

Gig Harbor City Council Meeting

**October 11, 2004
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
October 11, 2004 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING: Vacation of a Portion of Prentice Street – Tarabochia Property.

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 Worksession of September 20, 2004 and City Council Meeting of September 27, 2004.
2. Correspondence / Proclamations: a) Proclamation Recognizing Craig Roberts.
3. Wheeler Street-End Survey and Habitat Assessment.
4. Resolution – Establishing Work Program for Review and Revision of Comprehensive Plans.
5. Approval of Payment of Bills for October 11, 2004:
Checks #45218 through #45337 in the amount of \$266,582.51.
6. Approval of September, 2004 payroll:
Checks #3431 through #3475 and direct deposit entries in the amount of \$252,540.10.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Proposed Annexation – Wright.
2. First Reading of Ordinance – Prentice Avenue Street Vacation Request.
3. First Reading of Ordinance – Adding a Rounding Provision for Calculating Residential Density.
4. Resolution - Harbor Ridge Latecomers Agreement for Reimbursement of Municipal Water.

STAFF REPORT:

1. Community Development: Gig Harbor Downtown Building Size Assessment.
2. Community Development: Pierce County 2005 Comprehensive Plan Amendments.
3. Community Development: Stinson Avenue Pedestrian Improvement Projects.
4. Chief Davis – GHPD Stats for September.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Ceremony to honor Craig Roberts – Gig Harbor Civic Center Lobby, October 14, 2004 at 9:30 a.m.
2. Budget Worksessions – Gig Harbor Civic Center Training Rooms A & B:
November 1, 6:00 p.m. – Court, Admin, Finance, Planning, and Police.
November 2, 6:00 p.m. – Parks, Streets, Water, Sewer, Storm.

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

ADJOURN:

**GIG HARBOR CITY COUNCIL
DESIGN REVIEW MANUAL WORKSESSION**

September 20, 2004, 6:00 p.m. – Civic Center Community Rooms

PRESENT:

Councilmembers: Steve Ekberg, Paul Conan, Jim Franich, Bob Dick, and John Picinich. Mayor Wilbert presided over the meeting.

Staff: Mark Hoppen, John Vodopich, Steve Osguthorpe, Carol Morris, and Diane Gagnon

Mayor Wilbert opened the work-study session at 6:03. Steve Osguthorpe, Planning Manager gave a brief overview of what had been accomplished at the previous worksession and noted that we would be continuing with section 1.4 of the Design Manual tonight.

1.3 Enhancement Corridor – Revised screening requirements

Mr. Osguthorpe went over the new language that the Council had asked him to provide for the Enhancement Corridor section. He noted that he had provided three different options for the screening requirement and asked the City Council for their direction on which option they would prefer. He also noted that the existing language seemed to only apply to that portion of parcels directly abutting the SR-16 corridor and he was proposing new language which included all development within the Enhancement Corridor which he believed was the council's intent. He distributed the Visually Sensitive Areas map which illustrates the Enhancement Corridor and the Visual Interchange Nodes. Discussion was held on the different nodes and the reasons for each. It was further clarified that the Visually Sensitive Areas map is in the Comprehensive Plan and is proposed to be included the Design Manual.

Mr. Osguthorpe explained the three different options for screening within the Enhancement Corridor. Option 1 was to require full screening along all property lines abutting SR-16, except those in defined visual interchange nodes, Option 2 was to require full screening as in option #1, except state that up to 30% visibility may be achieved if it does not expose any development, including development on abutting properties, that does not conform to all design standards and Option 3 was to eliminate the requirement to screen development on abutting parcels. He stated that staff was recommending Option 3. Mr. Osguthorpe answered questions from Councilmembers and the public. Councilmembers were undecided between Options 1 and 3 and asked that staff include language for both options to be voted on at a later date.

1.4 Zone Transition

Planning Manager Steve Osguthorpe described where the zone transition standards apply and explained the zone transition categories. Mr. Osguthorpe

pointed out that the option for vegetative buffering in the view basin had been eliminated in the draft update to the Design Manual. He stated that this section had been discussed more than any other section of the Design Manual and the Planning Commission had appointed a sub-committee including members of both the Design Review Board and Planning Commission to address these issues. In response to questions about height and setbacks in the zone transition standards, he explained that the Design Review Board does not rule on setbacks or height allowances. However, under the alternative zone transition standards, the DRB could make recommendations on heights and setbacks more restrictive than the underlying zone for mitigation purposes.

Discussion was held on the Design Review process and Mr. Osguthorpe clarified that the public is notified at the Design Review Board stage and at the Hearing Examiner stage. Councilmembers then asked about the Zone Transition standards and the requirements to reflect the size of neighboring properties and what impact this has when the existing buildings are non-conforming. Mr. Osguthorpe also explained that the language had been changed from limiting the building footprint size to the average of the neighboring buildings to those within 200'. Councilmembers expressed concern with perpetuating existing non-conformities and therefore never meeting our goals. Further discussion was held on if something was zoned R-3 you should be able to build something feasible for that zone and it was pointed out that the Design Review Board does have the flexibility to recommend approval on a site specific basis.

Michael Katterman pointed out that the language in 1.4.03 conflicts with the 200' standard and makes the whole site apply. Planning Manager Osguthorpe replied that he would develop language to address this item.

Councilmember Ekberg asked if a map could be developed showing where these transitions occur. Mr. Osguthorpe replied that a map could be developed, but that there was a lot of overlap in the various zone transition categories that may complicate such a map.

The City Attorney Carol Morris asked that the City Council articulate the public interest in buffering B-2 from C-1 and explained that it must be based on a legitimate public purpose rather than a committees desire to have a buffer.

Discussion was held on the pending Building Size Analysis and the discussions being held on the possible need for downtown zones which address the special needs of the downtown core.

Carl Halsan of Halsan Frey Associates pointed out that the footnote at the bottom of page 19 does not mention the alternatives for zone transition and Mr. Osguthorpe responded that he would clarify the language.

Planning Manager Steve Osguthorpe stated that he felt he had heard everyone's concerns and would come back to the next meeting with some suggested language.

Ray Frey from Halsan Frey Associates suggested language for page 10 of the Industrial Building Exemption to state "roads serving as primary access would not be considered outside the ED" to prevent the situation where a property's main access were within the Enhancement Corridor and the ED zone they would not have to be completely screened. Mr. Osguthorpe stated that he would examine that section.

Councilmembers decided to set further meeting dates at the next Council Meeting.

There were no further comments and the worksession ended at 8:00 p.m.

Respectfully submitted:

Diane Gagnon, Planning & Building Assistant

GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 27, 2004

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

CALL TO ORDER: 7:01 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of September 13, 2004.
2. Correspondence / Proclamations: None
3. Cost-Reimbursement Agreement with Department of Ecology – Completion Date Amendment.
4. Renewal of Interlocal Agreement with Pierce County Fire District #5 – Fire Prevention Activities
5. Notice of Intent to Commence Annexation Proceedings – Wright Request (ANX04-02)
6. Street Lights for Stinson Avenue - Purchase Authorization
7. Stinson Avenue Curb, Gutter, and Sidewalk Project – Contract Authorization
8. Resolution No. 630 – Set Public Hearing Date – Prentice Avenue Street Vacation
9. Contract Renewal of Land Use Hearing Examiner Services
10. Survey Monumentation Services – Consultant Services Contract
11. Liquor License Renewals: Thai Hut Thai & Asian Cuisine; Central 76; Fred Meyer #601; Harvester Restaurant; QFC #886.
12. Approval of Payment of Bills for September 27, 2004:
Checks #45087 through #45217 in the amount of \$316,168.18.

MOTION: Move to approve the consent agenda as presented.
Ekberg / Young – five voted in favor. Councilmember Picinich abstained.

OLD BUSINESS: None scheduled.

NEW BUSINESS: None scheduled.

STAFF REPORTS:

Worksession – Design Manual Update. Steve Osguthorpe, Planning / Building Manager, reported that staff had prepared a worksession schedule for consideration. He recommended that Council target the November 15th worksession as the final, and if review is not completed at that time, any remaining areas of concern could be identified and focused on in additional meetings.

Councilmembers discussed the schedule and concerns, and agreed to two meetings, October 4th and October 18th to allow public input. They agreed to identify specific items of concern to submit to Mr. Osguthorpe by Wednesday, September 29th, so that they could be formulated into a more specific agenda for the two meetings. At that time, the manual could come for adoption, and any additional concerns could be addressed at a later date.

The Mayor asked for consideration of a view retention and reclamation policy. She said that she would set a time to work with Carol Morris, Mark Hoppen and John Vodopich to develop such a policy.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Franich asked for an update on the Building Size Analysis Survey. John Vodopich was directed to prepare a staff report to be given to Council before the next Council Meeting.

ANNOUNCEMENT OF OTHER MEETINGS:

Council Worksessions on the Design Review Manual – October 4th and October 18th, 2004 at 6:00 p.m. in the Civic Center Community Rooms.

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

MOTION: Move to adjourn to Executive Session at 7:25 p.m. for approximately forty-five minutes for the purpose of discussing potential litigation.
Franich / Conan - unanimously approved.

MOTION: Move to return to regular session at 8:09 p.m.
Franich / Picinich – unanimously approved.

MOTION: Move to adjourn at 8:09 p.m.
Picinich / Conan – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 21.

Gretchen A. Wilbert, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the care and protection of victims of domestic violence has traditionally been the responsibility of law enforcement agencies; and

WHEREAS, dedicated professionals and concerned community members have recognized the need to become involved, ensuring protection for those who may have violence imposed on them by another; and

WHEREAS, these victims live in fear day-to-day for their lives and the lives of their children; and

WHEREAS, the trauma of domestic violence includes facing emotional, financial and legal obstacles, often alone and without support; and

WHEREAS, Craig Roberts is a man who sought to provide a proactive method of protection to ensure a healthy, safe and happy environment for victims of domestic violence; and

WHEREAS, Craig Robert's efforts have led to the development of a place where victims can come and seek a protection order by completing a petition in a public kiosk; and

WHEREAS, the number of victims being served by this Domestic Violence Kiosk is increasing each month and continues to act as a tool to combat domestic violence; and

WHEREAS, the significance of the domestic violence kiosk and the efforts of Craig Roberts deserves to be recognized;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim October 11, 2004, as

CRAIG ROBERTS DAY

And invite all citizens of Gig Harbor to join me in the special observance of the efforts of Mr. Roberts.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 11th day of October, 2004.

Gretchen A. Wilbert, Mayor

Date

REPORT ON THE KIOSK 9/28/04

During the month of September, 9 people utilized the kiosk and 9 orders were granted. This brings the total number of people who have obtained protection orders through the Gig Harbor site since January 21, 2004, to 56 individuals. This is a significant number because the kiosk has only been in operation and open to the general public 184 days total. Therefore, we are averaging about 6 granted orders every month. Early mornings (between 8:00-10:00 am) and the lunch hour (11:30 am-1:30 pm) continue to be the busiest time for kiosk usage. The kiosk's popularity is steadily increasing, and is now being utilized each weekday.

This month we had 16 people walk in to either use the kiosk and or obtain resources around domestic violence. A hand full of people did not meet the criteria for getting a protection order, however we were either able to give them other resources, safety plan with them, and or direct them to the proper type of order.

Some of the outcomes of the Kiosk in September are:

(Here on out, initials indicate petitioner's name)

- P.C. obtained a Protection Order at the beginning of the month after being assaulted. By coming into the Gig Harbor Municipal Court P.C. was able to: obtain resources, get a Protection Order, become linked up to a Criminal Justice Advocate, and make a police report. Thus this incident resulted into a recent charged case through Pierce County Prosecutor's office. This case was charged as an out of custody case, meaning the defendant was summoned to come into to court a couple weeks after the incident happened. Therefore, in the mean time the victim is at risk. However, in this situation, P.C was already linked to an advocate and had created a safety plan during this particularly dangerous time for a victim.
- M.J. used the kiosk on 9/3/04 to file a Protection Order for herself and to cover her minor daughter. She said that having the service and an advocate here "saved her a lot of time and money" in getting the order served. Respondent was accused of child rape of victim's daughter and the case is currently being investigated in Etna, California, and in Pierce County, Washington. The Criminal Justice Advocate was also able to coordinate with a detective in the Etna Police Department, thus this contact helped facilitate service of the Protection Order. We were also able to provided victim's mom with additional rape crisis resources.
- J.M. came in during her children's school hours and filed for a protection order. Since filing for divorce 3 months ago, she has been living with her husband, who is growing increasingly abusive, often calling her names, threatening her with (and without) weapons, and involving their children in graphic talk about sex. J.M. made a police report after her husband took all of his weapons and ammo out of the shed that they were normally stored in and told her "she knew why they were there." J.M. coordinated service of the order with the Pierce County Sheriff's Department office, and had a safety plan in place (sending herself and her children out of the area while the order was served).
- One case included a petitioner filing a Protection Order against her stepbrother who has severe mental health issues. The petitioner's stepbrother recently moved to Longbeach, WA, but continues to tell v and her family members that she is "the devil" and that she "controls the people in the woods behind the house." The respondent has even shot into

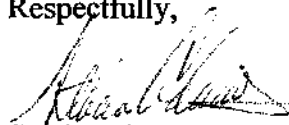
the woods attempting to kill the "demons." The respondent also mentally and physically abuses victim's father, who is paralyzed/disabled. Services were coordinated through Eric Crozier with Aging and Long Term Care. The Criminal Justice Advocate through the Longbeach Police Department coordinated the service of this Protection Order.

- Two middle-aged women came in at different times presenting with similar situations. Both women had been in relationships for decades and suffered from Battered Women's Syndrome, blaming them for the abuse. Both women have tried to commit suicide as a result. Both ladies were able to obtain a Protection Orders via the Gig harbor Kiosk At Protection Order Court, which is 14 days after an order is granted, the judge ordered that both respondents obtain batterers assessment and come back in a couple weeks. The goal is that the respondents will at minimal get some treatment. We are still doing outreach with both women, encouraging them to utilize resources available to them.
- One lady came in three different days to talk to an advocate. This woman is in a highly volatile situation, thus she needed a lot of resources and help. She obtained a Protection Order and it was served via the PC detachment. This lady said that our help has been much appreciated and that she didn't know what to do, so we have helped simplify the process for her. After arranging the service of the Protection Order, we sat down and wrote out a list of things she needed to do for herself and her two boys to keep them safe. Streamlining the process for someone that is in crisis is a huge help.

The primary referral sources for the kiosk are the Gig Harbor Police Department, Pierce County Sheriff's Department, the DV Helpline, Pierce County Aging and Long-term Care, and G.H. Family Violence Prevention/Impact House. The kiosk is now widely recognized as a resource, but more outreach needs to be targeted toward DSHS offices, local food banks, and Family Service Centers. Therefore, a percentage of the population is aware of the Gig Harbor kiosk and the Gig Harbor Victim Advocacy services. However, more outreach is needed. Thus, outreach meetings and collaboration efforts will be starting to target: local DSHS offices, CPS offices, food banks, and other governmental and public service agencies serving the population of Gig Harbor and surrounding communities. The goal of these outreach meetings and information sessions will be to introduce new populations to the innovative services offered within the City of Gig Harbor for victims of domestic violence.

I replaced Anneliese Cole as the Criminal Justice Victim Advocate at Gig Harbor Municipal Court. I come to Gig Harbor with prior Criminal Justice experience through the Misdemeanor DV Unit of the Pierce County Prosecuting Attorney's office, as well as experience coordinating social services to families through the Sumner Family Support Center. I am eager to take on the above-mentioned outreach projects and welcome the challenges of working in Gig Harbor.

Respectfully,



Stacia Adams
Victim Advocate



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: WHEELER STREET-END SURVEY AND HABITAT ASSESSMENT
- CONSULTANT SERVICES CONTRACT
DATE: OCTOBER 11, 2004

INTRODUCTION/BACKGROUND

Budgeted objectives for 2004 include the conceptual design of a fishing pier/kayak access and picnic area with tables at the Wheeler street-end as identified in the City's 2001 Park, Recreation, and Open Space Plan.

After reviewing the Consultant Services Roster, David Evans and Associates, Inc. was selected as the most qualified to perform the survey work, habitat assessment, and habitat management plan required to create a base map for the site. The selection of David Evans and Associates, Inc. was based on their experience, understanding of the project, and familiarity with the area.

POLICY CONSIDERATIONS

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

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2004 Budget and is within the 2004 Parks budgeted allocation of \$20,000, Objective No. 14.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey, base-mapping, habitat assessment, and habitat management plan work in the amount not to exceed Nineteen thousand Five hundred Twenty-five dollars and Twenty-four cents (\$19,525.24).

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

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

RECITALS

WHEREAS, the City is presently engaged in the habitat assessment for the Wheeler Street-End Park 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 September 14, 2004, 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 Nineteen Thousand Five hundred Twenty-five dollars and Twenty-four cents (\$19,525.24) 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 **Exhibits B1 and B2**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibits B1 and B2** or bill at rates in excess of the hourly rates shown in **Exhibits B1 and B2**; 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 November 12, 2004; 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
Randy A. Anderson, P.E.
Senior Associate, Project Manager
David Evans & Associates, Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

CITY OF GIG HARBOR
Steve Osguthorpe
Building and Planning Manager
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 October 2004.

CONSULTANT
By: Randy Anderson
Its Principal
SR. ASSOCIATE

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
Randy A. Anderson, P.E.
David Evans & Associates, Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

CITY OF GIG HARBOR
Steve Osguthorpe
Building and Planning Manager
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

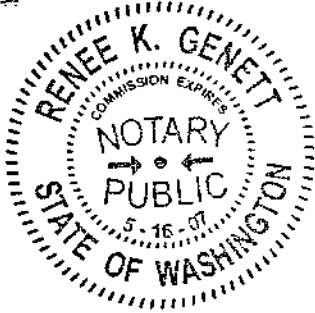
ATTEST:

City Clerk

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Terby Anderson 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 Gen Associate of David Ward Assoc. Inc to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/28/04



Renee Genett
RENEE GENETT
(print or type name)

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

King County
My Commission expires: 5/16/07

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A

SCOPE OF SERVICES---PHASE 1 WORK

CITY OF GIG HARBOR

WHEELER STREET-END PARK

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (CITY) for topographic survey and habitat assessment work in the vicinity of Wheeler Street and Vernhardson Street. The development of the project will be done in phases.

Phase 1 of the project will consist of a topographical survey of the site and adjacent property to allow the property to be developed into a park. The survey work will be used to develop a base map of the site showing details of the existing ground, utilities, right-of-way and parcel lines of surrounding parcels. This scope of work does not include staking of the parcel's property line or property corners, or work that would require the filing of a Record of Survey. Phase 1 will also include the development of a habitat assessment report. The habitat assessment report will cover critical areas and species within 300 feet of the site. The report will not include a wetland delineation but will note indications of wetland elements if observed. See Attachment 'B1' for the Schedule of Rates and Estimated Hours for Phase 1.

Phase 2, if required, will include the development of a habitat management plan. Once the CITY develops a conceptual plan for the project, DEA will prepare a habitat management plan that will identify appropriate mitigation and management impacts of the critical areas affected by the conceptual plan. Requirements for environmental and permitting work will then be identified and a project budget will be developed to determine if the project is financially feasible. See Exhibit B2 for the Preliminary Schedule of Rates and Estimated Hours for Phase 2.

Unless otherwise stated all deliverables will generally include one hard copy and one electronic copy of documents and drawings. The format for electronic documents will be in Microsoft Word 97 and/or Excel 97 programs and electronic drawings will be in AutoCAD 2000. The media for electronic transmittal will be on compact disk (CD). Information distributed electronically (e-mail, FTP sites, etc.) will not be considered the final product. All hard copies will be stand-alone documents (such as letters or faxes) or informational documents with transmittals.

PHASE 1 - TOPOGRAPHIC SURVEY AND HABITAT ASSESSMENT WORK

TASK 1 - PROJECT MANAGEMENT

The following work tasks will be completed by DEA:

- Provide management and engineering supervision throughout the duration of the project;

- Provide bi-weekly updates to the CITY on the status of the work being done. The update will identify tasks that must be performed by DEA and by the CITY over the following two-week period to keep the project on schedule;
- Prepare and submit monthly invoices to the CITY. The invoice will, if requested, include a summary of the work accomplished during the billing period. It will include the individuals who worked on the project and the hours they spent on the project. The invoices will show labor and expenses correlated to the task numbers included herein;
- Attend two meetings with the CITY for the project. This would include a startup meeting to discuss the parameters of the work, basic design considerations, lines of communication, processes, and overall project orientation. DEA will attend a second meeting if determined necessary by the CITY and is included in this work task; and
- Provide internal QA/QC review throughout the entire design process.

Task Deliverables:

DEA will attend two meetings, provide bi-weekly updates to the CITY, prepare and submit invoices, provide project management and oversight and engineering supervision, and perform internal QA/QC for the project.

