any time, and from time to time, by either the City or the County giving notice thereof to the other party as herein provided.

SECTION 11.0 COUNTY AND CITY ARE INDEPENDENT CONTRACTORS

The County is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and County or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement.

The City is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and County or any of the City's agents or employees. The City shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement.

SECTION 12.0 WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 13.0 ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement and no prior agreements between the parties shall be effective for any purpose.

SECTION 14.0 AMENDMENT

Provisions within this Agreement may be amended with the written mutual consent of the duly authorized representatives of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 15.0 FILING

Copies of this Agreement shall be filed with the Pierce County Auditor after execution of the Agreement by both parties.

SECTION 16.0 SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 17.0 DISPUTE RESOLUTION

The City and County agree that any controversy, dispute, claim, or breach of or relating to this Agreement on the part of either party ("the Dispute") shall be resolved in accordance with the following procedures:

- (1) The parties shall first attempt to negotiate a mutually satisfactory resolution to the Dispute as follows:
 - a) The complaining party shall prepare a written description ("Letter") of the alleged Dispute and notify the other party as provided for in this Agreement. The Letter shall explain the nature of the Dispute and refer to the relevant section of the Agreement upon which the Dispute is based. The complaining party shall also set forth a proposed solution to the Dispute, including a specific timeframe within which the parties must act.
 - b) The party receiving the Letter must prepare a written response within twenty (20) days of receipt with an explanation, including references to the relevant parts of the Agreement and a response to the proposed solution.
 - c) Within twenty (20) days of receipt of this response, the parties must meet and discuss options for resolving the Dispute. The complaining party must initiate the scheduling of this meeting at a time mutually convenient for both parties.

- (2) If any Dispute arises between the City and the County under any provisions of this Agreement which cannot be resolved utilizing the procedures as described in the previous paragraph and if a legal action is initiated, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. The party not prevailing agrees to pay to the substantially prevailing party all reasonable costs and attorney fees and costs in connection therewith, including on appeal. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Washington.

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed on the _____ day of _____, 2005.

PIERCE COUNTY

CITY OF GIG HARBOR

Pierce County Executive

Mayor

Date: _____

Date: _____

Recommended By:

Attest:

Director of Public Works & Utilities

City Clerk

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Susan Jensen
Deputy Prosecuting Attorney

City Attorney

Date: 1-19-05

Date: _____

Approved:

Budget and Finance

Date: _____

Approved:

Risk Management

Date: _____



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE RELATING TO ANNEXATION
AND ZONING – NORTH DONKEY CREEK ANNEXATION (ANX 03-03)
DATE: FEBRUARY 14, 2005

INFORMATION/BACKGROUND

The City Council met with the initiators of a 'Notice of Intention to Commence Annexation Proceedings' on July 28, 2003 with regards to a proposed annexation of approximately 9.78 acres of property located west of Burnham Drive, east of the east boundary of the Tacoma-Lake Cushman power line, and north of 96th Street NW. The Council voted to accept a revised legal description and authorized the circulation of an annexation petition subject to adoption of the pre-annexation zoning of Medium-Density Residential (R-2) with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek and a requirement that the property owners assume a proportionate share of the City's indebtedness.

The City received the initial petition for annexation on December 4, 2003. The petition was subsequently certified by the Pierce County Office of the Assessor-Treasurer as being legally sufficient on October 25, 2004.

At the conclusion of a public hearing on November 22, 2004, the Council passed Resolution No. 634 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration. The Boundary Review Board deemed the annexation approved on January 20, 2005.

Adoption of an Ordinance annexing the property and establishing zoning is in order. The City Attorney has reviewed and approved the attached Ordinance for your consideration.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend that the Council approve the Ordinance as presented following the second reading.



Pierce County

Boundary Review Board

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7156 • FAX (253) 798-3680

January 20, 2005

RECEIVED
CITY OF GIG HARBOR
JAN 25 2005
COMMUNITY
DEVELOPMENT

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

RE: Proposed Annexation to City of Gig Harbor - North Donkey Creek (A-04-7)

Dear Mr. Vodopich:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on December 3, 2004, and the Board's jurisdiction has not been invoked.

Accordingly, as provided by RCW 36.93.100, the subject proposal is deemed approved by the Boundary Review Board.

The City of Gig Harbor needs to submit a certified copy of its final ordinance, a map, along with the attached legal description, formally extending its boundaries to accomplish completion of the proposal. The ordinance should come directly to the Boundary Review Board for distribution to all concerned County departments.

Sincerely,

Tomi Fairbanks
Chief Clerk
Boundary Review Board

F:\clerk\brb\annexations\A-04-7 45end.doc
Enclosures

cc: Julie Klontz, Public Works and Utilities
Philip C. Canter, 13915 52nd Ave NW, GH 98332
Todd G. Rosenbaum, 9620 Burnham Drive, GH 98335
Dell Stutz, 1912 Lybecker Dr NW, GH 98332



Printed on recycled paper

CITY OF GIG HARBOR
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 9.78 ACRES OF PROPERTY LOCATED WEST OF BURNHAM DRIVE, EAST OF THE EAST PROPERTY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINES, AND NORTH OF 96th STREET NORTHWEST, LOCATED IN PIERCE COUNTY (ANX 03-03), ADOPTING MEDIUM-DENSITY RESIDENTIAL (R-2) ZONING WITH THE MIXED USE DISTRICT OVERLAY (MUD) BEING APPLIED TO THOSE PROPERTIES LYING EAST OF DONKEY CREEK FOR THE ANNEXATION AREA, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.

WHEREAS, on June 5, 2003, the City of Gig Harbor received a Notice of Intent to Annex approximately 15.59 acres of property located west of Burnham Drive, east of the west boundary of the Tacoma-Lake Cushman power line, and north of 96th Street NW, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on July 28, 2003, the City Council met with the initiators of the petition voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Medium-Density Residential (R-2) zoning with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek; modification of the geographic boundaries of the area proposed for annexation thereby reducing the size of the annexation area to approximately 9.78 acres; and requiring that the property owners assume a proportionate share of the City's indebtedness; and

WHEREAS, on October 27, 2003, the City Council voted to accept the revised legal description and map of the area described and graphically depicted in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, on December 4, 2003, a petition for annexation of the property described and graphically depicted in Exhibit A was received by the City; and

WHEREAS, on January 7, 2004, the Pierce County Auditor noted that the signatures on the petition were valid however the addresses of the voters were not in the area to be annexed described and graphically depicted in Exhibit A; and

WHEREAS, on September 23, 2004, a revised petition for annexation of the property described and graphically depicted in Exhibit A was received by the City; and

WHEREAS, on October 25, 2004, the Pierce County Boundary Review Board approved the legal description and map and the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described and graphically depicted in Exhibit A; and

