

# **Gig Harbor City Council Meeting**

**April 11, 2005  
7:00 p.m.**



**"THE MARITIME CITY"**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
April 11, 2005 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**PUBLIC HEARING:**

1. Regulating Landscaping and Building Sizes in Select Districts in the Height Restriction Area Prior to Lifting the Building Size Moratorium (continuation).
2. Prentice Avenue Street Vacation Request - Savlov.

**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 March 28, 2005.
2. Correspondence / Proclamations: a) Pierce County Heritage Month. b) Earth Week / Arbor Day.
3. Resolution In Support of Improving Water Resource Management.
4. Resolution No. 644 – Prentice Avenue Street Vacation Request – Boyd.
5. Resolution No. 645 – Declaring Support of Ft. Lewis and McChord AFB.
6. Appointments to Gig Harbor Arts Commission.
7. Elimination of the Washington Water Intertie at Prentice Avenue and Fennimore Street Intersection – Material Purchase Authorization.
8. Stinson Avenue Pedestrian Improvements Phase II – Contract Authorization.
9. Pavement Markings – Contract Authorization.
10. Skansie Brothers Residence Inventory of Contents - Consultant Services Contract.
11. Skansie Brothers Park Aquatic Lease Survey – Consultant Services Contract.
12. Liquor License Renewals: Albertsons; Anthony's of Gig Harbor; Tanglewood Grill; Bistro Satsuma.
13. Special Occasion Liquor License: Prison Pet Partnership Program.
14. Approval of Payment of Bills for April 11, 2005:  
Checks #46755 through #46891 in the amount of \$426,078.73.
15. Approval of Payroll for the month of March:  
Checks #3677 through #3724 in the amount of \$243,119.11.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Regulating Landscaping and Building Sizes in Select Districts in the Height Restriction Area Prior to Lifting the Building Size Moratorium.
2. Second Reading of Ordinance – Amending the City's Procedures for Charging Private Applicants for the Costs Associated with EIS Preparation.
3. Second Reading of Ordinance – Amending the Public Works Standards for Private Streets.

**NEW BUSINESS:**

1. Consideration of Ordinance – Terminating the Building Size Moratorium.
2. First Reading of Ordinance – Prentice Avenue Street Vacation Request – Savlov.
3. Resolution No. 646 – Establishing a Work Program for Processing Individual Comprehensive Plan Amendments in 2005.

**STAFF REPORT:**

1. Community Development – Washington Survey and Rating Bureau Grading.
2. Community Development – Charrette Process.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation per RCW 42.30.100(1)(i).

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF MARCH 28, 2005

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

**CALL TO ORDER:** 7:05 p.m.

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC HEARINGS:**

Regulating Landscaping and Building Sizes in Select Districts in the Height Restriction Area Prior to Lifting the Building Size Moratorium. Mayor Wilbert opened the public hearing at 7:07 p.m.

Steve Osguthorpe, Planning Manager, explained that the ordinance had been corrected as the Waterfront District section was not included. He said that because of the change, the public hearing will be continued until the next meeting along with the second reading of the ordinance. He then presented the background information on the ordinance, giving an overview of the building size limitations proposed by the Planning Commission and Joint Committee. He also gave an overview of the proposed changes to the landscape section of the code. He explained that he had included more detailed findings based on the discussions between the Joint Committee and Planning Commission. He asked Council to review these findings for concurrence so that they become part of the record.

David Freeman, Snodgrass Freeman Associates, 3019 Judson Street, Ste. D. Mr. Freeman voiced concern with the proposed amendment to the existing definitions and proposed ordinance. He said that there is emphasis on the need to either cover or remove parking from the downtown area or to provide ways to conceal parking, but a key design element is missing in the new ordinance to address a parking garage. He suggested amending the definition in 17.31.075 to read "that a parking garage means a building or portions of a building in which motor vehicles are parked. This structure may be wholly or partially underground or incorporated into the structure of a building." He then offered an amendment to section 17.31.075 of the proposed new building size ordinance to include "The square footage of a parking garage used for the sole purpose of providing required parking in the development of a new or existing building will not be included in the calculation of the proposed size of the new building." He also suggested adding language that reads "There would not be a maximum size limitation to a parking garage." Mr. Freeman then suggested a 20% increase to the maximum square footage be allowed provided that up to 50% of a building's required parking stalls are located within a parking garage. He said that several sites would benefit from not having a parking garage square footage included in the calculation of building size.

Carol Ann Johnson - 4318 35<sup>th</sup> Ave NW. Ms. Johnson said that there was much discussion during the joint meetings concerning implementation of these ordinances, and that many comments have been heard about the need to have the Design Review

Board review projects early in the process. She said that the DRB could offer consideration needed for decisions based on the pattern of development if the Board and their procedures are expanded. She asked Council to consider that many members of the Planning Commission feel that the View Corridor Building Size Ordinance and Historic Preservation Ordinance would be best implemented with additional, expert membership on the DRB and four-year staggered terms for the members to allow for consistency. She added that the procedures should be expanded to include additional flexibility in the review process. She said that public comments support an enhanced DRB approach and urged Council to make the necessary tools available to facilitate the development of Gig Harbor. She continued to say that she supports the decisions represented in the ordinance, but it drops the ball if more power isn't given to the DRB.

Councilmember Picinich said that the Board will be expanded to seven members with four-year terms. Councilmember Young added that a proposal will be coming shortly that will allow a pre-application meeting that would include the DRB. Councilmember Ruffo said that this addresses many issues regarding the character and vision of Gig Harbor. He said that you have to give these boards latitude to make decisions based upon historical character and vision.

Chuck Hunter – 8829 Franklin Avenue. Mr. Hunter gave an overview of a letter he distributed. He said that this ordinance does not include the R-1, R-2, R-3 or RB-2 zones located in the Waterfront View Corridor; none of which have building size limits at the present time. He said that it doesn't make sense to leave half the view basin out. He said that he thinks that the Harbor is characterized by small-scaled buildings. Even though it has been argued that you can have a well-designed large building, it still does not match the city's character. He used the Russell Building as an example of not only a well-designed building, but a work of art that some people dislike because of the scale. He proposed allowing existing buildings to re-build or re-model in their current footprint. He said that the addition of the residential zones could be a springboard for the upcoming charrettes. Mr. Hunter then recommended that the criteria for the charrette process be reviewed and worked on by a joint panel of the DRB and Planning Commission. He suggested that if a facilitator is chosen, he or she should be someone that knows Gig Harbor as there are many talented people here. He then addressed allowing the DRB the flexibility to review a project and make suggestions to modify the criteria that they are not currently allowed to do. He asked that Council allow a building size large enough to place the Shenandoah in the C-1 zone.

Linda Gair – 9301 No. Harborview Drive. Ms. Gair said that as a member of the DRB she attended the joint sessions. She thanked Council for responding to public concern by proposing these "daring" amendments. She agreed with Mr. Hunter's comments, then said that she is pleased to see the text addressing vegetation in the view basin returned to the ordinance. She said that citizens have asked the city to be involved in the regulation of vegetation. Property owners are taxed on view property, and that in itself implies regulation. She commented on the need to include the entire view basin in the discussion including residential size limits. She said that two adjoining lots would easily accommodate monster homes that block views and change the character of the

Harbor. She then addressed the comments about parking garages. She said that parking in the Harbor is a real problem and so underground parking garages should not be included in the calculation for building size.

Doug Sorensen – 9409 Harborview Drive. Mr. Sorensen asked for clarification on single family lot size area on page 9 of the ordinance. Steve Osguthorpe explained that there is no proposed change to lot size in this ordinance, as it has occurred under a separate ordinance. Mr. Sorensen then asked about non-conforming lots and whether this would take precedence in the historical overlay in regards to setbacks. Mr. Osguthorpe explained that all the proposed changes pertaining to setbacks were eliminated from the Planning Commission and the Joint Committee recommendation. There are no proposed changes to setbacks in this ordinance. This ordinance puts a limit on the footprint and / or the total building size allowed in given districts, and also restricts landscaping within the existing, defined side-yard setbacks.

Mr. Sorensen then asked how you would identify old growth from that planted after the ordinance goes into effect, and how would it be regulated. Mr. Osguthorpe said that the ordinance would apply to anything planted after the effective date. One advantage in defining the Waterfront View Corridor is that it is an area geographically contained and it would be easy to inventory existing vegetation. This could be done by video camera or other means. Mr. Sorensen then asked to consider how this would be regulated.

Mr. Sorensen then said that the ability to rebuild a non-conforming structure penalizes new construction. Councilmember Conan pointed out that that was a recommendation from the Joint Committee but it is not part of the draft ordinance. Mr. Sorensen commended the Joint Committee for an excellent job of eliminating much of the nonsense in the original proposal.

David Boe – 705 Pacific Avenue, Tacoma. Mr. Boe commended the joint session of the DRB and Planning Commission. He said that they made great improvements on the ordinance to make it applicable to the affected zones. He said that he is not a fan of building size limitations, as size is not the key issue. He passed out a letter that he previously submitted in June, 2002, adding that all the issues are still applicable. He commented that all the affected properties are in the Shoreline Master Program, so any commercial development has to comply with one of the three SMP requirements: provide a public view corridor with a minimum of 20' or 20% of frontage; provide a six-foot public pathway around the perimeter; or provide a public viewing platform. None of which have anything to do with building size. Mr. Boe said that he understands the concern about trees, but stressed that you also do not want to denude the Harbor. He stressed that the charrette process is fast-moving and sometimes has unexpected results. He asked Council to determine whether they are anti-commercial development along the waterfront, because the requirements in this ordinance will deter commercial development. He said that if Council is pro-quality commercial development, then a creative, quality process needs to be developed to bring the project to the community in the early stages to determine available options.

There were no further comments, and the public hearing closed at 7:55 p.m.

### **CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of March 14, 2005.
2. Correspondence / Proclamations: a) Records Management Month.
3. Public Relations Consultant Contract.
4. Resolution No. 643 - Ratification of Purchase and Sale Agreement for the Eddon Boatyard property.
5. Wastewater Comprehensive Plan Population Update – Consultant Services Contract.
6. Pump Station 2A Project – Consultant Services Contract.
7. Approval of Payment of Bills for March 28, 2005:  
Checks #46630 through #46754 in the amount of \$3,903,390.77.

**MOTION:** Move to approve the Consent Agenda as presented.  
Picinich / Ruffo – unanimously approved.

### **OLD BUSINESS:**

1. Second Reading of Ordinance – Adopting a Historic Preservation Ordinance. Steve Osguthorpe recommended an amendment to eliminate the word “district” in several places in the ordinance at the recommendation of Councilmember Franich.

Councilmember Franich asked for clarification on the transfer of development rights. Mr. Osguthorpe said that this section of the ordinance would provide for certain incentives that may be adopted at a later date. Mr. Franich said that he would like to see this stricken until it needs to be addressed. Councilmember Young said he would like to see it remain for future consideration. Mr. Osguthorpe added that the transfer of development right may be a viable tool for preserving the smaller structures that might be subject to demolition.

**MOTION:** Move to adopt Ordinance No. 992 as amended to eliminate the word “district” as discussed.  
Dick / Conan – unanimously approved.

2. Second Reading of Ordinance – Amending Chapter 2.21 to Establish a Local Review Board for Historic Preservation Purposes. Steve Osguthorpe presented this ordinance to act in the capacity of a Local Review Board, expand the Board from five to seven members, redefine the qualifications, and extend the term from two to four years.

Councilmember Picinich voiced concern at the strict qualification requirements. Councilmembers discussed the fact that this board should be technical in nature.

Mr. Osguthorpe said that when the Design Review Board Procedures Committee reviewed the proposal, they gave a questionnaire to those who have submitted an

application to the city over the past two years to find out whether or not they would want their project go to the Design Review Board for a pre-application conference. The ones that did not want to go before the DRB said it was because the members did not have the technical background to review plans for a multi-million dollar project.

Councilmember Ruffo stressed that you cannot legislate everything, and so it is important to have a body that can make those decisions. Councilmember Franich added that he had come to realize that there has to be some level of technical expertise to interpret the projects. Mr. Osguthorpe pointed out that there are two possible board positions on which a non-technical citizen could serve.

**MOTION:** Move to adopt Ordinance No. 993 as presented.  
Picinich / Ruffo – unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance – Regulating Landscaping and Building Sizes in Select Districts in the Height Restriction Area Prior to Lifting the Building Size Moratorium. Mr. Osguthorpe said that he didn't have anything to add, and asked if Council concurred with the findings that he had included in the ordinance.

Carol Morris, City Attorney, explained that an ordinance would need to be passed in order to remove the moratorium and to prevent a time lapse until the new ordinance becomes effective.

Councilmember Picinich asked about the issue raised by Chuck Hunter regarding the residential zones. Steve Osguthorpe explained that these residential zones were not included in the defined waterfront view corridor due to the time constraints, and what it would take to do a more comprehensive analysis. He clarified that the moratorium imposed a 3,500 s.f. limitation on all zones located within the view corridor, but when the moratorium is no longer in effect, the residential zones will revert back to having no limitations.

Councilmembers further discussed the issue of limits in the residential zones and the best way to address this issue during the upcoming charrette process. Councilmember Ruffo asked for a timeline as to when this would occur.

Councilmember Franich said that this has been going on for more than two years with many public hearings and workshops. He said that he could make a decision without the charrette process. He said that the majority of the Councilmembers know that building size is the issue that needs to be addressed. Other issues have come up, and this ordinance is moving in a direction that he isn't completely comfortable with. He said that he would like to see all the sections relating to landscape standards removed.

The Mayor mentioned that this relates only to new vegetation. Councilmember Franich responded that he understands the idea of using a video camera to record the existing vegetation, but trying to regulate this would be tough. He added that he understands

that in some people's view, the intent to limit the building sizes may not be enough to remedy all the problems with view retention. He made the following motion to direct staff to remove these sections.

**MOTION:** Move to remove sections 1, 2, and 3 from the draft ordinance.  
Franich / Ruffo –

Councilmember Young responded said that he could not imagine the City's Code Enforcement Officer going out and measuring a tree or shrub on someone's property. He said that he is unsure if the city should be involved with regulation of landscaping on private property. Councilmember Franich commented that the city has done a good job of acquiring property that will allow public access to the water. There are commercial structures in place that also allow public view of the water.

Councilmember Dick questioned whether there is a point in regulating these types of things if you don't do it for both commercial and residential. If you are concerned with what the community will look like and how to integrate the geographic amenities, the only way to do this is by regulating both. If views are important, there must be similarity between the way you treat residential and commercial property, or else everything will become residential. You need to determine the importance of an issue to the community to decide when it is appropriate to intrude on peoples' use of their property. If some consistency is not imposed, all the regulations are rendered meaningless and if you allow a wall of vegetation or structure that separates the community from the geographic features, you might as well get rid of the rest of the zoning code.

Councilmember Young disagreed, pointing out that commercial and residential uses are fundamentally different and warrant different treatment. Councilmember Dick clarified that you need not use the same exact regulations for both commercial and residential. He said that the Planning Commission and DRB addressed this with a recommendation to preserve some views in side-yard areas.

Councilmember Franich agreed with Councilmember Young that the public is welcome in a commercial building, but not on a residential, private property. If you want something higher than a three-foot fence, you should be allowed to have it.

Councilmember Conan said that he would rather see hedges regulated the same as fences, or else residents would just plant hedges for privacy. He said that he was not in favor of the side-yard regulations or regulation of trees.

Councilmember Ruffo said that he is more concerned about the general argument of regulating landscaping, even if it is within a view corridor. He mentioned the trees located at the Eddon Boat Property and Borgen Park, asking if it is the intent to take these out. He said that you cannot legislate everything, and that is why you have to have intelligent people that will make decisions. He said that Councilmember Franich is right about the risk of regulating private property.



Councilmember Dick said that there has been testimony about the problems with vegetation blocking views, which gives merit to discussing it. He said that if nothing else, at least limit the height of hedges. Councilmembers discussed this option.

Councilmember Ruffo referred to the recommendation from the Joint Committee. Mr. Osguthorpe said that the Joint Committee recommendation was to remove the landscaping; the Planning Commission recommendation was to put it back in. Councilmember Conan suggested adding Section 2A and Section 3 which defines hedges. Mr. Osguthorpe pointed out that in this context, hedges are applicable to the Waterfront View Corridor, so you would have to retain the definition of the Waterfront View Corridor. Councilmember Franich agreed to this. He withdrew his motion, and Councilmember Ruffo withdrew his second. Staff was directed to amend the draft before the next reading to eliminate Section B in the landscape section.

Councilmember Young asked for clarification as to why the Joint Committee did not propose the elimination of the floor area ratio maximum. Mr. Osguthorpe said it was the general consensus that the existing, more restrictive side-yard setbacks that have been imposed within the historic district were sufficient to achieve the intent. There was some confusion on what floor area ratio would actually do.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton addressed this question. She said that one of the issues discussed was calculating the buildable area on a lot when tidelands could be counted. This changes the floor area ratio significantly. In addition, you could combine lots.

Mr. Osguthorpe added that the floor area ratio is proposed to be based upon the net buildable area which would not include tidelands. Tidelands can be included for calculating impervious coverage per a directive from Council years ago. In terms of the floor area ratio as drafted, it would not include tidelands. He continued to explain that the proposal included a cap on size and the additional safety valve of floor area ratio that would address the parcel that is so small that even a 3500 s.f. building may be out of scale.

Councilmember Young added that when this was discussed in the Community Development Committee, part of the offensiveness of certain structures is due to the size of lot. He added that he would like to see this be added back in to the ordinance.

Staff was directed to put the floor area ratio language, in addition to the building size limits, back into the ordinance for consideration at the next meeting.

Councilmember Franich said that he would like to see something smaller than a 3500 s.f. limit in the C-1 zone, as there is no guarantee that the Historical Society will utilize the property located in that district. Mr. Osguthorpe said that he had a difficult time with the findings for rationale for that parcel as there wasn't much discussion on the recommendation.

Councilmember Young suggested a rezone to P-I if the Historical Society purchases the property and requires a larger building. He suggested applying the same findings as the other business districts.

Councilmember Picinich said that the city has met with the Historical Society, which has plans for a larger building located here. He agreed that a change to the P-I District would accommodate these plans. Councilmember Young pointed out that a change of this type would require a Comp Plan Amendment that might affect their timing.

Mr. Osguthorpe said that the Historical Society may want to explore the performance based height exception as a way to address this. Councilmember Picinich asked that staff meet with the Historical Society and bring back information.

Carol Morris, City Attorney, addressed the concerns about the view basin and the lifting of the 3500 s.f. limitation. She suggested an interim zoning ordinance that can be adopted similarly to a moratorium. Council would hold a public hearing within 60 days, and the restrictions would stay in effect for six months until the findings to support a 3500 s.f. limitation are adopted. The difference between this and a moratorium is that people can submit applications during an interim zoning ordinance.

Mr. Osguthorpe asked for further clarification for the C-1 District in order to bring back an ordinance for the second public hearing. He was asked to find out from the Historical Society whether the next Comp Plan update would negatively affect their scheduling. John Vodopich said that a notice could be published with an option to chose either the 3500 s.f. or 6000 s.f. limit. Councilmember agreed with this option.

2. First Reading of Ordinance – Amending the City's Procedures for Charging Private Applicants for the Costs Associated with EIS Preparation. Steve Osguthorpe explained that currently, the city's code requires that an applicant pay the associated cost for the preparation of an Environmental Impact Statement. The procedures are not specific enough, and this amendment would clarify Section 18.04.140. He then gave an overview of how the fees may be determined.

3. First Reading of Ordinance – Amending the Public Works Standards for Private Streets. Steve Misiurak, City Engineer, presented information on this ordinance that amends the regulations for private streets. Councilmember Franich said that for the future, he would like to see more on-street parking on private streets.

4. Wastewater Treatment Plant Roof Repair – Contract Authorization. John Vodopich explained that the Wastewater Treatment Plant was in need of a new roof. Three bids were received, and recommend award of the contract to Harcor, Inc. dba Cleo's Roofing.

**MOTION:** Move to authorize the contract for the for the Wastewater Treatment Plan to Harcor Inc., dba Cleo's Roofing in the amount of

Three Thousand One Hundred Seven dollars (\$3,107.00) plus retail sales tax.  
Ruffo / Franich – unanimously approved.

**STAFF REPORTS:** None scheduled.

**PUBLIC COMMENT:** None.

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

1. Request to Host Middle School Exchange Students. Mayor Wilbert gave a brief overview of the WCI program. She invited anyone interested in working on their own cultural heritage to begin the process by stopping in at the Bogue Volunteer Center.
2. Appointment to Puget Sound Regional Council. Mayor Wilbert asked Councilmembers if they would be interested in serving on the PSRC representing the City of Gig Harbor.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:16 p.m.  
Picinich / Conan– unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 – 16.  
Disc #2 Tracks 1 – 6.

---

Gretchen A. Wilbert, Mayor

---

Molly Towslee, City Clerk

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

**WHEREAS**, The Heritage League of Pierce County, Washington, is an association of 40 nonprofit heritage organizations whose purpose is to preserve, protect and promote local history in Pierce County, provide professional training and technical support to its members, and to maintain communication with local, county and state governments relative to Heritage matters; and

**WHEREAS**, The Heritage League and its member organizations have been instrumental in preserving and sustaining historical landmarks, structures and archaeological sites and have played an integral role in the achievements of the Pierce County heritage community; and

**WHEREAS**, museums and historical societies make archival and museum collections accessible for viewing and study by the general public, and the collection, research, interpretation and display of historical records and artifacts is essential for the study and perpetuation of the heritage of our communities, including that of indigenous peoples and generations of immigrant settlers; and

**WHEREAS**, these heritage organizations and their programs, events and activities contribute to the quality of life in our communities by bringing people together to share cultural experiences, demonstrate respect for their heritage, and engender civic pride; and

**WHEREAS**, the perpetuation and use of historic sites and landmarks in and throughout Pierce County, and the programs, exhibits and interpretation of local and regional history attracts students, researchers, tourists, and local visitors and enhances the educational, recreational, economic and aesthetic well-being of our communities;

**NOW, THEREFORE**, I, Gretchen Wilbert, Mayor of Gig Harbor, Washington, by virtue of the authority vested in me by the laws of the City of Gig Harbor and the Constitution and laws of the State of Washington, do hereby proclaim the month of April, 2005 as

### PIERCE COUNTY HERITAGE MONTH

and encourage all residents and visitors to acknowledge and support our heritage institutions, programs and activities; to appreciate, value and respect the rich diversity of our communities; and to join in preserving and sharing with future generations the legacy of Pierce County's heritage.

---

Mayor, City of Gig Harbor

---

Date



## **Heritage League of Pierce County**

PO Box 103  
Puyallup, WA 98372

March 31, 2005

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

Dear Mayor Wilbert,

The Heritage League is an umbrella organization comprised of heritage organizations in more than thirty Pierce County cities and towns, including the Gig Harbor Peninsula Historical Society and Museum.

The League has designated April as Heritage Month throughout the county to allow these museums and historical organizations to showcase their collections and activities. This month-long concerted effort is one step in reminding our County's residents and its elected and professional officials of Pierce County's important role in the development of the Territory and State of Washington.

The Heritage League of Pierce County (HLPC) is an association representing 40 heritage organizations in Pierce County. First organized in the early 1980s, the League is a 501(c)(3) non-profit entity with a focus on preservation of our local history, landmarks, and institutions.

HLPC presents professional development seminars and workshops for its members and the heritage community; organizes collaborative activities, programs and events; pursues various initiatives and advocacy issues; and promotes its members and heritage throughout Pierce County. The League's 2005 Annual Report of events and activities is available upon request.

We would appreciate you and your Council issuing a proclamation acknowledging Heritage Month. We have included a suggested format for your consideration.

Sincerely,

J.M. (Andy) Anderson, President  
Pierce County Heritage League

Jennifer Kilmer, Executive Director  
Gig Harbor Peninsula Historical Society

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

To establish the 4<sup>th</sup> week in April of each year as "Earth Week" in Gig harbor in celebration of the gifts humanity receives from a healthy urban forest.

WHEREAS, trees provide oxygen necessary for life on earth, and

WHEREAS, one acre of forest absorbs six tons of carbon dioxide and produces four tons of oxygen per year, enough for 18 people, and

WHEREAS, trees absorb and store carbon dioxide which helps control global warming, and

WHEREAS, trees and their roots help prevent erosion, landslides and absorb storm water runoff, and

WHEREAS, trees replenish our topsoil with nutrients necessary for native plants to flourish, and

WHEREAS, trees provide habitat for wildlife and filter groundwater to keep our streams clean, and

WHEREAS, our urban forest is the very signature of our livable community, and

WHEREAS, an Arbor Day celebration will encourage the planting of trees, and

WHEREAS, the forests provide the lungs of the planet, sanctuary for the soul and an economic engine,

NOW THEREFORE, I, Gretchen Wilbert, Mayor of Gig Harbor, declare the week of April 16<sup>th</sup> through 23<sup>rd</sup> as

**EARTH WEEK**

In honor of the establishment of the Gig Harbor/Key Peninsula Arbor Day Foundation and designating Saturday, April 23, 2005 as Gig Harbor's Annual Arbor Day celebration.

\_\_\_\_\_  
Mayor, City of Gig Harbor

\_\_\_\_\_  
Date

“Planting trees and hope!”