TASK 2 – FIELD SURVEY AND BASE MAPPING

One field meeting with CITY staff will be made to field establish the tentative limits and siting of the park. The field established location will be the basis of DEA's topographic survey work.

Topographic survey and base mapping work will be done in the vicinity of the proposed park site. Survey work will be based on CITY horizontal and vertical control datum. Existing property corners will be verified using Assessor-Treasurer map information and shown on the project's base map.

A utility locate service will be retained and applicable utility information will be field surveyed and included on the project's base map.

Layering and symbols will conform to basic APWA format or convention. Plan sheet format and layout as provided by the CITY in electronic format will be used. Plan sheet size will be 22" by 34". Plans and drawings will be prepared using AutoCAD 2002.

The following work tasks will be completed by DEA:

- Provide professional survey supervision for all survey work. QA/QC for all survey work will be included in this task;
- Meet one-time with CITY staff to field establish the location of the proposed park;
- Research existing records and perform office survey control work and calculations for the project;
- Field verify field survey control monumentation and establish horizontal and vertical control for the park;
- Verify right-of-way information from Assessor-Treasurer maps and records only. This work will not establish actual property lines but will give approximations only based on the Assessor-Treasurer maps. DEA will not order title reports for this task unless requested to do so by the CITY;

- Establish ordinary high water, MLLW, and extreme low water lines;
- Collect topographic information including wetlands, drainage structures, pipes, control devices and similar features including accessible pipe invert elevations, sizes, and identify the type of material. Locate above ground appurtenances, structures, retaining walls, man-made objects, significant landscaping items, and similar features, locate mailboxes, signs, traffic control devices, and identify them on the topographic mapping;
- Indicate on the base map any critical areas and other features identified in the habitat assessment report;
- Develop contours at 1'-0" intervals and spot elevations. Record spot elevations to 0.1 feet on unpaved surfaces, locate horizontal and vertical location of the ordinary high water mark; and
- Prepare base maps at a 1" = 20' scale. North will be towards the top or right of the sheet. Benchmark information will be noted along with the applicable datum. Basis of bearing information and survey control information will be described and noted.

DEA will retain the services of a utility locating service to field locate detectable underground utilities. The utility services will be located in plan view only. DEA will collect the location information as indicated by paint marks provided by the utility locate service.

Not included in the field survey work is the location of septic tanks, septic tank drainfields, or stormwater dispersion facilities, or similar features that are buried or inaccessible. Information previously obtained from past survey work in the area will be used.

Task Deliverables:

Hard copy base mapping will be delivered to the CITY that has been stamped and signed by a Professional Land Surveyor. The finalized base mapping will be sent to the CITY in electronic format.

TASK 3 – HABITAT ASSESSMENT REPORT

DEA will prepare a habitat assessment report for the project site. A DEA biologist will conduct a field investigation to determine the presence or absence of critical areas, habitats and species within 300 feet of the project site and outline the findings in the habitat assessment report.

The following work tasks will be completed by DEA:

- Visit the site one time and investigate the presence or absence of critical areas; and
- Prepare a report summarizing the findings of the habitat assessment work for submittal to the CITY.

Task Deliverables:

DEA will:

- Investigate for critical areas at the project site;
- Prepare a draft report summarizing the findings of the habitat assessment work;
- Submit the draft report to the CITY for review comments and revise the report one time based on the CITY review comments; and
- Submit five (5) copies of the final habitat assessment report to the CITY.

PHASE 2 – HABITAT MANAGEMENT PLAN

The commencing of Phase 2 of the project will be dependent on the review and approval of Phase 1 documents by the CITY. Once Phase 1 is approved DEA will provide a separate scope of work for Phase 2 including a current Schedule of Rates and Estimated Hours. In Phase 2 DEA will prepare a habitat management plan once the CITY has developed a conceptual design plan for the project site. The habitat management plan would identify appropriate mitigation and management impacts of the critical areas affected by the conceptual design plan. A Preliminary Schedule of Rates and Estimated Hours has been included as Exhibit B2 using current DEA rates.

ADDITIONAL SCOPE OF WORK OPTIONS

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the CITY. These services include additional construction survey work, wetland delineation, civil and traffic engineering design, additional environmental and permitting work, preparation of easements or other legal descriptions and documents, public involvement, landscaping, and right-of-way acquisition. These services can be provided by DEA on a Time and Expense basis.

EXCLUSIONS

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

1. Negotiations with impacted utilities;
2. Survey work does not involve confined entry work;
3. Survey work that requires the filing of a record of survey;
4. Construction survey or inspection work;
5. Wetland delineation or wetland report; and
6. Environmental permitting.

SERVICES OR INFORMATION PROVIDED BY THE CITY

The following work tasks will be completed by the CITY:

- Permission to access onto adjoining private property or property owned by the homeowners association in the vicinity of the project;
- Provide all available as-built utility plans, road and storm drainage plans, or other engineering plans;
- Provide all available maps, plans, deeds, and other documents not available from other sources;
- Provide current design standards and criteria in published form and in electronic format if available;
- Provide current storm drainage criteria in published format if needed by DEA; and
- Prior to any fieldwork being performed on the project provide mailing to adjacent properties explaining the project.

PROJECT COMPLETION

DEA is available to begin work immediately upon authorization of the Scope of Work and will deliver 90 percent complete base maps to the CITY twenty (20) working days after receipt of a written notice to proceed from the CITY and receipt of the above information. DEA will provide the 90 percent complete base maps to the CITY for their review and comment. DEA will provide the 100% complete base maps to the CITY within five (5) working days after receiving comments back from the CITY. DEA will provide a draft habitat assessment report to the CITY five (5) working days after the CITY has accepted the final base mapping.

FEES

See attached Exhibit B1 and Preliminary Exhibit B2.

REIMBURSABLES

Reimbursable expenses to the extent possible will be minimized. However some expenses should be anticipated for various portions of the project. Reimbursable expenses may include:

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics services.
- Postage and mailing.
- Utility locate services.

CITY OF GIG HARBOR
WHEELER AVENUE PARK PROJECT
Phase 2
Exhibit B2

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	
FLORIST B3	WRS CODE	Senior Eng	Project Lead	Traffic Eng	Design Engineer	Civil Designer	CADD Tech	Survey Manager	Proj Surv	Survey Tech	2-Person Crew	Landscape Arch	Wetlands Biologist	Environmental Manager	Scientist	Envg Admin	Admin Assst	Task Costs	Task Sums Expense		
PRELIMINARY SCHEDULE OF RATES AND ESTIMATED HOURS																					
DAVID EVANS AND ASSOCIATES, INC 3700 PACIFIC AVENUE EAST, SUITE 311 TACOMA, WA 98434																					
TASK 1 - PROJECT MANAGEMENT																					
8	100																				
9	100-010	2																		\$ 264.00	
10	100-020		2																	\$ 165.00	
11	100-030	2																		\$ 650.00	
12	100-040		4												4		2	4		\$ 680.00	
13	100-050	2																		\$ 260.00	
14			8	6	0	0	0	0	0	0	0	0	0	0	4	2	4			\$ 2,035.00	
TASK 2 - HABITAT MANAGEMENT PLAN																					
17	200																				
18	200-010														18					\$ 1,440.00	
19	200-020														18	8	4			\$ 2,336.04	
20	200-030														4	2	4			\$ 1,639.36	
21		0	0	0	0	0	0	0	0	0	0	0	0	10	40	8	8			\$ 6,014.40	
Total Hours																					
22		6	6	0	0	0	0	0	0	0	0	0	0	10	44	10	12				
23			\$ 120.00	\$ 82.00	\$ 115.00	\$ 90.00	\$ 85.00	\$ 90.00	\$ 120.00	\$ 88.00	\$ 75.00	\$ 130.00	\$ 75.00	\$ 84.00	\$ 129.84	\$ 90.00	\$ 60.00	\$ 90.00			
24			780.00	495.00											1,268.40	3,950.00	800.00	720.00		\$ 8,253.40	
25																				\$ 6,053.40	
EXPENSES																					
30	700																				
31																				\$ 100.00	
32																				\$ 175.00	
TOTAL PROJECT COST																					
33																				\$ 8,328.40	



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
REVIEW AND REVISION OF THE COMPREHENSIVE PLAN AS
REQUIRED BY STATE STATUTE (RCW 36.70A.130)
DATE: OCTOBER 11, 2004

INFORMATION/BACKGROUND

The Growth Management Act requires that the City take action to review and, if needed, to revise the comprehensive plan and development regulations to ensure the plan and regulations comply with the Act. This comprehensive plan update must be performed on or before December 1, 2004. RCW 36.70A.130(4)(a).

On September 13, 2004, the Council adopted Resolution 629, which established a timeline and work program for the comprehensive plan update. In addition, Resolution 629 contemplated that four comprehensive plan amendments would be concurrently processed in the same timeframe. These four comprehensive plan amendments were proposed by Franciscan Health System, Don Huber, Carl Halsan and the Canterwood Development Company.

Staff recommends that the City Council revise the work program articulated in Resolution 629 for two reasons. The comprehensive plan update will bring the City's existing comprehensive plan into conformance with GMA. If we process the individual applications prior to adoption of the update, the individual applicants will be required to demonstrate how their applications conform to the existing comprehensive plan (as it exists prior to the update). In other words, processing the update and the individual applications at the same time could result in inconsistencies – the update may include a recommendation to amend an existing provision in order to comply with GMA, but the applicant could be required to demonstrate that his application is consistent with the same existing provision.

Second, there may be a problem with an appeal, if the applications are processed together with the update. Because the update will propose amendments to the comprehensive plan as required to conform with law, the best situation would be to ensure that the update is passed and effective as soon as possible. If the update is processed with the individual applications, there is a greater possibility of an appeal. If any one of the individual applications is appealed, this would delay the effectiveness of the update and the individual applications.

Staff proposes that the update be processed to completion by December 13, 2004. In addition, staff proposes that the work program in Resolution 629 be revised to show that the individual applications will be processed in the City's 2005 comprehensive plan amendment program. Unless the City SEPA Responsible Official issues a DS (requiring that an Environmental Impact Statement be prepared), the individual applications can be processed early in 2005.

The City Attorney has reviewed and approved the draft Resolution.

RECOMMENDATION

I recommend that the City Council adopt the Resolution as presented.

**CITY OF GIG HARBOR
RESOLUTION NO. 631**

**A RESOLUTION ESTABLISHING A WORK PROGRAM FOR
THE PROCESSING OF INDIVIDUAL COMPREHENSIVE PLAN
AMENDMENTS IN 2005, REVISING RESOLUTION NO. 629**

WHEREAS, the City is required to take action to review and, if needed, revise the comprehensive plans and development regulations to ensure the plan and regulations comply with the requirements of the Growth management Act (GMA) on or before December 1, 2004 (RCW 36.70A.130 (4)(a));

WHEREAS, the City anticipated this requirement and included an objective in the 2004 Annual Budget for the update of the Comprehensive Plan;

WHEREAS, on April 12, 2004 the City Council approved a consultant services contract with AHBL, Inc. for the services necessary to assist the City in the review and update of the Comprehensive Plan and development regulations;

WHEREAS, AHBL, Inc. has reviewed the City Comprehensive Plan and development regulations and identified a list of recommended updates consistent with the mandate of RCW 36.70A.130;

WHEREAS, in order to ensure that the review and update of the Comprehensive Plan is completed in a timely fashion consistent with State law it is necessary to establish a timeline and work program;

WHEREAS, the City Council adopted Resolution No. 629 on September 13, 2004 which established a time frame and work program which required that four individual requests for Comprehensive Plan amendments be concurrently processed. The Council now desires to bifurcate the required update from the processing of the individual applications; and

WHEREAS, the proposed citizen/staff initiated amendments submitted for the 2004 annual review (Exhibit B) will be docketed and considered during the 2005 annual review process;

NOW THEREFORE BE IT RESOLVED that the work program set forth in Resolution No. 629 is revised as follows:

1. The City Planning Commission is directed to review and update the Comprehensive Plan and development regulations consistent with the recommendation of AHBL, Inc. as outlined in the attached scope of work (Exhibit A).

2. The schedule for the 2004 review and update of the Comprehensive Plan is as follows:

Planning Commission

September 16, 2004 - Work-study session

October 7, 2004 - Work-study session

October 21, 2004 - Work-study session

November 4, 2004 - Public Hearing & formulation of recommended action

City Council

November 22, 2004 – Public Hearing and First Reading of an Ordinance implementing the recommendations of the Planning Commission amending the Comprehensive Plan and development regulations

December 13, 2004 - Second reading of an Ordinance implementing the recommendations of the Planning Commission amending the Comprehensive Plan and development regulations

3. The 2005 Comprehensive Plan amendment process will be limited to those proposals identified in Exhibit B and will be processed during the first quarter of 2005.

RESOLVED by the City Council this 11th day of October, 2004.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____
CAROL A. MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK: 10/6/04
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 631

Exhibit A

AHBL, Inc. Gig Harbor Comprehensive Plan Update Scope of Services – Phase II

AHBL is pleased to submit this scope of services for the final phase of the required update to the City of Gig Harbor Comprehensive Plan and related development regulations. This scope describes the tasks to be carried out by AHBL staff and our subconsultants, Adolfsen and Associates, Inc. and Associated Earth Sciences, Inc. (AES). The scope is based on the results of the analysis conducted in the first phase of the project and discussions with City staff.

Our scope of services is as follows:

1. Revise and update background information, goals, and policies of the various elements of the Comprehensive Plan to meet the current requirements of the Growth Management Act. Specific tasks are listed below for each element. AHBL has primary responsibility for all tasks not identified with a specific subconsultant.

Land Use Element

- Evaluate capacity to determine whether increased residential densities are necessary to accommodate revised population targets

Housing Element

- Disaggregate projected housing need by unit type per the County-Wide Planning Policies

Capital Facilities Element

- Update capital improvement program project lists with the most current information available from the City
- Revise policies to state that reassessment of the Land Use Element is an option for funding shortfalls in Capital Facilities Program growth-related facilities projects

Transportation Element

- Adopt LOS for transit, either Pierce Transit's LOS or local standard
- Evaluate growth assumptions against assumptions in the transportation model to ensure consistency
- Revise the Transportation/Circulation LOS standard in the CFP to reflect the downtown strategy area's LOS F (from 2002 Transportation Plan Update)

- Review the existing conditions data for intersection LOS in the 2002 Transportation Plan Update to ensure that LOS is currently met or a strategy identified to bring facilities into compliance with the adopted LOS
- Revise the Financial Reassessment Strategy to include an option for reassessing the land use assumptions if funding falls short of meeting identified need

Essential Public Facilities

- Add process for siting essential public facilities in compliance with GMA
 - Add policy language stating that the City will not preclude the siting of an essential public facility
2. Draft specific amendments to the City's development regulations and policies, as necessary, to meet the current requirements of the Growth Management Act. This work will be performed by AHBL based on information provided by the City. Specific tasks are listed below.
- Specify, in the Code or Comprehensive Plan, zoning consistent with each land use designation
 - Revise the R-1 and RB-1 zones to allow a minimum of 4 units per acre
3. Draft specific amendments to the City's Comprehensive Plan and development regulations to meet the current requirements of the Growth Management Act for critical and resource areas not requiring BAS expertise. This work will be performed by AHBL. Specific tasks are listed below.
- Add aquifer protection policies per BAS analysis
 - Add policies to identify corrective actions for discharges that pollute waters of the state
 - Review County resource land designations to determine if consistent with City's designations (currently none) and revise policies as necessary to protect such areas
 - Include criteria for designating mineral resource lands
 - If mineral lands of long-term commercial significance are identified, draft development regulation amendments to preserve the future resource use from incompatible development within and surrounding such designated areas
 - Amend the development code to include a provision for notification of natural resource activities within 500 feet (as necessary based on natural resource area research)

- Add policy stating that BAS will be used in developing policies and development regulations to protect the functions and values of critical areas
 - Include reference to BAS in critical areas regulations
 - Develop a consistent convention for numbering or otherwise discretely identifying goals and policies throughout the document for ease of reference
4. This scope allows for up to 8 AHBL meetings, which may be with staff, Planning Commission or City Council at the discretion of the City. The scope anticipates limited preparation for meetings and minor follow-up. Additional meetings will be on a time and expense basis with prior approval of staff.
 5. Review available critical areas information and draft specific amendments to the City's Comprehensive Plan and development regulations to meet the best available science (BAS) requirements of the Growth Management Act for geologic hazard areas and aquifer protection. This work will be performed by Associated Earth Sciences, Inc. (AES). Specific tasks are listed below.
 - Review published geologic maps to determine if areas in addition to wellhead protection zones should be protected based on geologic and hydrogeologic factors
 - Revise Section 18.12.100 GHMC to redefine aquifer protection areas pursuant to the geologic and hydrogeologic analysis
 - Revise Section 18.12.050 GHMC to require greater buffers for ravine sidewalls and bluffs greater than 50 feet in height
 - Confirm flood hazard boundaries from the recent FEMA database
 6. This scope allows for up to 2 AES meetings, which may be with staff, Planning Commission or City Council at the discretion of the City. The scope anticipates limited preparation for meetings and minor follow-up. Additional meetings will be on a time and expense basis with prior approval of staff.
 7. Review available critical areas information and draft specific amendments to the City's Comprehensive Plan and development regulations to meet the current requirements of the Growth Management Act for wetlands, streams, and fish and wildlife habitat conservation areas relative to best available science. This work will be performed by Adolfson and Associates, Inc. This scope recognizes that code amendments will be made to wetland regulations without the benefit of information from the City's most current wetland inventory, which is unavailable at this time.

Specific tasks are listed below.

- Develop policies that more specifically direct protection of anadromous fisheries

- Stream definition should be developed that separates these aquatic areas from wetlands. Define streams according to state guidelines
 - State that wetlands will be delineated using the Department of Ecology Wetland Identification and Delineation Manual (1997), which is consistent with the 1987 Federal Manual used by the US Army Corps of Engineers
 - Develop wetland rating system that eliminates streams and ranks wetlands according to function and value
 - Evaluate wetland buffers relative to City environment and buffer function and determine appropriate widths based upon the BAS. Larger buffers are likely needed to protect wildlife habitat functions on higher quality wetlands
 - Increase mitigation ratios for certain types of wetlands and types of wetland mitigation (i.e., enhancement)
 - Clarify permitted alterations in wetlands and wetland buffers
 - Evaluate whether or not qualitative alteration of buffers should be allowed
 - Amend the regulations to include stream buffers based upon BAS and specific protection measures for salmonid-bearing streams
 - Develop a list of permitted alterations specific to streams
8. This scope allows for up to 3 Adolfsen meetings, which may be with staff, Planning Commission or City Council at the discretion of the City. The scope anticipates limited preparation for meetings and minor follow-up. Additional meetings will be on a time and expense basis with prior approval of staff.
9. Provide a draft SEPA checklist for use by the City in conducting environmental review on the amendments.

Exhibit B

2005 Comprehensive Plan Amendments

COMP 04-01

Proposed land use map amendment to redesignate approximately 20 acres of land in the Gig Harbor North Planned Community Development district from residential low to residential medium.

COMP 04-02

Application returned to applicant, no action needed.

COMP 04-03

Proposed map and text amendment to add a new land use designation – Master Planned Community (MPC) for the Canterwood planned residential golf course community consistent with the designation in the December 2002 Pierce County Gig Harbor Peninsula Community Plan.

Waste Water Comprehensive Plan Amendment

The City Engineering Department is proposing an amendment to the current Waste Water Comprehensive plan due to inaccuracies in the C-4 basin boundary line and description. Review of the referenced document shows that the existing Peninsula School District Property is not shown in the Basin or referenced in the basin description. Mr. Scott Wagner has approached the City about further amending the C-4 basin boundary line to include an additional 10 acres owned by Talmo Inc. Hammond Collier Consulting Engineers will prepare a scope and fee to review the proposal. The basic parameters of the review include:

- Amending the current C-4 Basin Boundary line to include the School District property already discharging sewer into the City system.
- Capacity study existing sewer lift stations 13 and 12.
- Capacity study of the associated gravity and pressure conveyance lines.
- Generation of sewerage flow calculations of the additional 10 acres owned by Talmo Inc.
- Analysis of the conveyance line alignment and location for the requested 10 acres.
- Preparation of a written report with supporting technical data and recommendations.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PROPOSED ANNEXATION - WRIGHT (ANX 04-02)
DATE: OCTOBER 11, 2004

INFORMATION/BACKGROUND

The City has received a complete Notice of Intention to Commence Annexation Proceedings from James Wright for a proposal to annex approximately 16.46 acres (5 parcels) of property located west of Skansie Avenue and north of Hunt Street Northwest adjacent to the existing City limits and is within the City's Urban Growth Area (UGA).

Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is Single-Family Residential (R-1).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment. Pierce County has approved the legal description and map as presented.

Additionally, this request was distributed to the City Administrator, Chief of Police, Director of Operations, Engineer, Building Official/Fire Marshal, Planning & Building Manager, Finance Director, and Pierce County Fire District #5 for review and comment on March 24, 2004.