WHEREAS, the property described and graphically depicted in Exhibit A and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established the land use map designations for this area as Mixed Use, Preservation Area, and Residential Low, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Medium-Density Residential (R-2) with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek of the property described and graphically depicted in Exhibit A is consistent with the City of Gig Harbor Comprehensive Land Use Plan designations of Mixed Use, Preservation Area, and Residential Low; and

WHEREAS, on November 22, 2004, the City Council, following a public hearing on the annexation petition, the voted to City Council approve the annexation and the proposed pre-annexation Medium-Density Residential (R-2) zoning with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek for the area described and graphically depicted in Exhibit A, subject to Boundary Review Board approval (Resolution No. 634); and

WHEREAS, on November 24, 2004, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on December 3, 2004, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as December 3, 2004, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on January 18, 2005; and

WHEREAS, the property described and graphically depicted in Exhibit A and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, on January 20, 2005, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described and graphically depicted in Exhibit A; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's of February 14 and February 28, 2005; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately 9.78 acres of property located west of Burnham Drive, east of the east boundary of the Tacoma-Lake Cushman power line, and north of 96th Street NW Located in Pierce County, as described and graphically depicted in Exhibit A, contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness; and
- B. Imposition of Medium-Density Residential (R-2) zoning with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek as depicted in Exhibit A; and

Section 2. The Community Development Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established in Section 1 and depicted in Exhibit A.

Section 3. The Gig Harbor City Clerk hereby declares the property described and graphically depicted in Exhibit A to be contiguous with the boundaries of the City of Gig Harbor.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 28th day of February 2005.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

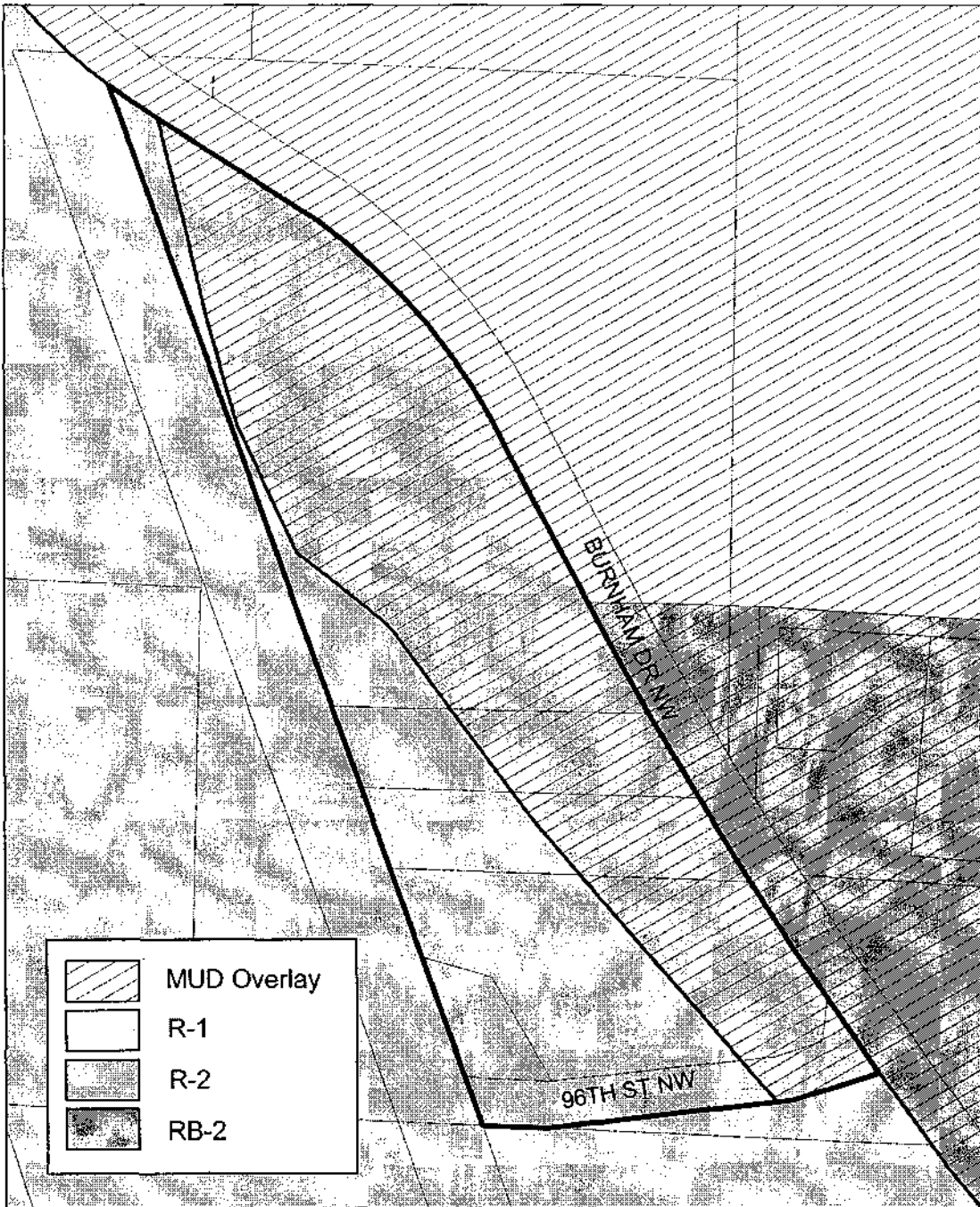
BY: _____

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

Exhibit A
NORTH DONKEY CREEK ANNEXATION (ANX 03-03)

LEGAL DESCRIPTION - NORTH DONKEY CREEK ANNEXATION AREA

That portion of the southwest quarter of Section 31, Township 22 North, Range 2 East, Willamette Meridian, lying north of the south right-of-way line of 96th Street, east of the east property line of the Tacoma-Lake Cushman Power Lines, and west of the west line of Burnham Drive.



North Donkey Creek Annexation ANX 03-03
Proposed Zoning

**SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington**

On February 28, 2005 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. , the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 9.78 ACRES OF PROPERTY LOCATED WEST OF BURNHAM DRIVE, EAST OF THE EAST PROPERTY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINES, AND NORTH OF 96th STREET NORTHWEST, LOCATED IN PIERCE COUNTY (ANX 03-03), ADOPTING MEDIUM-DENSITY RESIDENTIAL (R-2) ZONING WITH THE MIXED USE DISTRICT OVERLAY (MUD) BEING APPLIED TO THOSE PROPERTIES LYING EAST OF DONKEY CREEK FOR THE ANNEXATION AREA, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.

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

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

APPROVED by the City Council at their regular meeting of February 28, 2005.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PROPOSED ANNEXATION - McCORMICK RIDGE LLC (ANX 04-04)
DATE: FEBRUARY 14, 2005

INFORMATION/BACKGROUND

The City has received a complete Notice of Intention to Commence Annexation Proceedings from the McCormick Ridge LLC for a proposal to annex approximately eleven (11) acres of property located west of Canterwood Boulevard adjacent to the existing City limits and within the City's Urban Growth Area (UGA).

Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is Medium-Density Residential (R-2).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment. Pierce County has approved the legal description and map as presented.

Additionally, this request was distributed to the City Administrator, Chief of Police, Director of Operations, City Engineer, Building Official/Fire Marshal, Planning Manager, Finance Director, and Pierce County Fire District #5 for review and comment on January 20, 2005.

The Council is required to meet with the initiating parties to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

The Council set the date of February 14, 2005 for such a meeting on January 10, 2005. Notice of the February 14, 2005 meeting was sent to property owners of record within the area proposed for annexation as well as those within three hundred feet (300') on January 18, 2005.

If accepted, the process will then move forward with the circulation of a formal petition for annexation. The petition must be signed by either the owners of a majority of the acreage and a majority of the registered voters residing in the area considered for annexation, or by property owners of sixty percent (60%) of the assessed value of the area proposed for annexation.

POLICY CONSIDERATIONS

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and noted that the annexation will bring additional land under our review for future building permitting. This has the potential to increase workload for plan reviews, permitting and inspections. Fire flow in the area is unknown at this point. If the parcels in this annexation will be served by the City water system, adequate fire flow should be available upon completion of the Gig Harbor North water tank. Additional fire hydrants and main improvements will likely be required as part of development of the properties. Given these comments, the Building Official/Fire Marshal has no objection to this annexation.

The Director of Operations noted that the property is located within the Washington Water Company service area and that City sanitary sewer is available in the Canterwood Boulevard right-of-way.

The City of Gig Harbor Finance Director noted that there would be no significant financial impacts from this proposed annexation.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation.

RCW 36.93.180

Objectives of Boundary Review Board.

The decisions of the Boundary Review Board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

Comment: The proposed annexation area consists of undeveloped, vacant land.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways and land contours;

Comment: The proposed annexation area is bounded to the south by the existing City limits, Canterwood Boulevard to the east and Highway 16 to the west.

- (3) Creation and preservation of logical service areas;

Comment: The proposed annexation would not alter any service area boundaries.

(4) Prevention of abnormally irregular boundaries;

Comment: The proposed annexation would not create an abnormally irregular boundary.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

Comment: Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the City's Urban Growth Boundary.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Comment: The proposed annexation is of an unincorporated area with lot sizes ranging from 0.87 to 6.07 acres in size. The area consists of undeveloped, vacant land and is within the City's Urban Growth Boundary which is planned for urban levels of development.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Comment: The proposed annexation does not involve designated agricultural or rural lands.

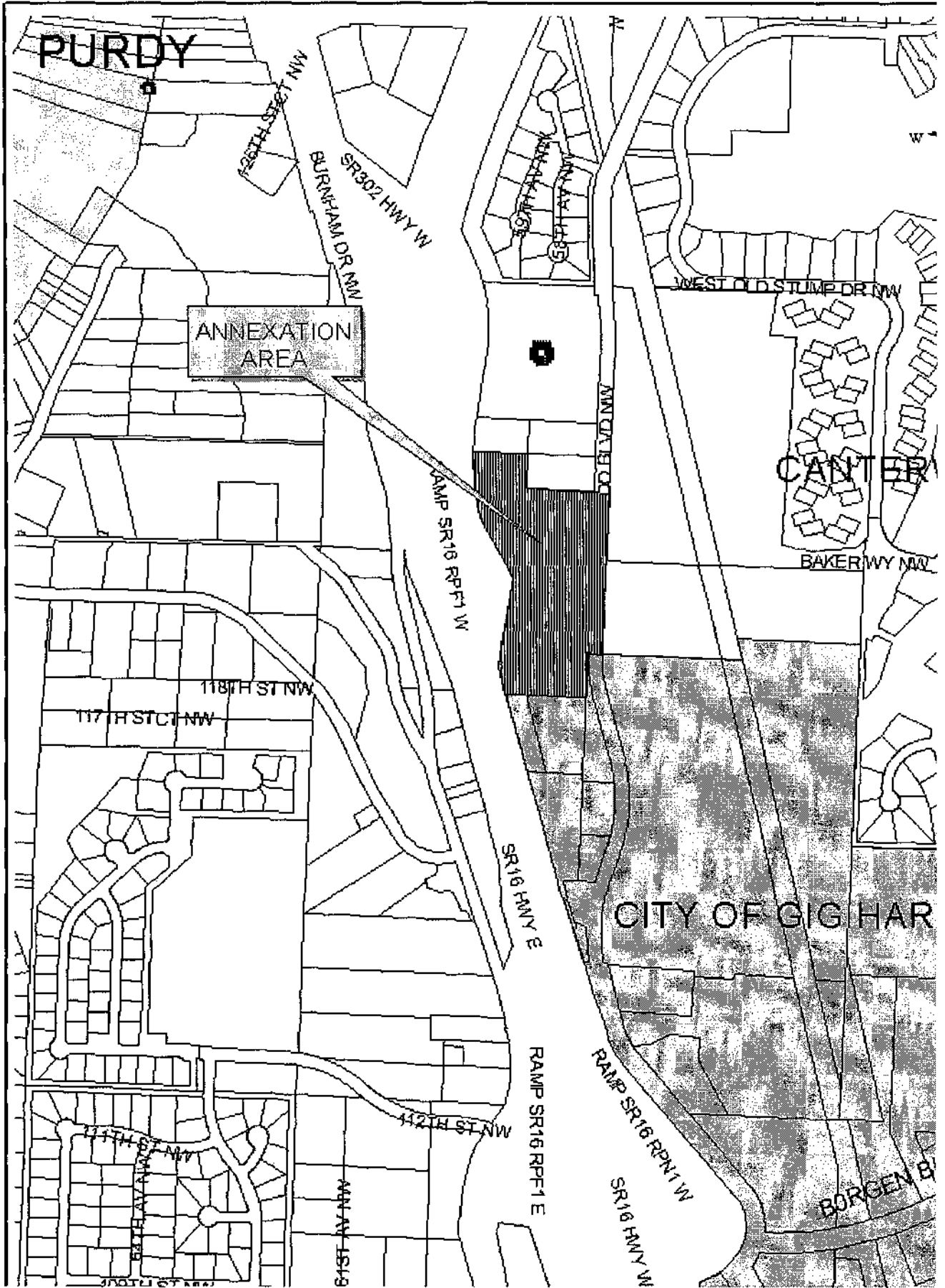
FISCAL CONSIDERATIONS

The Finance Director has noted that financial impacts from this proposed annexation would not be significant to the City.

RECOMMENDATION

I recommend that the Council accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed; and
2. The City will require the simultaneous adoption of Medium-Density Residential (R-2) for the proposed annexation area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686.