The community is invited to the 5th annual  
GIG HARBOR/KEY PENINSULA  
**Arbor Day Celebration!**

**Saturday, April 23<sup>rd</sup> from 11 a.m. – 2 p.m.**  
Civic Center at 3510 Grandview St.

- FREE ADMISSION and trees for all who drop by
- Prizes for student poster, & poetry contests awarded
- Environmental and art booths
- Good Steward Award presented
- Tree planting at City Hall
- Children's activities
- Music
- Raffle drawings throughout the afternoon
- 2005 Toyota Prius Hybrid Car on display

**Sponsored by the Gig Harbor/Key Peninsula Arbor Day Foundation**

Web Page: [www.gigharborarbor.com](http://www.gigharborarbor.com)  
Email address: [arbor@gigharborarbor.com](mailto:arbor@gigharborarbor.com)  
Phone 253-858-8797 fax 253-943-5397



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: RESOLUTION IN SUPPORT OF IMPROVING WATER RESOURCE**  
**MANAGEMENT – KITSAP PENINSULA WATERSHED PLANNING UNIT**  
**WATER RESOURCE INVENTORY AREA (WRIA) 15**  
**DATE: APRIL 11, 2005**

**INFORMATION/BACKGROUND**

Attached for the Council's consideration is a non-binding resolution received from the Kitsap County Board of Commissioners that is intended to show the city's elected officials' support and commitment to the watershed planning process. It is intended as an affirmation of the importance of water and a pledge to work together to find solutions for the unresolved issues.

The non-binding resolution is a result of the watershed planning process, which is a consensus based effort. This means that for a plan to be approved all of the initiating governments and a majority of the caucus members who are part of the planning unit must approve the plan. The planning unit has found that there are a number of issues that we have not been able to find consensus on. These unresolved issues and how the planning unit should proceed were discussed at a dinner for elected officials. Mayor Wilbert and Councilman Young attended the dinner with staff. The decision was made for the planning unit to proceed with those portions of the plan where we have consensus so we can start implementing those portions of the plan. The planning unit is moving forward on the revised plan and anticipates an informal vote on the plan at our May 12, 2005 meeting with an official vote planned for June 2, 2005. I have attached a copy of the draft plan as currently written. I anticipate bringing the final revision back to council at the May 9, 2005 council meeting. Please feel free to bring any concerns with the plan to my attention.

This non-binding resolution has been envisioned as a way for elected officials to demonstrate their commitment to this planning effort as individuals. Attached is a letter from Chris Endresen, Chair of the Kitsap County Board of Commissioners and the nonbinding resolution. Keith Folkerts, with Kitsap County plans to bring the original resolution for signatures at this meeting. The City Attorney has reviewed and approved the resolution as presented.

**RECOMMENDATION**

I recommend that Council concur with the attached resolution authored by Kitsap County and individually sign the original copy of the resolution that will be presented at this meeting.





# KITSAP COUNTY BOARD OF COMMISSIONERS

Chris Endreson  
DISTRICT 1

Jan Angel  
DISTRICT 2

Patty Lent  
DISTRICT 3

March 23, 2005

MAR 23 2005

Cris Gears  
Inty Administrator

Dear Elected Officials from the Kitsap Peninsula Water Resource Inventory Area,

I found the March 1, 2005 Kiana Lodge elected officials' meeting on water resource issues to be very good first step towards improving the management of our water resources.

At the meeting there was a call for elected officials to spell out our shared water resource goals, to demonstrate our determination to amiably resolve water resource issues, and to build on the momentum generated at the meeting. This Resolution aims to accomplish that.

I'm extending an open invitation for any elected official from any of Tribes, Counties, Cities, and Special Purpose Districts in the Kitsap Peninsula to join me in signing this non-binding Resolution. There's no legal or financial obligation associated with signing this; it's more of an affirmation of the importance of water and a pledge to work together to find solutions to our unresolved issued.

The importance of improving water resource management for our citizens and our environment can not be overstated. The challenges are daunting. I invite you to demonstrate your willingness to being part of the solution.

Sincerely,

Chris Endreson, Chair  
Kitsap County Board of Commissioners

CE:kf





## Kitsap Peninsula Watershed Planning Unit Water Resource Inventory Area (WRIA) 15

*Working to create a practical plan to sustainably manage water resources for people, fish, and wildlife.*

### Members

#### Counties

King County  
Kitsap County  
Mason County  
Pierce County

#### Tribes

Port Gamble  
S'Klallam Tribe  
Skokomish Tribe  
Suquamish Island  
Tribe  
Suquamish Tribe

#### Cities

City of Bainbridge  
Island  
City of Bremerton  
City of Gig Harbor  
City of Port  
Orchard  
City of Poulsbo

#### Special Purpose

##### Districts

Annapolis Water  
District  
Kitsap Public  
Utilities District  
Nemah Perry Water  
District  
Silverdale Water  
District

#### Stakeholder

##### Caucuses

Business  
Homebuilders  
Association of  
Kitsap County  
Citizens At Large  
King Co. Citizens  
Kitsap Co. Citizens  
Mason Co. Citizens  
Pierce Co. Citizens  
Environmental  
Key Peninsula-Gig  
Harbor-Island  
Watershed Council  
and Hood Canal  
Environmental  
Council  
Fishing  
Clubs of Barber  
Creek  
Property Rights  
Kitsap Alliance of  
Property Owners  
Recreation  
McCormick Land  
Company  
Timber/Agriculture  
Alpine-Evergreen,  
Inc. and Overton &  
Partners  
Water Purveyors &  
Washington Water  
Services, Inc.  
Water Purveyors &  
Manchester Water  
District

## A Resolution among Local Elected Officials in Support of Improving Water Resource Management Throughout the Kitsap Peninsula and Islands

**PREAMBLE.** Elected officials from tribes, counties, cities, and special purpose districts throughout WRIA 15 met on March 1, 2005 at the Kiana Lodge to discuss water resource issues. The meeting was marked by a spirit of unity, hope listening, collaboration, and goodwill. Those assembled at Kiana Lodge heard heartening statements that demonstrated their concerns and needs of their constituents were being taken seriously. Among these concerns were the need to support harvestable numbers of fish, the need to provide water to a growing population, and the need to provide water to urban growth areas.

This Resolution is in response to a call for elected officials to spell out our shared water resource goals, to demonstrate our determination to amiably resolve water resource issues, and to build on the momentum generated at Kiana Lodge.

We, elected officials from throughout the Kitsap Peninsula and Islands, in order to improve water resource management for our citizens, our environment and that of our posterity to the seventh generation, commit ourselves to the goals and ideals expressed in this Resolution.

**WHEREAS**, water is a life-giving necessity upon which our civilization, ecosystem, and economy depends; and

**WHEREAS**, fresh water is a limited resource for which there is a growing demand; and

**WHEREAS**, water plays a prominent role in the quality of life enjoyed by our citizens, the beauty of our communities, and the abundance of natural resources; and

**WHEREAS**, the existing framework of allocating water resources, based largely upon 19<sup>th</sup> century law and concepts, creates complexity to resolving contemporary water resource issues; and

**WHEREAS**, the *value* of water is not reflected in the *cost* of water under our current economic system thereby adding additional complexity to resolving water resource issues; and

**WHEREAS**, in 2000 local jurisdictions agreed to seek solutions to local water resource issues through the consensus-based water resource planning process described in Chapter 90.82 RCW; and

Contact: Keith Folkerts, Kitsap County DCD, 614 Division St. MS-36, Port Orchard, WA 98366, kfolkerts@co.kitsap.wa.us  
(360) 337-7098 Toll free from Bainbridge Island (206) 842-2061; Gig Harbor (253) 851-4147.  
[www.kitsappeninsulawatershed.org](http://www.kitsappeninsulawatershed.org)

*Water Resources Management Resolution, WRIA 15 Elected Officials*

*March 23, 2005*

WHEREAS, the water resource planning process under Chapter 90.82 RCW and agreed to by local jurisdictions is not intended to formally determine or resolve any legal dispute about water rights under state or federal law or Indian Treaty. Rather, this process is an alternative, designed to cooperatively plan and manage the uses of the Kitsap Peninsula and Islands' water resources; and

WHEREAS, the WRIA 15 Planning Unit after four years of diligent work has created the "WRIA 15 Watershed Plan, Public Review Draft" and a list of "Unresolved Issues," and

WHEREAS, the draft Watershed Plan contains several components addressing several important water resource issues which have gained the apparent unanimous support of the Planning Unit, including Monitoring, the need for Water Conservation, Public Education, Water Re-use, and Stormwater Management; and

WHEREAS, additional state funding to help implement the Watershed Plan would likely maintain the momentum and focus created by the Planning Unit's efforts to craft the Watershed Plan. Without such funding the focus and momentum would likely be lost; and

WHEREAS, successful watershed planning requires broad participation of governmental entities with an interest in water within WRIA 15, working together to resolve water resource issues through listening, understanding each others' concerns, and goodwill;

**NOW THEREFORE BE IT RESOLVED**, we commit to our common goal of sustainably managing water resources for people, fish, and wildlife.

**BE IT FURTHER RESOLVED**, as leaders of entities interested in water resources management, we commit to reaching our common goal by

- Remaining personally engaged in water resource management policy decision making, seeking solutions that address underlying causes whenever possible;
- Listening, understanding others' concerns, sharing views, promoting goodwill, and working together;
- Seeking consensus-based solutions that respect the rights and needs of all entities; and
- Continuing to give water resource issues the priority they deserve.

**BE IT FURTHER RESOLVED**, as participants in the WRIA 15 watershed planning process, we commit to

- Maintaining current momentum and focus by continuing to seek consensus for a WRIA 15 Watershed Plan that includes as many components as possible;
- Seeking funding to fully implement the approved WRIA 15 Watershed Plan, and
- Seeking to build broad-based support for collaborative water resource management.

Water Resources Management Resolution, WRIA 15 Elected Officials

March 23, 2005

AFFIRMED on this 23<sup>rd</sup> day of March, 2005.

  
Chris Endresen, Commissioner, Kitsap County

*This is a copy, not the original document.*

*To sign the original please call Keith Volkerts at (360) 337-7098 to make arrangements.*



1 informational resources that provide a record of the planning process and what the Planning Unit  
2 considered.

3  
4 This Plan, developed under provisions of the Watershed Management Act (Chapter 90.82 RCW),  
5 only addresses State-issued water rights and does not address Federal- or Tribal-based rights except  
6 to acknowledge that that in most cases they are likely to be senior to specific state water rights.  
7

8 This Plan discusses only those elements that received the consensus of the Planning Unit; it does  
9 not comprehensively cover all water resource issues in WRIA 15. It contains some general  
10 strategies to develop new supplies, help existing supplies go farther, and assist the health of water  
11 resources in the WRIA. The information and recommendations contained in this Plan represent the  
12 best set of recommended actions to improve water resource management that the Planning Unit  
13 could come up with given time and budget limitations. When implementing these  
14 recommendations preferred methods of addressing particular water resource issues may become  
15 apparent. The Planning Unit expects this Plan to be implemented using the concept of adaptive  
16 management.  
17

18 Nothing in this Plan shall be construed by the State as providing grounds for issuing water rights  
19 under provisions related to "overriding consideration of the public interest," nor may this Plan be  
20 used to determine what constitutes "detrimental to the public welfare" in processing water right  
21 applications.  
22

23 **The adoption of this Plan does not create any specific obligation on the part of any entity,**  
24 **unless clearly stated in the recommendations.** The Planning Unit recognizes the implementation  
25 of the Watershed Plan is subject to budgetary constraints and acknowledges that no entity is  
26 obligated to implement a prescribed action in this Plan unless adequate authority and funding is  
27 available to do so.  
28

29 The appendix entitled "Unresolved Issues" is included to document various perspectives on certain  
30 issues. This Plan does not support or endorse any particular perspective, but only acknowledges  
31 that these differences exist. These are important water resource issues that will need to be  
32 addressed; however, statements on them are not meant to be adopted or approved at this time.

1 **Introduction**

2 The WRIA 15 Planning Unit worked from 2000 to late 2004 compiling existing water resources  
3 information, commissioning and considering technical studies, and developing recommended  
4 actions to address water resource issues of concern. As the Planning Unit considered early drafts of  
5 the WRIA 15 Watershed Plan, areas of agreement and disagreement were identified. This Plan  
6 addresses only those elements that received the full concurrence of the Planning Unit. It is these  
7 elements which will be the focus of Phase 4 implementation efforts. Individual parties to this plan,  
8 as well as other entities in the WRIA are not precluded from pursuing action on non-agreed upon  
9 items or other water resource related actions, in accordance with applicable laws and regulations.

10  
11 The recommendations and issues the Planning Unit considered in this process that did not receive  
12 the full consensus of the Planning Unit are presented with background information in a detailed  
13 supplemental document entitled "Our Five Years Together" and supporting documents listed in  
14 Appendix C.

15  
16 This Plan contains succinct sections for each element on which the Planning Unit was able to reach  
17 consensus. Each section contains brief background information and recommended actions.

18  
19 Unresolved Issues are included in the appendices to document the numerous very difficult issues the  
20 Planning Unit considered while developing this Plan. These important issues will require future  
21 dialogue to resolve.

22  
23 WRIA 15 is faced with several challenges that must be addressed to solve existing water resource  
24 management problems, most notably:

- 25 • Water rights administration (lack of knowledge as to which rights are valid,  
26 unacceptably long wait times for water right applications to be processed);
- 27 • Need for a more comprehensive, coordinated water resources monitoring program(s);
- 28 • Instream flow needs for fish are unknown.

29  
30  
31 **Legislatively Required Elements**

32 The legislatively required elements of the WRIA 15 Watershed Plan are found in Appendix A.

33 *Specific numbers to be added*

34  
35  
36 **State Environmental Policy Act Compliance**

37 In July 2003, the Department of Ecology published a Final Environmental Impact Statement (EIS)  
38 for Watershed Planning under Chapter 90.82 RCW. In accordance with the SEPA rules, the  
39 Watershed Planning EIS provides Planning Units with four options for SEPA compliance:

- 40 ▪ Adoption of the Programmatic Watershed Planning EIS and Determination of Significance  
41 (DS). This is an option if the Watershed Planning EIS adequately addresses all probable  
42 adverse impacts.
- 43 ▪ Adoption, DS and Addendum. Same as DS but the addendum provides local decision  
44 makers with additional local information such as land cover, environmental, etc.
- 45 ▪ Adoption and Supplemental EIS. If the Watershed Planning EIS addresses some but not all  
46 of the probable significant adverse environmental impacts.

- 1       ▪ Adoption and Determination of Non-Significance (DNS). This could be issued if it is  
2 determined that there are no probable significant adverse impacts associated with the  
3 recommended actions contained in the Watershed Plan.  
4

5 Kitsap County is the SEPA lead agency for the watershed management planning process. Kitsap  
6 County has opted to adopt the Watershed Planning EIS and to issue a determination of non-  
7 significance (DNS) for the Kitsap Peninsula and Islands Watershed Management Plan.  
8

9 Recommended actions in the Kitsap Peninsula and Islands Watershed Management Plan are  
10 consistent with alternatives in the Watershed Planning EIS that do not require supplemental  
11 information for SEPA compliance, nor do they require enumerations of "alternatives" and potential  
12 impacts (i.e. action versus no action) in the standard SEPA format. In addition, the following  
13 qualifications also apply to the use of the Watershed Planning EIS and SEPA compliance for  
14 watershed planning:

- 15       ▪ Recommended actions for studies typically do not have the potential to cause an "adverse  
16 environmental impact" and will not trigger a determination of significance.  
17       ▪ Recommended actions for convening interest/stakeholder groups or educating watershed  
18 residents do not have an "adverse environmental impact" and will not trigger a  
19 determination of significance.  
20       ▪ Recommended actions that involve review or revision of existing ordinances, policies or  
21 programs (such as Comprehensive Plans) will undergo the SEPA review process during  
22 adoption of the revised ordinance, policy or program.  
23

24 The majority of the alternatives in the Watershed Planning EIS address modifications to ordinances,  
25 plans and policies. Impacts and mitigation measures associated with these types of recommended  
26 actions have been addressed adequately for the level of environmental review required for the  
27 watershed planning process. Additionally, such actions may undergo individual environmental  
28 review at the time that each of the revisions is actually proposed.  
29

30 If it is determined that a recommended action will not result in probable significant adverse  
31 environmental impacts, further environmental review of such an action under SEPA is not required.  
32 Based upon the alternatives listed in the Watershed Planning EIS and the factors listed above, the  
33 Kitsap Peninsula and Islands Watershed Management Plan does not require an addendum or  
34 additional EIS for its Determination of Non-significance. The Watershed Planning EIS will be used  
35 for all actions in the Plan that require SEPA review.



# 1. Monitoring

Numerous entities have collected or currently collect data on water resources in WRIA 15, including drilling contractors, US Geological Survey, tribes, WA Department of Health, WA Department of Ecology, water purveyors, counties, citizen groups, US Natural Resources Conservation Service, US EPA, and the National Oceanographic and Atmospheric Administration. While each of these efforts is important, the information is of limited utility for regional water resources management since it is scattered across many agencies, is in various formats, and is of unknown data quality.

The WRIA 15 Planning Unit recognizes that existing data collection programs do not fully encompass the hydrologic cycle. The wide variation in estimates of aquifer recharge for this planning effort shows the need for monitoring, modeling, and analysis of recharge rates and mechanics, including groundwater system flows, at a sub-basin scale. Another area where more data would be useful is in gauging stream flows. Coordination of existing data and efforts will allow identification of data gaps and development of a comprehensive program.

Effective water resources management requires a comprehensive monitoring program including:

- Data collection on:
  - Stream flows,
  - Precipitation,
  - Groundwater levels,
  - Water production quantities,
  - Water quality sampling results,
  - Land cover, and
  - Parameters related to evapotranspiration;
- Analysis to evaluate:
  - The relation between surface water and ground water,
  - Runoff quantities,
  - Recharge rates,
  - Ground water level long-term trends,
  - Stream flow needs,
  - Land cover changes, and
  - Water quality trends.

Since changes in the hydrogeologic system are usually quite subtle, extended periods of monitoring are generally required to evaluate trends. This long-term monitoring by local jurisdictions can be augmented by data collected by citizens, nonprofit groups, etc.

The Planning Unit identified the following set of specific recommendations for water resources monitoring in WRIA 15:

## Recommendations: Monitoring

Recommended Action	Priority	Potential Lead Agencies
<p>1. Coordinate and enhance existing monitoring efforts to establish a local, comprehensive monitoring program. The program should encompass the hydrologic cycle and water quality including:</p> <ul style="list-style-type: none"> <li>▪ Water balance evaluations at a small scale, e.g. for each sub-area;</li> <li>▪ Stream flows;</li> <li>▪ Characterization of runoff;</li> <li>▪ Hydraulic continuity;</li> <li>▪ Aquifer/groundwater levels;</li> <li>▪ Aquifer/groundwater recharge areas;</li> <li>▪ Precipitation;</li> <li>▪ Saline intrusion;</li> <li>▪ Fate of effluent (quality and quantity) exiting on-site sewage systems;</li> <li>▪ Potential impacts of stormwater on streams;</li> <li>▪ Nitrate and phosphate levels; and</li> <li>▪ Surface water quality: fecal coliform and conventional water quality parameters.</li> </ul>	Very High	Ecology, Counties, cities, water purveyors, tribes.
<p>2. Establish a regional mapping, modeling and monitoring clearinghouse for groundwater and hydraulic continuity information in WRIA 15.</p>	High	Local jurisdictions
<p>3. Analyze and improve information on stream flows, including:</p> <ul style="list-style-type: none"> <li>▪ Prioritize streams for modeling/monitoring</li> <li>▪ Implement coordinated monitoring/modeling program with consistent data protocols</li> <li>▪ Use appropriate instream flow methodologies to identify flows needed to support harvestable numbers of fish</li> <li>▪ Characterize current stream flows and expected impacts on those flows of alternative water and land use development scenarios.</li> </ul>	High	Local jurisdictions
<p>4. Improve the existing well log process by:</p> <ul style="list-style-type: none"> <li>▪ Correcting errors in existing information</li> <li>▪ Entering well log information into a common database (building on existing efforts),</li> <li>▪ Adding a well site vicinity map,</li> <li>▪ New procedure for accurate determination of well elevation,</li> <li>▪ Improving the accuracy and consistency in recording geologic logs, and</li> <li>▪ Requiring a better description of the wellhead including original ground level and casing stick-up</li> </ul>	High	Ecology
<p>5. Improve the geologic knowledge base of WRIA 15 water resources by:</p> <ul style="list-style-type: none"> <li>▪ Supporting efforts to update geologic maps of WRIA 15 (e.g., USGS and UW).</li> <li>▪ Upgrading soil surveys, perhaps utilizing well logs and septic percolation test logs.</li> </ul>	High	Local jurisdictions

1 **2. Public Education/Involvement**

2 Individual behavior choices have a significant cumulative impact on WRIA 15 water resources. Citizen  
 3 awareness of key water resource issues will help support sustainable management of these resources into  
 4 the future. Counties, purveyors, watershed councils and other entities in WRIA 15 have existing outreach  
 5 and education programs related to water but existing efforts would benefit from consistent messages,  
 6 coordination and ongoing funding.

7  
 8 Interviews conducted with local residents active in watershed planning in early 2003 revealed additional  
 9 work is needed to raise awareness of water resource issues and watershed planning.

10  
 11 With this in mind, the Planning Unit adopts the following recommendations related to public education  
 12 on water issues:

13

**Recommendations: Public Education**

Recommended Action	Priority	Potential Lead Agencies
6. Identify, pursue and develop state or local funding sources for, and implement, new or ongoing regional watershed outreach and education programs focused on behavioral change. Specifically, consider: <ul style="list-style-type: none"> <li>▪ Creating a coordinated message and format for public information provided through various media (Internet, newspapers, displays, presentations);</li> <li>▪ Providing staff to make presentations with locally specific information to existing organizations and at community fairs/festivals; and</li> <li>▪ Providing staff to support school programs such as "I am Clark's Creek."</li> </ul>	High	State, local jurisdictions
7. The following audiences and topics should be considered when implementing water resource education efforts: <ul style="list-style-type: none"> <li>▪ All residents: water conservation including gray water reuse; potential impacts of household hazardous materials on groundwater (including proper use and disposal of fertilizers and pesticides, provide information at point of sale if possible).</li> <li>▪ Homeowners: Low Impact Development principles and practices such as rain barrel use (coupled with offering rain barrels at discount prices and encouraging hardware stores to stock them), rain gardens, and surface and storm water management practices.</li> <li>▪ Property owners who own an on-site septic system: operation (including impacts of pharmaceuticals and household hazardous materials) and maintenance of on-site septic systems.</li> <li>▪ Domestic well owners: wellhead protection, well decommissioning and water conservation.</li> <li>▪ Builders, developers, planners, landscapers and the public involved with building/remodeling: Low Impact Development and retention of native soils and vegetation.</li> <li>▪ School districts: water conservation (including capture/reuse of athletic field irrigation water).</li> <li>▪ Groundskeepers and landscape managers: water conservation and Low Impact Development principles and practices.</li> <li>▪ Residents in the vicinity of proposed reuse projects: use of reclaimed water for non-drinking water purposes.</li> <li>▪ School children: basic water resources education.</li> <li>▪ Businesses that handle moderate risk waste: potential impacts of moderate risk waste to groundwater.</li> </ul>	High	Local jurisdictions

### 3. Conservation & Efficiencies

Conservation generally refers to using/wasting less water on an individual, household or business level compared to past usage rates. Efficiencies encompass a range of techniques water purveyors might employ to avoid loss of water or use less water for public system needs, and applicable techniques for individual water users (exempt wells).

The Planning Unit encourages all water users to be mindful of how much water they are using and to conserve water wherever and whenever possible. Conservation saves citizens money. It also helps reduce the rate of growth of water demand and eases the corresponding pressure to obtain new water rights.

For water purveyors, basic conservation measures are generally very cost effective in comparison to the expense of developing new water sources. Conservation efforts can range from: relatively simple activities targeted at water users such as developing and distributing water conservation kits; to leak detection and repair projects conducted by public water systems that can save large quantities of water at a range of costs; to very expensive programs that involve replacement of plumbing and appliances with more efficient models.

Residents of WRIA 15 appear to be receptive to the conservation message. In the summer of 2001, in response to outreach during a drought, Bremerton customers reduced water use by 18% and thereby averted water restrictions.

Since conservation measures generally have less of an impact on the environment than tapping new water sources, the Planning Unit recommends using conservation to help reduce the rate of growing water demand, make existing water supplies go farther, and ease the pressure for and cost of developing new sources.

#### Recommendations: Conservation & Efficiencies

Recommended Action	Priority	Potential Lead Agencies
<p>8. Encourage and foster conservation and efficiency using the following tools:</p> <ul style="list-style-type: none"> <li>▪ Increasing awareness of water usage through billing messages and graphs;</li> <li>▪ Implementing tiered rates or other rate structure incentives;</li> <li>▪ Metering;</li> <li>▪ Coordination:               <ul style="list-style-type: none"> <li>• Drought response conservation measures among expanding Group A water purveyors;</li> <li>• Joint conservation efforts among counties;</li> <li>• Sharing of resources among purveyors;</li> <li>• Cost-effective investments in long-term conservation;</li> <li>• Development of a comprehensive model water conservation program;</li> <li>• Providing basic conservation kits including free water-saving devices and literature to households;</li> <li>• Gathering data and identifying older homes that would benefit from "low-flow" fixture retrofits;</li> <li>• Identification and utilization of new or locally unused conservation technologies.</li> </ul> </li> </ul>	High	Counties, cities, WaterPAK, water purveyors
<p>9. Large and small water systems implement efficiency and conservation measures.</p>	High	Purveyors

1 **4. Water Reuse**

2 Water reuse is defined by Washington State as “use of reclaimed water, in compliance with Washington  
3 Department of Health and Ecology regulations, for a direct beneficial use.” Reclaimed water is effluent  
4 from a wastewater treatment system that is adequately treated for a direct beneficial use.