The Council is required to meet with the initiating parties to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

The Council set the date of October 11, 2004 for such a meeting on September 27, 2004. Notice of the October 11, 2004 meeting was sent to property owners of record within the area proposed for annexation as well as those within three hundred feet (300') on September 28, 2004.

If accepted, the process will then move forward with the circulation of a formal petition for annexation. The petition must be signed either by the owners of a majority of the acreage and a majority of the registered voters residing in the area considered for annexation; or by property owners of sixty percent (60%) of the assessed value of the area proposed for annexation.

POLICY CONSIDERATIONS

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and did not identify any building or fire code related reasons to object to the request.

The City of Gig Harbor Finance Director noted that there was nothing financially significant concerning this annexation.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation.

RCW 36.93.180

Objectives of boundary review board.

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

Comment: The proposed annexation area is primarily undeveloped with two existing single-family dwellings and three duplex structures containing six dwelling units.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

Comment: Hunt Street NW, Skansie Avenue NW, and the Urban Growth Area (UGA) bound the proposed annexation.

- (3) Creation and preservation of logical service areas;

Comment: The proposed annexation would not alter any service area boundaries.

- (4) Prevention of abnormally irregular boundaries;

Comment: The proposed annexation would not create an abnormally irregular boundary.

- (5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable with regards to this proposed annexation.

- (6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve an inactive special purpose districts

- (7) Adjustment of impractical boundaries;

Comment: Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the City's Urban Growth Boundary.

- (8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Comment: The proposed annexation is of an unincorporated area with lot sizes ranging from 0.48 to 8.62 acres in size. The area is primarily undeveloped with two existing single-family dwellings and three duplex structures containing six dwelling units. The proposed annexation area is within the City's Urban Growth Boundary and is planned for urban levels of development.

- (9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Comment: The proposed annexation does not involve designated agricultural or rural lands.

FISCAL CONSIDERATIONS

The Finance Director has noted that financial impacts from this proposed annexation would not be significant to the City.

RECOMMENDATION

I recommend that the Council accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed; and
2. The City will require the simultaneous adoption of Single-Family Residential (R-1) for the proposed annexation area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686.

**NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS**

The Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

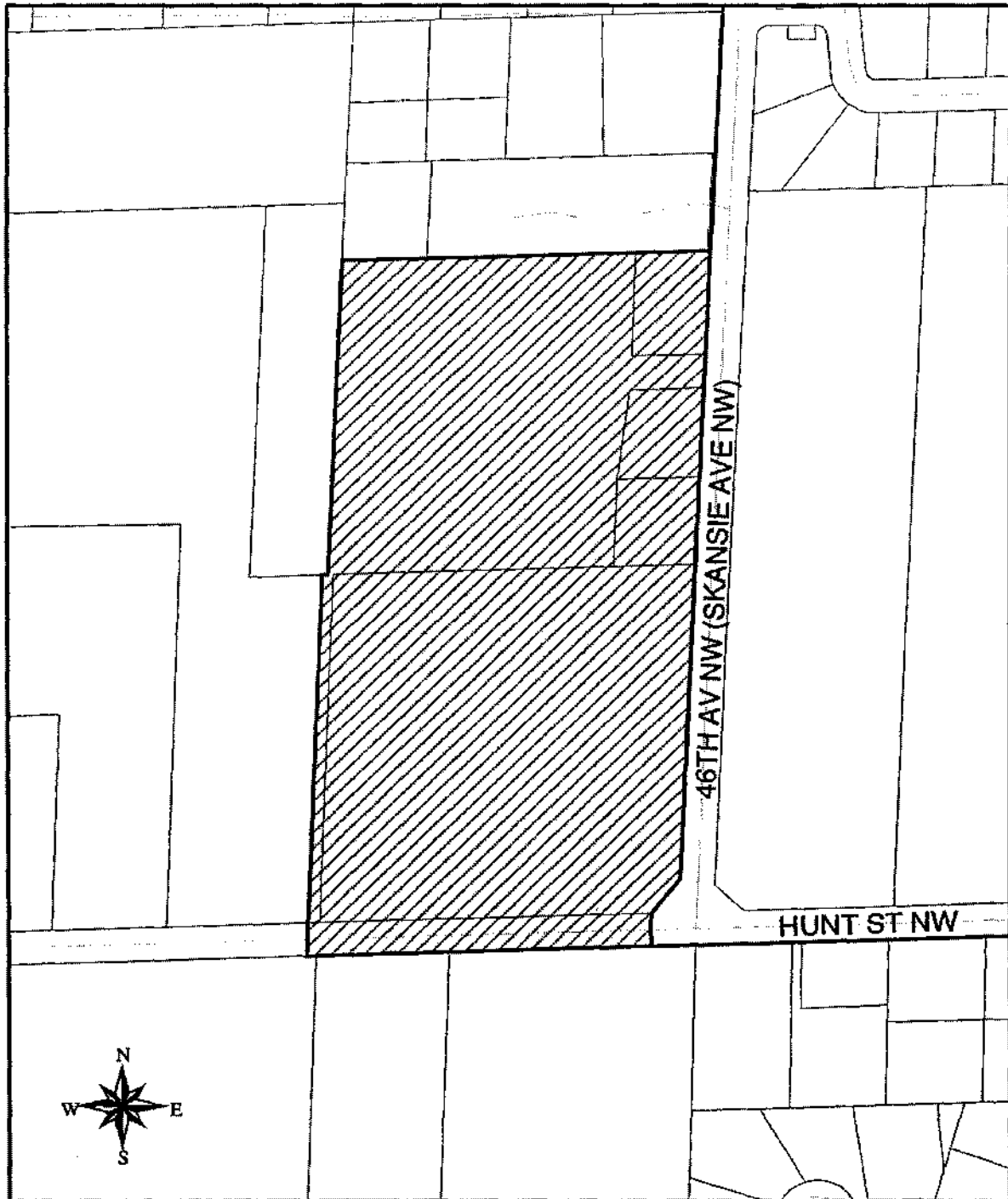
Exhibit A

Wright Annexation Legal Description ANX 04-02

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M. IN PIERCE COUNTY, WASHINGTON, THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION 1224.64 FEET MORE OR LESS TO THE EXTENSION EAST OF THE SOUTH LINE OF LOTS 1 AND 2, AS SHOWN ON SHORT PLAT NUMBER 86021230171, THENCE WEST ALONG THE SOUTH LINE EXTENDED AND THE SOUTH LINE OF SAID SHORT PLAT A DISTANCE OF 667.0 FEET TO THE SOUTHWEST CORNER OF SAID SHORT PLAT, ALSO BEING THE NORTHWEST CORNER OF BALANCE OF ORIGINAL TRACT AS SHOWN ON SHORT PLAT NUMBER 8510140317, FILED WITH THE PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON, AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, THENCE SOUTH ALONG SAID LINE 562.12 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT SUBDIVISION, THENCE WEST 8 FEET TO THE WEST LINE THE EAST 8 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, THENCE SOUTH ALONG SAID WEST LINE 662 FEET MORE OR LESS TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE EAST ALONG THE SOUTH LINE THEREOF 665.32 FEET TO THE POINT OF BEGINNING EXCEPT 46TH AVENUE NORTHWEST, EXCEPT THAT PORTION COVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2364858, INCLUDING HUNT STREET NORTHWEST ABUTTING SAID ANNEXATION

Exhibit B
Wright Annexation Map ANX 04-02



Wright Annexation ANX 04-02



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE - PRENTICE AVENUE STREET
VACATION REQUEST - NICK TARABOCHIA
DATE: OCTOBER 11, 2004

INTRODUCTION/BACKGROUND

On September 27, 2004, City Council approved a resolution setting October 11, 2004 as the date to hear public testimony regarding the requested street vacation initiated by Nick Tarabochia. The City received a petition on February 21, 2002 from Mr. Tarabochia, to vacate a portion of Prentice Avenue abutting his 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. 9815000221. 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.

Receipt # 43337
\$150.00

NICK J. TARABOCHIA

P.O. Box 1607
Gig Harbor, WA 98332
Mobile (253) 549-6733
Office (253) 851-5721
tara@harbornet.com

City of Gig Harbor
FEB 21 2002

February 21, 2002

Mr. John P. Vodopich AICP
Director of Planning and Building Services
3125 Judson Street
Gig Harbor, WA 98335

RE: Vacation of a portion of front street right-of-way(s)

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 9407 Woodworth Ave. in the city of Gig Harbor. This right-of-way along with my property were created from the plat called "Extension to the city of Gig Harbor" record in 1891 in book 6 of plats at page 74 in Pierce County, Washington. These portions of Front Street abutting my property at parcel number 981500-022-1 have never been used as street(s). In fact, most of it lies on a steep hillside.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statue)", that portion of Front Street right-of-way abutting my parcel has adversely become mine legally since this right-of-way was never used for its original purpose.

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

Thank you for your assistance.

Sincerely,

Nick J. Tarabochia

enclosure

cc: Mark Hoppen, City Administrator

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. 630 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 October 11, 2004, 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. 9815000221, 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 _____, 2004.

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:

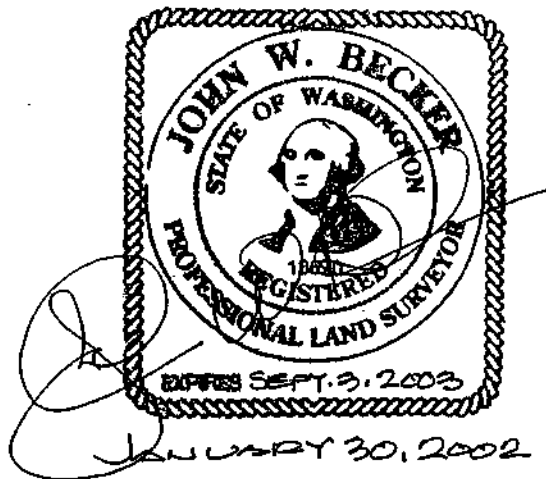
EXHIBIT A

PROPOSED
LEGAL DESCRIPTION

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

THAT PORTION OF THE WEST 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 EASTERLY PRODUCTION OF THE SOUTH LINE OF THE NORTH
40 FEET OF LOT 2, BLOCK 7 OF SAID PLAT, AND THE EASTERLY
PRODUCTION OF THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 4,
BLOCK 7, SAID PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR.

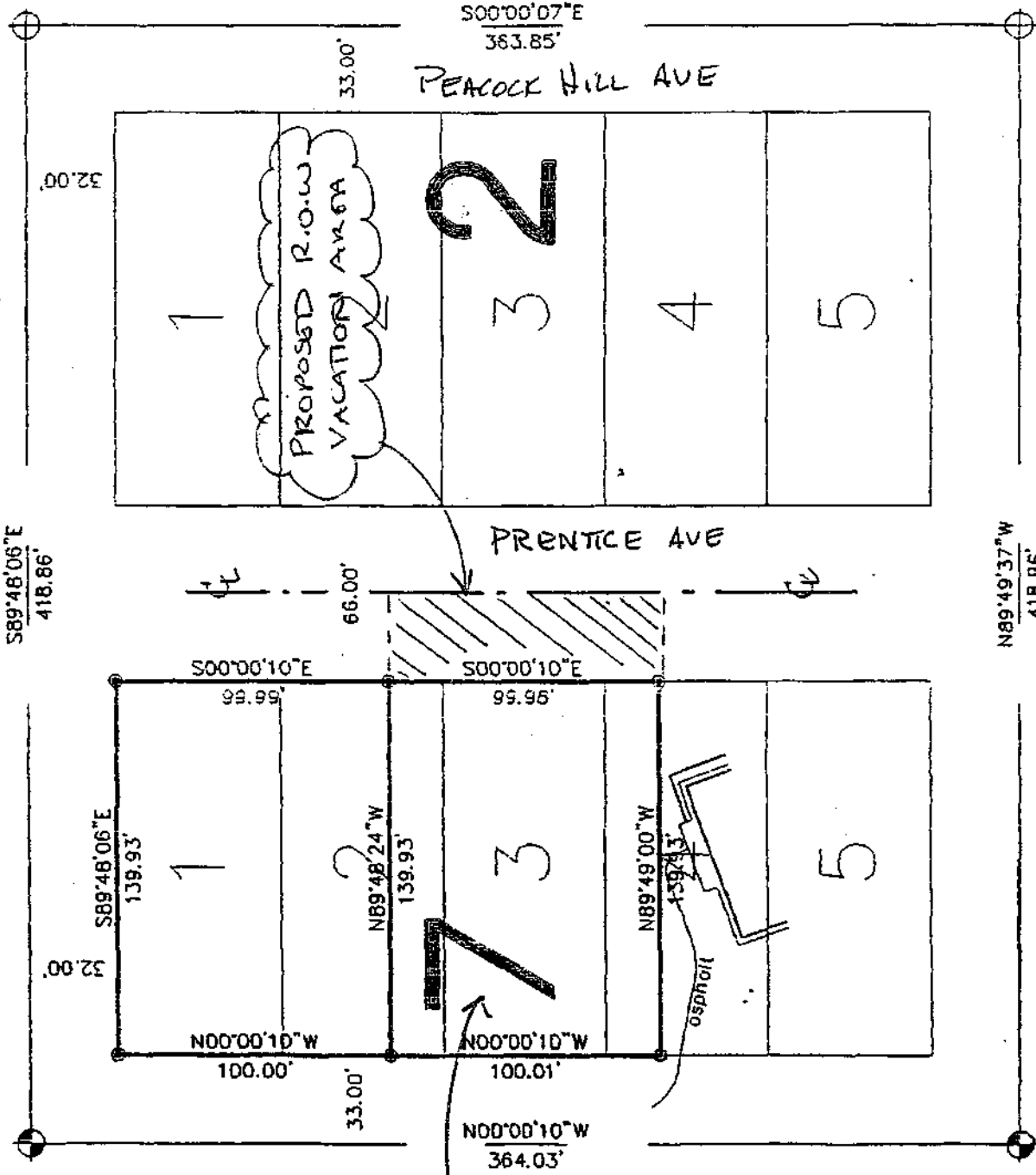
ALL BEING SITUATE IN THE NORTHEAST QUARTER OF SECTION 6,
TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY,
WASHINGTON.



PREPARED BY AHBL, INC.
AHBL JOB NO. 201494.50
January 30, 2002

EXHIBIT B

WHITE ST. (SUTHERLAND)



NORTON ST. (BENSON)

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

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

On _____, 2004 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 _____,
2004.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILDBERT AND CITY COUNCIL MEMBERS
FROM: STEVE OSGUTHORPE, AICP *S.O.*
PLANNING & BUILDING MANAGER
SUBJECT: FIRST READING OF ORDINANCE ADDING A ROUNDING
PROVISION FOR CALCULATING RESIDENTIAL DENSITY.
DATE: OCTOBER 11, 2004

INFORMATION/BACKGROUND

Applicant: Sheila Koscik
739 7th St. SE
Puyallup, WA 98372
(253) 238-1540

Agent: Mary Souza / ReMax Executives
5246 Olympic Drive NW
Gig Harbor, WA 98335
(253) 238-1540

Attached for the Council's consideration is a draft ordinance that would add a rounding provision for determining residential density. The provision would allow rounding the number of allowable dwelling units to the nearest whole number to address questions of fractional dwelling units in density calculations. Rounding up would be permitted if the fractional dwelling unit was .5 or above. It would have to be rounded down if it was below .5.

Many jurisdictions, including Pierce County, include a rounding provision for the purposes of calculating residential density. Chapter 17.05 was recently added as an amendment to the GHMC to provide the public with specifications of dwelling unit densities, but it did not address the issue of fractional dwelling units. It is therefore necessary to round fractional dwelling units down to the nearest whole number in order to not exceed the maximum stated density by even a fraction of a unit.

The Planning Commission held a public hearing on the proposed amendments on August 19, 2004. The Commission then forwarded a recommendation to the City Council to approve of the proposed amendments (6/1 (Dick Allen)).

POLICY CONSIDERATIONS

Applicable land use policies and codes are as follows:

A. Comprehensive Plan: The Land Use Element of the Comprehensive Plan includes a policy under generalized land use categories on page 8 addressing residential densities as follows:

a. Residential

Provides primarily for residential uses and facilities that would ordinarily be associated with closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 3.0 – 4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0 – 12.0 dwelling units per acre).

B. Gig Harbor Municipal Code: Chapter 17.05 was recently added as an amendment to the GHMC. This chapter specifies the calculations used in determining the allowable dwelling units permitted at any given lot in the City. However, there is nothing in this chapter that pertains to the rounding of fractional dwelling units.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a determination on non-significance (DNS) for this proposal on July 14, 2004. The comment period on the SEPA determination was September 20, 2004, and the appeal period ended on October 4, 2004. No comments or appeals were submitted.

RECOMMENDATION

The staff finds that the proposed rounding provision provides needed clarification on how density should be calculated. The staff recommends that the Council adopt the ordinance at the second reading, which is scheduled for October 25, 2004.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AND THE METHOD FOR DETERMINING THE NUMBER OF DWELLING UNITS PERMITTED PER ACRE, INCLUDING A NEW PROVISION ALLOWING THE ROUNDING OF ACTUAL DENSITY TO THE NEAREST WHOLE NUMBER; ADDING A NEW SECTION 17.05.035 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City of Gig Harbor, through the Zoning Code, has established maximum residential densities in all residential districts in the City; and

WHEREAS, density units are stated in whole numbers; and

WHEREAS, applying density limits to a specified lot often results in a fractional number of density units; and

WHEREAS, the City of Gig Harbor has no policy regarding "rounding" of fractional dwelling units in the GHMC for the purposes of calculating density; and

WHEREAS, a proposed text amendment has been submitted by Sheila Koscik, a resident and property owner in Gig Harbor, that would allow rounding fractional dwelling units in Gig Harbor City limits to the nearest whole number; and

WHEREAS, the proposed text amendment would provide clarification on allowable density; and

WHEREAS, the proposed text amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official issued a determination of Non-significance for the proposed text amendment on July 19, 2004 pursuant to WAC 197-11-350; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on July 19, 2004, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on August 19, 2004, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____, 2004; Now, Therefore,

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

Section 1. A new section 17.05.035 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.05.035 Density Rounding. The allowable number of dwelling units for any given lot of the city shall be calculated by multiplying the net buildable land area by the allowed density in dwelling units/acre. The result of this calculation shall equal the number of dwelling units permitted. If a calculation results in a fractional dwelling unit, the fractional dwelling unit shall be rounded to the nearest whole number. Less than .5 shall be rounded down. Greater than or equal to .5 shall be rounded up.

Example: 1.5 acres x 3 du/acre = 4.5 (rounded to 5 dwelling units)

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 City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2004.

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: 10/6/04
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION ESTABLISHING HARBOR RIDGE MIDDLE SCHOOL
LATECOMER'S AGREEMENT FOR REIMBURSEMENT OF MUNICIPAL
WATER
DATE: OCTOBER 11, 2004

INFORMATION/BACKGROUND

The City is required to take action to approve and execute a water latecomer's agreement for reimbursement of a portion of the construction costs for the Burnham Drive waterline extension. The proponent and applicant is the Peninsula School District. Extension of the waterline was required in order for the School District to obtain the necessary fire flow as part of the Harbor Ridge Middle School Renovation and expansion project.

In accordance with the provisions of GHMC Chapter 13.35, the applicant submitted a request to the City for a latecomer's reimbursement agreement. The methodology for the assessment along with the calculations and the affected parcels were created by the applicant. The City reviewed the supplied information for correctness and conformity with the provisions contained within the GHMC and determined their application to be complete. The methodology serving as the basis of assessment was identical to the previously executed Burnham Drive Latecomers agreement executed in 2002.

Upon City receipt and verification of the information, the City mailed out notices to all affected property owners (21 total) informing them of the assessment should the property owner elect to connect to the above mentioned waterline. One response was received from Mr. Wade Perrow, property owner of Lot 22. In his response, Mr. Perrow challenges the inclusion of his property in the latecomer's assessment citing his property is not contiguous to the waterline extension and that he will not be connecting to the waterline. The City informed the applicant's consultant Engineer, AHBL of Mr. Perrow's letter and requested that AHBL respond to his concerns. Attached is their response to Mr. Perrow's letter. The City has reviewed the issue and concurs with the reasoning to include Mr. Perrow's property.

Again, it must be noted there is no requirement that any of the affected property owners to connect to the waterline. The assessment would only be collected if a property owner chose to obtain City domestic water or fire flow service. Mr. Perrow could indeed connect to the waterman on Woodworth Avenue. Should that occur, Mr. Perrow would not be assessed a latecomer's fee since his connection point would be from a different waterman. The City requested that AHBL contact Mr. Perrow directly to help clarify the

situation with him. AHBL and the City Engineer's response to Mr. Perrow's concerns have been attached.

Staff has prepared a draft resolution establishing Council acceptance and execution of the resolution establishing the Harbor Ridge Middle School Latecomer's Agreement for Reimbursement of Municipal Water. The City Attorney has reviewed and approved the draft resolution.