Mr. & Mrs. G. Ronald Manning
15225 Willow Road S.E.
Port Orchard, WA 98367

Feb. 7, 2005

Big Harbor City Council
Community Development Dept.
3510 Grandview Street
Big Harbor, WA 98335

RE: McCormick Ridge LLC
Annexation
ANX 04-04
Notice of Public Meeting

To Whom It May Concern:

As owners of parcels # R01-22-25-5-005 and R01-22-25-5-006, address 12115-59th Ave. N.W. and 12116-59th Ave. N.W., along Canterwood Blvd. N.W., we wish to request the annexation of these parcels to be included with the 11 acres adjacent for which annexation is being requested.

We are in favor of such annexation if it includes the aforementioned two parcels of land.

We will attend the meeting on Feb. 14, 2005. Thank you for your careful consideration. If you wish to contact us, please call 253-857-6900. Thank you.

Sincerely,

Ron and Lynette Manning

**NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS**

The Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

McCORMICK RIDGE LLC Annexation Legal Description ANX 04-04

That portion of the Northwest quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 25, Township 22 North, Range 01 East of the Willamette Meridian, in Pierce County, Washington.

Beginning at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 25, Township 22 North, Range 1 East of the Willamette Meridian, also said point being on the Westerly right of way line of Canterwood Boulevard N.W.;

Thence South along the East line of said Northwest quarter of the Southeast quarter to the Southeast corner of the North half of the Northwest quarter of the Southeast quarter;

Thence West to the Easterly right of way line of S.R. #16;

Thence Northwesterly along last said Easterly right of way line to the North line of the Northwest quarter of the Southeast quarter;

Thence continuing Northwesterly along last said Easterly right of way to the Southwest corner of the Short Plat recorded under A.F.N. 79-214, records of Pierce County, Washington;

Thence continuing Northwesterly along said Easterly right of way to the Northwest corner of said Short Plat;

Thence East along the North line of said Short Plat to the East line of Lot 4 of said Short Plat;

Thence South along said East line to the North line of Lot 3 of said Short Plat;

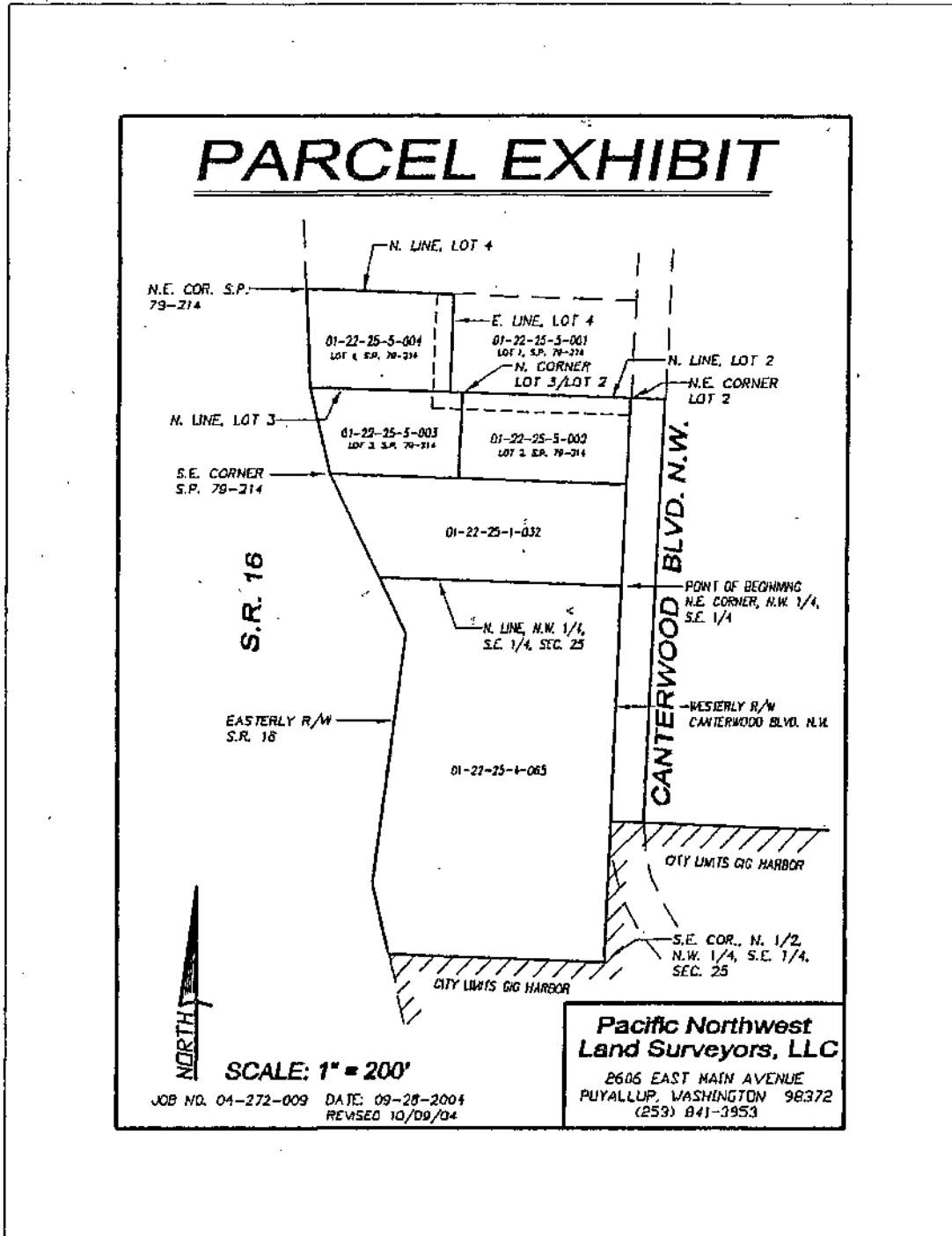
Thence East along last said North line to the North corner of Lot 3 and Lot 2 of said Short Plat;