5  
6 On average, the 10 largest publicly operated wastewater treatment plants in WRIA 15 currently  
7 dispose of a total of about 8 million gallons per day (12 cubic feet per second (cfs), or 9,000 AF/yr)  
8 of treated water into the Sound, equivalent to about one-fifth of the WRIA’s estimated water use,  
9 which is approximately 42,000 AF/yr. If that water were reclaimed and beneficially reintroduced to  
10 the hydrologic cycle, it would be enough water (on average) to increase base flows in 10 streams by  
11 more than 1 cfs. These treatment plants have the capacity to produce enough reclaimed water to  
12 provide a valuable resource to help maintain aquifer levels and improve stream flows, and directly  
13 or indirectly contribute some of the additional potable water that will be needed for new demands.

14  
15 The most significant barriers to recycling wastewater are the cost of infrastructure and additional  
16 treatment, as well as public perception. Elected officials in WRIA 15 have expressed support for public  
17 education on reclaimed water.

18  
19 The State has allocated funding to initiate a pilot project in WRIA 15 to explore the feasibility of water  
20 reuse. Strong support was expressed at a March 1, 2005 gathering of elected officials pursuing water  
21 reuse projects in the very near future.  
22

**Recommendations: Water Reuse**

Recommended Action	Priority	Potential Lead Agencies
10. Support regional water reuse (a.k.a. reclaimed water) projects and/or team up to develop a long-term comprehensive water reuse program including: <ul style="list-style-type: none"> <li>▪ Identification of funding sources and application for grants to support building reclaimed water facilities;</li> <li>▪ Reuse and recharge pilot project at one of the treatment plants recommended in the watershed planning storage report;</li> <li>▪ Investigation of aquifer storage and recovery opportunities;</li> <li>▪ Discussion of who controls reclaimed water;</li> <li>▪ Identification of end uses for reclaimed water, e.g., irrigation of golf course;</li> <li>▪ Public outreach to encourage acceptance of reclaimed water;</li> <li>▪ Site-specific planning.</li> </ul>	High	Local jurisdictions, water purveyors and wastewater treatment plant operators
11. Modify laws/rules to encourage safe water reuse including technical support and incentives.	High	Ecology, legislature
12. The supply and demand of reused water should be coordinated: <ul style="list-style-type: none"> <li>▪ New treatment plants should be designed with reuse as an integral component.</li> <li>▪ Public capital funding should be encouraged for the distribution infrastructure (for stream flow augmentation and domestic use) to supply identified end users.</li> </ul>	Medium	State, cities, water purveyors, treatment plant operators
13. Develop gray water use recommendations for practical application in appropriate circumstances and locations. Modify laws and create incentives for appropriate gray water use. Educate the public on this issue.	Medium	Ecology, Dept of Health, legislature, local jurisdictions

## 5. Stormwater Management

Precipitation that does not evaporate or infiltrate into the ground ends up as stormwater runoff (to streams, lakes, wetlands, and facilities). Land use factors such as increased impervious surface area can lead to less recharge and more water being diverted to runoff. High volumes of stormwater runoff can damage property, scour streambeds, destroy salmon habitat, and increase sediment and pollution.

Stormwater runoff currently represents a significant volume of water in WRIA 15 (the Planning Unit's refined water balance estimates that 37% of precipitation runs off as stormwater; the 1997 Kitsap *Initial Basin Assessment* estimated 20% runoff). This water is not available to support stream base flows or recharge the groundwater system; however, with better stormwater management, much of the precipitation that currently runs off into marine waters or streams (during high flow season, when it is not needed) could be infiltrated or put to some other beneficial purpose. Better stormwater management presents opportunities for water resource managers to increase the quality and quantity of water available for both people and fish.

The Planning Unit considers stormwater management a high priority issue. The group commissioned a study for this planning effort that considered the possibility of capturing stormwater for groundwater recharge at certain sites in WRIA 15 (*Technical Memorandum – WRIA 15 Stormwater Study, August 19, 2004*). This document is summarized in "Our Five Years Together" and is available from Kitsap County.

Specific recommendations for stormwater management are below:

Recommendations: Stormwater Management		
Recommended Action	Priority	Potential Lead Agencies
14. Avoid increasing stormwater flows where feasible.	High	Local jurisdictions
15. Enhance stormwater recharge and retention via following actions: <ul style="list-style-type: none"> <li>▪ Maximize to the greatest extent practical site-scale Low Impact Development practices when permitting future development, paying special attention to amending topsoils (using BMPs such as "Soil Depth and Quality BMP T.5.13" in the 2005 Dept of Ecology's <i>Western Washington Stormwater Manual</i>) and implementing other Low Impact Development principles and practices.</li> <li>▪ Adopt stormwater standards that provide an equivalent amount of recharge and water quality treatment as Ecology's applicable stormwater manual;</li> <li>▪ Develop model ordinances, education programs, and incentives for consideration by local jurisdictions to support wetland mitigation banking and/or consider creating a wetland bank and transfer of development rights program (to benefit, among other things, aquifer recharge, water harvesting and storage, and water resource-related wildlife habitat);</li> <li>▪ Consider implementing Low Impact Development practices through stormwater ordinances, critical aquifer recharge areas ordinances and/or clearing &amp; grading ordinances, and/or by education and incentive programs.</li> <li>▪ Avoid/minimize degradation of critical aquifer recharge areas when making area-wide land use decisions (e.g. UGA expansions).</li> <li>▪ Lead by example by implementing Low Impact Development techniques for county/city sponsored construction projects (e.g. buildings, roads).</li> <li>▪ Examine ways of providing incentives for property owners to reduce impervious surface on their land and retain native soils and vegetation.</li> </ul>	Very High	State, counties, cities
16. For large scale development projects and/or UGA expansion, stormwater management master plans should be developed based upon geologic/hydrogeologic assessment of the area early in the planning process so that aquifer recharge issues can be addressed.	High	Local jurisdictions
17. Develop gray water use recommendations for practical application in appropriate circumstances and locations. Modify laws and create incentives for appropriate gray water use. Educate the public on this issue.	High	Local jurisdictions

1 **6. Water Quality**

2 Maintaining good water quality is important to the Kitsap Peninsula and Islands for the long-term  
 3 protection of drinking water, for recreational and commercial (e.g., shellfish) use, and for the  
 4 maintenance of fish habitat. Declining water quality can threaten drinking water, swimming, fish,  
 5 shellfish, wetlands and riparian zones, and aquatic/wildlife habitat. The water quality in WRIA 15  
 6 is generally good, though there are several surface water bodies on the 303(d) list, as well as  
 7 localized threats to groundwater from seawater intrusion and elevated nitrates.

8  
 9 The Planning Unit identified three general approaches to protecting water quality in WRIA 15, with  
 10 specific recommendations associated with each. These are listed in the table below:  
 11

<b>Recommendations: Water Quality</b>		
<b>Recommended Action</b>	<b>Priority</b>	<b>Potential Lead Agencies</b>
<b>Manage Hazardous Materials Safely</b>		
18. Safely manage hazardous materials by: <ul style="list-style-type: none"> <li>▪ Enforcing existing hazardous material laws and local ordinances,</li> <li>▪ Reviewing programs that manage small quantity hazardous waste;</li> <li>▪ Supporting Ecology's fertilizer and pesticide research, and</li> <li>▪ Taking advantage of existing education and technical assistance.</li> </ul>	High	State, local jurisdictions
19. Monitor and implement new technologies to minimize impacts of existing and proposed wastewater treatment outfalls upon marine resources.	High	State, local jurisdictions
20. Evaluate the effectiveness of local governments' water quality protection efforts.	High	State, local jurisdictions
<b>Manage On-Site Sewage (Septic) Systems Carefully</b>		
22. Minimize the adverse impacts of on-site sewage systems using the following tools as appropriate: <ul style="list-style-type: none"> <li>▪ Conducting sanitary surveys when problems are indicated;</li> <li>▪ Prioritize corrective actions among areas with known problems;</li> <li>▪ Providing technical assistance and education programs to assist property owners with operation and maintenance of systems;</li> <li>▪ Providing grants and loans to low-income residents to correct on-site sewage system problems;</li> <li>▪ When reviewing proposals to create new lots, require larger minimum lot sizes for areas identified or indicated to be at risk for groundwater contamination;</li> </ul>	High	Health districts
<b>Prevent Seawater Intrusion</b>		
23. Monitor and manage groundwater to avoid seawater intrusion. If onset of seawater intrusion is detected, local jurisdictions should be prepared to take appropriate actions such as: <ul style="list-style-type: none"> <li>▪ Increasing monitoring and analysis to identify/confirm trends;</li> <li>▪ Providing information to property owners and realtors;</li> <li>▪ Reducing overall production from individual well or an area via conservation, reuse, importing water (e.g. through interties) or relocating withdrawal points; and/or</li> <li>▪ Enacting ordinances that restrict new wells in aquifers affected by saltwater intrusion.</li> </ul>	High	Counties, water purveyors

12

## 7. Incentive-Based Approaches

The Planning Unit believes that it is generally more effective to focus on the positive and reward people for taking desirable actions rather than to focus on the negative and punish people for taking undesirable actions. Therefore, the Planning Unit recommends expanding the use of incentives where possible to encourage desirable behavior related to water resources.

Several recommendations in this Plan suggest the use of incentives, including:

- Encourage and foster conservation and efficiency using...tiered rates or other rate structure incentives;
- Develop model ordinances, education programs, and incentives for consideration by local jurisdictions to support wetland mitigation banking and/or consider creating a wetland bank and transfer of development rights program (to benefit, among other things, aquifer recharge, water harvesting and storage, and water resource-related wildlife habitat);
- Consider implementing Low Impact Development practices through stormwater ordinances, critical aquifer recharge areas ordinances and/or clearing & grading ordinances, and/or by education and incentive programs; and
- Examine ways of providing incentives for property owners to reduce impervious surface on their land and retain native soils and vegetation.

Implementing these recommendations is within the existing authority of local jurisdictions; however, additional funding will be needed to fully develop and implement these incentive programs.

Specific recommendations for the use of incentives include:

Recommendations: Incentive-Based Approaches		
Recommended Action	Priority	Potential Lead Agencies
24. Develop model ordinances, education programs, and incentives for consideration by local jurisdictions on <b>low water use landscaping</b> for new construction and commercial landscaping.	High	Health districts
25. Consider <b>incentive-based protection strategies for key hydrologic areas</b> such as: <ul style="list-style-type: none"> <li>▪ Purchase of land outright or purchase of conservation easements;</li> <li>▪ Reduction of property taxes through the Public Benefit Rating Program or implementation of Low Impact Development principles and practices including retention of areas with natural vegetative cover;</li> <li>▪ Transfer of development rights;</li> <li>▪ Land trades; and</li> <li>▪ Trust water rights.</li> </ul>	High	Legislature

26



1 **8. Hood Canal**

2 A particularly important water quality issue in WRIA 15 relates to low dissolved oxygen levels in Hood  
3 Canal (about 38% of WRIA 15 drains to Hood Canal; about 25% of the landmass draining into Hood  
4 Canal is within WRIA 15). Water testing in early 2004 revealed that dissolved oxygen in Hood Canal is  
5 at its lowest level since data began to be collected 50 years ago.

6  
7 Many factors contribute to the low dissolved oxygen problem in Hood Canal. Some of these are  
8 naturally occurring, including: poor circulation and flushing of the Canal; the Canal's great length  
9 coupled with great depth in the middle, with a shallow north end and shallow, blocked south end; and the  
10 degree of stratification of the seawater (at depth) and freshwater (at the surface) that restricts vertical  
11 mixing. People also contribute to the problem by adding nitrogen to the Canal from fertilizers, human  
12 sewage, animal manure and decaying fish carcasses. This nitrogen fuels algae growth, which requires  
13 dissolved oxygen that would otherwise be used by fish.

14  
15 The Planning Unit is partnering with planning units from adjacent water resource inventory areas to  
16 address water quality issues for Hood Canal, and recommends this partnering continue beyond this  
17 watershed planning process. The Planning Unit developed the first two recommendations below;  
18 the third and fourth were suggested by citizens at a public meeting in Belfair on March 8, 2005:

<b>Recommendations: Water Quality</b>		
<b>Recommended Action</b>	<b>Priority</b>	<b>Potential Lead Agencies</b>
<b>Manage Hazardous Materials Safely</b>		
26. Support efforts to investigate and field test nitrate-reducing technologies for on-site sewage systems.	High	State, local jurisdictions
27. Coordinate future management actions with other water resource planning groups in the Hood Canal area.	High	State, local jurisdictions
28. Support regional efforts to determine the sources of nitrogen (in the nitrate form) and bacteria (fecal coliform) in Hood Canal.	High	State, local jurisdictions
29. Consider requiring steps to minimize impacts of fertilizer in areas of the Hood Canal watershed where/if/when nitrate contributions from fertilizers are shown to be in important cumulative contributor to water quality problems.	High	Counties, water purveyors

19

20

## 1 Plan Implementation – Option 1

2 The Planning Unit agrees on the need for continued management of and planning for water  
3 resources in the Kitsap Peninsula and Islands region. Most if not all of the participating  
4 stakeholders have expressed interest in continuing their involvement in water resources  
5 management efforts in the region. At least one participating government has stated strongly that  
6 future discussions and actual management of water must take place among the governments that  
7 own the water; these would include the tribes, federal and state agencies with room for cities and  
8 counties at the table as sub-agencies of the state. Others believe there should be a place at the table  
9 for non-governmental stakeholders in water resources management.

10  
11 To address these competing desires, the Planning Unit recommends creating two separate groups  
12 that work in parallel and inform each other. The group to include non-governmental stakeholders  
13 would be called the Watershed Implementation Group (WIG) and would focus on implementation  
14 of recommended actions in this Plan. The WIG would also discuss and develop strategies to  
15 address issues that this planning effort has left unresolved. Meanwhile, a Government Policy Group  
16 (GPG) would meet regularly to address legal and regulatory water resource issues and consider  
17 suggestions from the WIG on policies for unresolved issues.

18  
19 Membership in the WIG would be open to any interested party; the GPG would consist of  
20 representatives of state, federal, and tribal agencies as well as cities and counties in WRIA 15.  
21 Some technical expertise would be retained on the WIG via current representatives of several  
22 organizations, though both groups would likely contract out for technical studies after discussing  
23 what information might be needed.

24  
25 Phase 4 funding could be used to organize and administer both planning groups. Whatever form or  
26 structure the implementation takes, the PU has expressed strong support for adaptive management  
27 and flexibility in implementing the plan to accommodate changing conditions.

28  
29 A depiction of this proposed process is on the next page.  
30

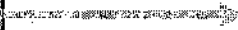
### Recommendations: Plan Implementation

Recommended Action	Priority	Potential Lead Agencies
30. Consider the plan to be a living document, adaptively managed	High	State, local jurisdictions

*NOTE: This schematic chart does not apply to Option 2*

Watershed Planning Unit  
Approves WRIA 15  
Watershed Management  
Plan

Counties Adopt Plan



End of this Phase  
Move to Next Steps

Government Policy  
Group  
(GPG)

Watershed  
Implementation Group  
(WIG)



Topics will move from GPG to  
WIG and from WIG to GPG



- Focus of Discussions**
- Water Rights
    - Issuance
    - Adjudication
    - Exempt Wells
    - Closed Basins
    - Hydraulic Continuity
  - Instream Flow
  - Ground Water Issues
  - Mitigation
  - Land Use and Water Resources
  - Overriding Consideration of Public Interest (OCPI)

- Focus of Discussions**
- Implement Approved Plan Components
    -
  - Develop Strategies for Non-Resolved Issues, Pass to GPG
    - Conservation
    - Enhancement Projects
    - Off Peninsula Sources
  -



## 1 **Plan Implementation – Option 2**

2 The Planning Unit agrees on the need for continued management of and planning for water  
3 resources in the Kitsap Peninsula and Islands region. Most if not all of the participating  
4 stakeholders have expressed interest in continuing their involvement in water resources  
5 management efforts in the region. At least one participating government has stated strongly that  
6 future discussions and actual management of water must take place among the governments that, in  
7 their opinion, own the water; these would include the tribes, federal and state agencies with room  
8 for cities and counties at the table as sub-agencies of the state. Others believe there should be a  
9 place at the table for non- general purpose government and non-governmental stakeholders in water  
10 resources management.

11  
12 To address these competing desires, the Planning Unit recommends members wishing to limit water  
13 resource management to federal, state, and tribal government entities, pursue that course  
14 independently. A group, similar in structure to the current Planning Unit that includes willing  
15 governmental as well as non-governmental stakeholders, called the Watershed Implementation  
16 Group (WIG), would be formed to focus on implementation of recommended actions in this Plan.  
17 The WIG could also discuss and develop strategies to address issues that this planning effort has left  
18 unresolved.

19  
20 Membership in the WIG would be open to any interested party. The WIG would likely contract out  
21 for technical studies.

22  
23 Phase 4 funding would be used to organize and administer the WIG.

1 **Sub-Area Recommendations (Vashon Plan) – Option 1**

2 Vashon Island developed a plan and recommendations without consulting the WRIA 15 Planning  
3 Unit on the content thereof. Questions remain at this time as to how to integrate the Vashon plan  
4 into the WRIA 15 approval process. Under Option 1, Vashon and King County would agree to  
5 WRIA 15 plan/recommendations; however, the remainder of WRIA 15 would not agree to Vashon  
6 plan/recommendations.  
7

8 **Sub-Area Recommendations (Vashon Plan) – Option 2**

9 Under this option, the Plan for non-Vashon portion of WRIA 15 would remain separate from  
10 (Vashon) plan. In other words, Vashon would not agree to WRIA 15 plan/recommendations and  
11 remainder of WRIA 15 would not agree to Vashon plan/recommendations.  
12  
13

14 **Questions yet to be resolved:**

- 15     ▪ Include Vashon plan in WRIA 15 plan as appendix?
- 16     ▪ Would either/both of these satisfy the State?
  
- 17
- 18
- 19

20 **Appendices**

- 21     A. PU Response to Legislative Requirements
- 22     B. Acknowledgments
- 23     C. List of Documents Produced During This Planning Effort
- 24     D. Unresolved Issues **KPUD Objection:** The unresolved issues should be clearly indicated in  
25     the document "Our Five Years Together" but not included in this plan.
- 26     E. Full Vashon Plan **KPUD Objection:** The Vashon Plan was not reviewed or approved by the  
27     Planning Group, nor should it be. Therefore, it should not be part of the plan.  
28



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: RESOLUTION FOR PUBLIC HEARING**  
**- PRENTICE AVENUE STREET VACATION REQUEST - BOYD**  
**DATE: APRIL 11, 2005**

**INTRODUCTION/BACKGROUND**

The city received a letter on March 21, 2005 from Mr. Bill Boyd, owner of the abutting property, petitioning the city to vacate a portion of Prentice Avenue in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the portion of Prentice Avenue right-of-way currently held by the city, and abutting the northwest property frontage of Lot A of Boundary Line Adjustment No. 200409165003. Prior research on this right-of-way has determined that this portion of Prentice Avenue was platted in Pierce County in 1888 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The city's ability to open this portion of Prentice Avenue is barred by lapse of time and the city has no interest in the street. In order to ensure that this portion of Prentice Avenue is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the city vacate the street under GHMC 12.14.

The right-of-way proposed for vacation along Prentice Avenue is surplus to the city's needs, and the city does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

As defined in 12.14 GHMC a resolution must be passed by the City Council setting a time and date for a public hearing on the proposed street vacation.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that Council pass the resolution setting Monday, May 9, 2005 at 7:00 P.M. as the date for the public hearing on the proposed street vacation of Prentice Avenue.

**RESOLUTION NO. 644**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF PRENTICE AVENUE.**

---

WHEREAS, Bill Boyd, desires to initiate the procedure for the vacation of the portion of Prentice Avenue, a portion of the original plat of the Woodworth's Addition to Gig Harbor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, May 9, 2005 at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

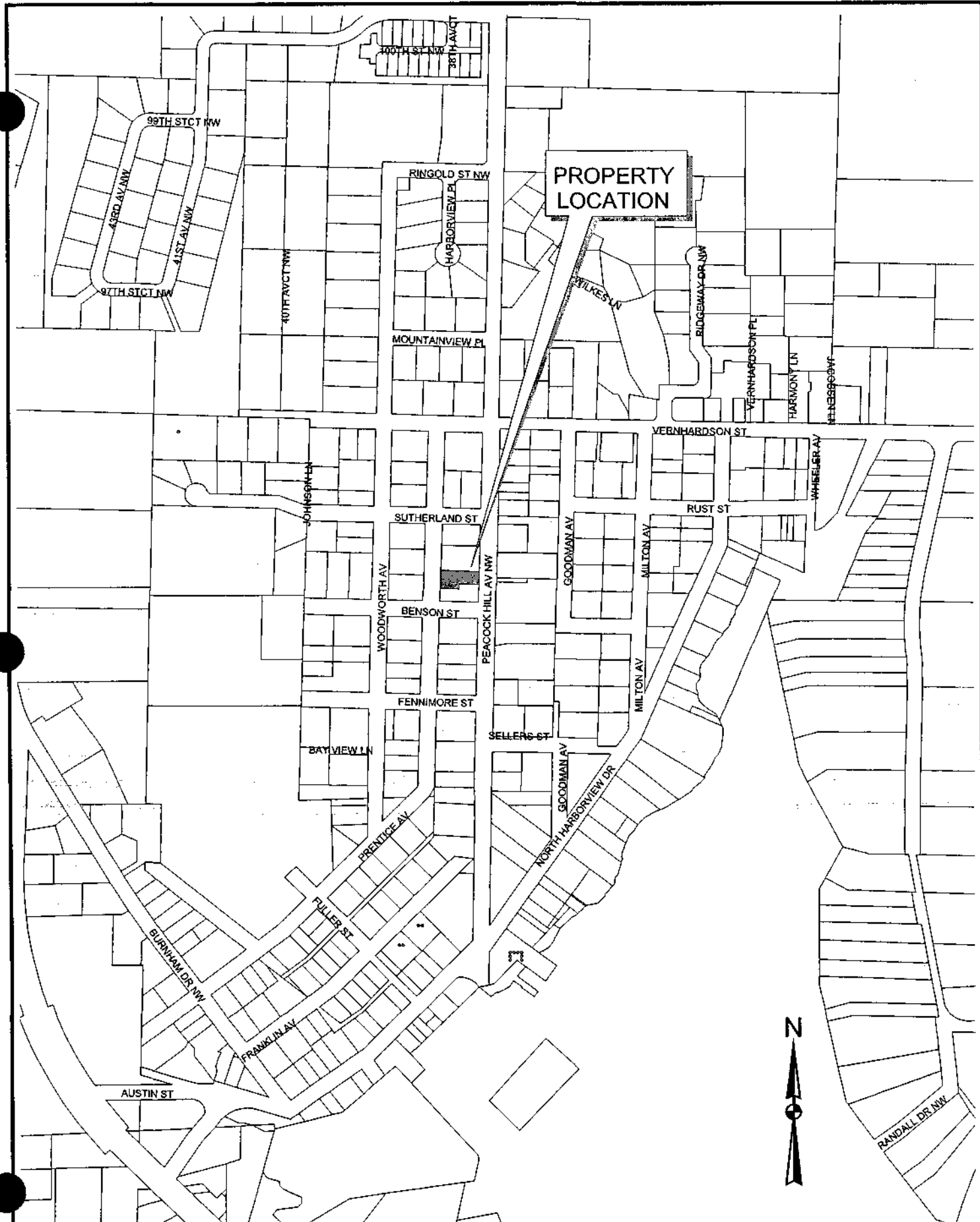
Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this 11th day of April, 2005.

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

ATTEST:

\_\_\_\_\_  
Molly M. Towslee, City Clerk



VICINITY MAP  
 PRENTICE AVE. STREET VACATION





**T H O R N T O N**  
LAND SERVICES, INC.

8803 State Highway 16  
PO Box 249  
Gig Harbor WA 98335  
T 253 858 8106  
F 253 858 7466  
thorntonls.com

21 March 2005

Mr. John P. Vodopich AICP  
Director of Planning and Building Services  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue right-of-way

Dear Mr. Vodopich,

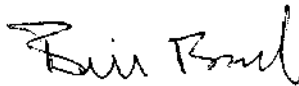
This letter serves as an official request to vacate a 33-foot wide strip of front street right-of-way abutting my property at 9324 Peacock Hill Avenue in the City of Gig Harbor. This right-of-way along with my property were created from the plat called "Woodworth's addition to Gig Harbor" in book 5 of plats at page 66 in Pierce County, Washington. This portion of Prentice Avenue abutting my property at parcel number 9815-000-061 has never been used as street, nor has it been constructed. In fact, most of it lies on a steep hillside.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which cites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", that portion of Prentice Avenue right-of-way abutting my parcel has adversely, by operation of law, become mine legally since this right-of-way was never opened nor used for its original purpose.