RECOMMENDATION

I recommend that the City Council adopt the resolution as presented.

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A LATECOMER'S AGREEMENT FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH THE INSTALLATION OF A MUNICIPAL WATER MAIN EXTENSION BY THE PENINSULA SCHOOL DISTRICT.

WHEREAS, on November 1, 2003, (Project Completion Date) the Peninsula School District installed a new 12 inch water line in the area shown on the map labeled "Exhibit A," attached to the document entitled "Latecomer's Agreement for Reimbursement of Municipal Water Extension," which document is attached hereto as Attachment 1, and incorporated herein by this reference; and

WHEREAS, on February 3, 2004, the City of Gig Harbor accepted the water line for public ownership and maintenance; and

WHEREAS, the Peninsula School District requested that the City utilize the procedures in RCW Chapter 35.91 to allow reimbursement to the District of the District's costs associated with the water line; and

WHEREAS, the District submitted information to the City for the allocation of the "pro rata" share to be paid by all owners of property who request to hook up to the line within fifteen years after the Council's authorization of the Mayor's execution of the Latecomer's Agreement (Attachment 1); and

WHEREAS, the City Engineer reviewed the information submitted by the District, and determined that it was complete and that it was consistent with the methodology used by the City for previous latecomer agreements; and

WHEREAS, within twenty (20) days prior to October 11, 2004, the City staff mailed out notices to all owners of property identified by the District in the Exhibits to the Latecomer's Agreement (Attachment 1), of the Council's public hearing on the authorization of the Agreement; and

WHEREAS, after such mailing, the City only received one written response, from Wade Perrow of Donkey Creek Holdings (dated September 27, 2004); and

WHEREAS, the City forwarded Mr. Perrow's letter to the District so that its engineers could develop a response, and the District's response was dated October 4, 2004; and

WHEREAS, on October 11, 2004, the City Council held a public hearing on the Latecomer's Agreement (Attachment 1), and heard the testimony of the District's representatives, members of the public and the City staff; Now, Therefore,

BE IT HEREBY RESOLVED AS FOLLOWS:

Section 1. Letter from Wade Perrow of Donkey Creek Holdings. The City Council acknowledges the information provided by Steve Misiurak, the City Engineer, regarding the options available to Mr. Perrow for water hook-ups on his property. Mr. Misiurak pointed out that the assessment would only be collected if Mr. Perrow chose to hook-up to this particular water main. If Mr. Perrow chose instead to connect to the water main on Woodworth, Mr. Perrow would not be assessed a latecomer's' fee under the Agreement, because his connection point would be from a different water main.

Section 2. Authorization for Execution of the Latecomer's Agreement. The City Council hereby authorizes the Mayor to sign the Latecomer's Agreement, which is Attachment 1 to this Resolution.

Section 3. Recording Against the Properties Affected. The City Community Development Director is hereby directed to record the Latecomer's Agreement against the properties identified in the Exhibits to the Latecomer's Agreement, with the Pierce County Auditor's Office.

RESOLVED by the City Council this 11th day of October, 2004.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____
CAROL A. MORRIS, CITY ATTORNEY

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

**LATECOMERS AGREEMENT FOR REIMBURSEMENT
OF MUNICIPAL WATER MAIN EXTENSION**

THIS AGREEMENT, made this ____ day of _____, 2004, by and between the Peninsula School District, a Washington municipal corporation, whose business address is 14015 62nd Ave NW, Gig Harbor, WA 98332 and the City of Gig Harbor, a Washington municipal corporation, whose business address is 3510 Grandview St., Gig Harbor, WA 98335, situated in Pierce County, Washington, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

RECITALS

1. The City owns and operates a water system within and adjacent to its limits; and
2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010, *et seq.*, certain extensions to said system more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which additions are capable of serving areas now owned by the Owner; and
3. The area capable of being served by the extensions to said systems described in Exhibit "A", is herein referred to as the "benefited property," and is more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein; and
4. The extensions to said system described in Exhibit "A" are located within the area served by the City and have not been accepted by the City for maintenance and operation; and
5. The cost of construction of the water main extension described in Exhibit "A" under the provisions of said Municipal Water and Sewer Facilities Act amounts to \$433,630; and
6. The City has determined and the Owners have agreed that the area benefited by said extensions amounts to 2792 lineal front feet of which 403 lineal front feet is directly attributable to the Owner and the remaining benefited properties, resulting in fair prorata shares of the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefited thereby, and who tap on or connect to said system as described in Exhibit 'A'; and
7. The City and Owner desire and intend by this Agreement to provide for collection of the fair prorata share of the cost of construction of said extensions from the owners of the benefited properties (as described on Exhibit "B") who did not contribute to the original

cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act, PROVIDED, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the extensions described in Exhibit "A" shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to refuse service to an owner of the benefited property in order to secure compliance with such requirements of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. The Owner shall transfer title, free and clear of all encumbrances to the extensions described in Exhibit "A", by a Bill of Sale to be executed and delivered by Owner to the City upon acceptance of said extensions for maintenance by the City. This Bill of Sale shall contain the Owner's warranty that it has good title and the right to convey said extensions, that it will warrant and defend the City against the claim of interest therein asserted by any third person, that it will guarantee the workmanship and materials in said facility for a period of one year after the date of acceptance by the City and that it warrants said extensions to be fit for the use for which they are intended.

C. Owner further warrants that it is the owner in title absolute of the extensions described in Exhibit "A", that it has neither permitted or suffered any person or other entity to tap onto said extensions prior to the date of this Agreement; that the charges described in Exhibit "C" totaling \$433,630 is a fair prorata charge to be assessed against the owners of the benefited premises, as described in Exhibit "B", who subsequently tap on to or connect to said facility, and do further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed which have been satisfied. In the event that any lien or other claim against said extensions are asserted after conveyance to the City, (which Owner shall defend and save harmless the City from loss on account thereof), and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this Agreement.

D. In consideration of the conveyance of the extensions described in Exhibit "A", the City agrees to accept said extensions for maintenance as part of its facility, after inspection and testing by the City Engineer and his recommendation of acceptance, and further agrees to collect from the owners of the realty benefited by said lien who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair prorata

share of the cost of such construction based upon the sum of which unit charge shall be conclusively presumed to be a fair prorata charge against the benefited parcels. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility and in addition to the amount agreed to be collected by the City in this paragraph, a sum equal to fifteen percent (15%) to be collected from owners or persons tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

E. The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt thereof at the address of the Owner as set forth hereinafter or at such other addresses as the Owner shall provide by Certified Mail. If said payments are returned to the City unclaimed by the Owner or if the City is unable to locate the Owner after six (6) months, the City shall retain all sums then received and all future sums collected under this Agreement.

F. In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing hereunder, after notice, to such successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and cost, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

G. The City agrees not to allow an Owner or user of any benefited property as described in Exhibit "A" to tap onto said facility without such owner or user having first paid to the City a sum equal to the fair prorata charge hereinabove set forth.

H. In the event of any claims arising as a result of the acts or omissions of the City, its officers, officials, employees representatives and agents, in the performance of the services described in this Agreement, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any person. In addition, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any third persons asserting that the formula used to determine either the benefited properties or the amount of such benefit is in error or does not amount to a fair prorata charge.

I. The City shall be entitled to rely, without any resulting liability to the City, on the

provisions of this Agreement with respect to the fairness of the prorata charge herein provided, and upon the designation and description of the benefited properties set forth in Exhibit "B".

J. This Agreement shall become operative immediately after recording with the Auditor of each County in which any of the benefited lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen (15) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier; provided, that in the event the additions described in Exhibit "A" or any portions thereof shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's facility, such determination of uselessness to be in the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner of the tapping charges provided pursuant to this Agreement shall cease.

K. 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 Owner.

L. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

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

Peninsula School District
14015 62nd Ave. NW
Attn: Deputy Superintendent
Gig Harbor, WA 98332

M. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

N. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

O. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

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

Q. This Agreement, including its exhibits and all documents referenced herein,

constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

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

CITY OF GIG HARBOR

OWNERS (Peninsula School District)

By: _____
Its Mayor

By: *[Signature]*
Its: *[Signature]*

ATTEST:

By: _____
City Clerk, _____

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ 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.

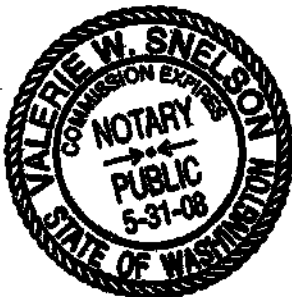
Dated: _____

NOTARY PUBLIC, State of Washington,
Print Name: _____
Residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Marcia Harris 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 Deputy Superintendent of Pennacocha School to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/25/2004



Valerie W. Snelson
NOTARY PUBLIC, State of Washington
Print Name: Valerie W. Snelson
Residing at: Gig Harbor
My Commission expires: 5/31/08

EXHIBIT A



Description:

A new 12 in. water main was constructed beginning at parcel no.2 and ending at parcel no.18 by the Peninsula School District for the Harbor Ridge Middle School and is the purpose of this Latecomers Agreement. The affected properties of this agreement (shown as shaded), lie along Burnham Dr. and Prentice Ave. The legal descriptions of these parcels appear on Exhibit "B". In the event future connections are made to this line by a particular parcel, the dollar amount to be collected for that parcel appears on Exhibit "C" in the Total Allocation column.

EXHIBIT B

PARCEL REFERENCE	TAX LOT NUMBER	LEGAL DESCRIPTION
1	0222314037	SECTION 31 TOWNSHIP 21 RANGE 02 QUARTER 43 : S 330 FT OF SW OF SE EXC W 264 FT AS MEAS AT R/A TO W U THEREOF EASE OF RECORD OUT OF 4-008 SEG F-0629 JU 1/4/94AJ
2	0222313066	SECTION 31 TOWNSHIP 21 RANGE 02 QUARTER 34 : S 20 FT OF THAT POR OF S 330 FT OF SE OF SW LY ELY OF GIG HARBOR- LONGBRANCH HWY OUT OF 4-008 SEG F-0629 JU 1/4/94AJ
3	0221061093	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : THAT POR OF N 1/2 OF N 1/2 OF NW OF NE LY NELY OF NELY U OF GIG HARBOR-LONGBRANCH RD EXC BEG AT INTER OF W U OF NE & NELY U OF GIG HARBOR-LONGBRANCH CO RD TH SELY ALG SD NELY U OF RD 80 FT TH N PAR/W W U OF NE 140 FT TH NWLY PAR/W NELY U OF GIG HARBOR-LONGBRANCH ANDH CO RD 80 FT TO W U OF NE TH S ALG SD W U 140 FT TO POB OUT OF 1-036 SEG J1350 BB
4	0221061094	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : BEG AT INTER OF W U OF NE OF SEC & NELY U OF GIG HARBOR-LONGBRANCH CO RD TH SELY ALG SD NELY U OF RD 80 FT TH N PAR/W W U OF NE OF SD SEC 140 FT TH NWLY PAR/W NELY U OF GIG HARBOR-LONGBRANCH CO RD 80 FT TO W U OF NE OF SD SEC TH S ALG W U 140 FT TO POB OUT OF 1-036 SEG J1350 BB
5	0221066010	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 22 : L 4 OF SHORT PLAT 84-09-28-0164 TOG/W EASE & RESTRICTIONS OF RECORD OUT OF 1-091 & 2-022 SEG X-1263 PP ES
6	0221061050	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : BEG AT INTER OF ELY U OF G H L B CO RD WITH A U PAR TO & 417.49 FT S OF N U OF NE TH S 89 DEG 43 MIN 04 SEC E 378 FT TH S 00 DEG 14 MIN 10 SEC W 150 FT TH N 89 DEG 43 MIN 04 SEC W TO E U OF SD RD TH NWLY ALG SD E U OF RD TO BEG
7	0221061072	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR BEG AT A PT ON N & S C/A 640.91 FT S FROM N 1/4 COR OF SEC TH N 89 DEG 16 MIN 10 SEC W 714.28 FT TO PT ON ELY U OF TLECT U R/W PT S 21 DEG 44 MIN 22 SEC E ALG SD ELY R/W U 167.83 FT TH S 88 DEG 16 MIN 10 SEC E 1280.08 FT TO WLY U CHLB CO RD AS HOW LOC TH NWLY ALG SD R/W TO PT S 89 DEG 16 MIN 10 SEC E FROM BEG TH N 88 DEG 16 MIN 10 SEC W 540 FT M/A TO BEG RESERVY OF RECORD BORY U AGREE # 2197734 SEG F 1450
8	0221061055	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : THAT PART OF FOLL LY OUTSIDE TOWN OF GIG HARBOR COM AT SE COR OF SE OF NW OF NE TH ALG E U OF SD SUBD N 00 DEG 25 MIN 36 SEC E 481.02 FT TO POB TH S 89 DEG 03 MIN 51 SEC W 508.27 FT TO ELY U OF G H L CO RD TH NWLY ALG SD RD ON A C TO L RAD 603 FT A DIST OF 79.55 FT TH N 26 DEG 41 MIN 10 SEC W 320.39 FT TH LEAVING SD RD N 89 DEG 03 MIN 51 SEC E 685.82 FT TO E U OF NW OF NE TH S 00 DEG 25 MIN 36 SEC W 362.40 FT TO POB
9	0221061073	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR THAT POR OF NE OF NW & NW OF NE LY ELY OF TLECT U R/W & WLY OF CHLB CO RD & S OF FOLL DESC U COM 794.91 FT S OF NE COR OF NW TH S 88 DEG 16 MIN 10 SEC E 628.90 FT TO PT ON WLY R/W OF CHLB CO RD & POB TH N 88 DEG 16 MIN 10 SEC W 1280.08 FT TO PT ON E U TLECT U R/W & TERM OF SD U EXC S 330 FT AS MEAS ALG N & S C/A OF SEC BORY U AGREE # 2197734 ACREAGE FIGURED ON SURVEY BY B WHITAKE SEG F-1450 (DCAJES7-25-80)
10	0221061075	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : COM NW COR OF NE TH S 794.91 FT TH S 88 DEG 16 MIN 10 SEC E TO INTER WLY U CHLB CO RD TH SELY ALG SD WLY U OF CO RD TO INTER TOWN LIMITS OF GIG HARBOR & POB TH COM SELY ON WLY U OF SD RD TO A PT 330 FT N OF S U OF NW OF NE TH W ON SD U TO W TOWN LIMITS OF GIG HARBOR TH N ALG SD W TOWN LIMITS TO POB SEG F 1593
11	0221061054	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : THAT PART OF FOLL LY IN TOWN OF GIG HARBOR COM AT SE COR OF SE OF NW OF NE TH ALG E U OF SD SUBD N 00 DEG 25 MIN 36 SEC E 481.02 FT TO POB TH S 89 DEG 03 MIN 51 SEC W 508.27 FT TO ELY U OF GIG HARBOR LONGBRANCH CO RD TH NWLY ALG SD RD ON A C TO L RAD 603 FT A DIST OF 79.55 FT TH N 26 DEG 41 MIN 10 SEC W 320.39 FT TH LEAVING SD ROAD N 89 DEG 03 MIN 51 SEC E 685.82 FT TO E U OF NW OF NE TH S 00 DEG 25 MIN 36 SEC W 362.40 FT TO POB
12	0221061000	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : THAT POR OF S 330.1 FT OF NW OF NE LY WLY OF GIG HARBOR PURDY CO RD EXC E 660 FT THEREOF MEAS ALG S U & S 330.1 FT OF NE OF NW LY ELY OF T L C T U R/W SUBJ TO CY OF TAC EASE
13	0221061034	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR S 330.1 FT OF E 660 FT OF THAT POR OF NW OF NE LY WLY OF GIG HARBOR PURDY CO RD AS MEAS ON S U OF SD SUBD EXC THAT PART OF S 270 FT THEREOF WHICH LIES E OF MAIN CHANNEL OF NORTH CREEK
14	0221061043	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : THAT POR OF FOLL LY INSIDE TOWN OF GIG HARBOR S 330.1 FT OF E 660 FT OF THAT POR OF NW OF NE LY WLY OF GIG HARBOR PURDY CO ROAD AS MEAS ON S U OF SD SUBD EXC THAT PART OF S 270 FT THEREOF WHICH LIES E OF MAIN CHANNEL OF NORTH CREEK
15	0221061086	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : PARCEL OF LD ABOUT NW U OF A PARCEL DESC AS S 120 FT OF FOLL DESC PROP WHICH LIES E OF MAIN CHANNEL OF N CREEK S 330.1 FT OF E 660 FT OF THAT POR OF NW OF NE LY WLY OF G H PURDY CO RD SO DIST OF 660 FT BEING MEAS ALG S U OF NW OF NE SD ABOUT PARCEL DESC AS FOLL BEG NW COR OF ABOVE DESC PROP IN ELY 150 FT TH N PAR TO G H PURDY CO RD 150 FT TH W TO C/A OF SD CREEK TH SLY ALG SD C/A TO BEG SEG G 1129
16	0221065018	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 13 : L 2 OF SHORT PLAT 85-06-10-0285 TOG/W EASE OF RECORD OUT OF 1-041 SEG W-0306 WS ES
17	0221065020	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 12 : L 4 OF SHORT PLAT 85-06-10-0285 TOG/W EASE OF RECORD OUT OF 1-041 SEG W-0306 WS ES
18	0221061100	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 14 : BEG NW COR L 1 TH S 00 DEG 43 MIN E 220.36 FT TH N 82 DEG 41 MIN E 60.4 FT TH S 52 DEG 54 MIN E 300.61 FT TH S 52 DEG 16 MIN E 102.33 FT TH N 45 DEG 06 MIN E 324.64 FT TH S 46 DEG 17 MIN E 112.72 FT TH N 43 DEG 43 MIN E 95.46 FT TH N 63 DEG 18 MIN W 279.08 FT TO N U SUBD TH S 86 DEG 42 MIN W 745.1 FT TO BEG EXC W 60 FT FOR RD ALSO S 1/2 OF SW OF NE OF NE 06-21-02E ALSO TR "A" LY NWLY OF FOREST ST, NELY OF SCHOOL RD, SELY OF L 1 & WLY OF FULLER ST COMB 1-004, 1-019 & 403000-001-1 SEG U-1019 CA ES GOODMAN MIDDLE SCHOOL
19	4097000210	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 14 GIG HARBOR: GIG HARBOR L 11 B 3
20	4030000070	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 14 FULLERS: FULLERS L 6 B 1
21	0221061089	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 11 : S 1/2 OF N 1/2 AC OF THAT POR OF N 1/2 OF NE OF SEC 6 NOT INCL BY WOODMORTHS ADD EXC E 123 FT THEREOF & EXC ANY POR LY WITHIN FOLL DESC PARCEL A BEG AT A PT 712 FT S OF NE COR OF SD SEC 6 TH W 304 FT TH S 286 FT TH E 304 FT TH N 286 FT TH E 304 FT TO POB BEG AT SE COR OF N 1/2 OF SW OF NE OF SEC 6 TH W 608 FT TH N 429.2 FT TH E 304 FT TH S 286 FT TH E 304 FT TH N 143 FT TO POB TOG/W EASE SEG G 6028 TP
22	0221061102	SECTION 06 TOWNSHIP 21 RANGE 02 QUARTER 11 : PARCEL "K" DBL 92-09-03-0068 DESC AS BEG AT SE COR OF N 1/2 OF SW OF NE OF NE TH N 143 FT TH W 608 FT TH S 143 FT TH E 608 FT POB TOG/W FOLL DESC PROP COM AT SE COR OF N 1/2 OF SW OF NE OF NE TH W 608 FT TH N 429.2 FT TO POB TH S 286.2 FT TH E 304 FT TH N 286.2 FT TH W 304 FT TO POB TOG/W FOLL DESC PROP BEG 712 FT W & 712 FT S OF NE COR OF SEC TH W 304 FT TH S 286 FT TH E 304 FT TH N 286 FT TO POB EXC N 250 250 FT OF E 164.35 FT THEREOF SUBJ TO EASE OUT OF 1-002 & 1-003 SEG E0782AJ 10/14/9280 DC7614JUD/26/9280