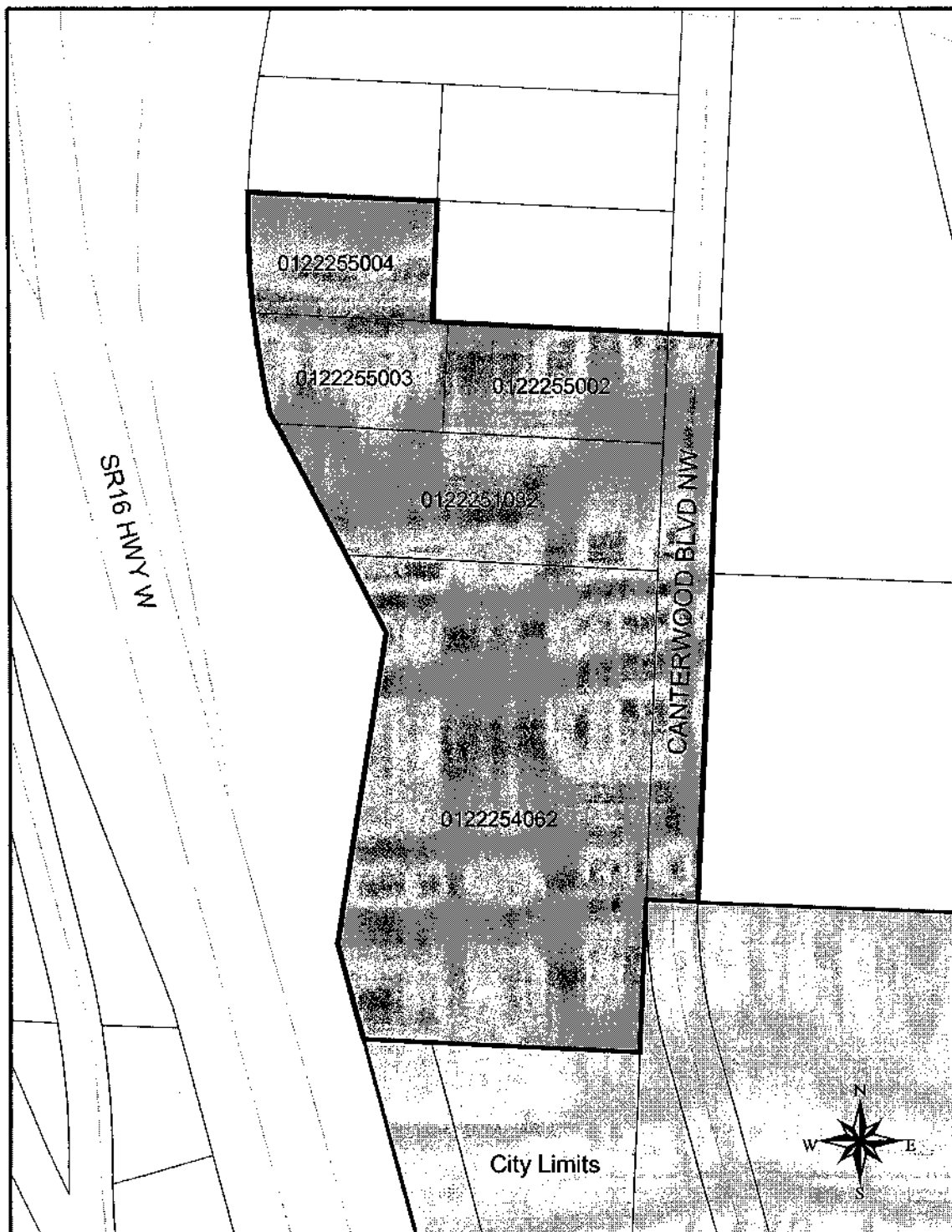
Thence along the North line of Lot 2 of said Short Plat to the Northeast corner of said Lot 2, also being on the Westerly right of way line of Canterwood Boulevard N.W.;

Thence South along said Westerly right of way line of Canterwood Boulevard N.W. to the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 25 and being the **Point of Beginning**.

Together with the right of way for Canterwood Boulevard N.W. abutting this annexation and lying North of the boundary of Gig Harbor as established by Ordinance 746, dated January 27, 1997.

Exhibit B
McCORMICK RIDGE LLC Annexation Map ANX 04-04





McCormick Ridge LLC Annexation
ANX 04-04



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE OSGUTHORPE, AICP *SO*
PLANNING MANAGER
SUBJECT: FIRST READING OF ORDINANCE MAKING ASSISTED AND
INDEPENDENT LIVING FACILITIES COUNT AS FRACTIONAL
DWELLING UNITS IN CALCULATING RESIDENTIAL DENSITY
DATE: FEBRUARY 14, 2005

INFORMATION/BACKGROUND

Applicant: Mountain West Senior Housing, LLC
245 Commercial Street SE, STE 200
Salem, OR 97301
(503) 588-3505

Agent: Carl Halsan
P.O. Box 1447
Gig Harbor, WA 98335
(253) 858-8820

Mountain West Senior Housing has submitted a text amendment that would make Assisted Living Facilities and Independent Living Facilities count as fractional dwelling units for purposes of calculating residential densities. Adoption of this proposal would allow greater numbers of Assisted and Independent Living Facility units under current density standards. This in turn would serve as an incentive for the development of more senior housing.

The proposed changes would read as follows:

17.04.320 Dwelling Unit

"Dwelling unit" is one or more rooms with at least one kitchen, that is designed as a unit for occupancy by not more than one family for sleeping and living purposes. Each unit at an Assisted Living Facility or Independent Living Facility shall count as one-third of a dwelling unit (.33) for purposes of calculating density."

To implement this change, the applicant is also proposing new definitions for both assisted living facilities and independent living facilities. The definitions would read as follows:

17.04.438 Living Facility, Assisted

"Assisted Living Facility" is a multi-unit establishment which provides living quarters and a variety of supportive personal care, limited health care, housekeeping, and transportation services to individuals who are unable to live independently due to infirmity of age or physical handicap, but who do not need the medically-oriented care of a skilled nursing facility. Individual dwelling units are of a barrier-free design with separate bathroom facilities and a mini-kitchen without range. Communal areas include a dining room in which three meals per day are served, social and activity areas, laundry facilities, and open space. Assisted living facilities are licensed under Chapter 388-110 of the Washington Administrative Code.

Section 17.04.439 Living Facility, Independent

"Independent Living Facility" is a multi-unit establishment which provides living quarters and a variety of social, housekeeping, and transportation services to senior citizens who choose to live in a congregate setting. Individual dwelling units are of a barrier-free design with separate bathroom facilities and may contain a full kitchen, partial kitchen, or no kitchen. Communal areas include a dining room in which at least one meal per day is served, social and activity areas, laundry facilities, and open space.

The above definitions would replace any and all references in the code to "retirement facilities", "retirement homes", and "senior citizen housing".

The Planning Commission held a public hearing on the proposed amendments on January 20, 2005. The Commission then voted unanimously to forward a recommendation to the City Council to approve of the proposed amendments. There were some minor corrections to the ordinance made at the planning commission level that will require another public hearing. A hearing is therefore scheduled before the City Council on February 28, 2005.

POLICY CONSIDERATIONS

Comprehensive Plan:

The Land Use Element of the Comprehensive Plan includes a policy under generalized land use categories on page 8 addressing residential densities as follows:

a. Residential

Provides primarily for residential uses and facilities that would ordinarily be associated with closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 3.0 – 4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0 – 12.0 dwelling units per acre).

Goal #12 on page 11 of the Land Use Element addresses the issue of housing choice as follows:

12. Housing Choice

Expand residential districts and code definitions to allow a broad choice of housing types, locations, and tenures.

Goal #1 on page 46 of the Housing Element directs the City to specifically accommodate group housing. This goal is specified as follows:

1. Accommodate Group Housing. Develop standards for **senior citizen** and group housing arrangements as permitted uses in designated zones.

. . .

- (b) Redefine density standards to allow for higher numbers of single-room occupancy units (SRO's) and increased numbers of beds in **senior or group housing complexes**.