In light of this information, I wish to request that portion of the Prentice Avenue abutting my property be vacated. See attached drawings depicting the original location of the subject portion of Prentice Avenue right-of-way in relation to my parcels.

Thank you for your assistance.

Sincerely,

  
Bill Boyd



T H O R N T O N

LAND SURVEYORS

8803 State Highway 16

PO Box 249

Gig Harbor, WA 98335

T 253 858 8106

F 253 858 7466

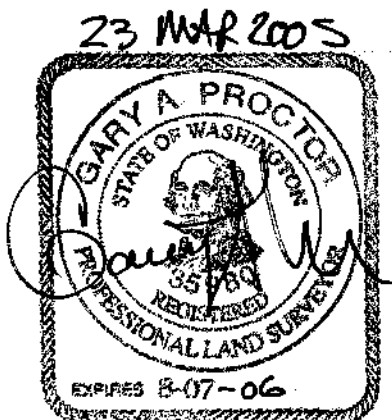
thorntonls.com

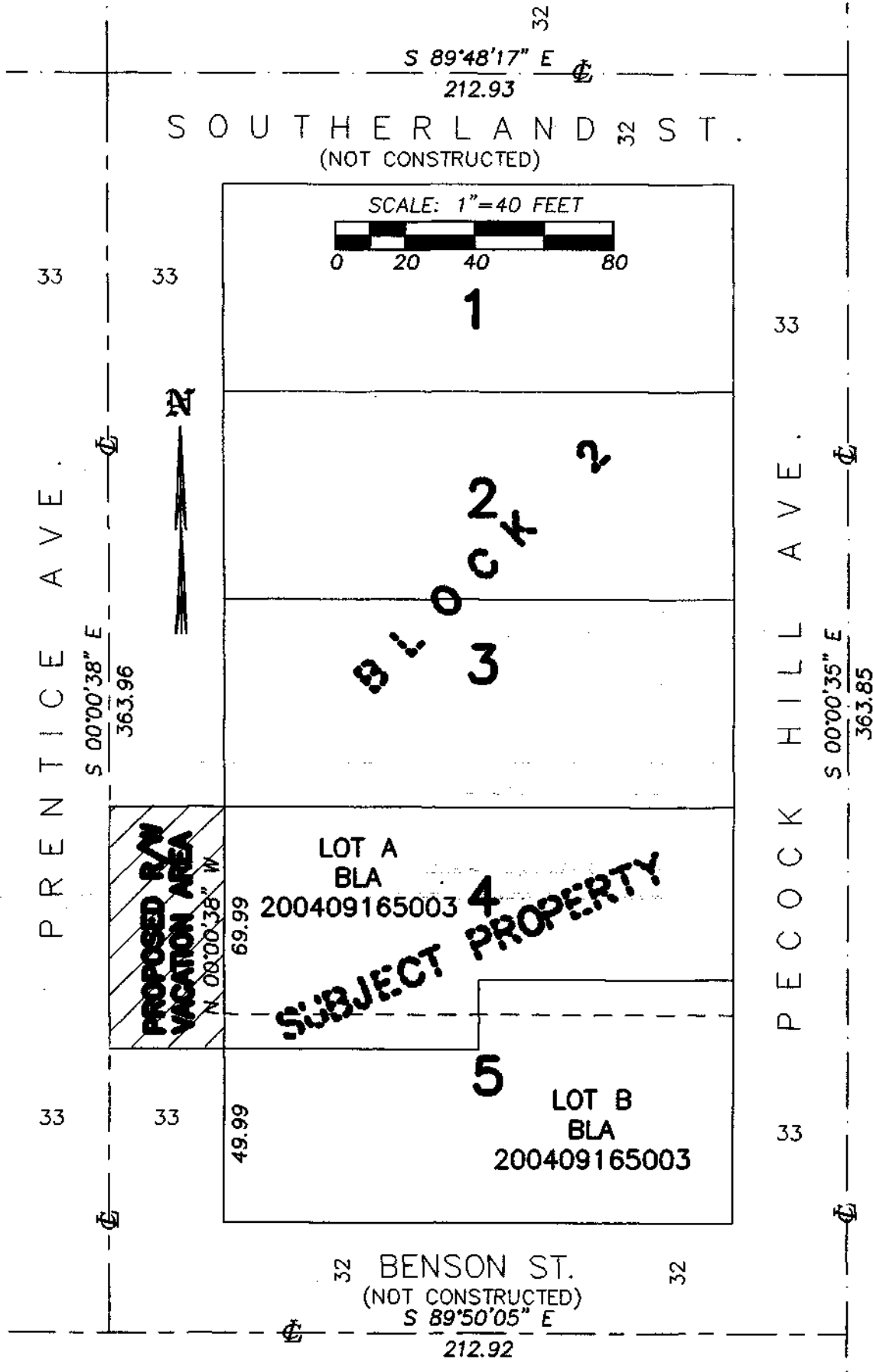
PROPOSED  
LEGAL DESCRIPTION

RIGHT OF WAY THAT WILL ATTACH TO BOYD ADJOINER FOLLOWING VACATION  
OF A PORTION OF PRENTICE AVENUE, GIG HARBOR, WASHINGTON:

A PORTION OF THE PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR,  
ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 66,  
RECORDS OF PIERCE COUNTY, WASHINGTON, IN THE NORTHWEST QUARTER OF  
SECTION 6, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

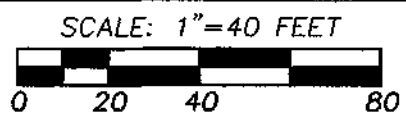
THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE (FORMERLY CHESTER  
STREET) LYING BETWEEN THE WESTERLY PRODUCTION OF THE NORTH LINE OF  
THE LOT 4, BLOCK 2 OF SAID PLAT AND THE WESTERLY PRODUCTION SOUTH  
LINE OF THE NORTH 10 FEET OF LOT 5 SAID BLOCK 2, SAID SOUTH LINE BEING  
THE SOUTH LINE OF PARCEL "A" OF CITY OF GIG HARBOR BOUNDARY LINE  
ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200409165003,  
RECORDS OF PIERCE COUNTY, WASHINGTON.





32  
 S 89°48'17" E  
 212.93

S O U T H E R L A N D S T.  
 (NOT CONSTRUCTED)



33

33

33

P R E N T I C E A V E.

S 00°00'38" E  
 363.96



P E C O C K H I L L A V E.

S 00°00'35" E  
 363.85

1  
 2  
 3  
 4  
 5

**PROPOSED RAW  
 VACATION AREA**

N 08°00'38" W  
 69.99

LOT A  
 BLA  
 200409165003

**SUBJECT PROPERTY**

33

33

33

49.99

LOT B  
 BLA  
 200409165003

32 B E N S O N S T. 32  
 (NOT CONSTRUCTED)  
 S 89°50'05" E  
 212.92

SUTHERLAND ST

PROPERTY  
LOCATION

AREA TO BE  
VACATED

BENNETT ST

PEACOCK HILL AV N

FENNIMORE ST

VICINITY MAP  
PRENTICE AVE. STREET VACATION

**RESOLUTION NO. 645**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GIG HARBOR, WASHINGTON, DECLARING SUPPORT OF  
FT. LEWIS AND MCCHORD AFB.**

---

WHEREAS, the West Coast's only Power Projection Platform, Ft. Lewis and McChord AFB, along with the National Strategic Port of the Port of Tacoma offers a strategic location for the defense of the nation, and

WHEREAS, many citizens are just concluding their honorable service in Iraq as activated with the 81<sup>st</sup> BCT, Washington National Guard, while others continue service with other units, and

WHEREAS, approximately one-third of Pierce County's economic activity derives from Ft. Lewis and McChord AFB, and

WHEREAS, over the decades the soldiers and airmen of these installations have been invaluable citizens of our community, and

WHEREAS, soldiers and their families live among us as our friends and neighbors even as many have service members deployed in Iraq, Afghanistan and elsewhere in defense of the nation, and

WHEREAS, our community supports the retention and expansion of missions and additional troops for Ft. Lewis and McChord AFB, NOW THEREFORE,

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

The City of Gig Harbor strongly supports and appreciates these soldiers and airmen for their commitment, heroism and bravery in the defense and preservation of our country and our liberties.

RESOLVED this 11<sup>th</sup> day of April, 2005.

APPROVED:

---

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 4/7/05  
PASSED BY THE CITY COUNCIL: 4/11/05  
RESOLUTION NO. 645

FT. LEWIS - MCCHORD AFB  
CITIZENS COMMITTEE **BRAC**

TACOMA-PIERCE COUNTY CHAMBER

April 5, 2005

The Honorable Mayor Gretchen Wilbert  
Mayor, City of Gig Harbor  
3510 Grandview St.  
Gig Harbor WA 98335-0145

**COPY**

Dear Mayor Gretchen Wilbert:

The Department of Defense and the Bush Administration are about to embark on the final stages of an evaluation of our nation's defense installations. That evaluation, called Base Realignment and Closure (BRAC), will lead to the closure of an estimated 25% of them, and the potential realignment of many others. This effort presents opportunities for us as well as the easily recognized threats.

Your community volunteers have been hard at work for many months closely monitoring the Department of Defense's process, organizing our network of informed and knowledgeable individuals, coordinating with the state, improving some aspects of our communities as they effect Ft. Lewis and McChord AFB and preparing our information for advocacy if necessary.

At this time, our installations look to be very favorably positioned to score highly on the most important determinants- military value. However, we prefer to be prepared rather than to be panicked when the proposed closure list is announced May 16.

Governor Gregoire has suggested to us that an effective and helpful role for our local governments would be to demonstrate support for our installations by issuing Resolutions or Declarations, as appropriate, to evidence that support. Please find enclosed some suggested points such a resolution might cover. We encourage you to customize a resolution as it best represents you.

Your consideration of this request and forwarding to me of an approved resolution from your community by April 15, so that it may be included in supportive material that we will make available to the BRAC Commission, will be most appreciated. If you have any questions, please call on me.

Sincerely,

Gary D. Brackett,  
Staff Support  
Ft. Lewis-McChord AFB BRAC Citizens Committee

Encl.

FT. LEWIS - MCCHORD AFB  
CITIZENS COMMITTEE **BRAC**

TACOMA-PIERCE COUNTY CHAMBER

April 5, 2005

The Honorable Mayor Gretchen Wilbert  
Mayor, City of Gig Harbor  
3510 Grandview St.  
Gig Harbor WA 98335-0145

APR 6 2005

Dear Mayor Gretchen Wilbert:

Hopefully, you are progressing nicely with our request for a Resolution, Proclamation or Declaration in support of Ft. Lewis and McChord AFB.

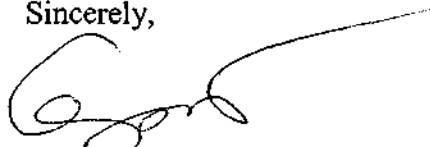
These documents of support are to be used as evidence of community support before the Base Realignment and Closure Commission that will be determining which bases across the nation to close. (If you wish more information about this process, please call on me.)

The Chamber, as staff support for the Ft. Lewis and McChord AFB BRAC Citizens Committee intends to use your support documents during our 20<sup>th</sup> annual community support trip to Washington, D.C. very early this May. We'll also make the documents available to Gov. Gregoire for her planned trip at about the same time.

Your document of support is requested by **April 15**, so that we may incorporate it into our document. Please remember that production of these promotional materials requires time.

Thanks you for your consideration of this request.

Sincerely,



Gary D. Brackett, CCR  
Staff Support  
Ft. Lewis and McChord AFB BRAC Citizens Committee





"THE MARITIME CITY"

ADMINISTRATION

**TO: CITY COUNCILMEMBERS**  
**FROM: MAYOR GRETCHEN WILBERT** *GW*  
**SUBJECT: APPOINTMENT TO ARTS COMMISSION**  
**DATE: APRIL 11, 2005**

**INFORMATION/BACKGROUND**

Four positions on the Gig Harbor Arts Commission have become vacant with the expiration of the terms for Marion Ekberg, Robin Peterson, Donna Trent and the departure of Christopher Mathie. We thank these four for devoting their time while serving on the Commission.

The City of Gig Harbor placed an ad for citizens interested in serving on the Commission, asking them to submit a letter of interest. Six letters of interest were received.

**RECOMMENDATION**

City Council approve the appointment of Karla Epperson, Kit Kuhn and Del Woock to serve three year terms, and approve the appointment of Mary Rae Lund to complete the term vacated by Christopher Mathie.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID BRERETON** *David*  
**DIRECTOR OF OPERATIONS**  
**SUBJECT: ELIMINATION OF THE WASHINGTON WATER COMPANY INTERTIE**  
**- MATERIALS PURCHASE AUTHORIZATION**  
**DATE: APRIL 11, 2005**

**INTRODUCTION/BACKGROUND**

An identified Street Objective in the 2005 Budget is to eliminate the unregulated intertie between Washington Water Company and the city's water system at Ringold Street and Peacock Avenue. This project includes replacing existing under sized mains on Prentice Avenue and installing a Pressure Reduction Valve (PRV) at the intersection of Prentice Avenue and Fennimore Street.

A Request for Price Quotations for the watermain materials was advertised in the Peninsula Gateway on March 22 and 29, 2005, following the process outlined in RCW 35.23.352 for the purchase of materials. Only price quotation was received:

<u>Vendors</u>	<u>Total</u>
H.D. Fowler Company	\$20,629.03

The price quotation received was from H.D. Fowler Company in the amount of \$20,629.03, plus Washington state sales tax including shipping.

Work is expected to begin following delivery of the material in mid-June.

**ISSUES/FISCAL IMPACT**

The material cost is within the \$30,000 that was anticipated in the adopted 2005 Budget, identified under Water Operating, Objective No. 4. City crews will install the watermain. Anticipated labor costs will not exceed the budgeted amount.

**RECOMMENDATION**

I recommend that Council authorize the purchase of the watermain materials for installation along Prentice Avenue and Fennimore Street from HD Fowler Company, as the lowest responsible respondent, for their price quotation proposal of twenty thousand six hundred twenty-nine dollars and three cents (\$20,629.03), plus Washington state sales tax, including shipping.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID BRERETON** *Dir*  
**DIRECTOR OF OPERATIONS**  
**SUBJECT: STINSON AVENUE CURB, GUTTER AND SIDEWALK PROJECT**  
**PHASE II - CONTRACT AUTHORIZATION**  
**DATE: APRIL 11, 2005**

**INTRODUCTION/BACKGROUND**

The 2005 Street Operating budget provides for the construction of curb, gutter and sidewalk on one side of Stinson Avenue. This contract is for the installation of the curb, gutter and sidewalk. Potential contractors were contacted. Two contractors responded with the following price quotations:

Caliber Concrete Construction, Inc.	\$33,219.00
Dennis R. Craig Construction, Inc.	\$ 38,952.00

Based on the price quotations received, the lowest price quotation was from Caliber Concrete Construction, Inc. in the amount of thirty three thousand two hundred nineteen dollars and no cents (\$33,219.00), excluding Washington state sales tax.

It is anticipated that the work will be completed within four weeks after contract award.

**FISCAL CONSIDERATIONS**

This work is within the \$50,000 that was anticipated in the adopted 2005 Budget, identified under the Street Operating Fund, Objective No. 16.

**RECOMMENDATION**

I recommend the Council authorize the award and execution of the contract for the curb, gutter and sidewalk on Stinson Avenue to Caliber Concrete Construction, Inc. as the lowest responsible respondent, for their bid quotation amount of thirty three thousand two hundred nineteen dollars and no cents (\$33,219.00), not including state sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES  
BETWEEN GIG HARBOR AND  
CALIBER CONCRETE CONSTRUCTION, INC.**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the City of Gig Harbor (hereinafter the "City"), and Caliber Concrete Construction, Inc., a Washington corporation, located and doing business at P.O. Box 1881, Milton WA 98354(hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

**I. Description of Work.** The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to install approx 910 lineal feet of curb, gutter and sidewalk on Stinson Avenue. The Contractor shall not perform any additional services without the express permission of the City.

**II. Payment.**

A. The City shall pay the Contractor the total sum of Thirty Three Thousand Two Hundred Nineteen Dollars and No Cents (\$33,219.00), not including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

**III. Relationship of Parties.** The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the employees, agents, representatives or subcontractors of the Contractor. The Contractor will be solely and

entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

**IV. Duration of Work.** The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before May 16, 2005. The indemnification provisions of Section IX shall survive expiration of this Agreement.

**V. Prevailing Wages.** Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

**VI. Termination.**

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

**VII. Discrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

**IX. Insurance.**

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

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

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

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

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

- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

**X. Entire Agreement.** The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

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

**XII. Work Performed at the Contractor's Risk.** The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the

Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

**XIII. Warranties.** The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Caliber Concrete Construction, Inc. will warranty the labor and installation of materials for a two (2) year warranty period.

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

**XV. Assignment.** Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

**XVI. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

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

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.



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

**Caliber Concrete Construction, Inc.**

**THE CITY OF GIG HARBOR**

By: *[Signature]*  
Its president

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

**Notices should be sent to:**

<p>Caliber Concrete Construction, Inc. PO Box 1881 Milton, WA 98354 (253) 927-0707</p>	<p>City of Gig Harbor Attn: John P. Vodopich, AICP Community Development Director 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170</p>
--	---

**Approved as to form:**

By: \_\_\_\_\_  
City Attorney

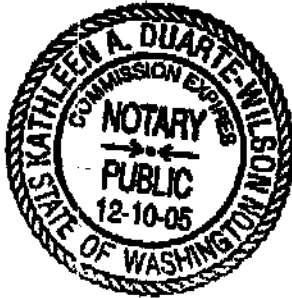
**Attest:**

By: \_\_\_\_\_  
Molly M. Towslee, City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that Phyllis C. Loukaka 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 President of Caliber Concrete Construction, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 7, 2005



Kathleen A. Duarte-Wilson  
Notary Public in and for the  
State of Washington,  
Residing at Edgewood WA  
My appointment expires: 12-10-05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

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

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

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

# PROPOSAL

## CALIBER

CONCRETE CONSTRUCTION INC.

### PATTERNED CONCRETE

OF SEATTLE  
CALIBCC115CA

(253) 927-0707  
(253) 850-7741  
FAX (253) 927-0706

P.O.Box 1881  
MILTON, WA 98354

PROPOSAL SUBMITTED FOR		PHONE	FAX		
CITY OF GIG HARBOR		253.851.6170	253.853.7597		
STREET		JOB NAME			
		STINSON AVENUE PEDESTRIAN IMPROVEMENT PROJECT PHASE II			
CITY, STATE, ZIP		JOB LOCATION			
ATTENTION: SONIA BILLINGSLEY		GIG HARBOR, WASHINGTON			
ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
	910 LF	18" CURB & GUTTER	12.00	LF	\$ 10,920.00
	910 LF	CONCRETE SIDEWALK & 3 WHEELCHAIR RAMPS	24.50	LF	22,299.00
		TOTAL:			\$ 33,219.00
		INCLUDES: PERFORMANCE BOND & TRAFFIC CONTROL			
		EXCLUDES: LAYOUT AND SUBGRADE.			
		PAYMENT BY FIELD MEASURE.			

<b>ACCEPTANCE OF PROPOSAL</b> THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOUR ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.  DATE OF ACCEPTANCE _____		AUTHORIZED SIGNATURE <u>Theresa Duarte</u>  NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN <u>30</u> DAYS.
---	--	--



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID BRERETON *Dave***  
**DIRECTOR OF OPERATIONS**  
**SUBJECT: PAVEMENT MARKINGS - CONTRACT AUTHORIZATION**  
**DATE: APRIL 11, 2005**

**INTRODUCTION/BACKGROUND**

The 2005 Street Operating budget provides for pavement marking on the city's arterial streets. Potential contractors were contacted in accordance with the city's Small Works Roster Process (Resolution No. 592). Two contractors responded with the following price quotation proposals:

Apply-A-Line, Inc.	\$ 21,989.75
Stripe Rite, Inc.	\$ 22,839.42

Based on the price quotation proposals received, the lowest price quotation received was from Apply-A-Line, Inc. in the amount of twenty-one thousand nine hundred eighty-nine dollars and seventy-five cents (\$21,989.75).

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 \$30,000, Objective 12.

**RECOMMENDATION**

I recommend the Council authorize the award and execution of the contract for Pavement Markings on City Streets 2005 to Apply-A-Line, Inc., as the lowest responsible respondent, for their price quotation proposal amount of twenty-one thousand nine hundred eighty-nine dollars and seventy-five cents (\$21,989.75).

**CITY OF GIG HARBOR**  
**PAVEMENT MARKINGS ON CITY STREETS SPRING 2005**  
**CONTRACT**

THIS AGREEMENT, made and entered into in duplicate, 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 Apply-A-Line, 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 to complete the pavement markings on City streets, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Pavement Markings on City Streets" 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 "Price Quotation Proposal," the approximate sum of Twenty-One Thousand Nine Hundred Eighty-Nine dollars and Seventy-Five cents (\$21,989.75), subject to the actual quantity of work performed, at the time and in the manner, 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's Public Works Director, whichever is later. All physical contract work shall be completed within fifteen (15)-working days.
3. The Contractor agrees to pay the City the sum of \$218.00 per day for each and every day said 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: "Request for Price Quotation Proposals," "Price Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance 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 "2000 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.
6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.

7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed the day and year first herein above written:

CITY of GIG HARBOR:

CONTRACTOR:

Apply-A-Line  
106 Frontage Road North  
Pacific, WA 98047  
(253) 725-3282

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor  
City of Gig Harbor

\_\_\_\_\_  
Print Name: Michael L. Liestrom  
Print Title: President

ATTEST:

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

APPROVED FOR FORM:

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



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID BRERETON** *David*  
**DIRECTOR OF OPERATIONS**  
**SUBJECT: SKANSIE BROTHERS RESIDENCE - INVENTORY OF CONTENTS**  
**CONSULTANT SERVICES CONTRACT**  
**DATE: APRIL 11, 2005**

**INTRODUCTION/BACKGROUND**

The 2005 Parks Budget provides for inventorying the contents of the Skansie Brothers residence and identifying a proper storage facility for the archives and artifacts. The scope of work for this process includes the costs for the labor, supplies, and storage of the archives and artifacts in the Skansie Brothers residence which includes the removal of photographs, china, linens, papers, ledgers, furniture and personal artifacts; sort and list individual items; create accession records and catalog; scan and catalog photographs into a photograph collection; properly preserve and store the documents in archival sleeves, folders, and boxes for future displays; and prepare an off-site heated storage unit for furniture at the future Gig Harbor Peninsula Historical Society site.

The Gig Harbor Peninsula Historical Society was selected as the most qualified to perform the work. Their selection was based on their understanding of the work and extensive specialized experience.

Council approval of the Consultant Services Contract is requested.

**POLICY CONSIDERATIONS**

Gig Harbor Peninsula Historical Society meets all of the city's standard insurance provisions for professional services contracts.

**FISCAL CONSIDERATIONS**

This project is identified in the adopted 2005 Parks Budget is within the 2005 Parks Operating budgeted allocation of \$25,000, objective 2.

**RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Gig Harbor Peninsula Historical Society for consulting services for the inventory and collection of historical contents in an amount not to exceed twenty-two thousand three hundred twenty dollars and zero cents (\$22,320.00).



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GIG HARBOR HISTORICAL SOCIETY**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gig Harbor Historical Society, a corporation organized under the laws of the State of Washington located and doing business at 4218 Harborview Drive, P.O. Box 744, Gig Harbor, WA 98335 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in The Skansie Brothers inventory and preservation of contents and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 31, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty Two Thousand Three Hundred Twenty Dollars and No Cents (\$22,320.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by October 11, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

## VI. Discrimination

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

## VII. Indemnification

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

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

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

INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

### VIII. Insurance

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

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

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

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

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

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

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

### **IX. Exchange of Information**

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

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

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

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

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

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

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

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

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

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

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

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

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

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

### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:  
Gig Harbor Peninsula Historical Society  
ATTN:  
Jennifer Kilmer  
P.O. Box 744  
Gig Harbor, WA 98335-0744

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

#### **XVII. Assignment**

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

#### **XVIII. Modification**

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

#### **XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10 day of April, 2005.

CONSULTANT

CITY OF GIG HARBOR

By: [Signature]  
Its Principal

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

Notices to be sent to:  
Gig Harbor Peninsula Historical Society  
ATTN:  
Jennifer Kilmer  
P.O. Box 744  
Gig Harbor, WA 98335-0744

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

APPROVED AS TO FORM:

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

ATTEST:

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



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

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

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

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

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

(print or type name)

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

\_\_\_\_\_

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



## Exhibit A & B

**PROJECT:** Documenting, accessioning, and preserving the Skansie Brothers residence archives and artifacts

**CONTRACT:** Between Gig Harbor Peninsula Historical Society and the City of Gig Harbor

To: Dave Brereton, City of Gig Harbor

From: Vicki Blackwell, Collections Manager, Gig Harbor Peninsula Historical Society

Date: March 31, 2005

The following is a breakdown of costs for labor, supplies, and storage of the archives and artifacts in the Skansie brothers residence on Harborview Drive.