Parcel Reference	Tax Lot Numbers	Gross parcel area (sq ft)	Wetland areas (sq ft)	Net parcel areas (sq ft)	% of Total Net Area	75% Allocation by Net Lot Area	Frontage (linear feet)	% of Total Linear Frontage	25% Allocation by Frontage	Total Allocation	
1	0222314037	348,480	0	348,480	10.6%	\$34,341	0	0.0%	\$0	\$34,341	
2	0222313066	6,098	2,036	4,062	0.1%	\$400	33	1.2%	\$1,281	\$1,682	
3	0221061093	447,796	0	447,796	13.6%	\$44,128	315	11.3%	\$12,231	\$56,359	
4	0221061094	11,200	0	11,200	0.3%	\$1,104	87	3.1%	\$3,378	\$4,482	
5	0221066010	236,966	0	236,966	7.2%	\$23,352	315	11.3%	\$12,231	\$35,583	
6	0221061050	46,174	0	46,174	1.4%	\$4,550	212	7.6%	\$8,232	\$12,782	
7	0221061072	196,456	2,493	193,963	5.9%	\$19,114	167	6.0%	\$6,484	\$25,598	
8	0221061055	50,094	0	50,094	1.5%	\$4,936	84	3.0%	\$3,262	\$8,198	
9	0221061073	471,755	74,481	397,274	12.0%	\$39,149	100	3.6%	\$3,883	\$43,032	
10	0221061075	25,700	0	25,700	0.8%	\$2,533	363	13.0%	\$14,095	\$16,627	
11	0221061054	179,467	0	179,467	5.4%	\$17,686	324	11.6%	\$12,580	\$30,266	
12	0221061000	236,095	13,283	222,812	6.8%	\$21,957	0	0.0%	\$0	\$21,957	
13	0221061034	112,820	32,069	80,751	2.4%	\$7,958	0	0.0%	\$0	\$7,958	
14	0221061043	7,405	0	7,405	0.2%	\$730	60	2.1%	\$2,330	\$3,059	
15	0221061086	25,931	18,305	7,626	0.2%	\$751	0	0.0%	\$0	\$751	
16	0221065018	43,402	0	43,402	1.3%	\$4,277	236	8.5%	\$9,163	\$13,440	
17	0221065020	84,559	0	84,559	2.6%	\$8,333	0	0.0%	\$0	\$8,333	
18	0221061100	506,602	0	506,602	15.4%	\$49,923	403	14.4%	\$15,648	\$65,571	Developer
19	4097000210	5,712	0	5,712	0.2%	\$563	40	1.4%	\$1,553	\$2,116	
20	4030000070	5,558	0	5,558	0.2%	\$548	53	1.9%	\$2,058	\$2,606	
21	0221061089	174,676	0	174,676	5.3%	\$17,213	0	0.0%	\$0	\$17,213	
22	0221061102	219,978	0	219,978	6.7%	\$21,678	0	0.0%	\$0	\$21,678	
Totals		3,442,924	142,667	3,300,257	100.0%	\$325,223	2792	100.0%	\$108,408	\$433,630	
Total Cost of Construction:				\$433,630							
75% of Total Cost:				\$325,223							
25% of Total Cost:				\$108,408							
Developer's Pro Rata Share:				\$65,571							
Total Assessment:				\$368,080							
Administrative Fee per 13.35.080 GHMC:				\$18,403	(Assumes connection of all affected parcels)						
Potential Net Amount Due Developer:				\$349,657	(Assumes connection of all affected parcels)						

EXHIBIT C

DONKEY CREEK HOLDINGS, LLC

PO Box 245
Gig Harbor, WA 98335

(253) 851-9309
FAX (253) 851-6475

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

September 27, 2004

Attn: Steve Misiurak, P.E.
RE: Latecomer's Agreement -- Harbor Ridge Middle School

RECEIVED
SEP 29 2004

CITY OF GIG HARBOR
PUBLIC WORKS DEPT

Dear Mr. Misiurak:

Donkey Creek Holdings is in receipt of the suggested latecomer's area for the municipal waterline extension identified in your September 22, 2004 letter. Donkey Creek believes an error has been made in identifying, at a minimum, parcel no. 22. Parcel No. 22 will not receive water directly from or as an extension of this improvement.

Having participated in the previous latecomer's agreement, bringing the waterline from the Women's Correction Center to Burnham Drive, the city was explicitly clear in noting only specific contiguous properties would be assessed latecomer's fees. Attached is a copy of the city's April 23, 2002 letter and Exhibit B indicating the identified properties. Donkey Creek believes the city has erred in identifying parcel 22 as a benefit area to this line extension.

As the owner of identified parcel 22, we will not be tapping on or connecting to said system as described in Exhibit A. As a participant in the previous line extension, we were specifically and clearly informed that the city could not and would not allow collection of latecomer's fees for any entity extending on or connecting to the improvements completed from the Women's Correction Center to Burnham Drive. Furthermore, the City clearly stated any improvements to the city's water system created by the developer but not specifically tied to, tapping to or connecting to the system could not and would not constitute participation in the latecomer's agreement.

Should the City now change its position in this regard, there are considerable undeveloped parcels located between and along Burnham Drive and on up Woodward that have not been identified in the suggested latecomer's agreement.

In conclusion, Donkey Creek Holdings believes the inclusion in this latecomer's agreement is inappropriate and uncalled for as it relates to Parcel 22. Parcel 22 will be connecting to the Woodworth waterline at Benson Road. Connection at this point will require a waterline extension from the existing system.

Given the direction and logic incorporated into the previous latecomer's agreement from the Women's Correction Center to Burnham Drive, the same logic and doctrine of fairness needs to be provided across the board. Parcel 22 is not a benefiting area to this latecomer's agreement and we request it be removed prior to presentation to the City Council.

Sincerely,



Wade Perrow

c: Mark Hoppen, City Administrator
John Vodopich, Community Development Director

Encl: April 23, 2002 Latecomer's agreement



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

April 23, 2002

Wade and Beth Perrow
Burnham Construction LLC
PO Box 245
Gig Harbor, WA 98335

SUBJ: Latecomers Agreement
-Burnham Drive Water Main Extension, Gig Harbor, Washington

Dear Property Owner:

The latecomers agreement was presented and approved by the City Council at their regular meeting on April, 22, 2002. The latecomers assessment will be recorded with your property, as shown on the enclosed assessment map and table.

As previously stated, you are not required to pay anything at this time. You will be assessed only in the event that you choose to hook-up to city water, or already have connected.

Sincerely,

Steph
Stephen Misiurak, P.E.
City Engineer

Enclosure

c: Mark Hoppen, City Administrator
John Vodopich, Community Development Director

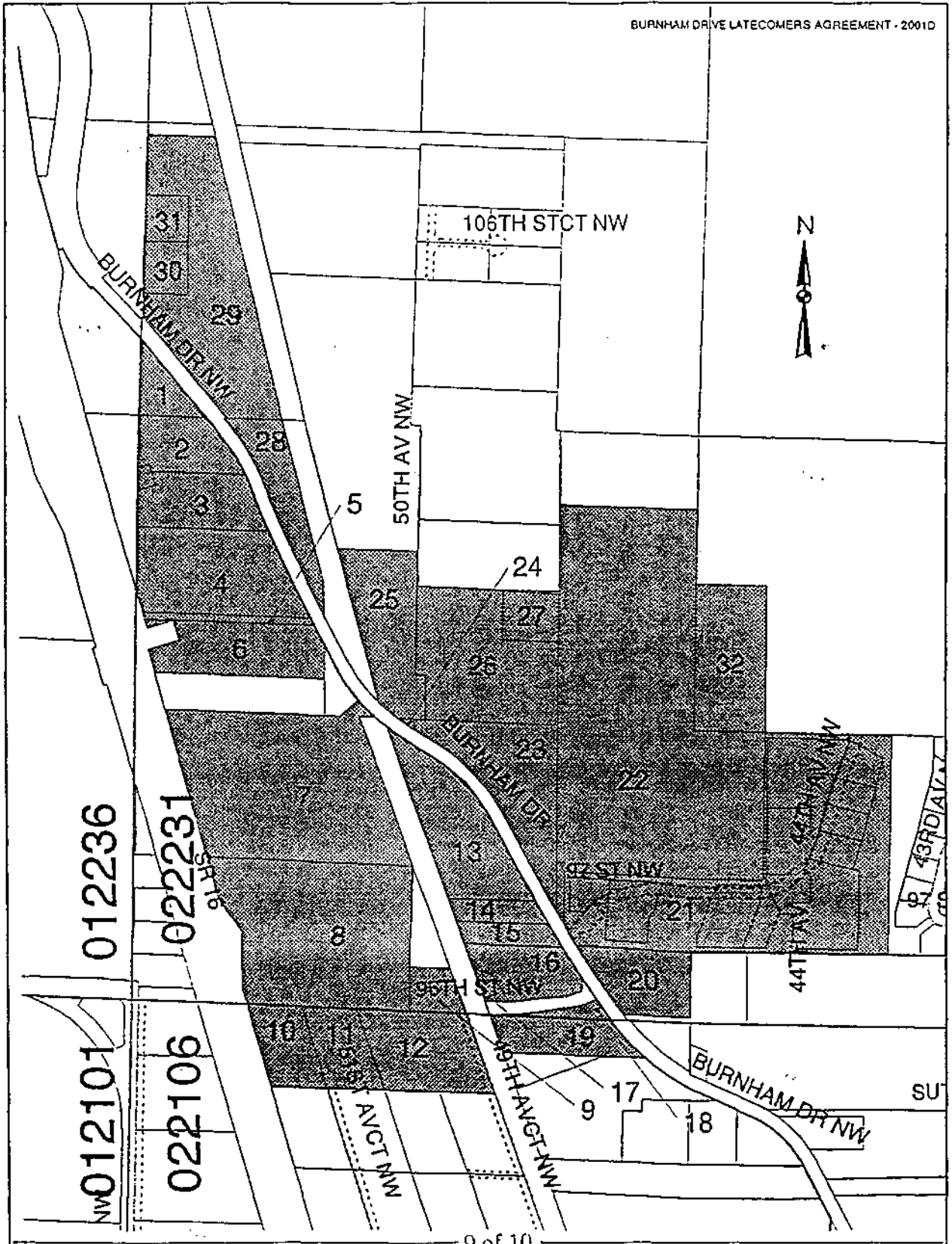


EXHIBIT B

BURNHAM DRIVE WATER MAIN EXTENSION

EXHIBIT C:

TOTAL PROJECT CONSTI \$346,585.50

EXH B MAP #	PARCEL NO.	AREA (acre)	INITIAL AREA (square feet)	WETLANDS (deduct sq. ft.)	USABLE AREA (square feet)	FRONTAGE (lf)	LOT AREA CHARGE	FRONT FOOTAGE CHARGE	TOTAL CHARGE
1	0222312008	1.07	46,609.00	0	46,609.00	469	\$1,841.82	\$4,246.31	\$6,088.13
2	0222313022	2.07	90,169.00	0	90,169.00	316	\$3,563.16	\$2,861.05	\$6,424.21
3	0222313009	3.22	140,363.00	0	140,363.00	278	\$5,546.65	\$2,517.00	\$8,063.65
4	0222313042	7.03	308,226.00	0	306,226.00	437	\$12,100.98	\$3,956.58	\$16,057.56
5	0222313040	0.57	24,829.00	0	24,829.00	36	\$981.15	\$325.94	\$1,307.10
6	0222313028	4.64	202,118.00	0	202,118.00	100	\$7,986.99	\$905.40	\$8,892.39
7	0222313062	13.56	590,673.00	22490	568,183.00	109	\$22,452.60	\$986.88	\$23,439.48
8	0222313038	12.33	537,094.00	950	536,144.00	743	\$21,186.53	\$6,727.09	\$27,913.62
9	0222313053	1.10	47,916.00	3690	44,226.00	265	\$1,747.66	\$2,399.30	\$4,146.96
10	0221062039	2.29	99,752.00	0	99,752.00	251	\$3,941.85	\$2,272.54	\$6,214.39
11	0221062069	2.26	98,445.00	0	98,445.00	248	\$3,890.20	\$2,245.38	\$6,135.58
12	0221062064	4.79	208,652.00	0	208,652.00	510	\$8,245.19	\$4,617.52	\$12,862.71
13	0222313020	5.44	236,966.00	71880	165,086.00	1075	\$6,523.62	\$9,733.00	\$16,256.62
14	0222313027	0.92	40,075.00	5370	34,705.00	124	\$1,371.42	\$1,122.69	\$2,494.11
15	0222313018	0.92	40,075.00	3880	36,195.00	123	\$1,430.30	\$1,113.64	\$2,543.94
16	0222313063	2.14	93,218.00	3450	89,768.00	401	\$3,547.32	\$3,630.64	\$7,177.95
17	0222313050	0.36	15,681.00	4180	11,501.00	111	\$454.48	\$1,004.99	\$1,459.47
18	0222313049	0.39	16,988.00	0	16,988.00	410	\$671.31	\$3,712.12	\$4,383.43
19	0221062006	2.93	127,630.00	0	127,630.00	98	\$5,043.49	\$887.29	\$5,930.78
20	0222313016	3.01	131,115.00	36690	94,425.00	387	\$3,731.34	\$3,503.88	\$7,235.23
21	4001020190	19.82	863,335.00	46790	816,545.00	112	\$32,266.99	\$1,014.04	\$33,281.04
22	0222313044	30.36	1,322,482.00	0	1,322,482.00	66	\$52,259.85	\$597.56	\$52,857.41
23	0222313024	5.17	225,205.00	0	225,205.00	1079	\$8,899.31	\$9,769.22	\$18,668.53
24	0222313012	0.02	871.00	0	871.00	97	\$34.42	\$878.23	\$912.65
25	0222313035	5.29	230,432.00	30620	199,812.00	111	\$7,895.87	\$1,004.99	\$8,900.86
26	0222313058	7.58	330,243.00	0	330,243.00	0	\$13,050.04	\$0.00	\$13,050.04
27	0222313059	1.29	56,250.00	0	56,250.00	0	\$2,222.80	\$0.00	\$2,222.80
28	0222313008	2.40	104,544.00	16150	88,394.00	1008	\$3,493.02	\$9,126.39	\$12,619.41
29	0222312035	9.98	434,728.00	124940	309,788.00	606	\$12,241.73	\$5,486.70	\$17,728.43
30	0222312033	1.11	48,351.00	15470	32,881.00	0	\$1,299.34	\$0.00	\$1,299.34
31	0222312034	0.94	40,946.00	5240	35,706.00	0	\$1,410.98	\$0.00	\$1,410.98
32	0222314016	5.00	217,800.00	0	217,800.00	0	\$8,606.69	\$0.00	\$8,606.69
TOTALS		160.00	6,969,781.00	391,790.00	6,577,991.00	9,570.00	\$259,939.13	\$86,646.38	\$346,585.50

Front Footage Charge = (Total Project Cost)(0.25)(Lot Front Footage)/9,570

Lot Area Charge = (Total Project Cost)(0.75)(Usable Lot Area)/6,577,991



Peninsula School District

14015 - 62nd Ave. NW, Gig Harbor, WA 98332
(253) 857-3501 • Fax (253) 857-3575
Support & Operations

October 4, 2004

Wade Perrow
P.O. Box 245
Gig Harbor, WA 98335

Subject: Harbor Ridge Middle School Latecomer Agreement

Dear Mr. Perrow:

City staff forwarded to the Peninsula School District your letter of September 27, 2004, regarding the Parcel 22 of the proposed latecomer agreement. While we cannot respond to all of the issues raised in your letter, we would like to clarify the reason that Parcel 22 is proposed for inclusion as a property subject to the agreement.

Your letter makes reference to several statements attributed to the City regarding properties that may be made subject to a latecomer agreement and to water facilities that are not eligible for a latecomer. The School District has not been able to obtain clarification of these points from the City and thus we are not able to respond. Please be aware, however, that latecomer agreements in the City of Gig Harbor are now administered under Ordinance 942, which was adopted in October 2003. Since the ordinance was adopted subsequent to approval of the Burnham Drive Latecomer Agreement, the rules guiding such agreements may have changed.

Parcel 22 was included in the proposed latecomer application as it appears likely that connection to the Burnham Drive water main will be necessary to meet fire flow requirements for development of the property. According to the information available to the School District, water facilities east of the Parcel 22 are generally characterized by 4- to 6-inch lines. If these lines are insufficient to provide fire flow, connection to the Burnham Drive main may be necessary.

Inclusion of the parcels at a distance from the alignment is allowed under Section 13.35.030(C) of the Gig Harbor Municipal Code, which provides for encumbrance of parcels that may connect to laterals or branches as well as those connecting directly to the water main.

The School District has endeavored to propose the most equitable distribution of costs possible for the water main it constructed in Burnham Drive. Throughout the process, the District has coordinated with City staff to the extent possible to check assumptions and has remained open to suggestion and staff feedback. While the School District cannot predict with certainty how development and redevelopment will occur in this portion of the City, we believe that there is a logical nexus for each parcel included in the assessment area.

Mr. Wade Perrow
October 4, 2004
Page 2

Therefore, the School District has determined not to withdraw the application and resubmit a revised application.

Sincerely,



Marcia E. Harris
Deputy Superintendent

- c Stephen Misiurak, City of Gig Harbor
- William Hendrickson, City of Gig Harbor
- Calvin Gasaway, Greene-Gasaway Architects, PLLC
- Doreen Gavin, AHBL, Inc.
- Spencer Beier, AHBL, Inc.
- Owen Dennison, AHBL, Inc.

From: Owen Dennison [mailto:ODennison@AHBL.com]
Sent: Wednesday, October 06, 2004 12:09 PM
To: Misiurak, Steve
Cc: Hendrickson, Willy; Paul McCormick; Doreen Gavin; HarrisM@Peninsula.wednet.edu
Subject: Harbor Ridge Latecomer Agreement

Steve,

We have contacted Mr. Perrow, as you requested. Thus far, communication has been limited to exchanges of messages. However, Mr. Perrow clarified several points.

- Mr. Perrow believes that the City told him that his participation in the Burnham Drive latecomer agreement relieved him of further obligation for future latecomer agreements for extensions of the water line.
- He cited the water cross-tie between Burnham Drive and Woodworth that he was required to construct and deed as part of his business park development in the prior latecomer agreement area. He evidently feels that the improvements he made to the network should provide adequate fire flow from the area to the east of Parcel 22.
- He believes that he was specifically told that participation in a latecomer agreement can only be required of parcels directly abutting the alignment.

Mr. Perrow offered no documentation of the information he believes he received from the City at the time of the prior latecomer process.

We will continue to try to engage in direct conversation with Mr. Perrow.

Please let me know if you have any questions.

Thanks,
Owen

Owen Dennison, AICP
Planner



TACOMA • SEATTLE
206.267.2425 TEL
206.267.2429 FAX
www.ahbl.com

Civil Engineers • Structural Engineers • Landscape Architects • Community Planners • Land Surveyors • Neighbors



COMMUNITY DEVELOPMENT DEPARTMENT

October 6, 2004

Wade Perrow
Donkey Creek Holdings, LLC
PO Box 245
Gig Harbor, WA 98335

SUBJ: Harbor Ridge Middle School Latecomer's Agreement

Dear Mr. Perrow:

This letter responds to your written correspondence dated September 27, 2004 in which you raise several objections to being included in the Harbor Ridge Waterline Latecomer's Agreement. I will respond to each of your concerns as follows:

Contiguous Properties

The previously executed latecomer's agreement did in fact include noncontiguous parcels included in the assessment. Specifically, parcels 26, 27, 30 and 31 were included to name a few.

Basis for Latecomer's Agreement

Please refer to GHMC 13.35, which summarizes the requirements for a latecomer's agreement. The proponent has satisfied all the requirements and conditions contained within this chapter. Furthermore you included a copy of a letter from the City dated April 22, 2002, in which you reference the statement, "You will be assessed only in the event that you choose to hook up to City water, or have already connected." That latter part of the statement is referring to the portion of waterline previously constructed in 2002 and is not applicable to the current latecomer's request.

Connection to Waterline

Please understand neither Donkey Creek Holdings nor any of the other affected assessment parcels are required to make connection to the latecomer water line. The assessment would only apply should the parcel owner **choose to** make a connection. Reference is made in your letter of your intention to connect to the water system on Woodworth Avenue. That would be an acceptable option for City consideration, provided adequate fire flow and system pressure conditions are achieved. In this case, there would be no assessment due to the School District.

Please contact me at 253-851-6170 should you have any further questions or concerns.

Sincerely,


Stephen Misiurak, P.E.
City Engineer

c: Mark Hoppen, City Administrator
John Vodopich, Community Development Director



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STAFF REPORT - GIG HARBOR DOWNTOWN BUILDING SIZE
ASSESSMENT
DATE: OCTOBER 11, 2004

INTRODUCTION/BACKGROUND

Recently, the Community Development Department distributed the Gig Harbor Downtown Building Size Assessment and survey to the City Council, which was designed to measure the appropriateness of mass and scale for several existing buildings within the view basin area. Having reviewed the results from surveys completed by City Council, (see attached), it can be assumed that most of the existing structures are acceptable in their present location and that additional structures with the same characteristics would also be acceptable. Three buildings in particular, (BDR, Luengen, and Murphy's Landing) did not receive greater than 50% approval to be located in any zone within the downtown area.

POLICY CONSIDERATIONS

Assuming that a statistically accurate sampling of the Gig Harbor residents will produce similar results, this information would be extremely useful in creating future policy regarding building height, mass and scale within the view basin area.

FISCAL CONSIDERATIONS

The cost of the survey, including reproduction and postage is approximately \$10.00 per document, plus staff time to prepare copies and tabulate data.

RECOMMENDATION

I recommend that the Council approve the distribution of enough surveys to achieve a statistically accurate sampling of the population of the City of Gig Harbor.