Gig Harbor Municipal Code:

Section 17.04.320 of the GHMC provides the official definition of a "dwelling unit," which is as follows:

17.04.320 Dwelling unit.

"Dwelling unit" is one or more rooms with at least one kitchen, that is designed as a unit for occupancy by not more than one family for sleeping and living purposes. (Ord. 573 § 2, 1990).

Sections 17.04.290, 17.04.300, and 17.04.310 further specify the types of dwelling units permitted in the City. None of these sections differentiate Assisted Living Facilities or Independent Living Facilities from other types of dwelling units.

The following similar types of uses are permitted or conditionally permitted in the specified districts:

R-3 District. Nursing or retirement facilities – Permitted Use (Section 17.24.020(C)).

RB-1 District. Nursing homes and retirement facilities – Conditional Use (Section 17.28.030(A)).

RB-2 District. Nursing homes and retirement facilities – Conditional Use (Section 17.30.030(B)).

DB District. Retirement homes – Conditional Use (Section 17.31.030(B)).

PCD-C District. Nursing and convalescent homes; Retirement complexes – Permitted Use (Section 17.41.010(E)).

ED District. Senior citizen housing – Conditional Use (Section 17.45.030(B)).

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on this proposal on July 26, 2004.

RECOMMENDATION

The proposed changes would encourage the development of more senior housing - a need that may not be fully met under current regulations. The staff believes that the proposed changes would provide more housing choices, and would therefore assist in implementing the goals, objectives, and policies of the Comprehensive Plan. The staff expects to recommend approval of the proposal at the second reading and after the public hearing, which is scheduled for February 28, 2005.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AND THE METHOD FOR DETERMINING THE NUMBER OF DWELLING UNITS PER ACRE, AMENDING SECTION 17.04.320 OF THE MUNICIPAL CODE TO COUNT ASSISTED AND INDEPENDENT LIVING FACILITIES AS FRACTIONAL DWELLING UNITS; ADDING TWO NEW SECTIONS TO DEFINE ASSISTED AND INDEPENDENT LIVING FACILITIES, AND AMENDING THE FOLLOWING SECTIONS OF THE GIG HARBOR MUNICIPAL CODE TO INCORPORATE ASSISTED AND INDEPENDENT LIVING FACILITIES INTO THE LISTS OF PERMITTED OR CONDITIONALLY PERMITTED USES: 17.20.030, 17.24.020, 17.28.030, 17.30.030, 17.31.030, 17.40.040, 17.41.020, 17.45.030, 17.91.020.

WHEREAS, the City of Gig Harbor, through the Zoning Code, has established maximum residential densities in all residential districts in the City; and

WHEREAS, residential density limits in Gig Harbor City are applicable to all types of dwelling units; and

WHEREAS, senior housing facilities are typically designed with smaller individual units at a higher density than typical single-family and multifamily housing for purposes of facilitating congregate living arrangements; and

WHEREAS, the Housing Element of the City's Comprehensive Plan has the stated goal to "Preserve Gig Harbor as a place to live for people of all occupations, incomes and abilities", and the stated objective to, "Redefine density standards to allow for higher numbers of single room occupancy units (SRO's) and increased numbers of beds in senior or group housing complexes"; and

WHEREAS, current density limitations limit or preclude the possibility of providing affordable congregate-type housing for senior citizens; and

WHEREAS, a proposed text amendment has been submitted by Mountain West Senior Housing that would make Assisted Living Facilities and Independent Living Facilities in Gig Harbor City count as fractional dwelling units; and

WHEREAS, the proposed text amendment would facilitate the development of more housing choices; 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 July 26, 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 July 26, 2004, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on January 20, 2005 and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____, 2005 and held a public hearing on _____ 2005; Now, Therefore,

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

Section 1. Section 17.04.320 of the Gig Harbor Municipal Code is hereby amended as follows:

SECTION 17.04.320 DWELLING UNIT

"Dwelling unit" is one or more rooms with at least one kitchen, that is designed as a unit for occupancy by not more than one family for sleeping and living purposes. Each unit at an Assisted Living Facility or Independent Living Facility shall count as one-third of a dwelling unit (.33) for purposes of calculating density.

Section 2. A new Section 17.04.438 is hereby added to the Gig Harbor Municipal Code, to read as follows:

SECTION 17.04.438 LIVING FACILITY, ASSISTED

"Assisted Living Facility" is a multi-unit establishment which provides living quarters and a variety of supportive personal care, limited health care, housekeeping, and transportation services to individuals who are unable to live independently due to infirmity of age or physical handicap, but who do not need the medically-oriented care of a skilled nursing facility. Individual dwelling units are of a barrier-free design with separate

bathroom facilities and a mini-kitchen without range. Communal areas include a dining room in which three meals per day are served, social and activity areas, laundry facilities, and open space. Assisted living facilities are licensed under Chapter 388-110 of the Washington Administrative Code.

Section 3. A new Section 17.04.439 is hereby added to the Gig Harbor Municipal Code, to read as follows:

SECTION 17.04.439 LIVING FACILITY, INDEPENDENT

“Independent Living Facility” is a multi-unit establishment which provides living quarters and a variety of social, housekeeping, and transportation services to senior citizens who choose to live in a congregate setting. Individual dwelling units are of a barrier-free design with separate bathroom facilities and may contain a full kitchen, partial kitchen, or no kitchen. Communal areas include a dining room in which at least one meal per day is served, social and activity areas, laundry facilities, and open space.

Section 4. Section 17.20.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.20.30 Conditional Uses.

Subject to the requirements of Chapter 17.64 GHMC and the standards and procedures for conditional uses as set forth in this title, the following uses may be permitted in an R-2 district:

. . .

E. ~~Nursing and retirement homes~~ Assisted living facilities and independent living facilities;

Section 5. Section 17.24.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.24.020 Permitted principal uses and structures. The following principal uses and structures are permitted in an R-3 district:

. . .

C. ~~Nursing and retirement homes~~ Assisted living facilities and independent living facilities subject to the basic density requirements of the district;

. . .

Section 6. Section 17.28.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.28.030 Conditional uses. Subject to the requirements of Chapter 17.64 GHMC and the standards and procedures for conditional uses as set forth in this title, the following uses may be permitted in an RB-1 district:

- A. ~~Nursing homes and retirement~~ Assisted living facilities and independent living facilities;

. . .

Section 7. Section 17.30.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.30.030 Conditional uses. Subject to the procedures and other provisions for conditional uses as set forth under this title, the following uses may be permitted in an RB-2 district:

. . .

- B. ~~Nursing homes and retirement centers~~ Assisted living facilities and independent living facilities;

. . .

Section 8. Section 17.31.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.31.030 Conditional uses. Subject to the requirements of Chapter 17.64 GHMC and standards and procedures for conditional uses set forth in this title, the following uses may be allowed:

. . .

- B. ~~Retirement homes~~ Assisted living facilities and independent living facilities;

. . .