1) Preservation/conservation supplies

Includes document storage boxes, polyethylene bags, polyester document folders, ID tags, buffered tissue, deacidification spray, stainless steel paper clips, pigma pen, ID pen, file folders, various sized archive boxes

> Estimated cost: \$2,000

2) Accessioning specialists

Process:

- 1) Initial removal of photographs, china, linens, papers, ledgers, and personal artifacts from residence
- 2) sort and list individual items, create accession records
- 3) accession individual items and documents, enter into PastPerfect collections database
- 4) scan and catalog photographs into photograph collection
- 5) scan specific documents for database
- 6) treat documents and store at GHPHS in archival sleeves, folders, and boxes

4218 Harborview Drive  
PO Box 744  
Gig Harbor, WA  
98335-0744  
phone 253/858-6722  
fax 253/853-4211  
e-mail info@gigharbormuseum.org  
web www.gigharbormuseum.org

- 7) remove remaining personal and business documents from residence, process per steps 2-6 above
- 8) photograph individual furniture pieces going into collection storage
- 9) create accession records for each piece of furniture
- 10) mark accession numbers on furniture on site, send to storage
- 11) advise city of completion of project

> Estimated cost of accessioning personnel: equivalent of 2 people @ \$15/hour x 13 weeks (40 hrs/wk):  
\$16,000

3) Off-site heated storage for furniture

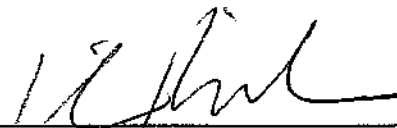
Includes one bedroom suite (head/foot board, chest, vanity), cedar chest, china bureau, dining room bureau, kitchen table, stool

> Heated storage unit, maximum size 10' x 20' @ \$144 x 30 months (based on timeframe for moving into new GPHS facility ready for collection storage) = \$4,320

Total costs outlined above:

Archive/collection/preservation supplies:	\$2,000
Archive personnel:	\$16,000
Storage:	\$4,320
<hr/>	
TOTAL estimate of costs:	\$22,320

**TOTAL CONTRACT NOT TO EXCEED: \$22,320**

  
\_\_\_\_\_  
Jennifer Kilmer  
Executive Director  
Gig Harbor Peninsula Historical Society

\_\_\_\_\_  
For City of Gig Harbor

Notes to Contract:

- 1) Contract does not include pre- or post-accessioning clean up and/or any disposal of items deemed non-collection. Contract is for collection and preservation of items selected for accessioning and preservation only.
- 2) Contract assumes City of Gig Harbor will be providing an accessioning room for project work.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID BRERETON** *DB*  
**DIRECTOR OF OPERATIONS**  
**SUBJECT: SKANSIE BROTHERS PARK**  
**AQUATIC LEASE SURVEY - CONSULTANT SERVICES CONTRACT**  
**DATE: APRIL 11, 2005**

**INTRODUCTION/BACKGROUND**

The City of Gig Harbor has submitted application to lease state-owned aquatic lands for the public use from Washington State Department of Natural Resources adjacent to the Skansie Brothers Park. A requirement of the application is to provide a record survey of the new lease area by a licensed surveyor.

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

The scope includes identifying the governments meander line, tide lines and the harbor lines. Prepare lease area legal descriptions and check for closure and record final drawing with the Pierce County Auditor.

**POLICY CONSIDERATIONS**

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

**FISCAL CONSIDERATIONS**

This project was not anticipated in the adopted 2005 Budget. However sufficient funds are available under professional services in the 2005 Park operating budget

**RECOMMENDATION**

I recommend that the Council authorize the execution of the Consultant Services Contract with PriZm Surveying, Inc. for survey work in the amount not to exceed Eight thousand One hundred and Fifty dollars and no cents (\$8,150.00).

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

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

**RECITALS**

WHEREAS, the City is presently engaged in the survey and mapping work for the Aquatic Lease Survey for D.N.R. Application No. 22-077216 and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 16, 2005 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eight Thousand One Hundred Fifty Dollars and No Cents (\$8,150.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 3, 2005; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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



## VIII. Insurance

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

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

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

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

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

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

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

## IX. Exchange of Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT  
Gary D. Letzring, P.L.S  
PriZm Surveying Inc.  
PO Box 110700  
Tacoma, Washington 98411  
(253) 404-0983

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

**XVII. Assignment**

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

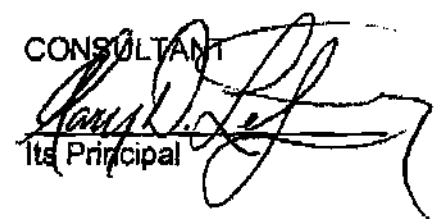
**XVIII. Modification**

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

**XIX. Entire Agreement**

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

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

CONSULTANT  
By:   
Its Principal

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

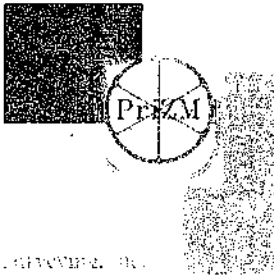
Dated: \_\_\_\_\_

\_\_\_\_\_

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

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

# EXHIBIT A



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

**A**  
Professional  
Land Surveyors

(253) 404-0983  
(253) 404-0984 fax  
[gletzring@prizmsurveying.com](mailto:gletzring@prizmsurveying.com) or [dpierce@prizmsurveying.com](mailto:dpierce@prizmsurveying.com)

Mr. David Brereton, Director of Operations  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

March 16, 2005

Re: Aquatic Lease Survey for D.N.R. Application No. 22-077216.

Dear Mr. Brereton,

PriZm Surveying is pleased to provide you with this proposal for Surveying Services. The following is our proposed scope of work.

### Task 1 – Aquatic Lease Survey:

1. Perform office research of the City of Gig Harbor's, Pierce County's and the Department of Natural Resources Records for relevant monumentation, Right of way, Tideland, Lease and Control surveys in the vicinity of the proposed lease area.
2. Perform a random field traverse survey locating relevant monumentation as recoverable through a diligent search.
3. Perform mathematical computations, and analyze the record boundaries, easements and restrictions as disclosed, which may benefit or burden those portions of the proposed lease area.
4. Field traverse and survey the property lines and proposed lease lines, locating all evidence of possession within 10 feet of said line locations. All Driveways, walks, buildings, bulkheads, docks and visible utility crossings across the subject area will also be located. Encroachments, if any, will be located; and noted on the final survey. The resolution of any possible encroachments is the responsibility of the owner.
5. Identify the Gov't meander line, tide lines and the harbor lines.
6. Prepare lease area legal descriptions and check for closure.
7. Reduce field notes, plot data obtained from the fieldwork, and prepare an AutoCAD drawing of the above at a convenient scale showing the data collected. Verify items required by DNR are shown or identified on the drawing. The RECORD OF SURVEY drawing will be reviewed and certified by a Professional Land Surveyor. Provide paper copies to the City of Gig Harbor for your review.
8. Make any corrections as desired by the City. Finalize the drawing for submittal with the Department of Natural Resources.
9. Make corrections, if any, as required by the DNR.
10. Record the final drawing with the Pierce County Auditor.

The estimated cost for Task 1 services is \$8,150.00.

**RECEIVED**

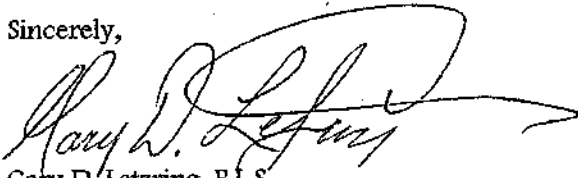
MAR 23 2005

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING



We look forward to working with you, and if you have any questions or comments regarding this proposal, please call me at (253) 404-0983.

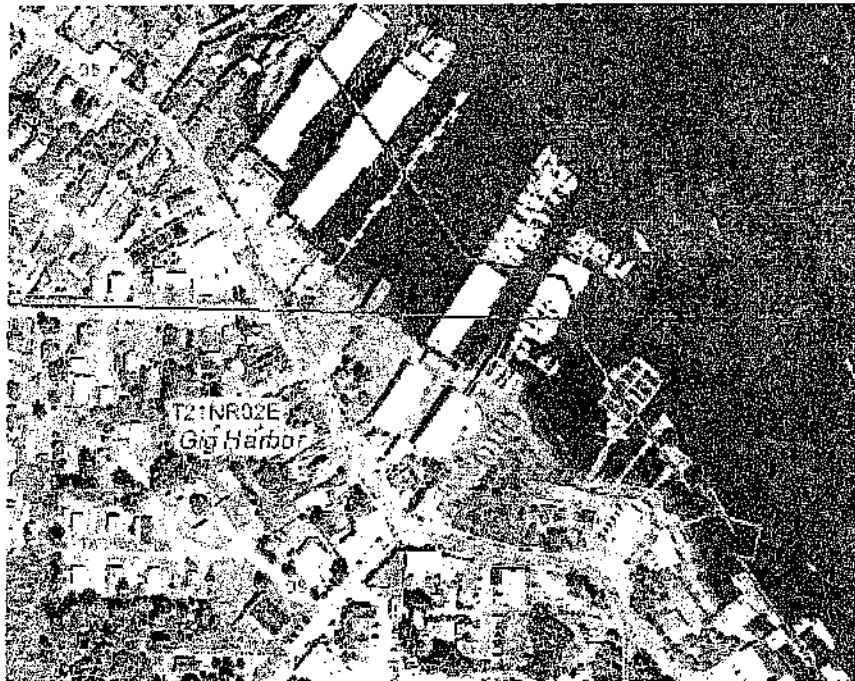
Sincerely,



Gary D. Letzring, P.L.S.

Member:

Land Surveyor's Association of Washington,  
National Society of Professional Land Surveyors,  
American Congress on Surveying and Mapping



**RECEIVED**

MAR 2 2005

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

CONSULTANT'S SALARY AND BILLING RATES  
PRIZM SURVEYING INC.

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

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

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

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

OR

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

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

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 4/04/05

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20050731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 ALBERTSON'S, INC.	ALBERTSON'S #406 11330 51ST AVE NW GIG HARBOR WA 98332 7890	083474	GROCERY STORE - BEER/WINE
2 MAD ANTHONY'S INCORPORATED	ANTHONY'S AT GIG HARBOR 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351502	SPIRITS/BR/WN REST LOUNGE + OFF PREMISES-PRIVATE LABEL WINE
3 HINDQUARTER II, INC.	TANGLEWOOD GRILL 3222 56TH ST GIG HARBOR WA 98335 1359	082991	SPIRITS/BR/WN REST LOUNGE -
4 JAPANESE CREATIVE CUISINE, INC	BISTRO SATSUMA 5315 PT FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE

APR 7 2005

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

TO: MAYOR OF GIG HARBOR

March 25, 2005

SPECIAL OCCASION # 092801

MAR 29 2005

PRISON PET PARTNERSHIP PROGRAM  
9601 BUJAUCH RD  
GIG HARBOR, WA 98335

DATE: MAY 14, 2005

TIME: 3 PM TO 10 PM

PLACE: BEST WESTERN WESLEY INN, 6575 KIMBALL DR, GIG HARBOR

CONTACT: HOLLY WOLEF 253-241-9403

SPECIAL OCCASION LICENSES

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

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

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

OPTIONAL CHECK LIST

EXPLANATION

LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

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

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



COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** STEVE OSGUTHORPE, AICP *SO*  
PLANNING MANAGER  
**SUBJECT:** SECOND READING OF ORDINANCE REGULATING  
LANDSCAPING AND BUILDING SIZES IN SELECT DISTRICTS  
IN THE HEIGHT RESTRICTION AREA PRIOR TO LIFTING THE  
BUILDING SIZE MORATORIUM  
**DATE:** APRIL 11, 2005

**INFORMATION/BACKGROUND**

This item was presented to the City Council as a first reading and public hearing on March 28, 2005. At that meeting, the staff noted that proposed Building Size Standards for the Waterfront Residential (WR) district were unintentionally excluded from the ordinance that was circulated for public review. The staff presented a corrected ordinance at the meeting and asked the Council to continue the public hearing to the April 11, 2005 meeting to allow the public to comment on the corrected ordinance. The Council concurred, and also, after considerable discussion following public testimony, directed the staff to redraft the ordinance as follows:

1. Exclude all proposed side yard landscaping standards but retain regulation of hedges in a manner consistent with fence regulations.
2. Include the originally proposed floor area ratios (FAR's) in the waterfront districts.
3. Have alternative ordinances that have two options for building sizes in the C-1 district: One ordinance imposing a 35,000 square-foot limit as recommended by the Planning Commission; and one ordinance imposing a 6,000 square-foot limit as originally proposed by the Joint Committee. The Council then asked the staff to contact the museum to find out what their plans were for developing their site, both in terms of size of development and timing of development.

In response to directive #3, the staff has drafted two ordinances reflecting two different building sizes: The attached draft "A" ordinance would impose a 35,000 square-foot limit in the Waterfront C-1 District; the draft "B" ordinance would impose a 6,000 square-foot limit in that district. Additionally, the staff contacted Jennifer Kilmer, who stated that the plans have not yet been fully developed, but that the museum was making plans for a building between 19,000 and 20,000 square feet. She further stated that they hoped to submit an application as soon as possible and concluded that the museum hopes to open in June 2007.

## **POLICY CONSIDERATIONS**

**A. Comprehensive Plan:** The City of Gig Harbor's Comprehensive Plan has the stated objectives to:

Develop guidelines which promote compatible development within designated areas. (Objective 3.13.2)

Consider standards which encourage building forms consistent with historic designs, (e.g., massing, roof styles and scale," (Objective 3.14.2));

Define and retain "small town" characteristics of Historic Business Districts. (Objective 3.15.1); and

Control vegetation to preserve significant views (Goal 3.18).

**B. Gig Harbor Municipal Code:** Chapter 17.99 was recently added to the Gig Harbor Municipal Code to incorporate the city's Design Manual into the Municipal Code. The Design Manual chapter specifies setbacks and height limits for all structures in areas encompassed by the proposed amendments, and also includes standards on building massing and design.

## **ENVIRONMENTAL REVIEW**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on this proposal on January 27, 2005. The comment deadline on the DNS was February 17, 2005. The DNS is now final.

## **PUBLIC NOTICE & INPUT**

Legal notice of the continued public hearing before the City Council was published in the Peninsula Gateway on April 7, 2005. As of the date of this report, no written public comments have been received on this proposal.

## **STAFF ANALYSIS**

The staff finds that the proposed amendments are generally consistent with adopted goals, policies and objectives in the city's Comprehensive Plan. The proposed footprint and building size limitations are based upon standards adopted in the city's Design Manual, which were based upon identified historic forms in the height restriction area. The only exception to this would be the building size limits proposed for the waterfront C-1 district in the draft "A" ordinance. The 35,000 square-foot limitation in the draft "A" ordinance, as proposed by the Planning Commission, was based upon the Commission's determination that the existing 65,000 square feet allowance is out of scale with the historic development patterns in this area and that their proposed 35,000

square feet is approximately half of what is currently allowed. However, it was never clearly determined why half of the current size limit should be the appropriate size, except that it achieves "diversity" in building sizes. It should be noted that a 35,000 square-foot building is larger than the BDR building that so many people complained about (which is approximately 30,000 square feet including the lower-level garage). The staff believes that a more detailed analysis should be conducted to support a 35,000 square-foot size along the waterfront.

**FISCAL IMPACTS**

There are no adverse fiscal impacts associated with this proposal.

**RECOMMENDATION**

The staff recommends that the Council adopt the draft "A" ordinance that imposes the 35,000 square-foot limitation in the Waterfront C-1 District.

FINAL DRAFT "A"

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING NEAR THE SHORELINE IN THE CITY'S HEIGHT RESTRICTION AREA, AMENDING SECTION 17.04.365 PERTAINING TO FLOOR AREA RATIOS; ADDING A NEW SECTION 17.04.409 DEFINING HABITABLE SPACE; ADDING A NEW SECTION 17.04.877 TO THE GIG HARBOR MUNICIPAL CODE (GHMC) DEFINING A WATERFRONT VIEW CORRIDOR FOR PURPOSES OF PROTECTING VIEWS FROM SPECIFIED PUBLIC RIGHTS OF WAY; ADOPTING A NEW SECTION 17.78.095 GHMC TO SUPPLEMENT LANDSCAPING STANDARDS IN THE WATERFRONT VIEW CORRIDOR; ADOPTING A NEW SECTION 17.04.408 GHMC DEFINING HEDGES; ADOPTING A NEW SECTION 17.31.075 GHMC ESTABLISHING BUILDING SIZE LIMITS IN THE DB DISTRICT; AMENDING GHMC SECTION 17.36.055 ESTABLISHING BUILDING SIZE LIMITS IN THE B-2 DISTRICTS LOCATED IN THE HEIGHT RESTRICTION AREA; AMENDING GHMC SECTION 17.40.055 TO REDUCE THE MAXIMUM BUILDING SIZE IN THE C-1 DISTRICT LOCATED IN THE HEIGHT RESTRICTION AREA; ADOPTING A NEW SECTION 17.40.057 ESTABLISHING A FLOOR AREA RATIO IN THE C-1 DISTRICT LOCATED IN THE HEIGHT RESTRICTION AREA; AMENDING SECTION 17.46.040 OF EXHIBIT "A" IN ORDINANCE 982 TO ESTABLISH A FLOOR AREA RATIO IN THE WR DISTRICT; ADOPTING A NEW SECTION 17.46.045 GHMC TO ESTABLISH BUILDING SIZE LIMITS IN THE WR DISTRICT; AMENDING GHMC SECTION 17.48.040 TO ESTABLISH A FLOOR AREA RATIO AND TO PROVIDE A SPACING REQUIREMENT BETWEEN STRUCTURES AND ELIMINATE REFERENCE TO GROSS FLOOR AREA LIMITS IN THE WM DISTRICT; ADDING A NEW SECTION 17.48.045 TO THE GIG HARBOR MUNICIPAL CODE TO REDEFINE BUILDING SIZE LIMITS IN THE WM DISTRICT; AMENDING SECTION 17.50.040 OF EXHIBIT "A" IN ORDINANCE 982 TO ESTABLISH FLOOR AREA RATIOS IN THE WC DISTRICT; ADOPTING A NEW SECTION 17.50.045 GHMC TO ESTABLISH MAXIMUM BUILDING SIZE LIMITS IN THE WC DISTRICT.

---



WHEREAS, a large portion of 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.

WHEREAS, 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

WHEREAS, the City of Gig Harbor's Comprehensive Plan has the stated objectives to:

Develop guidelines which promote compatible development within designated areas. (Objective 3.13.2)

Consider standards which encourage building forms consistent with historic designs, (e.g., massing, roof styles and scale," (Objective 3.14.2)

Define and retain "small town" characteristics of historic business districts. (Objective 3.15.1); and

WHEREAS, the City of Gig Harbor's Comprehensive Plan has the stated goal to "Control vegetation to preserve significant views" (Goal 3.18); and

WHEREAS, the City of Gig Harbor has received numerous complaints from the public regarding large buildings recently built in the height restriction area, which have been found by many members of the public to be out of scale and character with the historic development patterns in the height restriction area; and

WHEREAS, in response to the public outcry over large buildings and view impacts in the height restriction area, the City proceeded as follows:

1. The City hired a consultant – Perteet Engineering – to explore the economic impacts of limiting building sizes throughout the City;
3. Perteet Engineering conducted public meetings and interviewed stakeholders to solicit input on the building size issue in order to formulate draft findings pertaining to limiting building sizes;
4. Perteet Engineering conducted public hearings on proposed code amendments pertaining to building size limitations;
5. The public comments at the public meetings and hearings addressed other concerns in addition to building size, including view protection and vegetation control;
6. 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;

7. On September 13, 2004, the City Council passed Ordinance No. 968, which adopted findings and conclusions supporting the continued maintenance of the moratorium;
8. On November 8, 2004, the Gig Harbor City Council adopted ordinance 974 amending the City's Design Manual to, 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;
9. The City Council directed the Community Development Committee to discuss remaining and outstanding issues raised by the public at the public meetings and hearings and to draft recommendations for the full-council's consideration;
10. An outline of the Community Development Committee's proposed text amendments was presented to the City Council on January 10, 2004;
11. The City Council determined that additional time was 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;
12. The City Council passed ordinance No. 986 on January 10, 2005 extending the moratorium for an additional 90 days to allow time to proceed with the recommendations of the Community Development Committee, which the Council forwarded as a Council-initiated text amendment;
13. The City Council held a public hearing on the moratorium extension on February 14, 2005 pursuant to RCW 36.70A.390 and RCW 35A.63.220;
14. Joint worksessions between the City's Design Review Board and Planning Commission (hereafter referred to as the "joint committee) were held on February 10, 2005 and February 17, 2005 to consider the City Council's proposed text amendments. The joint committee discussed at length the importance of both view protection and retention of community character in terms of building size and building separation. The joint committee discussed existing view opportunities and reviewed information on existing building sizes in the historic district. The building size information considered by the joint committee provided information on the larger and more prominent buildings in the historic district, and the committee also considered the more numerous smaller buildings in the historic district. From the information provided, the joint committee determined that the Harbor Inn building located in WC district on Harborview Drive was representative of the average historic commercial building in terms of its footprint size (approximately 3000 square feet) and square footage as seen from the street level (approximately 6,000 square feet), and that the slope of the land in the WC district made possible additional and less visible square footage in a basement level of the Harbor Inn. The joint committee recognized that there were differences in the historic development patterns of each district located near or abutting the shoreline. The joint committee further recognized that the C-1 district abutting the shoreline was recently purchased by the Gig Harbor Historical Society, which has plans to develop a museum on the site that would be larger than the size limitations proposed by the City Council. The joint

committee therefore determined that there should be no changes to the 65,000 square-foot building size limit in this district at this time. Additionally, the joint committee determined that in addition to the building size limits, existing setback provisions were sufficient to provide viewing opportunities from Harborview Drive and North Harborview Drive and no additional restrictions in setbacks or floor area restrictions (i.e., floor area ratio provisions) should be imposed. Finally, the joint committee determined that vegetation limitations along the shoreline would be difficult to administer.

15. The Planning Commission held a public hearing on the proposed text amendments on March 3, 2005 and after the hearing made a final recommendation to the City Council. As part of their recommendation, and in response to public input, the Planning Commission concurred with the recommendation of the joint committee but determined that vegetation restrictions were important to the protection of views and that the building size limit in the C-1 zone should be reduced be approximately half (35,000 square feet) in order to be closer in line with the smaller building size limitations imposed elsewhere in near the shoreline; and

WHEREAS, the City of Gig Harbor desires to preserve and perpetuate the small scale of structures in the DB district that directly abuts waterfront districts; and

WHEREAS, the City of Gig Harbor desires to protect views of the harbor along the Harborview Drive and North Harborview Drive public rights-of-way for public enjoyment; and

WHEREAS, expansive building footprints and associated expansive and continuous roof forms can result in significant obstructions to views of the harbor as seen from Harborview Drive and North Harborview Drive public rights-of-way; and

WHEREAS, structures contained to smaller footprints require smaller, less expansive roof planes than more expansive footprint structures require and therefore have less impacts on views over the tops of structures; and

WHEREAS, limiting total floor area to a size that would be similar to the building size achievable by limiting the footprint size may result in a building with a wider footprint and a more expansive roof plane, but it would in that case result in a building of a lower height, thereby providing alternate but similarly effective ways of protecting views from Harborview Drive and North Harborview Drive; and

WHEREAS, views opportunities potentially created by required setbacks of structures can be impacted or lost as a result of fences and vegetation placed within view corridors; and

WHEREAS, 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; and

WHEREAS, the City Council has proposed amendments that are intended to protect views of the water from Harborview Drive and North Harborview Drive public rights-of-way by establishing said rights-of-way as a public waterfront view corridor and by limiting the amount of new vegetation that may limit views in said view corridor and by maintaining the small scale structures that characterize the historic structures in and near said corridor, which are also located in the City's historic district; and

WHEREAS, the City Council agrees with the joint committee's determination that in order to balance the need to protect and retain public views of the harbor with the need to retain the historic development patterns within the view basin, it is necessary to vary the building size and separation requirements among the various districts near or abutting the shoreline, which includes the DB, WC, WR, WM, B-2 and C-1 districts abutting Harborview Drive and/or North Harborview Drive. Specifically, the Council finds that:

(a) The historic development pattern of the DB district includes small scaled buildings with little nor no separation between them (typical of most historic downtowns) and the visible portion of the Harbor Inn building as seen from the street (approximately 6,000 square feet) is an appropriate scale of building for the DB district;

(b) The historic development pattern of the WC district along North Harborview Drive in the Finholm Market area is also characterized by small scale buildings with little or no separation between them;

(c) The Harbor Inn building located in the WC district on Harborview Drive is representative of the historic structures in both the WC and DB district, but the slope of the land in the WC district makes it possible to have more square footage than structures in the DB district because the WC district's sloped topography provides opportunity for a basement level that would be largely unseen from the street level. Therefore, limiting the footprint of the building in the WC district as opposed to limiting the total square footage (as in the DB district) will provide opportunity for buildings at least as large as the 6,000 square foot buildings located across the street in the DB district, and for potentially larger buildings that would nonetheless be in scale with smaller 6,000 square foot buildings in the DB district, which has a generally level topography that does readily facilitate a basement level.

(d) Unlike the WC district located in the Finholm Market Area, the WC districts lying both north of the Stinson/Harborview Drive intersection and across the street from the DB district are not characterized by structures with no separation between them. Existing development patterns included wide areas of separation between structures. Because there is no historic development patterns of connected structures in these locations, and because existing

development in these areas now provide some viewing opportunities between structures, it is appropriate to limit buildings in these areas to a size that respects the historic building sizes of the shoreline, but that also provides opportunity for views between structures.