City Council Responses

Anthony's	DB-1	x	0	0	0	x	x	0	0	0.0%
	DB-2	x	1	1	1	x	x	1	0	80.0%
	DB-3	x	1	1	1	x	x	0	0	60.0%
	WC	x	1	1	1	x	x	1	1	100.0%

Art & Soul	DB-1	x	1	1	1	x	x	1	1	100.0%
	DB-2	x	1	1	1	x	x	1	1	100.0%
	DB-3	x	1	1	1	x	x	1	1	100.0%
	WC	x	0	1	1	x	x	1	1	80.0%

Baptist Church	DB-1	x	1	1	0	x	x	1	0	60.0%
	DB-2	x	0	1	0	x	x	1	1	60.0%
	DB-3	x	1	1	0	x	x	1	0	60.0%
	WC	x	0	0	0	x	x	0	0	0.0%

BDR	DB-1	x	0	0	0	x	x	0	0	0.0%
	DB-2	x	0	0	0	x	x	0	0	0.0%
	DB-3	x	1	1	0	x	x	0	0	40.0%
	WC	x	0	0	0	x	x	0	0	0.0%

Beehive	DB-1	x	1	1	1	x	x	1	0	80.0%
	DB-2	x	1	1	1	x	x	1	1	100.0%
	DB-3	x	1	1	1	x	x	1	0	80.0%
	WC	x	1	1	1	x	x	1	0	80.0%

Bogue	DB-1	x	1	1	1	x	x	1	1	100.0%
	DB-2	x	1	1	1	x	x	1	1	100.0%
	DB-3	x	1	1	1	x	x	1	1	100.0%
	WC	x	1	1	1	x	x	1	0	80.0%

Finholm's	DB-1	x	0	0	0	x	x	1	0	20.0%
	DB-2	x	0	1	1	x	x	1	1	80.0%
	DB-3	x	1	1	1	x	x	1	0	80.0%
	WC	x	0	0	0	x	x	0	0	0.0%

Gilich	DB-1	x	0	0	0	x	x	0	0	0.0%
	DB-2	x	1	1	1	x	x	1	1	100.0%
	DB-3	x	1	1	1	x	x	0	0	60.0%
	WC	x	0	0	0	x	x	1	0	20.0%

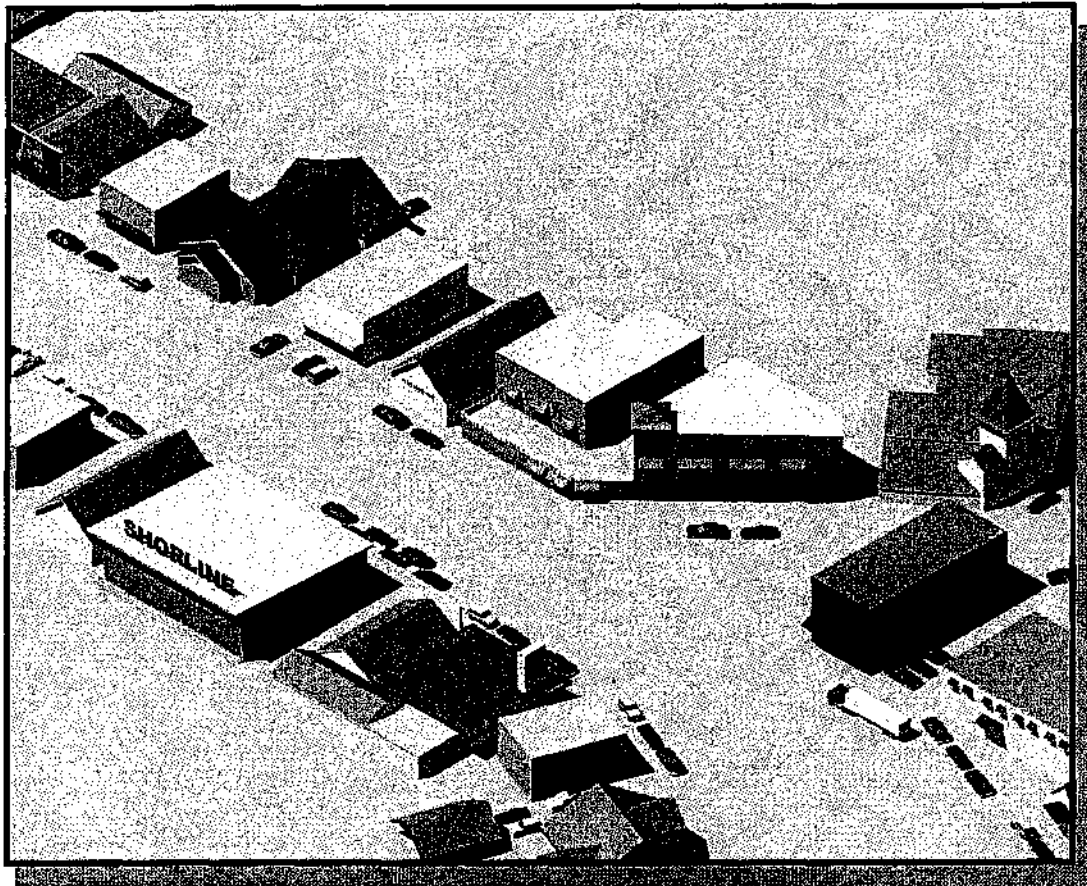
Harbor Peddler	DB-1	x	1	1	1	x	x	1	1	100.0%
	DB-2	x	1	1	1	x	x	1	1	100.0%
	DB-3	x	1	1	1	x	x	1	1	100.0%
	WC	x	1	1	1	x	x	1	1	100.0%

Harbor Photography	DB-1	x	0	1	1	x	x	1	0	60.0%
	DB-2	x	1	1	1	x	x	1	0	80.0%
	DB-3	x	1	1	1	x	x	1	0	80.0%
	WC	x	0	1	1	x	x	1	0	60.0%

Harbor Inn	DB-1	x	0	0	0	x	x	1	1	40.0%
	DB-2	x	1	1	1	x	x	1	1	100.0%
	DB-3	x	1	1	1	x	x	1	1	100.0%
	WC	x	0	1	0	x	x	1	1	60.0%

Kelly's	DB-1	x	0	1	1	x	x	1	0	60.0%
	DB-2	x	1	1	1	x	x	1	1	100.0%
	DB-3	x	1	1	1	x	x	1	0	80.0%
	WC	x	0	1	1	x	x	1	0	60.0%
Luengen	DB-1	x	0	0	0	x	x	0	0	0.0%
	DB-2	x	1	1	0	x	x	0	0	40.0%
	DB-3	x	1	1	0	x	x	0	0	40.0%
	WC	x	0	1	0	x	x	0	0	20.0%
Murphy's Landing	DB-1	x	0	0	0	x	x	0	0	0.0%
	DB-2	x	0	1	0	x	x	0	0	20.0%
	DB-3	x	0	1	0	x	x	0	0	20.0%
	WC	x	0	0	0	x	x	0	0	0.0%
Mustard Seed	DB-1	x	1	1	1	x	x	1	0	80.0%
	DB-2	x	1	1	1	x	x	1	1	100.0%
	DB-3	x	1	1	1	x	x	1	0	80.0%
	WC	x	0	1	1	x	x	1	0	60.0%
QFC	DB-1	x	0	0	0	x	x	1	0	20.0%
	DB-2	x	0	0	0	x	x	1	0	20.0%
	DB-3	x	1	1	1	x	x	1	1	100.0%
	WC	x	0	0	0	x	x	0	0	0.0%
Rose B&B	DB-1	x	1	1	1	x	x	1	1	100.0%
	DB-2	x	1	1	1	x	x	1	1	100.0%
	DB-3	x	0	1	1	x	x	1	1	80.0%
	WC	x	1	1	1	x	x	1	1	100.0%
Skansie Boat Bldg	DB-1	x	0	0	0	x	x	0	0	0.0%
	DB-2	x	0	0	0	x	x	0	0	0.0%
	DB-3	x	0	0	0	x	x	0	0	0.0%
	WC	x	1	1	0	x	x	1	1	80.0%
Tides	DB-1	x	0	0	0	x	x	1	0	20.0%
	DB-2	x	1	1	1	x	x	1	0	80.0%
	DB-3	x	1	1	1	x	x	1	0	80.0%
	WC	x	1	1	0	x	x	1	1	80.0%
Westbay	DB-1	x	0	0	1	x	x	1	0	40.0%
	DB-2	x	0	1	1	x	x	1	0	60.0%
	DB-3	x	1	1	1	x	x	1	0	80.0%
	WC	x	0	1	0	x	x	0	0	20.0%

Gig Harbor Downtown Building Size Assessment



Gig Harbor Downtown Building Size Assessment

TABLE OF CONTENTS

Introduction	Page 3
Project Description	Page 4
Proposed Zoning Designations	Page 5
Survey Instructions & 3D Model Information	Page 6
3D Models & Survey Forms	Pages 7-26



Above: Looking west from today's Harbor Inn Restaurant (pg 17).
Left: Looking west from about 200 feet from the intersection of Pioneer and Harborview. The Gilich Building (far right) can be seen on page 14.

This project was prepared by:

Rob White, Senior Planner
City of Gig Harbor
Community Development Department

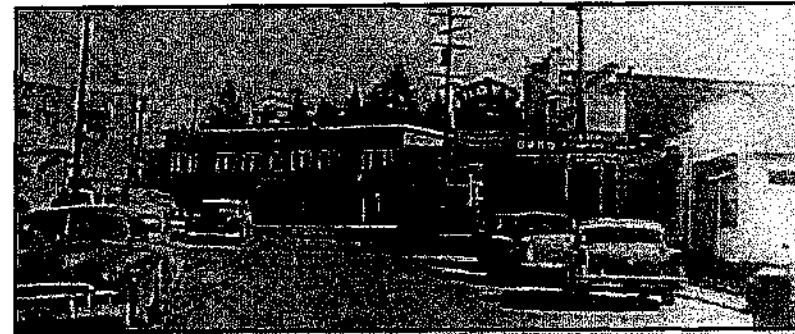
Special Thanks to the Gig Harbor - Peninsula
Historic Society for the use of the historic photos.

Gig Harbor Downtown Building Size Assessment

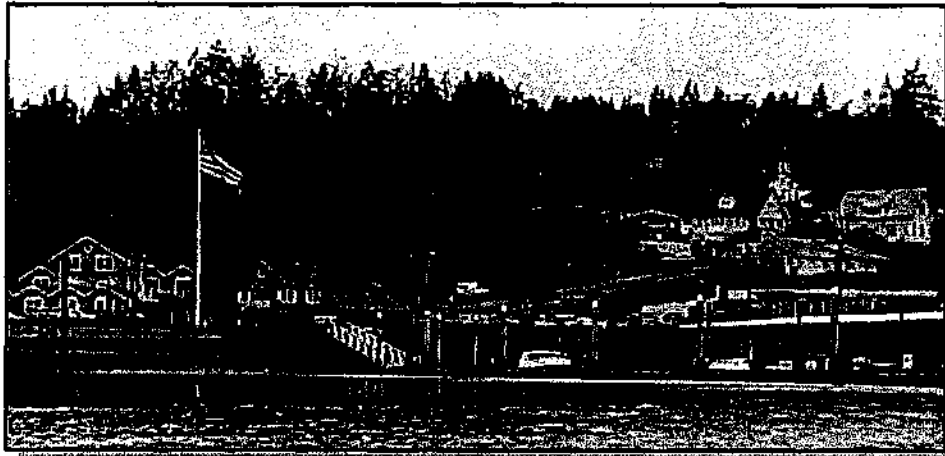
INTRODUCTION

In 1991 and 1992 the Gig Harbor community participated in a series of workshops aimed at defining the character of Gig Harbor. The results of what was titled the "Urban Design Visioning Project" were integrated into the City's Comprehensive Plan, (adopted 1994), and then fully implemented in the Design Manual, (adopted 1996). Since then, a number of sites have been developed under these new codes, both within the downtown, and outlying commercial areas.

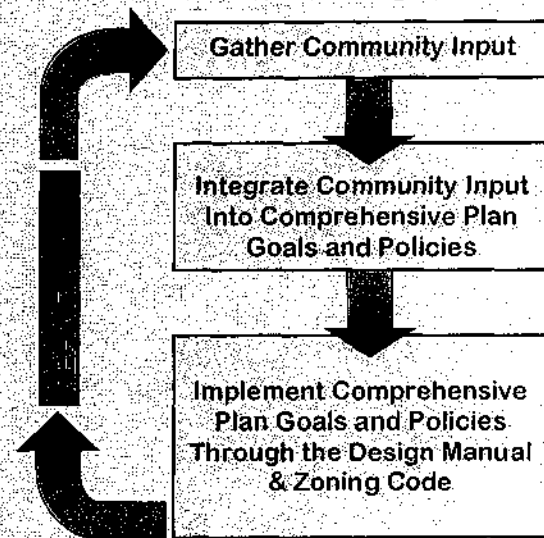
Recently, a few of these projects have raised concern over whether or not previously adopted requirements are adequate to protect and enhance the character of Gig Harbor. This building size analysis is one of the tools the City is using to determine if further refinement is necessary.



Above: Looking east toward Pioneer and Harborview.
Left: Jerisich Dock and Rosedale Street from the Harbor.



The Visioning Process



Gig Harbor Downtown Building Size Assessment

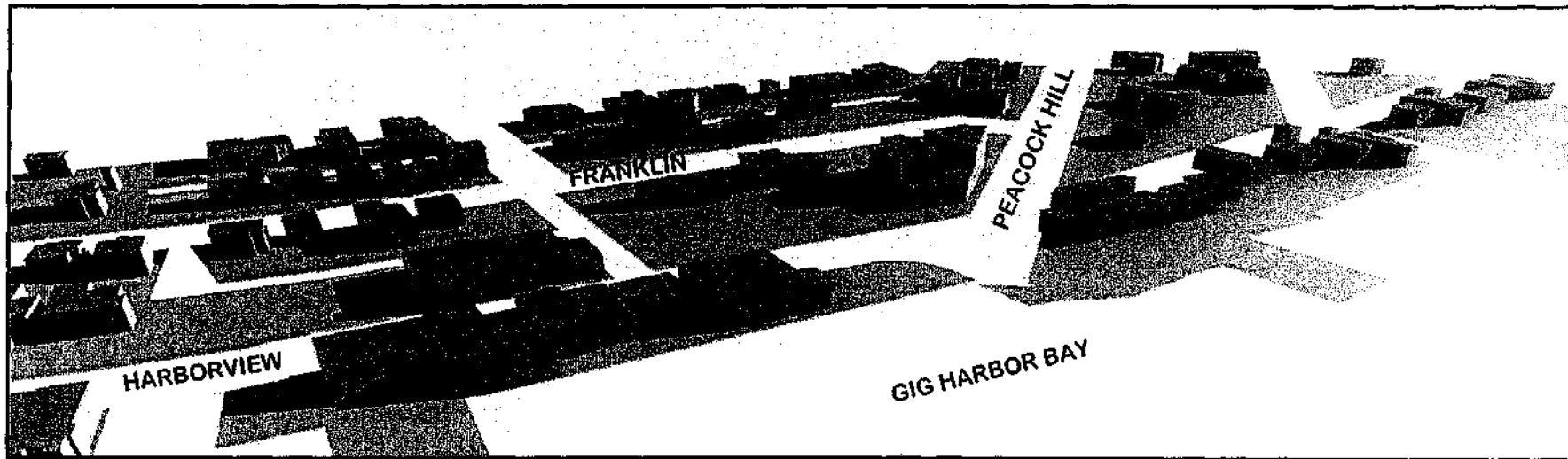
PROJECT DESCRIPTION

On the following pages, participants in the Gig Harbor Downtown Maximum Building Size Analysis will express their opinion about specific buildings that exist in the view basin area. Once the surveys are complete and the data is gathered, buildings receiving a score indicating consensus will be placed into their respective zones, (see page 5), within a 3D model like the sample shown below. Once the 3D model is constructed, any number of virtual "fly over" or "walk-through" simulations may be created and saved to video format.

Through these simulations, we will gain a better understanding of the effects of specific Design Manual and Zoning Code requirements, enabling the refinement process to occur prior to development of new buildings.



Above: New development at the corner of North Harborview and Peacock Hill is nearing completion.
Below: Sample 3D model of Finholm's Marketplace.



Gig Harbor Downtown Building Size Assessment

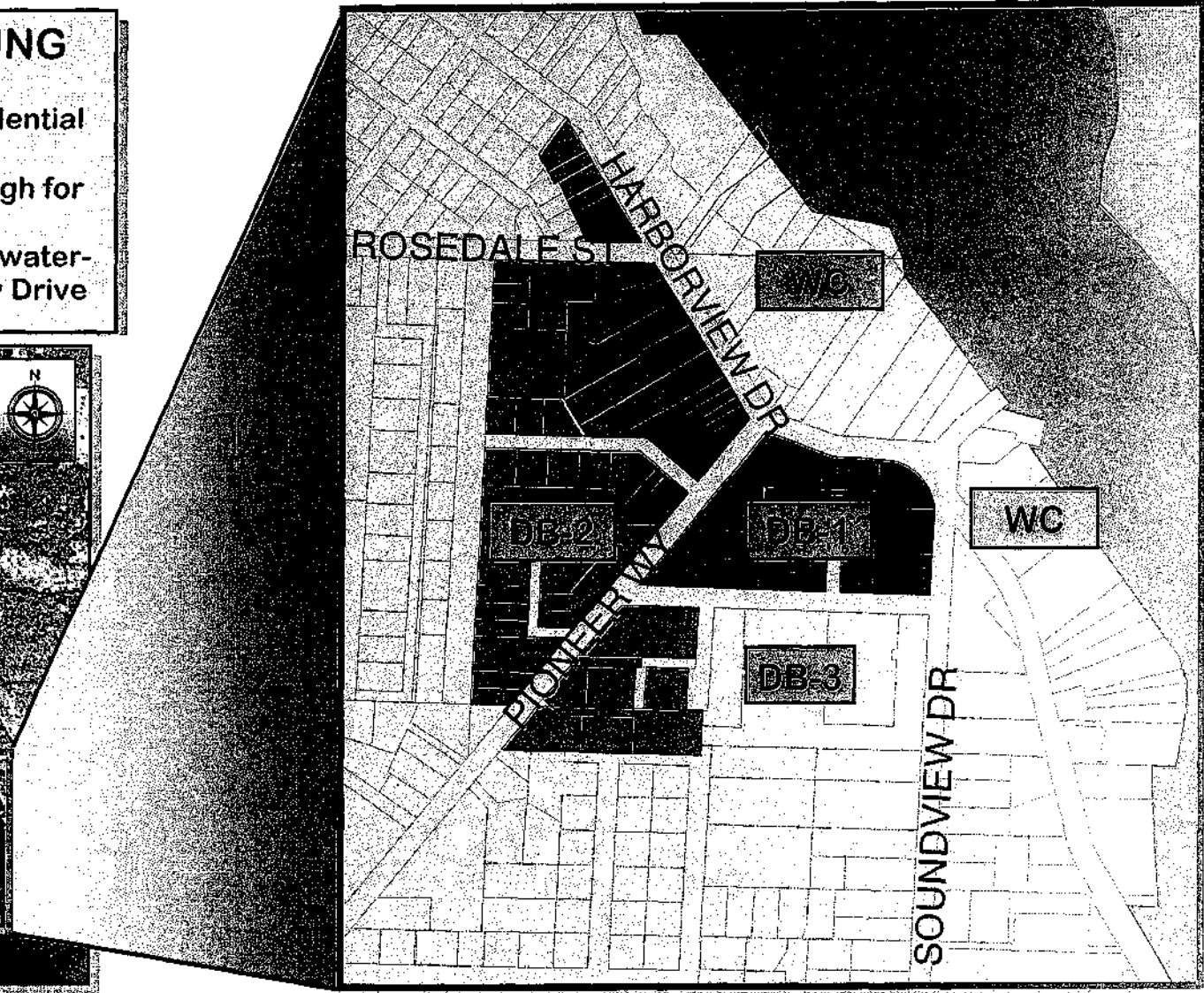
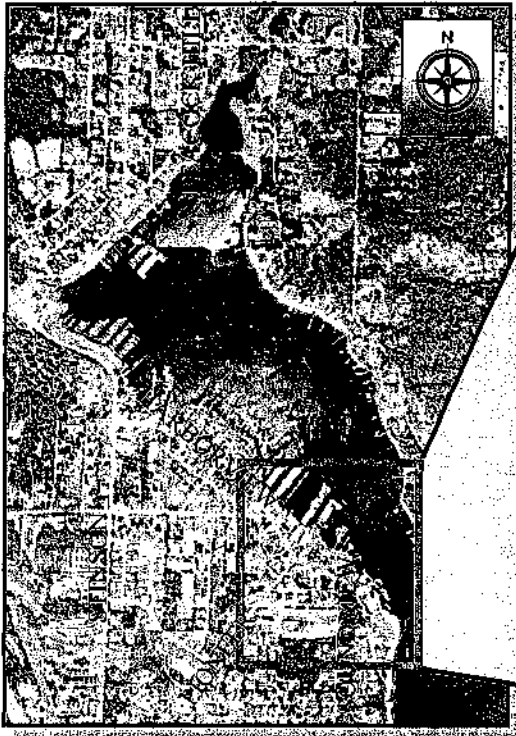
PROPOSED ZONING

DB-1: Downtown core

DB-2: Transition to residential
zones

DB-3: Retail Large Enough for
Grocery Store

WC: Downtown core on water-
front side of Harborview Drive



Gig Harbor Downtown Building Size Assessment

Survey Instructions & 3D Model Information

On the following pages you will have the opportunity to compare several buildings located within the Gig Harbor view basin. In order to compare them objectively please review the following information regarding the methods of data collection and model creation.