Section 9. Section 17.40.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.040 Conditional uses. Subject to the requirements of Chapter 17.64 GHMC and the standards and procedures for conditional uses as set forth in this title, the following uses may be permitted in a C-1 district:

- A. Hospitals, clinics and establishments for people convalescing from illness or operation;
- B. ~~Homes for the aged~~ Assisted living facilities and independent living facilities;

....

Section 10. Section 17.41.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.41.020 Permitted uses. The following are permitted uses in the planned community development commercial district:

....

- E. ~~Retirement complexes~~ Assisted living facilities and independent living facilities;

....

Section 11. Section 17.45.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.45.030 Conditional uses. Subject to the requirements, standards and procedures for conditional uses set forth in Chapter 17.64 GHMC, the following uses may be permitted in an employment district:

....

- B. ~~Senior citizen housing~~ Assisted living facilities and independent living facilities;

....

Section 12. Section 17.91.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.91.020 Permitted uses.

The following uses are permitted uses in the mixed use zone:

- A. Residential dwellings, attached/detached.
- B. ~~Retirement communities/complexes~~ Assisted living facilities and independent living facilities;

Section 13. 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 14. 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

**SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington**

On _____, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AND THE METHOD FOR DETERMINING THE NUMBER OF DWELLING UNITS PER ACRE, AMENDING SECTION 17.04.320 OF THE MUNICIPAL CODE TO COUNT ASSISTED AND INDEPENDENT LIVING FACILITIES AS FRACTIONAL DWELLING UNITS; ADDING TWO NEW SECTIONS TO DEFINE ASSISTED AND INDEPENDENT LIVING FACILITIES, AND AMENDING THE FOLLOWING SECTIONS OF THE GIG HARBOR MUNICIPAL CODE TO INCORPORATE ASSISTED AND INDEPENDENT LIVING FACILITIES INTO THE LISTS OF PERMITTED OR CONDITIONALLY PERMITTED USES: 17.20.030, 17.24.020, 17.28.030, 17.30.030, 17.31.030, 17.40.040, 17.41.020, 17.45.030, 17.91.020.

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

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

APPROVED by the City Council at their regular meeting of _____, 2005.

MOLLY TOWSLEE, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STAFF REPORT - 2005 COMPREHENSIVE PLAN AMENDMENTS
DATE: FEBRUARY 14, 2005

BACKGROUND

Resolution No. 631, in part, established a timeframe and work program for the consideration of four individual requested amendments to the City's Comprehensive Plan in 2005. The Resolution limited the 2005 amendment process to the following four applications and specified that these would be processed during the first quarter of 2005:

- **COMP 04-01 (Huber/Halsan)**
Proposed land use map amendment to redesignate approximately 20 acres of land in the Gig Harbor North Planned Community Development district from residential low to residential medium.
- **COMP 04-03 (City Staff)**
Proposed map and text amendment to add a new land use designation - Master Planned Community (MPC) for the Canterwood planned residential community consistent with Pierce County Gig Harbor Peninsula Community Plan.
- **COMP 04-04 (Franciscan/Hammes Company)**
Proposed map and text amendment to redesignate approximately 18.3 acres of land in the Gig Harbor North Planned Community Development district from PCD-RMD (residential medium) to PCD-BP (Business Park).
- **Waste Water Comprehensive Plan Amendment (Tailman/Halsan)**
An amendment to the current Wastewater Comprehensive Plan at the request of the property owner to provide sewer service for a proposed single family development (parcel numbers 0221172115 and 0221172076) by revising the ULID #2 Basin line to include these properties.

The amendment application related to the development of the proposed hospital in the Gig Harbor North area was revised by the proponents on January 28, 2005. The initial application was scaled back from the original proposal anticipated in Resolution No. 631 to just a map reconfiguration due to time concerns, but has since been revised to the full map change as initially proposed. At this time it is not clear as to how this will effect the processing (SEPA, State notification, etc.) of these applications. However, it is apparent that the 2005 Comprehensive Plan amendment process will not be completed by the end of the first quarter as anticipated by Resolution No. 631.

GIG HARBOR
POLICE DEPARTMENT
101 MARINE CITY

POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR JANUARY 2005
DATE: FEBRUARY 14, 2005

DEPARTMENTAL ACTIVITIES

Activity statistics for the month of January 2005, when compared to January 2004 show decreases in calls for service from 401 in January 2004 to 341 in January 2005. In further comparisons between January 2004 and January 2005 we saw a decrease in traffic accidents of 54% (2004/20, 2005/13) and an 83% increase in warrant arrests (2004/2, 2005/12). We have seen a drastic reduction in the number of vehicle prowls this month after the arrest of two suspects.

The Marine Services Unit (MSU) is currently inactive and the boat is out of the water.

The Reserve Unit supplied 100 hours of volunteer time assisting our officers in January. We have two lateral reserves who are currently preparing to join our department; one is currently a corrections officer in Kitsap County and the other is a lateral reserve from Mount Lake Terrace PD who is just finishing up with the background investigation. We recently completed oral boards for entry level reserves and two of the applicants were recommended to continue with the background investigation.

Some of the more interesting calls during the month of January 2005 included:

- On the 5th, officers were summoned to the waterfront area after a witness observed a suspect take items from a boat moored at the Ancich Dock. The witness followed the suspect until officers arrived and took the suspect into custody for vehicle prowling, criminal trespass and three warrants out of Pierce County District Court.
- On the 12th, we had a report from a guest at a local hotel of an indecent exposure by a white male standing outside her window. The offense occurred in the morning around 7:00 am. The incident and suspect appear to be similar to several reported incidents approximately a year ago in the same area. **UPDATE:** Sgt. Matt Dougil made an arrest of a suspect on February 8th who we feel is responsible for all five of these reported incidents the past year. Sgt. Dougil caught the subject outside the same hotel where the other incidents occurred while conducting an early morning patrol check of the area. This subject was booked for five counts of voyeurism which is a Class C Felony.

- An armed robbery occurred at a local store on the 10th of January. Two white male subjects wearing ski masks reportedly entered the business establishment and demanded money. When the clerk refused to turn over the money, one of the suspects pulled out a large hunting knife. Officers were unable to locate the suspects.
- An in-progress vehicle prowling was observed by a witness in the parking lot of a local department store. The witness provided the vehicle license of the vehicle the suspect drove off in and the suspect was subsequently tracked to a restaurant in Fife where he worked as a cook. Fife PD eventually arrested the suspect and turned him over to GHPD.
- On the 10th, around 0436 hours, Officer Welch arrested a suspect in a string of vehicle prowls. The suspect was contacted while parked on a secluded access road near Briarwood Lane with his vehicle filled with stolen property. It was learned later that the subject was out on a \$45,000 bail bond for first degree burglary.
- A local cocktail lounge was the scene of two assaults on the 15th. The first involved a subject that punched the bouncer. He was arrested and later walked back to his vehicle which was parked outside the bar. He attempted to leave and was arrested for DUI. The second assault involved a different suspect that shoved his wife into a planter outside the bar after he saw her kiss another guy.
- We had several related car prowls during the evening of January 20th at the Eagles Club and the Hy lu Hee Hee Tavern. Three occurred at the Eagles Club and one occurred at the tavern. Entry into the vehicles was accomplished by smashing a window. A suspicious subject was seen in area by several witnesses.
- On the 28th, one "Bandido" and two "Destralos" motorcycle gang members were stopped and detained by GHPD officers at the McDonald's parking lot. The bikers were flying colors and on their motorcycles. Two of the subjects were armed, with concealed pistol licenses. They were in town to serve a Temporary Protection Order on another male subject.
- A student at Harbor Ridge Middle School attempted to poison his teacher by putting chemicals in her bottled water. Another student, who overheard other kids talking about it on the bus, contacted the school and reported the incident. GHPD investigated and the suspect was arrested.