(e) The WM and WR districts are characterized by smaller-scaled homes and neighborhood businesses than are found in the DB, WC, B-2 and C-1 districts in the view basin. The Council's initially proposed footprint limitations would ensure protection of both views and architectural character of WM and WR districts, but may be burdensome to businesses that require more square footage on a single level than 2000 square feet. A 2,000 square foot footprint along with the Basic Structure Unit allowance defined in the City's Design Manual would allow a building of approximately 3000 – 3,500 square feet of total space – depending on topography and the opportunity for a daylight basement, but only 2,000 square feet of floor area would be possible on a single level. Accordingly, both a 3,500 square-foot floor area maximum or a 2,000 square foot footprint limitation would be appropriate for both protecting views and retaining an appropriate scale of building for these districts. Moreover, it makes sense to allow the property owner to choose between these two options because it will allow the owner to consider topographic advantages when determining how to develop his or her property.

WHEREAS, the proposed text amendments are consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed text amendment on January 27, 2005 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 January 27, 2005, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 3, 2005, and made a recommendation of approval to the City Council, subject to amendments recommended by the Planning Commission as incorporated herein; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of \_\_\_\_\_, 2005; Now, Therefore,

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

Section 1. Section 17.04.365 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.04.365 Floor area ratio (FAR).**

~~“Floor area ratio” is a proportional allowance which a building may use for maximum floor area based upon the area of the lot or parcel. The intent of floor area ratios is to minimize the mass, scale and bulk of a structure on a parcel and adjacent parcels while providing sufficient open space, solar access and view opportunities. the total floor area of all structures on a single lot or site as a proportion of the total lot or site area lying upland of the ordinary high water mark. For example, a 0.25 FAR allows 0.25 square feet of floor area for every square foot of lot area lying upland of the ordinary high water mark. Total floor area shall include each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height 5 feet or greater, including garages, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and canopies, but excluding eave overhangs open carports, decks, and porches which are incidental and secondary extensions of a fully enclosed structure (Ord. 703 § 10, 1996).~~

Section 2. A new Section 17.04.409 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

**17.04.409 Habitable space.**

“Habitable space” shall mean: a space in a building for living, sleeping, eating or cooking, and shall also include bathrooms, toilet rooms, closets, halls, storage rooms and utility rooms. Habitable space does not include attic areas that have no floors or finished interior walls.

Section 3. A new section 17.04.877 of the Gig Harbor Municipal Code is hereby adopted, to read as follows:

**17.04.877 Waterfront View Corridor**

“Waterfront view corridor includes all parcels located between the shoreline of Gig Harbor bay and either Harborview Drive or North Harborview Drive, excluding parcels located north of or abutting Rust Street (originally named Walnut Street) as shown on the original Artna Addition plat recorded on August 23, 1890.

Section 4. A new section 17.78.095 of the Gig Harbor Municipal Code is hereby adopted, to read as follows:

**17.78.095 Waterfront View Corridor Landscaping**

Within the Waterfront View Corridor, hedges shall conform to the height limits for fences defined in Chapter 17.99.

Section 5. A new Section 17.04.408 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.04.408 Hedge.

"Hedge" is a row of closely planted shrubs, bushes, or trees aligned in a linear fashion forming a screen, fence, or boundary.

Section 6. A new Section 17.31.075 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.31.075 Maximum gross floor area

In the DB district, the maximum gross floor area per building is 6,000 square feet. Multiple buildings on the same site shall be separated by a non-penetrated fire wall as defined in the International Fire Code except that a single 6-foot opening in the firewall separating structures is permissible provided that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site.)

Section 7. Section 17.36.055 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.36.055 Maximum gross floor area

The maximum gross floor area per commercial structure is 35,000 square feet, ~~except that in~~ with the following exceptions:

1. In the Olympic Village Activity Center and the Westside General Business (B-2) district the maximum gross floor area per commercial structure is 65,000 square feet.
2. In the B-2 district abutting North Harborview Drive (the area commonly known as Finholm Market) the maximum gross floor area per building is 6,000 square feet. Multiple buildings on the same site shall be separated by a non-penetrated fire wall as defined in the International Fire Code except that a single 6-foot opening in the firewall separating structures is permissible provided that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site.)
3. In the B-2 district near the intersection of Harborview Drive and North Harborview Drive (the intersection commonly known as Borgen's Corner), the maximum gross floor area per building is 6,000 square feet with a minimum separation of 20 feet between buildings.

Section 8. Section 17.40.055 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.055 Maximum gross floor area

The maximum gross floor area per commercial structure is 65,000 square feet, except that in the C-1 district abutting Harborview Drive the maximum gross floor area per building is 35,000 square feet with a minimum separation of 20 feet between buildings.

Section 9. A new Section 17.40.057 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.40.057 Maximum floor area ratio

In the C-1 district abutting Harborview Drive and North Harborview Drive, the maximum floor area ratio shall be 0.25.

Section 10. Section 17.46.040 of Exhibit A in Ordinance 982, is hereby amended to read as follows:

**17.46.040 Development standards.**

A minimum lot area for new subdivisions is not specified. The minimum lot requirements are as follows:

	Single-Family	Duplex	Nonresidential
A. Minimum lot area (sq. ft.) <sup>1</sup>	7,000	14,000	12,000
B. Minimum lot width	70'	50'	50'
C. Minimum front yard <sup>2</sup>	20'	20'	20'
D. Minimum side yard	10'	10'	10'
E. Minimum rear yard	25'	25'	25'
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	40%	45%	50%
H. Density <sup>3</sup>	4 dwelling units per acre		
I. <u>Maximum floor area ratio (FAR)</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup>In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors.

<sup>3</sup>Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned residential district.

(Ord. 725 § 3, 1996; Ord. 710 § 52, 1996; Ord. 598 § 3, 1991; Ord. 573 § 2, 1990).



Section 11. A new Section 17.46.045 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

**17.46.045 Maximum building size.**

Each structure in the WR district shall be limited in size according to one of the following options:

A. 3,500 square feet total size, including each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height of 5 feet or greater, and including garages, carports, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and gazebos which are not incidental and secondary extensions of fully enclosed structures, but excluding covered decks and porches; or

B. A total footprint of 2000 square feet, which may be extended to accommodate a front porch or colonnade. The building footprint shall be measured from the outside edge of all exterior walls (including walls on cantilevered projections), posts, and columns, and shall not include eave overhangs of up to 24 inches or uncovered decks of up to 60 inches above grade. Within this footprint, all structures, including non-residential, are eligible for the height and massing allowed for Basic Structure Units (BSU's) as described under Section 3.14.02(1)(b) of chapter 17.99 GHMC.

Section 12. Section 17.48.040 of Exhibit A in Ordinance 982, is hereby amended to read as follows:

**17.48.040 Development standards.**

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-family Dwelling	Attached up to 4 units	Non-residential
A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>	20'	20'	20'
D. Minimum side yard	8'	10'	10'
E. Minimum rear yard	25'	25'	25'
F. Minimum yard abutting tidelands	0'	0'	0'

G. Maximum site impervious coverage	50%	55%	70%
H. Density	4 dwelling units per acre		
I. Maximum gross floor area	N/A	N/A	3,500 sq. ft. per lot
I. Maximum floor area ratio (FAR)	0.25	0.25	0.25
J. Separation between structures	20'	20'	20'

Section 13. A new Section 17.48.045 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

**17.48.045 Maximum building size.**

Each structure in the WM district shall be limited in size according to one of the following options:

A. 3,500 square feet total size, including each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height of 5 feet or greater, and including garages, carports, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and gazebos which are not incidental and secondary extensions of fully enclosed structures, but excluding covered decks and porches; or

B. A total footprint of 2000 square feet, which may be extended to accommodate a front porch or colonnade. The building footprint shall be measured from the outside edge of all exterior walls (including walls on cantilevered projections), posts, and columns, and shall not include eave overhangs of up to 24 inches or uncovered decks of up to 60 inches above grade. Within this footprint, all structures, including non-residential or multifamily structures, are eligible for the height and massing allowed for Basic Structure Units (BSU's) as described under Section 3.14.02(1)(b) of Chapter 17.99 GHMC.

Section 14. Section 17.50.040 of Exhibit A in Ordinance 982, is hereby amended to read as follows:

**17.50.040 Development standards.**

In a waterfront commercial district, the minimum development requirements are as follows:

	Single-Family Dwelling	Attached up to 4 units	Non-residential
A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'

C. Minimum front yard <sup>2</sup>	20'	20'	20'
D. Minimum side yard	8'	10'	10'
E. Minimum rear yard	25'	25'	25'
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density	4 dwelling units per acre		
I. <u>Maximum floor area ratio (FAR)</u>	0.25	0.25	0.25

Section 15. A new Section 17.50.045 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

**17.50.045 Maximum building size**

Each structure in the WC district shall be limited in size as follows:

1. In the WC district abutting the DB (downtown business) district, the maximum building footprint is 3000 square feet. Multiple buildings on the same site shall have a minimum 20-foot separation between structures.
2. In the WC district abutting North Harborview Drive (the area commonly known as Finholm Market) the maximum building footprint is 3000 square feet. Multiple buildings on the same site shall be separated by a non-penetrated fire wall as defined in the International Fire Code except that a single 6-foot opening in the firewall separating structures is permissible provided that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site.)
3. In the WC district abutting Harborview Drive and lying north of the Stinson/Harborview Drive intersection (the area commonly known as Murphy's Landing), the maximum building footprint is 3000 square feet. Multiple buildings on the same site shall have a minimum 20-foot separation between structures.

Section 16. 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 17. 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: \_\_\_\_\_

FINAL DRAFT "B"

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING NEAR THE SHORELINE IN THE CITY'S HEIGHT RESTRICTION AREA, AMENDING SECTION 17.04.365 PERTAINING TO FLOOR AREA RATIOS; ADDING A NEW SECTION 17.04.409 DEFINING HABITABLE SPACE; ADDING A NEW SECTION 17.04.877 TO THE GIG HARBOR MUNICIPAL CODE (GHMC) DEFINING A WATERFRONT VIEW CORRIDOR FOR PURPOSES OF PROTECTING VIEWS FROM SPECIFIED PUBLIC RIGHTS OF WAY; ADOPTING A NEW SECTION 17.78.095 GHMC TO SUPPLEMENT LANDSCAPING STANDARDS IN THE WATERFRONT VIEW CORRIDOR; ADOPTING A NEW SECTION 17.04.408 GHMC DEFINING HEDGES; ADOPTING A NEW SECTION 17.31.075 GHMC ESTABLISHING BUILDING SIZE LIMITS IN THE DB DISTRICT; AMENDING GHMC SECTION 17.36.055 ESTABLISHING BUILDING SIZE LIMITS IN THE B-2 DISTRICTS LOCATED IN THE HEIGHT RESTRICTION AREA; AMENDING GHMC SECTION 17.40.055 TO REDUCE THE MAXIMUM BUILDING SIZE IN THE C-1 DISTRICT LOCATED IN THE HEIGHT RESTRICTION AREA; ADOPTING A NEW SECTION 17.40.057 ESTABLISHING A FLOOR AREA RATIO IN THE C-1 DISTRICT LOCATED IN THE HEIGHT RESTRICTION AREA; AMENDING SECTION 17.46.040 OF EXHIBIT "A" IN ORDINANCE 982 TO ESTABLISH A FLOOR AREA RATIO IN THE WR DISTRICT; ADOPTING A NEW SECTION 17.46.045 GHMC TO ESTABLISH BUILDING SIZE LIMITS IN THE WR DISTRICT; AMENDING GHMC SECTION 17.48.040 TO ESTABLISH A FLOOR AREA RATIO AND TO PROVIDE A SPACING REQUIREMENT BETWEEN STRUCTURES AND ELIMINATE REFERENCE TO GROSS FLOOR AREA LIMITS IN THE WM DISTRICT; ADDING A NEW SECTION 17.48.045 TO THE GIG HARBOR MUNICIPAL CODE TO REDEFINE BUILDING SIZE LIMITS IN THE WM DISTRICT; AMENDING SECTION 17.50.040 OF EXHIBIT "A" IN ORDINANCE 982 TO ESTABLISH FLOOR AREA RATIOS IN THE WC DISTRICT; ADOPTING A NEW SECTION 17.50.045 GHMC TO ESTABLISH MAXIMUM BUILDING SIZE LIMITS IN THE WC DISTRICT.

---

WHEREAS, a large portion of 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.

WHEREAS, 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

WHEREAS, the City of Gig Harbor's Comprehensive Plan has the stated objectives to:

Develop guidelines which promote compatible development within designated areas. (Objective 3.13.2)

Consider standards which encourage building forms consistent with historic designs, (e.g., massing, roof styles and scale," (Objective 3.14.2)

Define and retain "small town" characteristics of historic business districts. (Objective 3.15.1); and

WHEREAS, the City of Gig Harbor's Comprehensive Plan has the stated goal to "Control vegetation to preserve significant views" (Goal 3.18); and

WHEREAS, the City of Gig Harbor has received numerous complaints from the public regarding large buildings recently built in the height restriction area, which have been found by many members of the public to be out of scale and character with the historic development patterns in the height restriction area; and

WHEREAS, in response to the public outcry over large buildings and view impacts in the height restriction area, the City proceeded as follows:

1. The City hired a consultant – Perteet Engineering – to explore the economic impacts of limiting building sizes throughout the City;
3. Perteet Engineering conducted public meetings and interviewed stakeholders to solicit input on the building size issue in order to formulate draft findings pertaining to limiting building sizes;
4. Perteet Engineering conducted public hearings on proposed code amendments pertaining to building size limitations;
5. The public comments at the public meetings and hearings addressed other concerns in addition to building size, including view protection and vegetation control;
6. 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;

7. On September 13, 2004, the City Council passed Ordinance No. 968, which adopted findings and conclusions supporting the continued maintenance of the moratorium;
8. On November 8, 2004, the Gig Harbor City Council adopted ordinance 974 amending the City's Design Manual to, 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;
9. The City Council directed the Community Development Committee to discuss remaining and outstanding issues raised by the public at the public meetings and hearings and to draft recommendations for the full-council's consideration;
10. An outline of the Community Development Committee's proposed text amendments was presented to the City Council on January 10, 2004;
11. The City Council determined that additional time was 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;
12. The City Council passed ordinance No. 986 on January 10, 2005 extending the moratorium for an additional 90 days to allow time to proceed with the recommendations of the Community Development Committee, which the Council forwarded as a Council-initiated text amendment;
13. The City Council held a public hearing on the moratorium extension on February 14, 2005 pursuant to RCW 36.70A.390 and RCW 35A.63.220;
14. Joint worksessions between the City's Design Review Board and Planning Commission (hereafter referred to as the "joint committee") were held on February 10, 2005 and February 17, 2005 to consider the City Council's proposed text amendments. The joint committee discussed at length the importance of both view protection and retention of community character in terms of building size and building separation. The joint committee discussed existing view opportunities and reviewed information on existing building sizes in the historic district. The building size information considered by the joint committee provided information on the larger and more prominent buildings in the historic district, and the committee also considered the more numerous smaller buildings in the historic district. From the information provided, the joint committee determined that the Harbor Inn building located in WC district on Harborview Drive was representative of the average historic commercial building in terms of its footprint size (approximately 3000 square feet) and square footage as seen from the street level (approximately 6,000 square feet), and that the slope of the land in the WC district made possible additional and less visible square footage in a basement level of the Harbor Inn. The joint committee recognized that there were differences in the historic development patterns of each district located near or abutting the shoreline. The joint committee further recognized that the C-1 district abutting the shoreline was recently purchased by the Gig Harbor Historical Society, which has plans to develop a museum on the site that would be larger than the size limitations proposed by the City Council. The joint

committee therefore determined that there should be no changes to the 65,000 square-foot building size limit in this district at this time. Additionally, the joint committee determined that in addition to the building size limits, existing setback provisions were sufficient to provide viewing opportunities from Harborview Drive and North Harborview Drive and no additional restrictions in setbacks or floor area restrictions (i.e., floor area ratio provisions) should be imposed. Finally, the joint committee determined that vegetation limitations along the shoreline would be difficult to administer.

15. The Planning Commission held a public hearing on the proposed text amendments on March 3, 2005 and after the hearing made a final recommendation to the City Council. As part of their recommendation, and in response to public input, the Planning Commission concurred with the recommendation of the joint committee but determined that vegetation restrictions were important to the protection of views and that the building size limit in the C-1 zone should be reduced be approximately half (35,000 square feet) in order to be closer in line with the smaller building size limitations imposed elsewhere in near the shoreline; and

WHEREAS, the City of Gig Harbor desires to preserve and perpetuate the small scale of structures in the DB district that directly abuts waterfront districts; and

WHEREAS, the City of Gig Harbor desires to protect views of the harbor along the Harborview Drive and North Harborview Drive public rights-of-way for public enjoyment; and

WHEREAS, expansive building footprints and associated expansive and continuous roof forms can result in significant obstructions to views of the harbor as seen from Harborview Drive and North Harborview Drive public rights-of-way; and

WHEREAS, structures contained to smaller footprints require smaller, less expansive roof planes than more expansive footprint structures require and therefore have less impacts on views over the tops of structures; and

WHEREAS, limiting total floor area to a size that would be similar to the building size achievable by limiting the footprint size may result in a building with a wider footprint and a more expansive roof plane, but it would in that case result in a building of a lower height, thereby providing alternate but similarly effective ways of protecting views from Harborview Drive and North Harborview Drive; and

WHEREAS, views opportunities potentially created by required setbacks of structures can be impacted or lost as a result of fences and vegetation placed within view corridors; and



WHEREAS, 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; and

WHEREAS, the City Council has proposed amendments that are intended to protect views of the water from Harborview Drive and North Harborview Drive public rights-of-way by establishing said rights-of-way as a public waterfront view corridor and by limiting the amount of new vegetation that may limit views in said view corridor and by maintaining the small scale structures that characterize the historic structures in and near said corridor, which are also located in the City's historic district; and

WHEREAS, the City Council agrees with the joint committee's determination that in order to balance the need to protect and retain public views of the harbor with the need to retain the historic development patterns within the view basin, it is necessary to vary the building size and separation requirements among the various districts near or abutting the shoreline, which includes the DB, WC, WR, WM, B-2 and C-1 districts abutting Harborview Drive and/or North Harborview Drive. Specifically, the Council finds that:

(a) The historic development pattern of the DB district includes small scaled buildings with little or no separation between them (typical of most historic downtowns) and the visible portion of the Harbor Inn building as seen from the street (approximately 6,000 square feet) is an appropriate scale of building for the DB district;

(b) The historic development pattern of the WC district along North Harborview Drive in the Finholm Market area is also characterized by small scale buildings with little or no separation between them;

(c) The Harbor Inn building located in the WC district on Harborview Drive is representative of the historic structures in both the WC and DB district, but the slope of the land in the WC district makes it possible to have more square footage than structures in the DB district because the WC district's sloped topography provides opportunity for a basement level that would be largely unseen from the street level. Therefore, limiting the footprint of the building in the WC district as opposed to limiting the total square footage (as in the DB district) will provide opportunity for buildings at least as large as the 6,000 square foot buildings located across the street in the DB district, and for potentially larger buildings that would nonetheless be in scale with smaller 6,000 square foot buildings in the DB district, which has a generally level topography that does readily facilitate a basement level.

(d) Unlike the WC district located in the Finholm Market Area, the WC districts lying both north of the Stinson/Harborview Drive intersection and across the street from the DB district are not characterized by structures with no separation between them. Existing development patterns included wide areas of separation between structures. Because there is no historic development patterns of connected structures in these locations, and because existing

development in these areas now provide some viewing opportunities between structures, it is appropriate to limit buildings in these areas to a size that respects the historic building sizes of the shoreline, but that also provides opportunity for views between structures.

(e) The WM and WR districts are characterized by smaller-scaled homes and neighborhood businesses than are found in the DB, WC, B-2 and C-1 districts in the view basin. The Council's initially proposed footprint limitations would ensure protection of both views and architectural character of WM and WR districts, but may be burdensome to businesses that require more square footage on a single level than 2000 square feet. A 2,000 square foot footprint along with the Basic Structure Unit allowance defined in the City's Design Manual would allow a building of approximately 3000 – 3,500 square feet of total space – depending on topography and the opportunity for a daylight basement, but only 2,000 square feet of floor area would be possible on a single level. Accordingly, both a 3,500 square-foot floor area maximum or a 2,000 square foot footprint limitation would be appropriate for both protecting views and retaining an appropriate scale of building for these districts. Moreover, it makes sense to allow the property owner to choose between these two options because it will allow the owner to consider topographic advantages when determining how to develop his or her property.

WHEREAS, the proposed text amendments are consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed text amendment on January 27, 2005 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 January 27, 2005, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 3, 2005, and made a recommendation of approval to the City Council, subject to amendments recommended by the Planning Commission as incorporated herein; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of \_\_\_\_\_, 2005; Now, Therefore,

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

Section 1. Section 17.04.365 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.04.365 Floor area ratio (FAR).**

~~"Floor area ratio" is a proportional allowance which a building may use for maximum floor area based upon the area of the lot or parcel. The intent of floor area ratios is to minimize the mass, scale and bulk of a structure on a parcel and adjacent parcels while providing sufficient open space, solar access and view opportunities.~~ the total floor area of all structures on a single lot or site as a proportion of the total lot or site area lying upland of the ordinary high water mark. For example, a 0.25 FAR allows 0.25 square feet of floor area for every square foot of lot area lying upland of the ordinary high water mark. Total floor area shall include each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height 5 feet or greater, including garages, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and canopies, but excluding eave overhangs open carports, decks, and porches which are incidental and secondary extensions of a fully enclosed structure (Ord. 703 § 10, 1996).

Section 2. A new Section 17.04.409 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

**17.04.409 Habitable space.**

"Habitable space" shall mean: a space in a building for living, sleeping, eating or cooking, and shall also include bathrooms, toilet rooms, closets, halls, storage rooms and utility rooms. Habitable space does not include attic areas that have no floors or finished interior walls.

Section 3. A new section 17.04.877 of the Gig Harbor Municipal Code is hereby adopted, to read as follows:

**17.04.877 Waterfront View Corridor**

"Waterfront view corridor includes all parcels located between the shoreline of Gig Harbor bay and either Harborview Drive or North Harborview Drive, excluding parcels located north of or abutting Rust Street (originally named Walnut Street) as shown on the original Ardena Addition plat recorded on August 23, 1890.

Section 4. A new section 17.78.095 of the Gig Harbor Municipal Code is hereby adopted, to read as follows:

**17.78.095 Waterfront View Corridor Landscaping**

Within the Waterfront View Corridor, hedges shall conform to the height limits for fences defined in Chapter 17.99.

Section 5. A new Section 17.04.408 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.04.408 Hedge.

"Hedge" is a row of closely planted shrubs, bushes, or trees aligned in a linear fashion forming a screen, fence, or boundary.

Section 6. A new Section 17.31.075 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.31.075 Maximum gross floor area

In the DB district, the maximum gross floor area per building is 6,000 square feet. Multiple buildings on the same site shall be separated by a non-penetrated fire wall as defined in the International Fire Code except that a single 6-foot opening in the firewall separating structures is permissible provided that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site.)

Section 7. Section 17.36.055 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.36.055 Maximum gross floor area

The maximum gross floor area per commercial structure is 35,000 square feet, ~~except that in~~ with the following exceptions:

1. In the Olympic Village Activity Center and the Westside General Business (B-2) district the maximum gross floor area per commercial structure is 65,000 square feet.
2. In the B-2 district abutting North Harborview Drive (the area commonly known as Finholm Market) the maximum gross floor area per building is 6,000 square feet. Multiple buildings on the same site shall be separated by a non-penetrated fire wall as defined in the International Fire Code except that a single 6-foot opening in the firewall separating structures is permissible provided that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site.)
3. In the B-2 district near the intersection of Harborview Drive and North Harborview Drive (the intersection commonly known as Borgen's Corner), the maximum gross floor area per building is 6,000 square feet with a minimum separation of 20 feet between buildings.

Section 8. Section 17.40.055 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.40.055 Maximum gross floor area**

The maximum gross floor area per commercial structure is 65,000 square feet, except that in the C-1 district abutting Harborview Drive the maximum gross floor area per building is 6,000 square feet with a minimum separation of 20 feet between buildings.

Section 9. A new Section 17.40.057 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

**17.40.057 Maximum floor area ratio**

In the C-1 district abutting Harborview Drive and North Harborview Drive, the maximum floor area ratio shall be 0.25.

Section 10. Section 17.46.040 of Exhibit A in Ordinance 982, is hereby amended to read as follows:

**17.46.040 Development standards.**

A minimum lot area for new subdivisions is not specified. The minimum lot requirements are as follows:

	Single-Family	Duplex	Nonresidential
A. Minimum lot area (sq. ft.) <sup>1</sup>	7,000	14,000	12,000
B. Minimum lot width	70'	50'	50'
C. Minimum front yard <sup>2</sup>	20'	20'	20'
D. Minimum side yard	10'	10'	10'
E. Minimum rear yard	25'	25'	25'
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	40%	45%	50%
H. Density <sup>3</sup>	4 dwelling units per acre		
I. <u>Maximum floor area ratio (FAR)</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup>In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors.