3D Model

The images used in this section were created by combining the technology of the City's Geographic Information System (GIS) with Computer Aided Design (CAD) software to create accurate and comparable three dimensional models of familiar buildings. All the images have been printed at the same scale, allowing actual comparison of bulk building dimensions by simply flipping pages.

Building Name and Address

Site and Structural Data for Comparing Buildings




Footprint represents the outline of the structure in square feet.

Total includes the footprint plus any basement or second floor space.

Lot Size indicates the size of the parcel in acres. One acre is equal to 43,560 sq/ft.

Impervious indicates the total percentage of "hard" surfaces such as pavement or the roof of buildings.

**Gig Harbor Downtown
Maximum Building Size Analysis**

The Roes SAS 3202 Harborview Drive	
Footprint: 2,300 sq/ft Total: 4,300 sq/ft Lot Size: 0.32 Acres Impervious: 81%	
	Which of the following zones should include this type of building? (check all that apply)
	<input checked="" type="checkbox"/> DB-1 <input type="checkbox"/> DB-2 <input type="checkbox"/> DB-3 <input checked="" type="checkbox"/> WC
	

Building Photo

All photos were taken in July, 2004. In order to accurately compare buildings, special attention was paid to ensure that the aspect ratios of the photos used in this study were not modified, thus eliminating any unintentional skewing of width or height.

Locator Map

Find the red arrow to determine the location of the building shown.

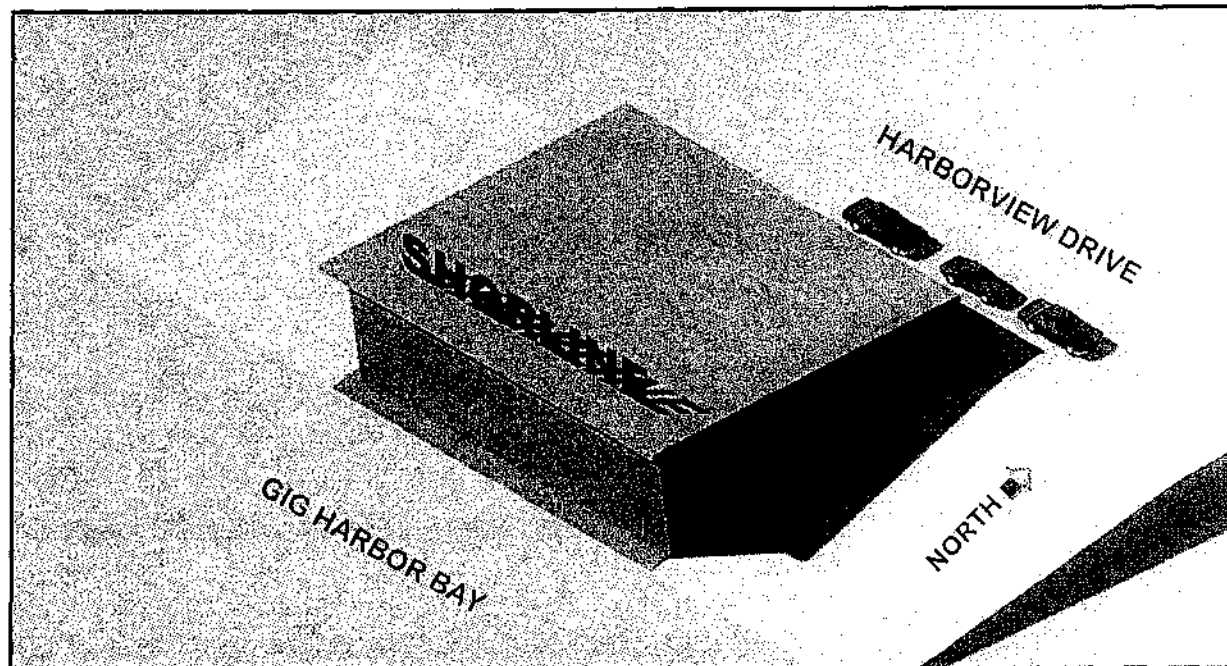
Appropriate Location Indicator Box

Check these boxes to indicate which zones you feel the building shown is appropriate within. Be sure to mark all the boxes that apply. If you feel that the building shown is not appropriate within the downtown then check none. Descriptions and locations of the zones can be found on page 5.

Gig Harbor Downtown Building Size Assessment

Anthony's
8827 Harborview Drive

Footprint	5,625 sq/ft
Total	11,250 sq/ft
Lot Size	0.45 Acres
Impervious	99%



Which of the following zones should include this type of building? (check all that apply)

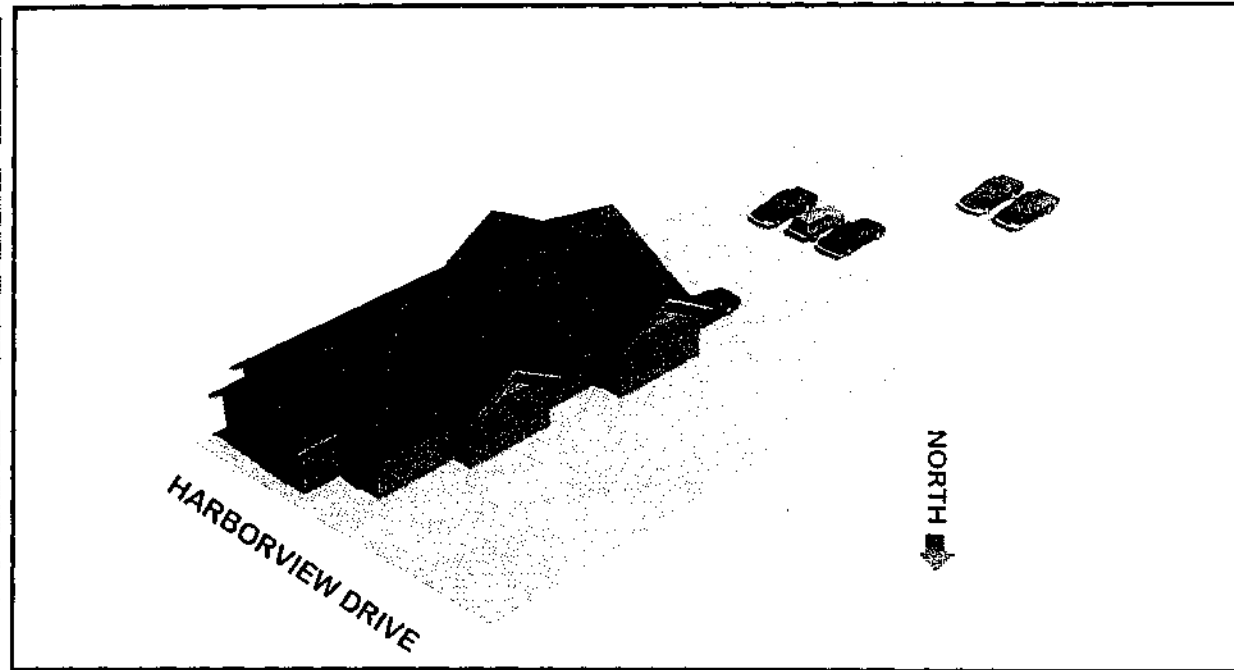
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Art & Soul
3210 Harborview Drive

Footprint	4,250 sq/ft
Total	4,250 sq/ft
Lot Size	0.33 Acres
Impervious	88%



Which of the following zones
should include this type of
building? (check all that apply)

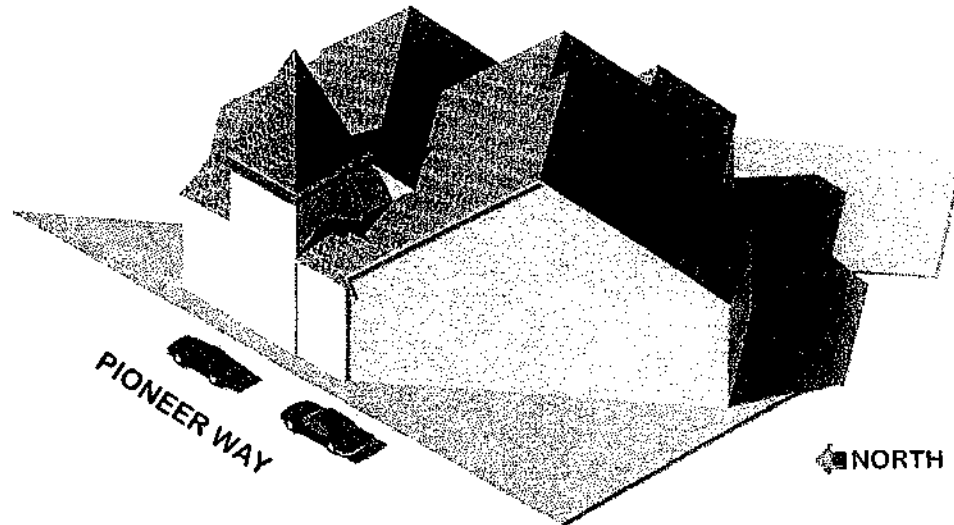
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

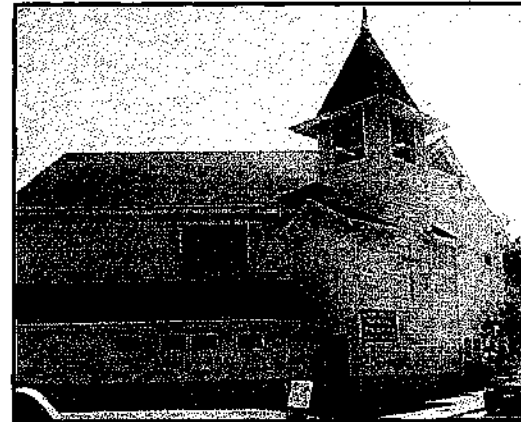
Baptist Church
7721 Pioneer Way

Footprint 5,250 sq/ft
Total 10,500 sq/ft
Lot Size 0.24 Acres
Impervious 75%



Which of the following zones
should include this type of
building? (check all that apply)

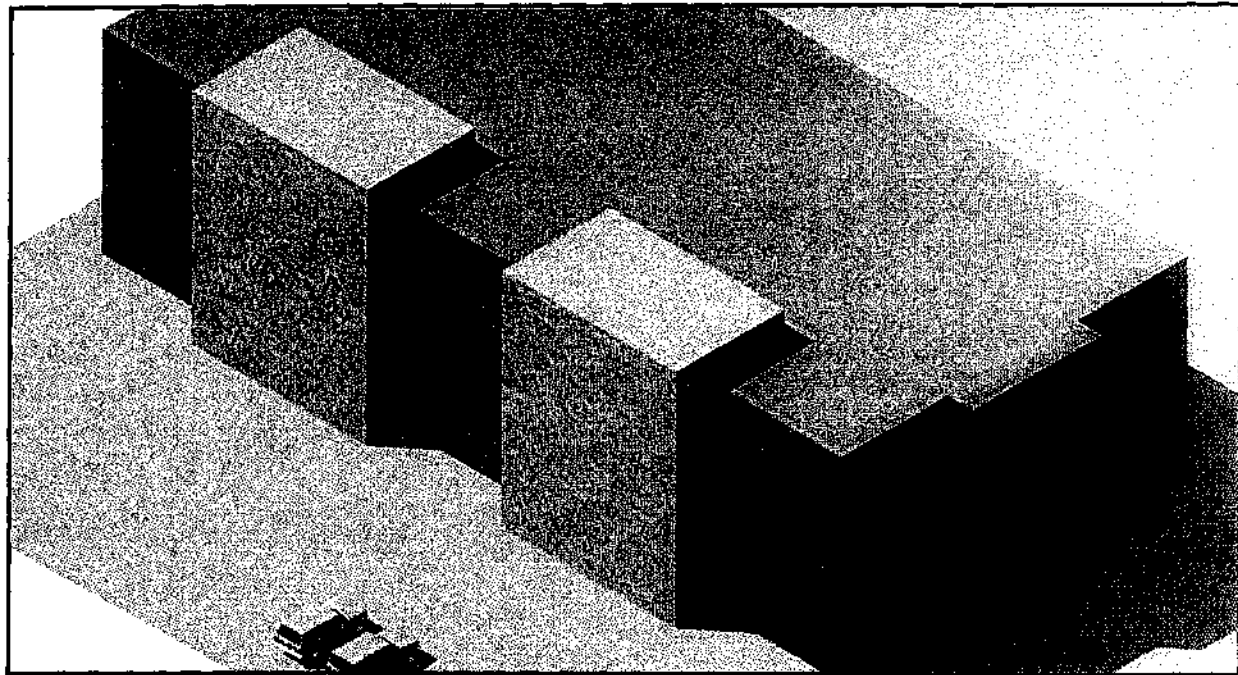
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

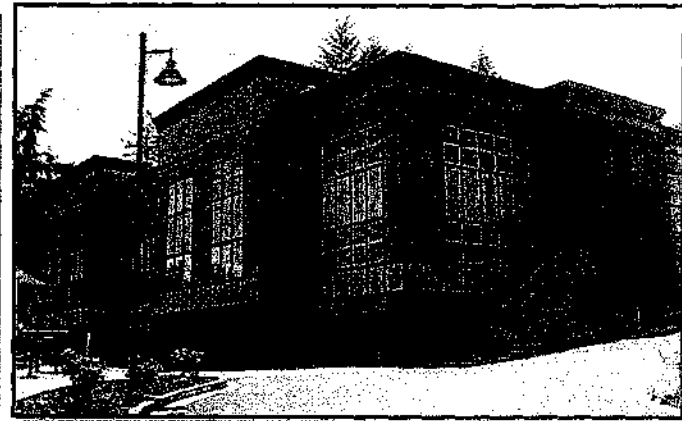
BDR Building
3310 Tarabochia

Footprint 11,338 sq/ft
Total (including garage) 32,747 sq/ft
Lot Size 1.00 Acres
Impervious 80%



Which of the following zones should include this type of building? (check all that apply)

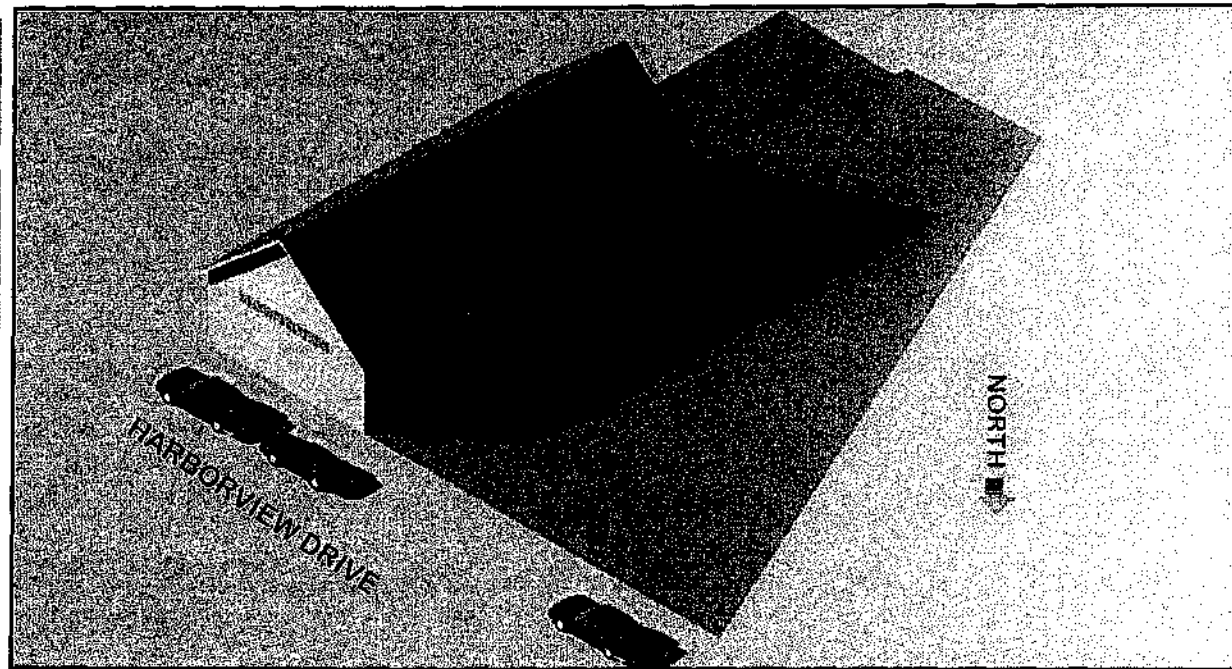
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Beehive
3306 Harborview Drive

Footprint	2,200 sq/ft
Total	2,800 sq/ft
Lot Size	0.28 Acres
Impervious	85%



Which of the following zones
should include this type of
building? (check all that apply)

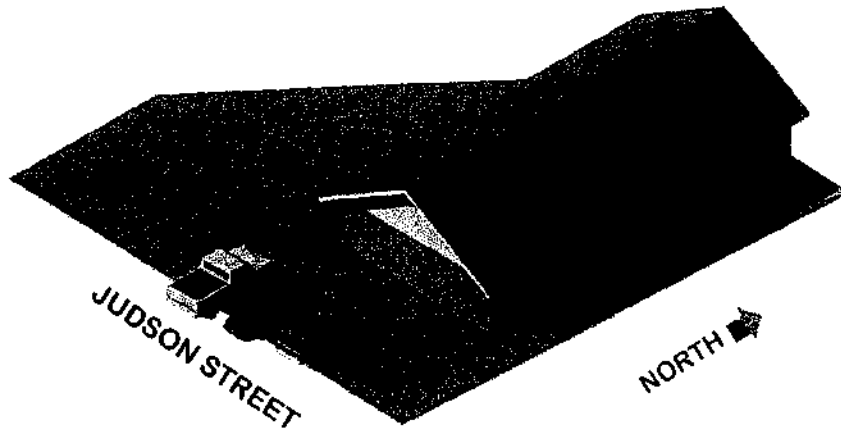
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

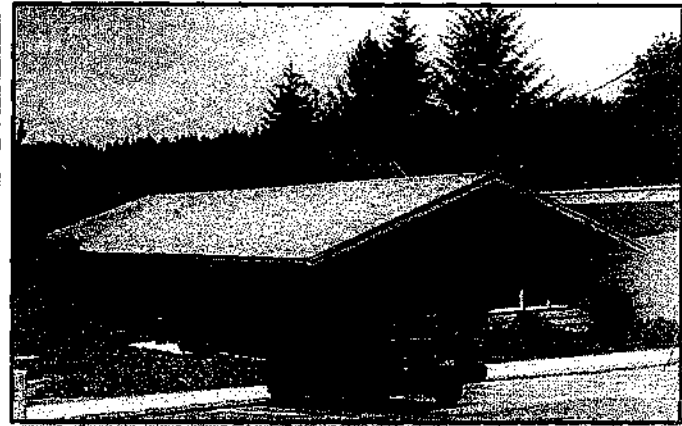
**Bogue Volunteer Center
3125 Judson Street**

Footprint	1,800 sq/ft
Total	1,800 sq/ft
Lot Size	0.14 Acres
Impervious	69%



Which of the following zones should include this type of building? (check all that apply)