TRAVEL/TRAINING

Officer Dan Welch conducted a firearms training aimed at validating a new qualification course designed to improve handgun proficiency. Feedback on the training was very positive, indicating that even though it was more difficult, the training was more realistic and proved very beneficial in improving range scores.

Sergeant Matt Dougil attended Firearms Instructor re-certification training in Everett on the 26th and 27th.

Last year our department transitioned to the Glock .40 caliber handgun. This month the last group of five officers received transition training and completed their yearly qualification on the new handguns. Congratulations to Sergeant Scott Emmett who was the top shooter at 40 yards.

The Gig Harbor Criminal Justice Summit was held on January 26, 27 and 28. It was a very successful training and a great opportunity to explore new ways all stakeholders in the criminal justice system can work together.

SPECIAL PROJECTS

We are currently working on purchasing a police motorcycle to be used for traffic enforcement. A grant is available from the Washington State Traffic Safety Commission (WSTSC). They will cover most of the costs involved in initiating the program. Our obligation will be to focus a portion of our enforcement activities on school speed zones. Harley Davidson has a special police leasing program where you lease the motorcycle for two years at a nominal cost, at which time you are permitted to purchase the bike for \$1.00.

Officer Kelly Busey is assisting the Washington State Criminal Justice Training Commission on February 8th with a curriculum review of several core subjects taught during the basic law enforcement academy. The goal is to ensure that all revisions made to the curriculum include current and best practices.

PUBLIC CONCERNS

A new store located in the 5500 block of Olympic Drive is now selling drug paraphernalia. Officer Garcia contacted an employee of the store after he observed the individual swinging what appeared to be numchucks inside the store. Officer Garcia observed a large display of glass bongs, glass pipes and rolling papers being sold inside the store. Officer Busey stopped by the store later and learned the owner does not have a business license. When asked about the glass bongs, the proprietor stated that they were "tobacco pipes." We will be monitoring the status of the business license and the types of items sold in the store.

It appears that we have a large boat moored at the city dock illegally. We are attempting to contact the owner. The boat is not functioning at this point and it is taking on water. The fire department has pumped the boat out several times. If we don't locate the owner soon, it will have to be seized and taken out of the water. **UPDATE:** The boat did sink and we were required to hire a salvage company to raise the boat so it could be transported to a dry storage area. We will be going through the legal process to seize the boat and more than likely have to pay to have it destroyed. This is the second boat in the last six months that has been abandoned on our city dock. Next year we will be submitting a budget to fund the disposal of derelict boats at the city dock.

A wet t-shirt contest scheduled to be held at a local night club was eventually cancelled by the owner of the business. The first contest was held in December without the appropriate license and subsequently had to be shut down due to overcrowding and an unruly crowd. We are working with the Liquor Control Board in monitoring this sort of activity. We are also starting to track activity at local cocktail lounges and taverns to insure issues of over service are brought to the attention of the Liquor Control Board.

FIELD CONTACTS

The young boy who was responsible for alerting the Harbor Ridge Middle School to an attempted poisoning of a teacher was recognized at an informal ceremony at the police department. The young boy's family and several teachers from the school district witnessed the presentation of a certificate of appreciation for his courage in coming forward. We provided the young boy with a tour of the department and took his picture with Officer Fred Douglas who investigated the case.

Community Service Officer Mock has been very busy with projects and community contacts:

- Met with the Pierce County Sheriff's Department (PCSD) Crime Analysis Unit
- Conducted her first crime prevention presentation in the Shirley neighborhood
- Attended the PC-Net meeting in the Briarwood neighborhood
- Attended the Promise to Youth luncheon
- Attended a Internet Safety meeting at PCSD
- Attended the Pierce County Crime Stoppers meeting
- Met with the Gig Harbor Safety Commission, which is a group of Real Estate agents. They are interested in meeting once a month to cover safety issues.
- Working on a proposal to re-evaluate our court room security
- Working with Pierce County Fire to start a life jacket loaner program
- Provided several tours of the police station
- Working with Olson Chevrolet on a Child ID program

Detective Entze met with two classes at Gig Harbor High School and talked about the radar and the physics involved in its operation.

Chief Davis made the following community contacts:

- Met with Doug Tenzler from the Sportsman Shooting Club to discuss mutual use of the shooting range
- On the 6th met with Lt. Larry Bauer, who is the new commander of the PCSD peninsula detachment
- Attended the Chamber Legislative Reception at the Civic Center
- Met with Roger Heine from the Washington State Criminal Justice Training Commission to discuss meth grants
- Met with attorney Clifford Peterson to discuss the formation of a 501-C3 foundation to be used to assist students interested in pursuing a college education in criminal justice
- Attended the Pierce County Department of Emergency Management tabletop exercise in Tacoma. We addressed our coordinated response in the event of a terrorist incident
- Attended the Pierce County DUI Task Force Meeting in Tacoma on the 19th
- Attended the Pierce County Police Chief's Association meeting on the 20th

OTHER COMMENTS

All positions are currently fully staffed within the police department

GIG HARBOR POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

January 2005

	<u>Jan</u> <u>2005</u>	<u>Jan</u> <u>2004</u>	<u>% chg</u>	<u>YTD</u> <u>2005</u>	<u>YTD</u> <u>2004</u>	<u>% chg</u>
CALLS FOR SERVICE	341	401	18%	341	401	-18%
CRIMINAL TRAFFIC	8	7	-13%	8	7	13%
TRAFFIC INFRACTIONS	63	63	0%	63	63	0%
DUI ARRESTS	4	4	0%	4	4	0%
FELONY ARRESTS	10	22	120%	10	22	-120%
MISDEMEANOR ARRESTS	26	34	31%	26	34	-31%
WARRANT ARRESTS	12	2	-83%	12	2	83%
CASE REPORTS	131	116	-11%	131	116	11%
REPORTABLE VEHICLE ACCIDENTS	13	20	54%	13	20	-54%
SECONDARY OFFICER ASSISTS	73	44	-40%	73	44	40%
ON-VIEW	5	0	-100%	5	0	100%