<sup>3</sup>Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned residential district.

(Ord. 725 § 3, 1996; Ord. 710 § 52, 1996; Ord. 598 § 3, 1991; Ord. 573 § 2, 1990).

Section 11. A new Section 17.46.045 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

**17.46.045 Maximum building size.**

Each structure in the WR district shall be limited in size according to one of the following options:

A. 3,500 square feet total size, including each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height of 5 feet or greater, and including garages, carports, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and gazebos which are not incidental and secondary extensions of fully enclosed structures, but excluding covered decks and porches; or

B. A total footprint of 2000 square feet, which may be extended to accommodate a front porch or colonnade. The building footprint shall be measured from the outside edge of all exterior walls (including walls on cantilevered projections), posts, and columns, and shall not include eave overhangs of up to 24 inches or uncovered decks of up to 60 inches above grade. Within this footprint, all structures, including non-residential, are eligible for the height and massing allowed for Basic Structure Units (BSU's) as described under Section 3.14.02(1)(b) of chapter 17.99 GHMC.

Section 12. Section 17.48.040 of Exhibit A in Ordinance 982, is hereby amended to read as follows:

**17.48.040 Development standards.**

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-family Dwelling	Attached up to 4 units	Non-residential
A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>	20'	20'	20'
D. Minimum side yard	8'	10'	10'
E. Minimum rear yard	25'	25'	25'

F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density	4 dwelling units per acre		
I. Maximum gross floor area	N/A	N/A	3,500 sq. ft. per lot
J. Maximum floor area ratio (FAR)	0.25	0.25	0.25
J. Separation between structures	20'	20'	20'

Section 13. A new Section 17.48.045 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

**17.48.045 Maximum building size.**

Each structure in the WM district shall be limited in size according to one of the following options:

A. 3,500 square feet total size, including each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height of 5 feet or greater, and including garages, carports, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and gazebos which are not incidental and secondary extensions of fully enclosed structures, but excluding covered decks and porches; or

B. A total footprint of 2000 square feet, which may be extended to accommodate a front porch or colonnade. The building footprint shall be measured from the outside edge of all exterior walls (including walls on cantilevered projections), posts, and columns, and shall not include eave overhangs of up to 24 inches or uncovered decks of up to 60 inches above grade. Within this footprint, all structures, including non-residential or multifamily structures, are eligible for the height and massing allowed for Basic Structure Units (BSU's) as described under Section 3.14.02(1)(b) of Chapter 17.99 GHMC.

Section 14. Section 17.50.040 of Exhibit A in Ordinance 982, is hereby amended to read as follows:

**17.50.040 Development standards.**

In a waterfront commercial district, the minimum development requirements are as follows:

Single-Family Dwelling	Attached up to 4 units	Non-residential
------------------------	------------------------	-----------------

A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>	20'	20'	20'
D. Minimum side yard	8'	10'	10'
E. Minimum rear yard	25'	25'	25'
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density	4 dwelling units per acre		
I. Maximum floor area ratio (FAR)	0.25	0.25	0.25

Section 15. A new Section 17.50.045 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

**17.50.045 Maximum building size**

Each structure in the WC district shall be limited in size as follows:

1. In the WC district abutting the DB (downtown business) district, the maximum building footprint is 3000 square feet. Multiple buildings on the same site shall have a minimum 20-foot separation between structures.
2. In the WC district abutting North Harborview Drive (the area commonly known as Finholm Market) the maximum building footprint is 3000 square feet. Multiple buildings on the same site shall be separated by a non-penetrated fire wall as defined in the International Fire Code except that a single 6-foot opening in the firewall separating structures is permissible provided that each structure has an outside customer entrance accessible to the street. Each structure shall be designed to stand independent of other structures on the site (i.e., the addition or removal of any one building on a site will not require structural attachments or modifications to any other building on the site.)
3. In the WC district abutting Harborview Drive and lying north of the Stinson/Harborview Drive intersection (the area commonly known as Murphy's Landing), the maximum building footprint is 3000 square feet. Multiple buildings on the same site shall have a minimum 20-foot separation between structures.

Section 16. 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 17. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

\_\_\_\_\_  
GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
CAROL A. MORRIS

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



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEVE OSGUTHORPE, AICP** *S.O.*  
**PLANNING MANAGER**  
**SUBJECT: SECOND READING OF ORDINANCE AMENDING THE CITY'S**  
**PROCEDURES FOR CHARGING PRIVATE APPLICANTS FOR THE**  
**COSTS ASSOCIATED WITH EIS PREPARATION**  
**DATE: APRIL 11, 2005**

**INFORMATION/BACKGROUND**

The city's code currently requires that an applicant for a development pay for the costs associated with preparation of an Environmental Impact Statement (EIS). However, the city's existing procedures are not specific as to the manner in which the city will charge the applicant. It is therefore necessary to amend Section 18.04.140 of the Gig Harbor Municipal Code to specify methods for reimbursing the city for necessary costs and expenses relating to its compliance with the SEPA rules. An ordinance amending this section was presented to the City Council for public hearing on March 28, 2005 and is now attached for the Council's final action.

**POLICY CONSIDERATIONS**

Chapter 18 of the Gig Harbor Municipal Code specified procedures for environmental review. Section 18.04.140 specifies procedures for the preparation of an EIS.

**FISCAL IMPACTS**

This proposal will provide revenue necessary for the implementation of SEPA rules by requiring applicants to pay the full cost of preparing an environmental impact statement.

**RECOMMENDATION**

The staff recommends approval of the attached ordinance.

ORDINANCE NO. \_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS, AMENDING THE CITY'S PROCEDURES FOR CHARGING PRIVATE APPLICANTS FOR THE COSTS ASSOCIATED WITH EIS PREPARATION, AMENDING SECTION 18.04.140 OF THE GIG HARBOR MUNICIPAL CODE.

---

WHEREAS, the City's code currently requires that an applicant for a development pay for the costs associated with preparation of an EIS; and

WHEREAS, the City's existing procedures are not specific as to the manner in which the City will charge the applicant; Now, therefore:

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

Section 1. Section 18.04.140 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**18.04.140. EIS – Preparation.**

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

B. **Time Limit.** ~~The draft and final EIS or SEIS shall be prepared at the City's option by the City staff, the applicant or a consultant approved by the city. If the responsible official requires an EIS for a proposal and determines that someone other than the city will prepare the EIS, the responsible official shall notify the applicant immediately after completion of the threshold determination. The responsible official shall also notify the applicant of the city's procedure for EIS preparation, including approval of the draft and final EIS prior to distribution. The fee for the preparation of the draft~~

and final EIS shall be as established under chapter 3.30 GHMC. Subject to delays caused by the applicant's failure to provide needed information and other delays beyond the city's control, draft and final EIS's will be completed within one year of the date of the declaration of significance, unless the city and the applicant agree in writing to a different estimated time period for completion.

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

**D. Fees.**

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

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

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

2. If the responsible official determines that an EIS is required, and that the EIS shall be prepared by employees of the

City or by a consultant or consultants retained by the City, or that the applicant-prepared EIS shall be substantially re-written by employees of the City, the private applicant shall be advised by the responsible official of the estimated costs and expenses of preparing or rewriting the EIS prior to actual preparation or rewriting, and the private applicant shall post a bond or otherwise insure payment of such costs and expenses. A consultant or consultants may be recommended by the applicant. The final decision to hire a consultant or consultant shall be made by the City Council.

3. All fees owed the City under this Section shall be paid in full by the private applicant prior to final action by the City on the private project. Any fee owed the City under this subsection D shall be paid by the private applicant prior to the initiation of actual preparation of an EIS (if required) or actual rewriting of an applicant-prepared EIS by the City or its consultant(s). If a private applicant disputes the amount of the fee, the fee may be paid under protest and without prejudice to the applicant's right file a claim and bring an action to recover the fee.

Section 2. 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 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

\_\_\_\_\_  
Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Carol A. Morris, City Attorney

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 main points of which are summarized by the title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS, AMENDING THE CITY'S PROCEDURES FOR CHARGING PRIVATE APPLICANTS FOR THE COSTS ASSOCIATED WITH EIS PREPARATION, AMENDING SECTION 18.04.140 OF THE GIG HARBOR MUNICIPAL CODE.

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2005.

\_\_\_\_\_  
MOLLY TOWSLEE, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.** *SM*  
**CITY ENGINEER**  
**SUBJECT: SECOND READING OF ORDINANCE**  
**AMENDMENT TO ORDINANCE NO. 712 – AMENDING THE PUBLIC**  
**WORKS STANDARDS FOR PRIVATE STREETS**  
**DATE: APRIL 11, 2005**

**INTRODUCTION/BACKGROUND**

The current Public Works Standards for Private Streets, Section 2B.070, permits the construction of a private street to serve unlimited dwelling units or businesses on one parcel. In the situation of a very large parcel, a long private street could result. In the case of a long private street on one parcel, the homeowners face repair and operation costs associated with the street that may be beyond their means to finance. Consequently a number of situations have arisen in which the city has been requested by the homeowners to accept private streets for ownership and operation, after the homeowners realize the repair and operation costs are beyond their means.

In response to these situations, staff has generated an amendment to Section 2B.070 of the Public Works Standards to allow for short private streets in developments meeting certain development standards.

The proposed ordinance has been reviewed and approved by the City Attorney.

**RECOMMENDATION**

I recommend the proposed ordinance, as presented, be approved by the City Council after this public hearing and at this second reading.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY, AMENDING THE STANDARDS FOR PRIVATE STREETS TO LIMIT THE SITUATIONS IN WHICH PRIVATE STREETS MAY BE CONSTRUCTED, ESTABLISH THE DIMENSIONAL STANDARDS OF PRIVATE STREETS, DESCRIBE THE REQUIREMENTS FOR PRIVATE MAINTENANCE AND THE NEED FOR A MAINTENANCE AGREEMENT; REPEALING SECTION 2B.070 OF THE CITY'S PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 712; AND ADOPTING A NEW SECTION 2B.070 TO THE CITY'S PUBLIC WORKS STANDARDS.**

---

WHEREAS, the City adopted the Public Works Standards in Ordinance No. 712;  
and

WHEREAS, the Public Works Standards include standards allowing for the construction of a private street if the street will not serve more than four dwelling units or businesses on separate parcels (Section 2B.070); and

WHEREAS, the Public Works Standards allow construction of a private street to serve unlimited dwelling units or businesses on one parcel as a planned unit development or planned residential development (Section 2B.070); and

WHEREAS, the City Council finds that public interest concerns are implicated when a private street is constructed to serve a number of dwelling units or businesses on separate parcels or one parcel, if the private street is very long, or if traffic circulation needs are not individually considered by the City, and

WHEREAS, the City Council finds that when a long private street is constructed on one parcel, the homeowners face repair and operation costs associated with the street that may be beyond their means to finance; and

WHEREAS, the City Council finds that there have been a number of situations in the City in which homeowners have asked the City Council to accept private streets for ownership and operation, after the homeowners realize that the repair and operation costs are beyond their means; and

WHEREAS, the City Council finds that it is in the public interest to allow short private streets in developments meeting certain criteria and as long as development standards are crafted to ensure that the repair and operation costs of the private street are manageable for the private street owners; and

WHEREAS, the City SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197.11.800(20); and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of April 11, 2005 ; Now, Therefore,

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

Section 1. Section 2B.070 "Private Streets" of the City's Public Works Standards, as adopted by Ordinance No. 712, is hereby repealed.

Section 2. A new Section 2B.070 is hereby added to the City's Public Works Standards.

## 2B.070 PRIVATE STREETS.

See definition of private streets in Section 1.025.

### **A. Criteria for Allowing Private Streets.**

1. Private streets will be allowed only if the City Engineer makes a determination that the private street is not needed for traffic circulation under the criteria set forth in this Section, the City's Public Works Standards and the Transportation Element of the City's Comprehensive Plan.

2. Private streets will not be allowed (a) when the street connects two public streets; and (b) when in conflict with the adopted arterial plan or street circulation plan, adopted in the City's Transportation Element of the Comprehensive Plan.

3. Private streets will be allowed within developments as long as they meet the following additional criteria: (a) structural sections shall consist of 4 inch crushed surfacing base course followed with 4 inch crushed surfacing top course followed by minimum 4 inches of asphalt concrete pavement all placed over "suitable" subgrade compacted to 95%; (b) a non motorized access plan, approved by the City; (c) internal traffic calming measures or devices such as speed humps or traffic circles may be required; (d) minimum curb to curb width shall be twenty (20) feet; (e) 5 feet 6 inch sidewalk shall be required on each side of the street that is serving residence(s) and shall be consistent with the approved non motorized plan; (f) parking shall be prohibited on both sides of the street; (g) the sidewalk and curb design must prevent

parking upon the sidewalk; and (h) are constructed according to the drawing in Exhibit "A", which depicts the geometric roadway cross section for private streets.

"Figure 2-07A" is hereby incorporated by this reference.

**B. Length of Private Streets.** All private streets shall be limited in length to no more than four hundred (400) feet as measured along its centerline.

**C. Maintenance.** The City will not maintain private streets, signs or drainage improvements on private streets. As a condition of constructing a private street, the City will require that the owners of the private street enter into a private maintenance agreement between themselves describing their responsibilities and providing notice to subsequent purchasers that the City does not own or maintain the private street. The agreement must be on a form approved by the City Attorney and recorded with the Pierce County Auditor. The agreement shall contain the following specific terms: (1) the responsibilities of the individual owners for maintenance, repair and reconstruction of the private street; (2) maintenance methods; (3) standards of maintenance; (4) distribution of expenses; (5) remedies for noncompliance with the agreement; (6) exchange of right of use easements; and (7) the creation of a private street maintenance fund and the annual assessment.

**D. Notice on Plat regarding Private Streets.** Each development, plat or short plat with a private street shall contain a notice to the public/purchasers, which shall contain the following language: "The City of Gig Harbor has no

responsibility to build, improve, maintain or otherwise serve any private streets providing access to the property described in this plat. Any private access street shall remain a private street unless it is upgraded to public street standards at the expense of the developer or adjoining lot owners to public street standards, and the City chooses to accept such private street for public ownership and maintenance.”

**E. Turnarounds.** When three or more lots or dwelling units are served on a dead-end greater than one hundred and fifty feet (150) feet in length, a turnaround having an improved radius of forty-five (45) feet, or an equivalent, workable maneuvering area approved by the City Engineer, shall be provided at the end of the private street.

**F. Utilities.** All City utilities located within the plat, short plat or development shall be owned and maintained by the City. If the City owns utilities within the development and the development is served by a private road, then an easement shall be granted to the City over the road to access its utilities.

**G. Signs.** Private street signs with street designations shall be provided by the developer at the intersection of private streets with other private streets and public streets. Such signs shall meet the specifications in the City's Public Works Standards, and in the case of intersections with public streets, shall either be located within the public right-of-way or within a separate maintenance easement. Maintenance and repair of such street signs shall be included in the maintenance agreement between the private property owners.

**H. Bonds.** All private streets shall be constructed prior to the time that the developer makes application for final plat approval. Bonds or other methods of assuring construction of improvements shall not be allowed for the future construction of private streets after final plat approval.

**I. Construction.** Private streets are the responsibility of the developer to construct to the requirements in the City's Public Works Standards. Upon completion of the required improvements, the developer will be required to submit a statement to the City warranting that the improvements have been completed in accordance with the adopted standards (2-year Maintenance Bond).

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

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

PASSED by the 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:

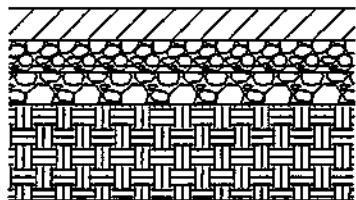
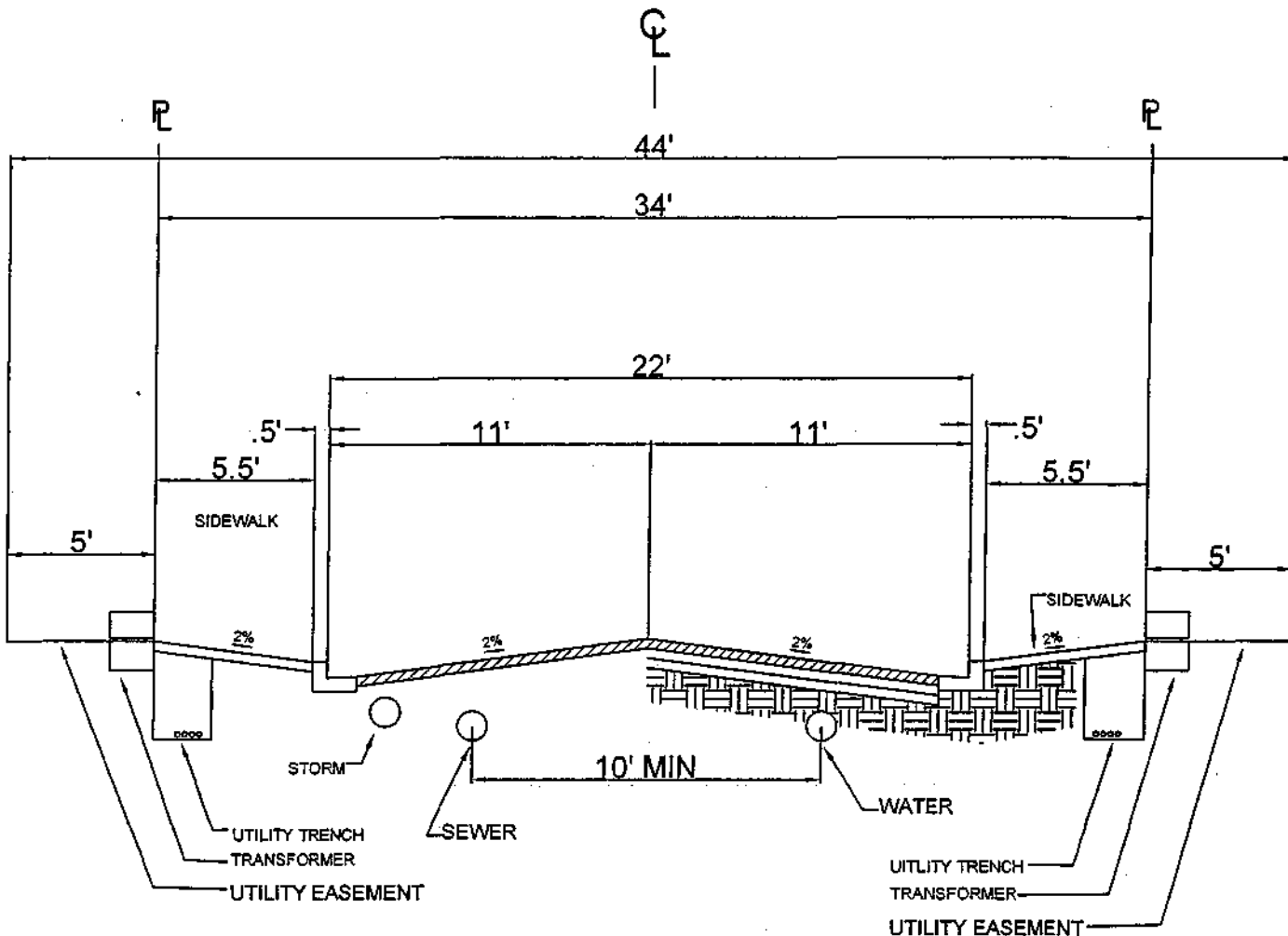
By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

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. \_\_\_\_\_

# EXHIBIT A



**NOTES:**

1. On street parking prohibited
2. Maximum Center Line Length 400 feet
3. Deletion of Sidewalk on one side of street allowed if units are "sideloaded" or as permitted by the City Engineer
4. Vertical curb and gutter meeting FIG 2-16 required on both sides of street

CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS			
PRIVATE STREET			
APPROVED BY CITY ENGINEER		DATE 3/28/05	
NTS	8 of 9	DWN GBG	CKD STM
		DATE 11/2/04	FILE 2-07A



SUMMARY OF ORDINANCE NO. \_\_\_\_\_

of the City of Gig Harbor, Washington

---

On April 11, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY, AMENDING THE STANDARDS FOR PRIVATE STREETS TO LIMIT THE SITUATIONS IN WHICH PRIVATE STREETS MAY BE CONSTRUCTED, ESTABLISH THE DIMENSIONAL STANDARDS OF PRIVATE STREETS, DESCRIBE THE REQUIREMENTS FOR PRIVATE MAINTENANCE AND THE NEED FOR A MAINTENANCE AGREEMENT; REPEALING SECTION 2B.070 OF THE CITY'S PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 712; AND ADOPTING A NEW SECTION 2B.070 TO THE CITY'S PUBLIC WORKS STANDARDS.**

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

APPROVED by the City Council at their meeting of April 11, 2005.

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEVE OSGUTHORPE, AICP *SO***  
**PLANNING & BUILDING MANAGER**  
**SUBJECT: CONSIDERATION OF ORDINANCE TERMINATING THE**  
**BUILDING SIZE MORATORIUM**  
**DATE: APRIL 11, 2005**

**INFORMATION/BACKGROUND**

Ordinance 965 imposing 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 968 and 979. The Moratorium was then extended for an additional 90 days under Ordinance 986, which stated that the Moratorium shall not terminate until 92 days after adoption. Ordinance 986 further stated that the Council shall make the decision to terminate the Moratorium by ordinance and that the termination shall not otherwise be presumed to have occurred.

The 92 days are up on April 12, 2005. An ordinance is therefore attached that terminates the Moratorium. The Moratorium would be effective five days after publication of a summary of the ordinance. The effective date would coincide with the effective date of the ordinance adopting the Building Size Development Standards, which is addressed under a separate agenda item for this meeting.

**RECOMMENDATION**

Inasmuch as development standards have been drafted (and presumably will be adopted) that address the larger concerns for which the Moratorium was imposed, the staff recommends that the Council approve the attached ordinance terminating the Building Size Moratorium. Because the Moratorium was adopted as an emergency measure on first reading, the staff recommends that this ordinance terminating the Moratorium likewise be adopted upon first reading.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE TERMINATION 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.**

---

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 purpose of the emergency moratorium was to allow the development of draft regulations to address the problems identified during the public hearings held by the Planning Commission on the issue; and

WHEREAS, on April \_\_, 2004, after a public hearing, the City Council reviewed an ordinance incorporating the code revisions proposed by the Planning Commission; and

WHEREAS, the moratorium imposed by the City in the above-referenced ordinances is not terminated until the City Council terminates the moratorium by formal action; Now, therefore,

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

Section 1. The City Council hereby terminates the moratorium imposed by Ordinance 965 and all other ordinances amending such Ordinance.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor on this \_\_ day of April, 2005.

CITY OF GIG HARBOR

---

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris, City Attorney

FIRST READING: 4/11/05

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: FIRST READING OF ORDINANCE - PRENTICE AVENUE STREET**  
**VACATION REQUEST - SAVLOV**  
**DATE: APRIL 11, 2005**

**INTRODUCTION/BACKGROUND**

On March 14, 2005, City Council approved Resolution 642 setting April 11, 2005 as the date to hear public testimony regarding the requested street vacation initiated by Mr. and Mrs. Steven Savlov. The City received a petition on February 17, 2005 from Mr. and Mrs. Savlov, to vacate a portion of Prentice Avenue abutting their property as shown on exhibits A and B on the attached ordinance in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the portion of Prentice Avenue right-of-way currently held by the City, and abutting the eastern property frontage of parcel no. 9815-000-010. Prior research on this right-of-way has determined that this portion of Prentice Avenue was platted in Pierce County in 1888 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The City's ability to open this portion of Prentice Avenue is barred by lapse of time and the City has no interest in the street. In order to ensure that this portion of Prentice Avenue is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the City vacate the street under GHMC 12.14.

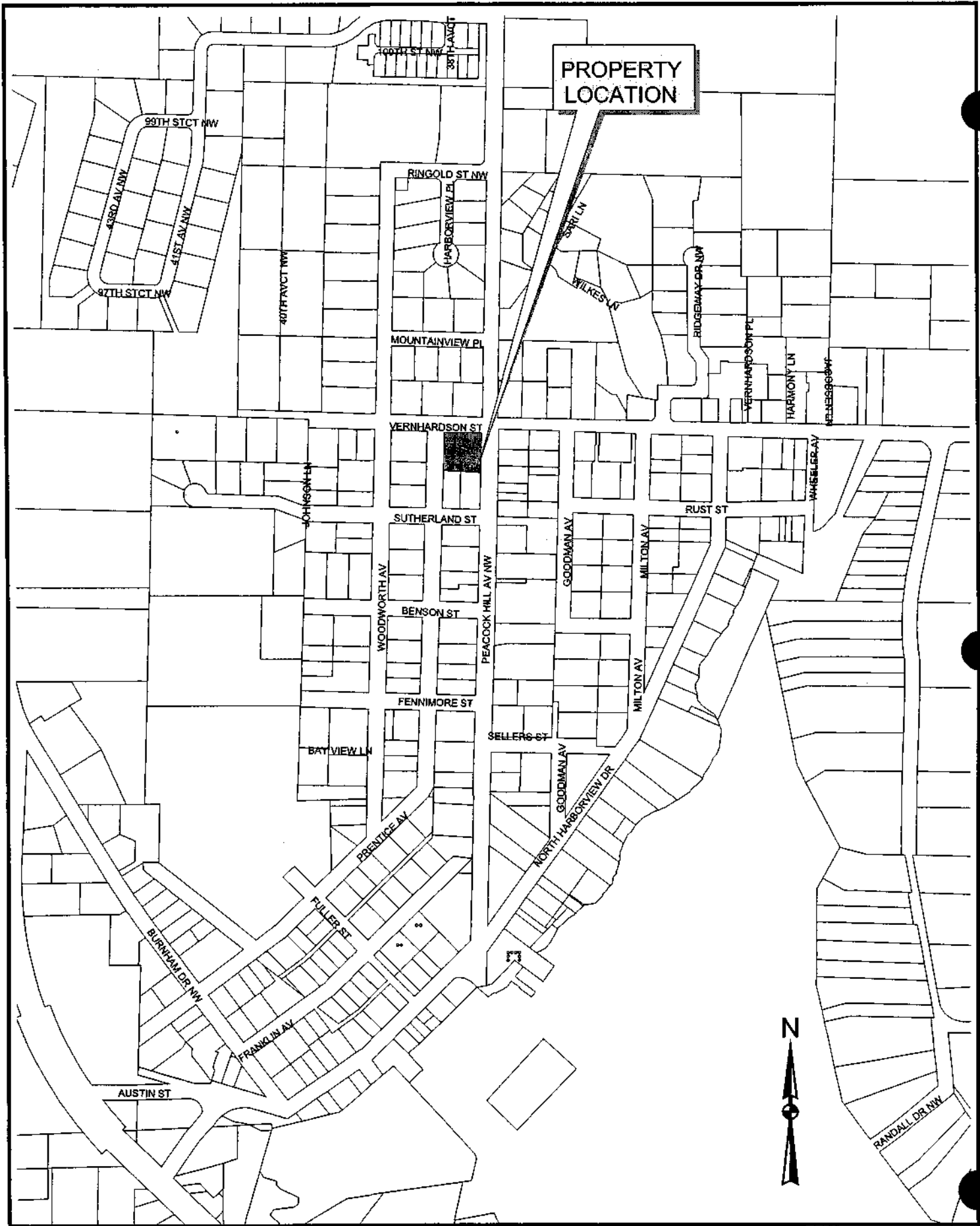
The right-of-way proposed for vacation along Prentice Avenue is surplus to the City's needs, and the City does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that Council approve the ordinance as presented at the second reading.



PROPERTY  
LOCATION

VICINITY MAP  
PRENTICE AVE. STREET VACATION

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
GIG HARBOR, WASHINGTON, VACATING A PORTION  
OF PRENTICE AVENUE, BETWEEN PEACOCK HILL  
AVENUE AND WOODWORTH AVENUE.**

---

WHEREAS, the City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law; and

WHEREAS, the portion of Prentice Avenue subject to this vacation request was created in the Plat of the Woodworth's Addition, recorded in the records of Pierce County in 1891; and

WHEREAS, the referenced portion of street right-of-way has never been opened or improved as a public street; and

WHEREAS, the referenced portion of street right-of-way was located in Pierce County during the period of five years prior to 1909, and there is no evidence that it was used as a street during such period; and

WHEREAS, the City Council passed Resolution No. 642 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on April 11, 2005, and at the conclusion of



such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue right-of-way, lying between Peacock Hill Avenue and Woodworth Avenue, abutting the eastern property frontage of Parcel No. 9815-000-010, attached hereto as legally described in Exhibit A and incorporated by this reference and as shown as depicted on Exhibit B, has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760).

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

By:

\_\_\_\_\_  
Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney:

By: \_\_\_\_\_  
Carol A. Morris

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

**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  
GIG HARBOR, WASHINGTON, VACATING A PORTION  
OF PRENTICE AVENUE, LYING WEST OF PEACOCK  
HILL AVENUE AND EAST OF WOODWORTH AVENUE IN  
GIG HARBOR, WASHINGTON.**

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.

BY: \_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK



**THORNTON**  
LAND SURVEYING INC.

8803 State Highway 16  
PO Box 249  
Gig Harbor, WA 98335  
T 253 858 8106  
F 253 858 7466  
thorntonls.com

05 February 2005

Mr. John P. Vodopich AICP  
Director of Planning and Building Services  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue right-of-way

Dear Mr. Vodopich,

This letter serves as an official request to vacate a 33-foot wide strip of front street right-of-way abutting my property at 9520 Peacock Hill Avenue in the City of Gig Harbor. This right-of-way along with my property were created from the plat called "Woodworth's addition to Gig Harbor" in book 3 of plats at page 66 in Pierce County, Washington. This portion of Prentice Avenue abutting my property at parcel number 9815-000-010 has never been used as street, nor has it been constructed. In fact, most of it lies on a steep hillside.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which since the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", that portion of Prentice Avenue right-of-way abutting my parcel has adversely, by operation of law, become mine legally since this right-of-way was never opened nor used for its original purpose.

In light of this information, I wish to request that portion of the Prentice Avenue abutting my property be vacated. See attached drawings depicting the original location of the subject portion of Prentice Avenue right-of-way in relation to my parcels.

Thank you for your assistance.

Sincerely,

Suzanne G Savlev

Steven M. SAVLEV

- 7 -

CITY-CASHDRWR1Jaci  
Thornton Land Surveying  
CR Batch 003.03.2005  
Date 03/03/2005  
0039158 150.00  
Cash 0.00  
Check 150.00  
Credit 0.00

**RECEIVED**

FEB 17 2005

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING



**T H O R N T O N**  
L A N D S U R V E Y I N G , I N C .

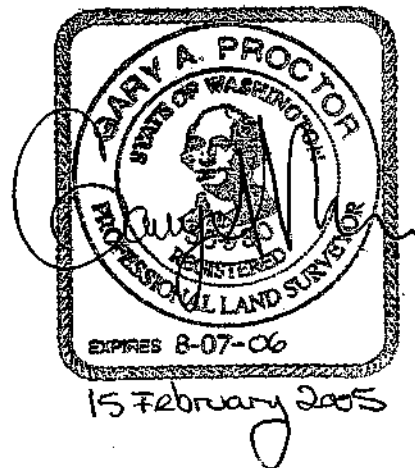
8803 State Highway 16  
PO Box 249  
Gig Harbor, WA 98335  
T 253 858 8106  
F 253 858 7466  
thorntonls.com

**PROPOSED  
LEGAL DESCRIPTION**

**RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO SAVLOV ADJOINER FOLLOWING VACATION OF A PORTION OF PRENTICE AVENUE, GIG HARBOR, WASHINGTON.**

**A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE (FORMERLY CHESTER STREET) AS DEPICTED ON THE PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 66, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN THE WESTERLY PRODUCTION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 3, BLOCK 1 OF SAID PLAT, AND THE WESTERLY PRODUCTION OF THE NORTH LINE OF LOT 1 OF SAID BLOCK.**





VERN HARDSON ST

PROPERTY  
LOCATION

AREA TO BE  
VACATED

SUTHERLAND ST

N

VICINITY MAP  
PRENTICE AVE. STREET VACATION



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: RESOLUTION ESTABLISHING A WORK PROGRAM FOR**  
**THE PROCESSING OF INDIVIDUAL COMPREHENSIVE**  
**PLAN AMENDMENTS IN 2005, REVISING RESOLUTION**  
**NO. 631**  
**DATE: APRIL 11, 2005**

**INFORMATION/BACKGROUND**

Resolution No. 629, which was subsequently revised by Resolution No. 631, established a work program for revision of the Comprehensive Plan and consideration of individual Comprehensive Plan amendments. Initially, it was anticipated that review of the individual Comprehensive Plan amendments would occur in the first quarter of 2005. Unexpected delays in assessing the cumulative impacts of the proposed amendments and a revision to one application has precluded the issuance of an environmental threshold determination.

A resolution for revising the work program for the 2005 Comprehensive Plan amendment process has been prepared for consideration by the Council. The City Attorney has reviewed and approved the resolution as presented.

**RECOMMENDATION**

I recommend approval of the resolution as presented.



CITY OF GIG HARBOR  
RESOLUTION NO. 646

A RESOLUTION ESTABLISHING A WORK PROGRAM FOR  
THE PROCESSING OF INDIVIDUAL COMPREHENSIVE PLAN  
AMENDMENTS IN 2005, REVISING RESOLUTION NO. 631

---

WHEREAS, the City is required to consider revision to the Comprehensive Plan no more frequently than once every year (RCW 36.70A.130); and

WHEREAS, the City Council adopted Resolution No. 629 which established a time frame and work program which required that four individual requests for Comprehensive Plan amendments be concurrently processed; and

WHEREAS, Resolution No. 631 subsequently revised Resolution No. 629; and

WHEREAS, the Council now desires remove the identified timeframe for the processing of individual Comprehensive Plan amendments in 2005 as identified in Resolution No. 631, and revise the list of individual applications to be considered; and

NOW THEREFORE BE IT RESOLVED that the work program set forth in Resolution No. 631 is revised as follows:

Section 1. The 2005 Comprehensive Plan amendment process will be limited to those proposals identified in Exhibit A.

Section 2. The timeframe for the processing of the 2005 Comprehensive Plan amendments, identified as being during the first quarter of 2005, in Resolution No. 631, #3 is hereby deleted.

RESOLVED by the City Council this 11<sup>th</sup> day of April, 2005.

APPROVED:

\_\_\_\_\_  
MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 4/7/05  
PASSED BY THE CITY COUNCIL: 4/11/05  
RESOLUTION NO. 646

## Exhibit A

### 2005 Comprehensive Plan Amendments

#### **COMP 04-01 (Halsan/Huber)**

Proposed land use map amendment to redesignate approximately 20 acres of land in the Gig Harbor North Planned Community Development district from PCD-RLD (residential low) to PCD-RMD (residential medium).

#### **COMP 04-04 (Hammes Co. /Franciscan Health System-West)**

**Revised January 28, 2005**

Proposed map amendment of approximately 41 acres of land in the Gig Harbor North Planned Community Development district increasing the current designation of approximately 14.8 acres of PCD-BP (Business Park) to approximately 34.1 acres and reducing the current designation of approximately 26.7 acres of PCD-RMD (residential medium) to approximately 7.4 acres.

#### **Waste Water Comprehensive Plan Amendment**

The City Engineering Department is proposing an amendment to the current Waste Water Comprehensive plan at the request of the property owner to provide sewer service for a proposed single family development, described as parcel numbers 0221172115 and 0221172076. The referenced document shows that the property is designated in C-7 basin. Mr. Tallman's representatives have approached the City about amending the ULID #2 Basin line to include the above described properties. Hammond Collier Consulting Engineers will prepare a scope and fee to review the proposal. The basic parameters of the review will include:

- Amending the current ULID #2 Boundary line to include the above parcels.
- Capacity study of the existing sewer line in 34<sup>th</sup> Street and adjoining sewer infrastructure.
- Generation of sewerage flow calculations of the additional parcels.
- Analysis of the proposed conveyance system.
- Preparation of a written report with supporting technical data and recommendations.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DICK J. BOWER, CBO** *DB*  
**BUILDING OFFICIAL / FIRE MARSHAL**  
**SUBJECT: STAFF REPORT - WASHINGTON SURVEY AND RATING BUREAU**  
**GRADING**  
**DATE: APRIL 11, 2005**

**BACKGROUND**

On March 9, 2004 the Building Division was visited by a representative of the Washington Survey and Rating Bureau (WSRB), who conducted a survey of the division's operations. The results of the survey, which occurs every 5 years, are used to determine the city's Building Code Effectiveness Grading Schedule (BCEGS) classification. This classification is used by insurance carriers to determine local property insurance rates.

Under the BCEGS, the Survey and Rating Bureau analyzes data on the city's adopted building codes, personnel, training, certifications, plan review, permitting and inspection programs. Based on this analysis, the city is given a classification of 1 to 10. A classification of 1 represents exemplary commitment to building code enforcement; a classification of 10 indicates no recognizable enforcement.

Our results for the 2005 evaluation are an improvement from Class 3 to Class 2. This improvement is the result of a number of operational enhancements undertaken over the past few years as well as a reflection of our increased emphasis on employee training and certification. By means of comparison, our Class 2 rating places us in the same class as such jurisdictions as Tacoma, Kirkland, and Bellevue. Seattle, University Place, and Kitsap Co. are examples of Class 3 jurisdictions while Pierce County holds a Class 4 rating.

Attached for your information is a copy of the cover letter we received from WSRB and an Introduction to the BCEGS. If you wish to see the full report, please let me know and I will make a copy available to you. For more information on the BCEGS and how Gig Harbor measures up to other statewide jurisdictions, visit the WSRB web site at [www.wsrb.com](http://www.wsrb.com)

**FISCAL IMPACT**

There is no direct fiscal impact on the city government. Property owners may see reduced insurance rates for buildings built after 2004.

**RECOMMENDATION**

Informational only. No recommended action.



200 1st Avenue West tel 206.217.WSRB  
Suite 500 fax 206.217.WFAX  
Seattle, WA 98119 web www.wsrb.com

Underwriting Information, Filings, & Property Loss Costs

Dave A. Tofte  
BCEGS Specialist  
dave.tofte@wsrb.com  
(206) 273-7159

March 29, 2005

Mr. Mark Hoppen  
Administrator, City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

MAR 30 2005

Reference: Building Code Effectiveness Grading Schedule Classification (BCEGS)

Dear Mr. Hoppen:

I wish to thank you and Dick Bower for the cooperation given to me during the recent survey. We have completed an analysis of the building codes adopted by your community and the efforts put forth to properly enforce those codes. It is our pleasure to inform you that your Building Code Effectiveness Grading Classification has improved from Class 3 to Class 2 for one and two family residential property and from Class 3 to Class 2 for commercial and industrial property.

The revised classification applies to new buildings receiving a Certificate of Occupancy or final inspection during or after the calendar year in which the revision takes place.

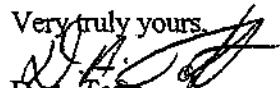
Washington Surveying and Rating Bureau (WSRB) is an independent insurance bureau with the primary mission of providing insurance underwriting and rating information to insurers. Your community BCEGS classifications are published by WSRB for use by property/casualty insurers to assist in their underwriting, insurance, and premium development programs for both residential and commercial properties. Insurers can use the BCEGS classification number to offer insurance premium discounts to eligible properties in your community.

Attached is a copy of our report, which will provide you with additional information about the classification process and how we have graded various aspects of your community's building codes and their enforcement. We want to highlight the fact that our focus is on property insurance rating and underwriting information and does not consider life safety issues.

If you have any questions about the classification that was developed, please let us know. Additionally, if you are planning on any future changes in your codes or their enforcement, please advise us as they may positively impact your classification.

The foregoing comments relate exclusively to the relative effect of various conditions upon property insurance rates as determined under our tariffs and schedules which have been filed with and approved by the Insurance Commissioner. They are not to be construed as bearing in any way upon the question as to whether "due care" has been exercised with respect to possible liability for personal injury or damage to property. It is recognized that correctable hazards which could cause or contribute to loss may still exist and need not be identified or commented upon.

Very truly yours,

  
D. A. Tofte

Building Code Effectiveness Grading Specialist

DAT/dl  
cc: Dick Bower, C.B.O.  
w/enclosure

# BUILDING CODE EFFECTIVENESS GRADING SCHEDULE

## INTRODUCTION

The purpose of the Building Code Effectiveness Grading Schedule is to review the available public building code enforcement agencies and to develop a Building Code Effectiveness Classification for insurance underwriting information and rating purposes.

The Schedule measures the resources and support available for building code enforcement. It also evaluates how those resources apply to the mitigation of the natural hazards common to the specific jurisdiction. These measurements are then developed into the Building Code Effectiveness Classification number on a relative scale from 1 to 10, with 10 representing less than the minimum recognized protection.

The Schedule is an insurance underwriting information and rating tool. It is not intended to analyze all aspects of a comprehensive building code enforcement program. It should not be used for purposes other than insurance underwriting information and rating.

The Building Code Effectiveness Classifications developed through the use of this Schedule are only one of several elements used to develop insurance rates for individual properties. Other features specifically relating to individual properties such as construction, occupancy, and exposures have similar importance in the development of these rates.

The Schedule is divided into 3 sections:

### **Administration of Codes:**

This section evaluates the administrative support available in the jurisdiction for code enforcement. It looks for adopted building codes and modifications of those codes through ordinance, code enforcers qualifications, experience and education, zoning provisions, contractor/builder licensing requirements, public awareness programs, the building department's participation in code development activities, and the administrative policies and procedures.

### **Plan Review:**

This section assesses the plan review function to determine the staffing levels, personnel experience, performance evaluation schedules, review capabilities, and level of review of building construction documents for compliance with the adopted building codes for the jurisdiction being graded.

### **Field Inspection:**

The section evaluates the field inspection function to determine the staffing levels, personnel experience, performance evaluation schedules, inspection capabilities, and level of review of building construction for compliance with the adopted code for the jurisdiction being graded.

The attached "Classification Details" identify the subject matter, maximum points achievable and the points obtained in the review of your community. This information is provided to you without recommendations and is for your use in understanding the details of the measurement of your building code enforcement activities in relationship to the Building Code Effectiveness Grading Schedule.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: STAFF REPORT - CHARETTE PROCESS**  
**DATE: APRIL 11, 2005**

**INFORMATION/BACKGROUND**

A budget objective for 2005 called for conducting a "charette" to address scale and nature of buildings that appropriately reflects the character of existing development in the view basin. The following is a proposed schedule for initiating this process:

- Staff prepares a draft request for proposals (RFP) to solicit consultant assistance - week of April 18, 2005;
- City Council Community Development Committee reviews draft RFP - week of April 25, 2005;
- RFP released - week of May 2, 2005;
- Proposals due - week of May 23, 2005;
- City Council Community Development Committee reviews proposals, conducts interviews, and selects preferred consultant - weeks of May 30 & June 6, 2005;
- City Council consideration of a professional services contract with the preferred consultant - June 27, 2005.

April 11, 2005

Gig Harbor City Council  
3510 Grandview St.  
Gig Harbor, WA 98335

Subject: Comprehensive Plan Map Amendment

The Canterwood Development Company has been working with City staff for over two years to address the zoning inconsistency between Pierce County and the City of Gig Harbor.

To summarize:

Since 1979, the zoning for Canterwood Development in Pierce County is MPC - Master Planned Community. Pierce County Comprehensive Plan and Gig Harbor Peninsula Community Plan both reflect this zoning. However, the City of Gig Harbor does not have a MPC zone. Gig Harbor zoning for Canterwood is R-1. This is inconsistent, as there are many uses other than residential currently approved and implemented within Canterwood including: golf course, country club, restaurant, pro-shop retail, business offices, equestrian facility, recreation facilities and real estate development.

Consistency between the two jurisdictions is necessary so to provide for use of utilities and to plan for future potential annexation as anticipated within the UGA. The current application proposes additional zoning of MPC, however staff has suggested that there may be another way that this can be accomplished other than creating an additional zone and the associated codes. A mixed use overlay may be a better solution.

We would ask Council to not accept the amended Exhibit A to the Comprehensive Plan as presented in resolution 646, and allow this map amendment to move forward as part of the 2005 comprehensive plan amendment so that there will be consistency between Gig Harbor and Pierce County zoning for the 700+ acres of Canterwood.

Sincerely,

Russell Tanner, President  
Canterwood Development Company



Wade Perrow  
P O Box 1728  
Gig Harbor, WA 98335

FILE  
COPY

WP

(253) 853-2308 \* (253) 851-6475 (Fax) \* email: [wade@wpconstruction.com](mailto:wade@wpconstruction.com)

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

April 11, 2005

Attn: City Council Members

**RE: Proposed Amendment to Ordinance No. 712, Public Work Standards For Private Streets**

Dear Council Members:

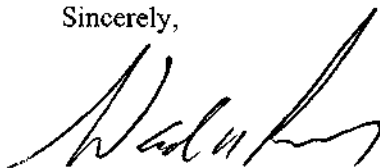
As a property owner within the city of Gig Harbor, I have grave concerns regarding the proposed text amendment. Attached I am providing copies of three proposed site plan developments, for which private roads are the only possible and viable way of servicing the sites identified. Since the roads entering the sites cannot exit onto any other piece of property, the length of the road will exceed 400 feet. This means the road cannot be constructed and furthermore, should the road be constructed, you are limiting the number of businesses or dwellings to specific parcels.

Attached are two examples.

- 1) **Burnham Drive Commercial Park** – Building #6 must cross over an existing easement road that could never be brought up to city roadway standards for width and build setbacks. Since the existing private road is greater than 400 feet long and would service more than four buildings, the 1.5 acres would not be able to be developed.
- 2) **Northharbor Business Campus** – Future development must cross over existing easement road that is greater than 400 feet.
- 3) **P & T Properties, located at Hunt/Wollochet** – Presently there is a business park known as Hunt/Wollochet Business Park with an access private road off of Hunt, which goes on to service the future development area. This area, as the drawing indicates, would serve more than four buildings and would be more than 400 feet long. Should the ordinance before you be adopted, there would be no viable use for this property. In effect, land use restrictions are being placed on this property, true taking of rights.
- 4) **Rustic Heights located behind Harbor Ridge Middle School** – The attached drawing indicates how the private road standards would not allow the development of this site as the road would have to be over 400 feet long through a cul-de-sac. Connection beyond the site is limited by school property and commercial property making connection to Burnham Drive less than desirable for a residential community.

Please take into consideration the impact on existing properties and the impact the proposed ordinance would have on taking of property rights.

Sincerely,

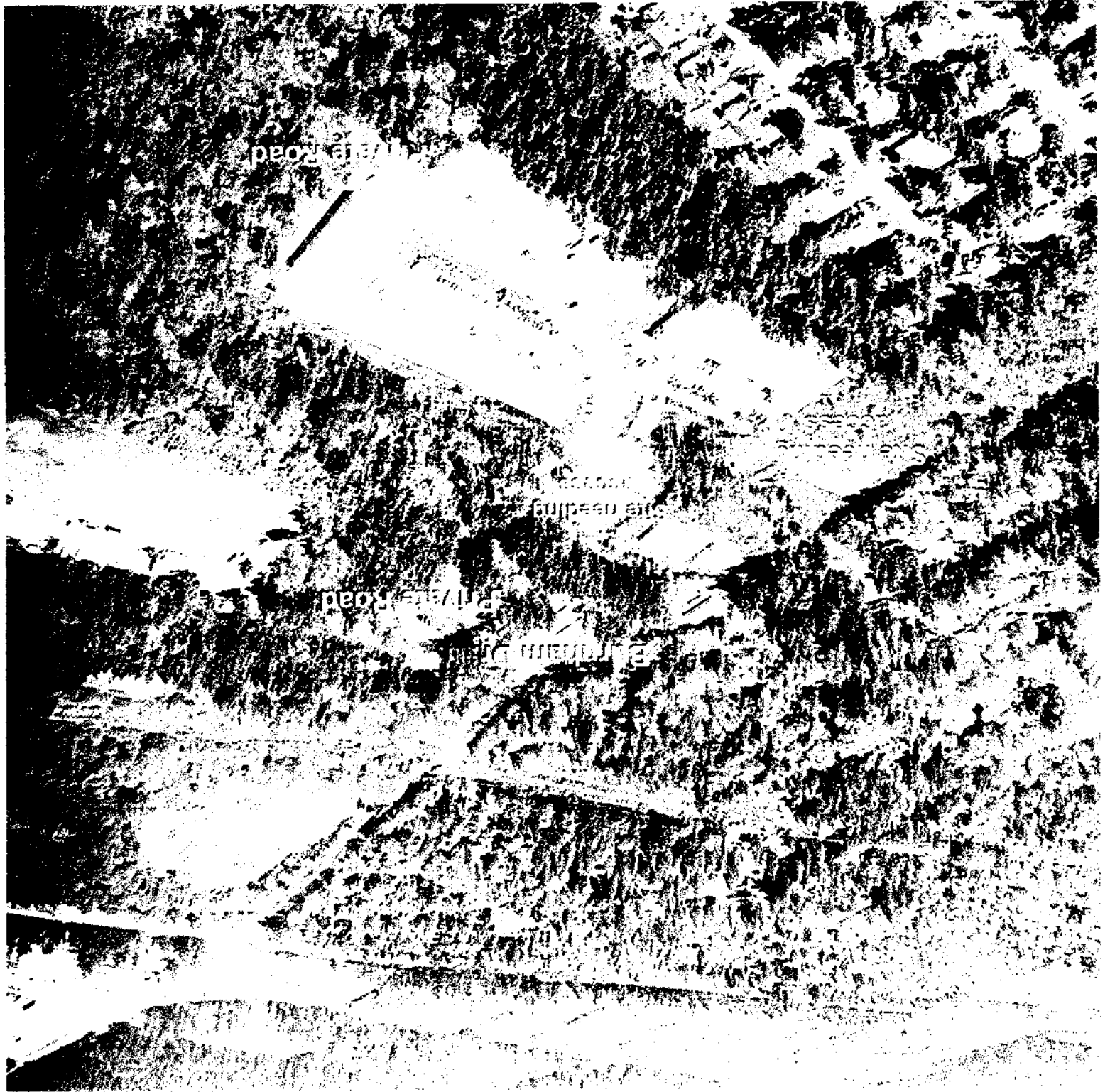


Wade Perrow





Forward Business Campus



© 1997 by  
The McGraw-Hill Companies

© 1997 by  
The McGraw-Hill Companies

Hunt