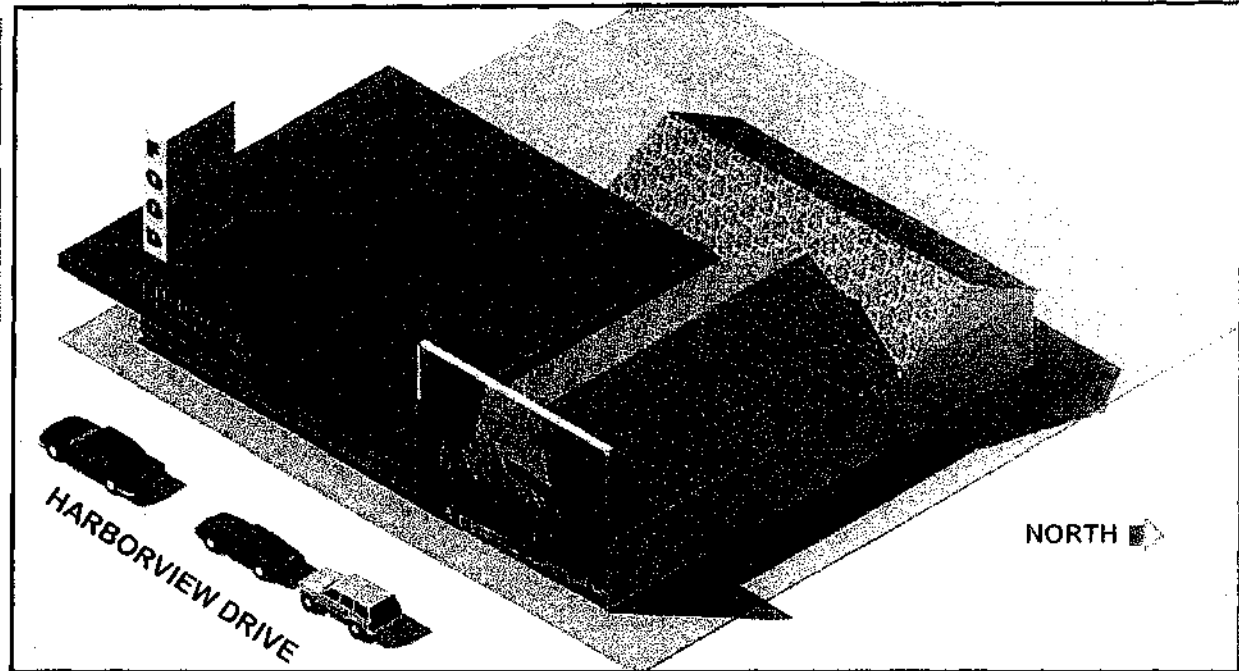
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Finholm's Market
8812 North Harborview

Footprint	7,100 sq/ft
Total	7,100 sq/ft
Lot Size	0.24 Acres
Impervious	65%



Which of the following zones should include this type of building? (check all that apply)

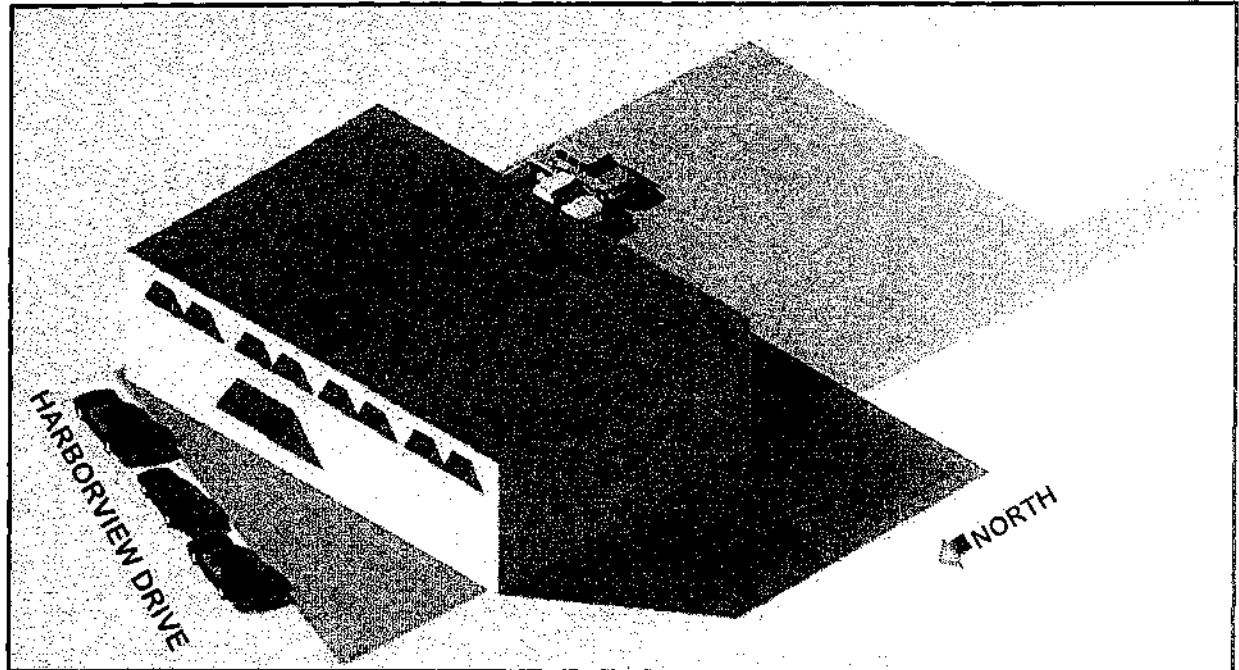
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Gilich Building
3108 Harborview Drive

Footprint	4,325 sq/ft
Total	12,975 sq/ft
Lot Size	0.24 Acres
Impervious	95%



Which of the following zones should include this type of building? (check all that apply)

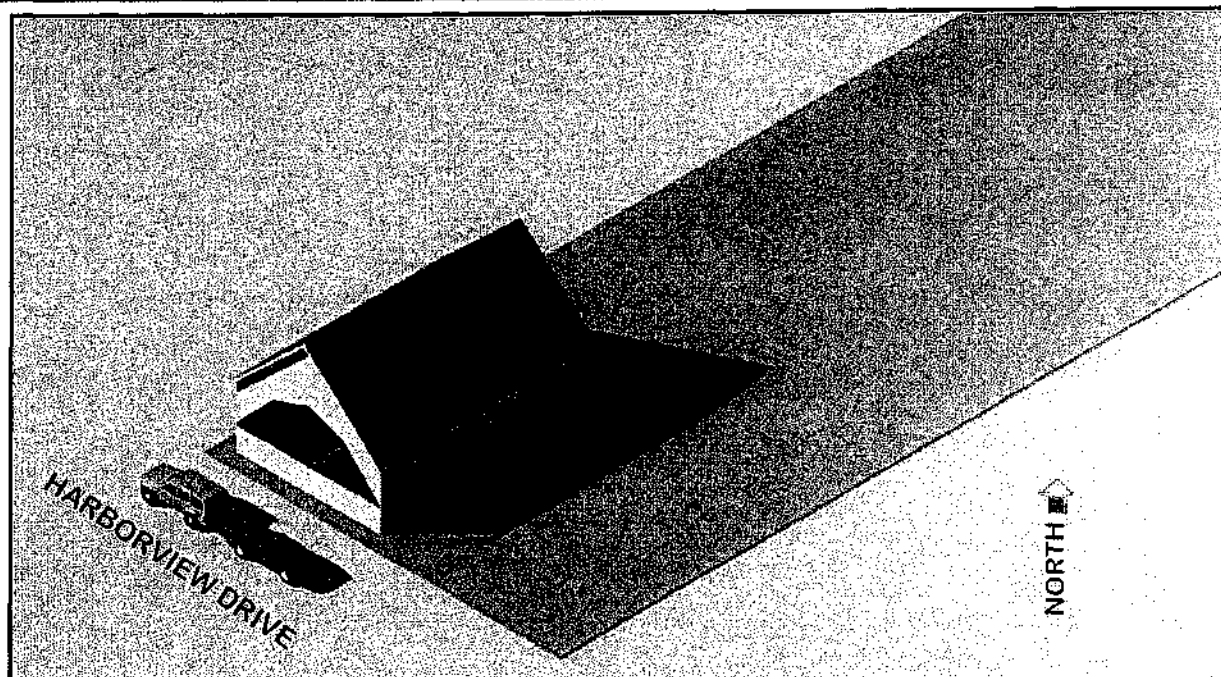
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Harbor Peddler
3323 Harborview Drive

Footprint	1,100 sq/ft
Total	2,200 sq/ft
Lot Size	0.53 Acres
Impervious	82%



Which of the following zones
should include this type of
building? (check all that apply)

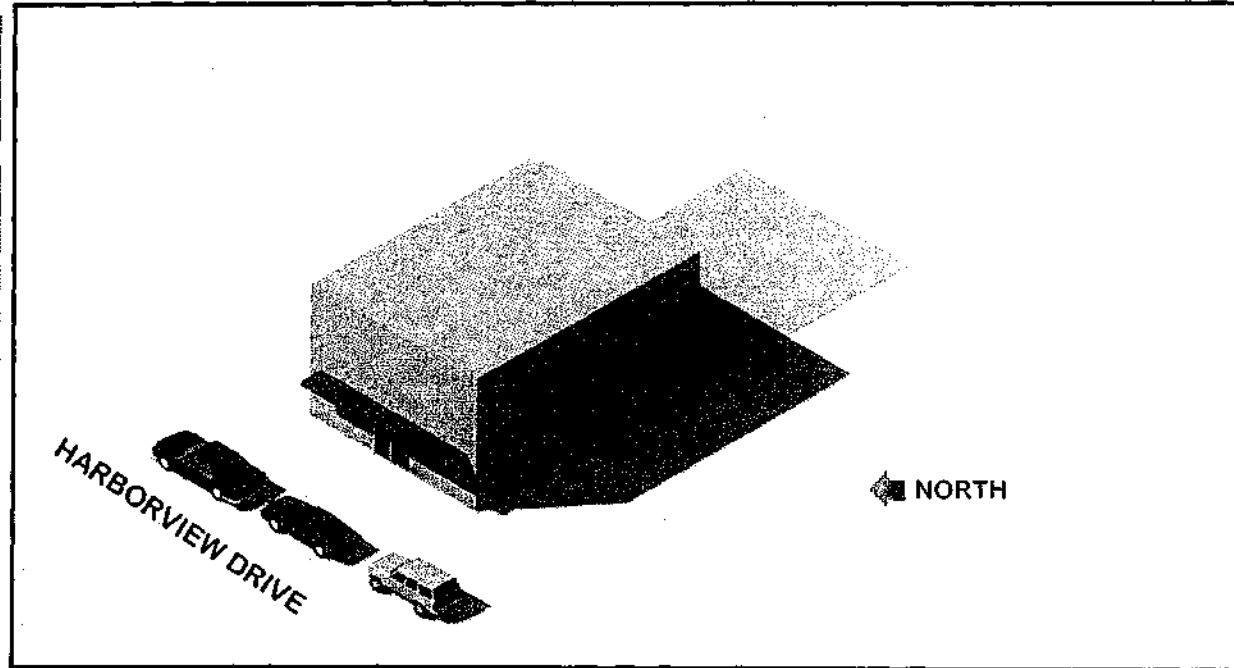
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Harbor Photography
8815 North Harborview

Footprint	1,400 sq/ft
Total	2,800 sq/ft
Lot Size	0.14 Acres
Impervious	99%



Which of the following zones
should include this type of
building? (check all that apply)

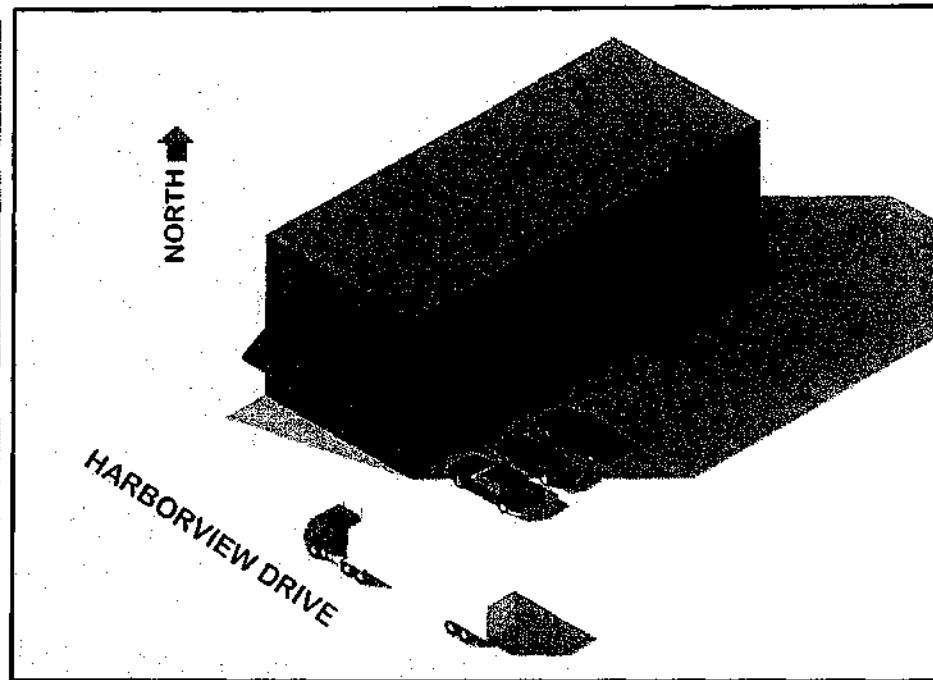
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Harbor Inn
3111 Harborview Drive

Footprint	3,050 sq/ft
Total	8,150 sq/ft
Lot Size	0.07 Acres
Impervious	99%



Which of the following zones should include this type of building? (check all that apply)

- DB-1
- DB-2
- DB-3
- WC
- NONE



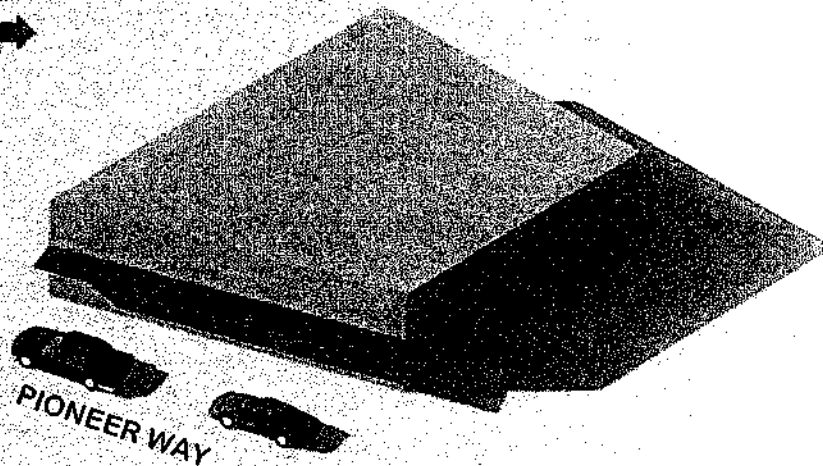
Gig Harbor Downtown Building Size Assessment

Kelly's
7806 Pioneer Way

Footprint	2,725 sq/ft
Total	5,450 sq/ft
Lot Size	0.05 Acres
Impervious	100%



NORTH →



Which of the following zones
should include this type of
building? (check all that apply)

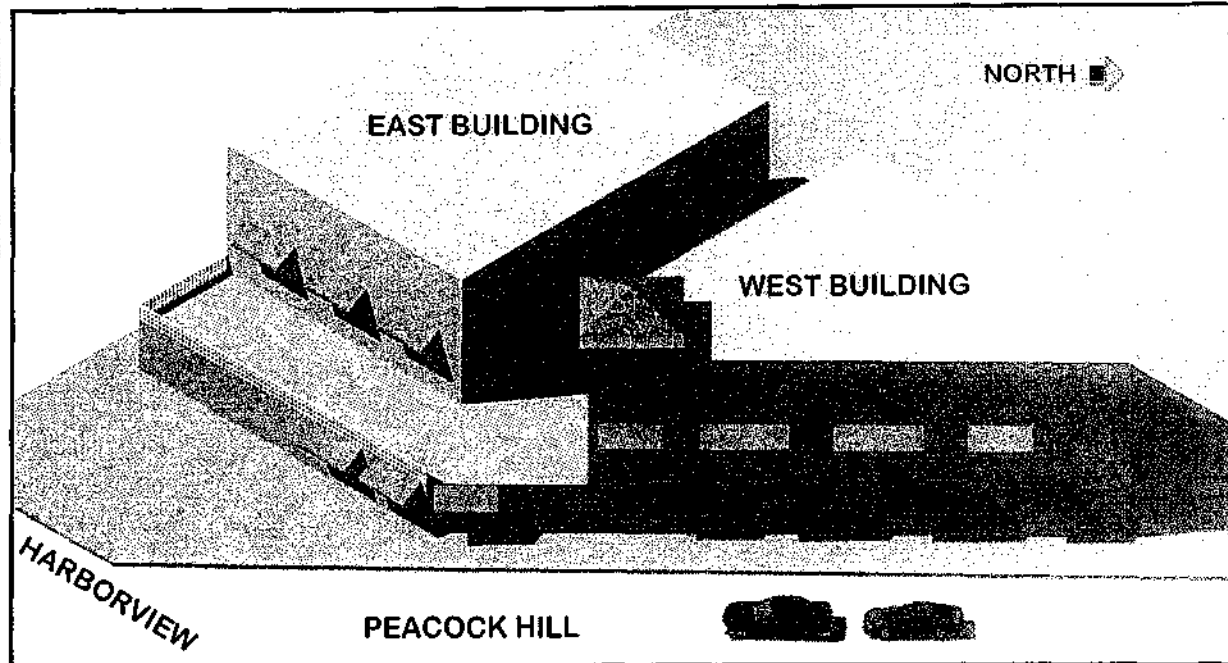
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

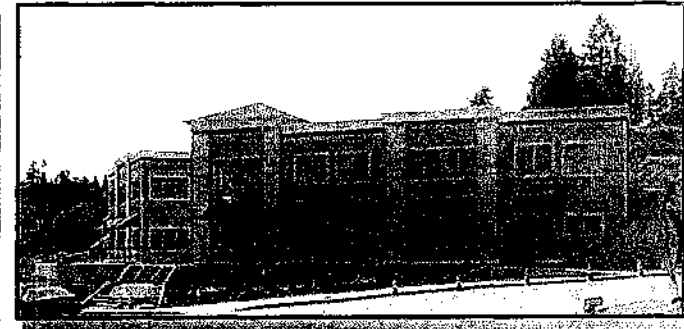
**Luengen Building
9014 Peacock Hill**

Footprint east bldg 3,125 sq/ft
 Footprint west bldg 3,000 sq/ft
 Footprint garage 9,075
Total (including garage) 15,200 sq/ft
 Lot Size 0.93 Acres
 Impervious 55%



Which of the following zones should include this type of building? (check all that apply)

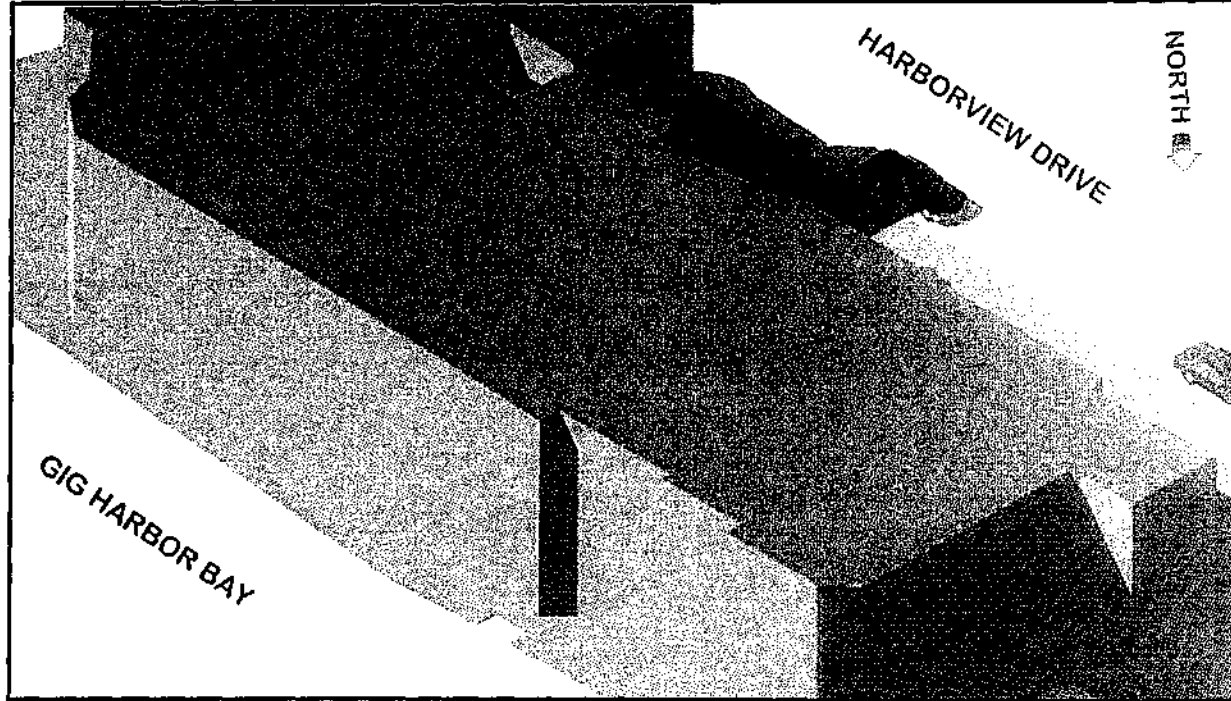
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Murphy's Landing
3802 Harborview Drive

Footprint	12,500 sq/ft
Total	35,625 sq/ft
Lot Size	0.63 Acres
Impervious	85%



Which of the following zones should include this type of building? (check all that apply)

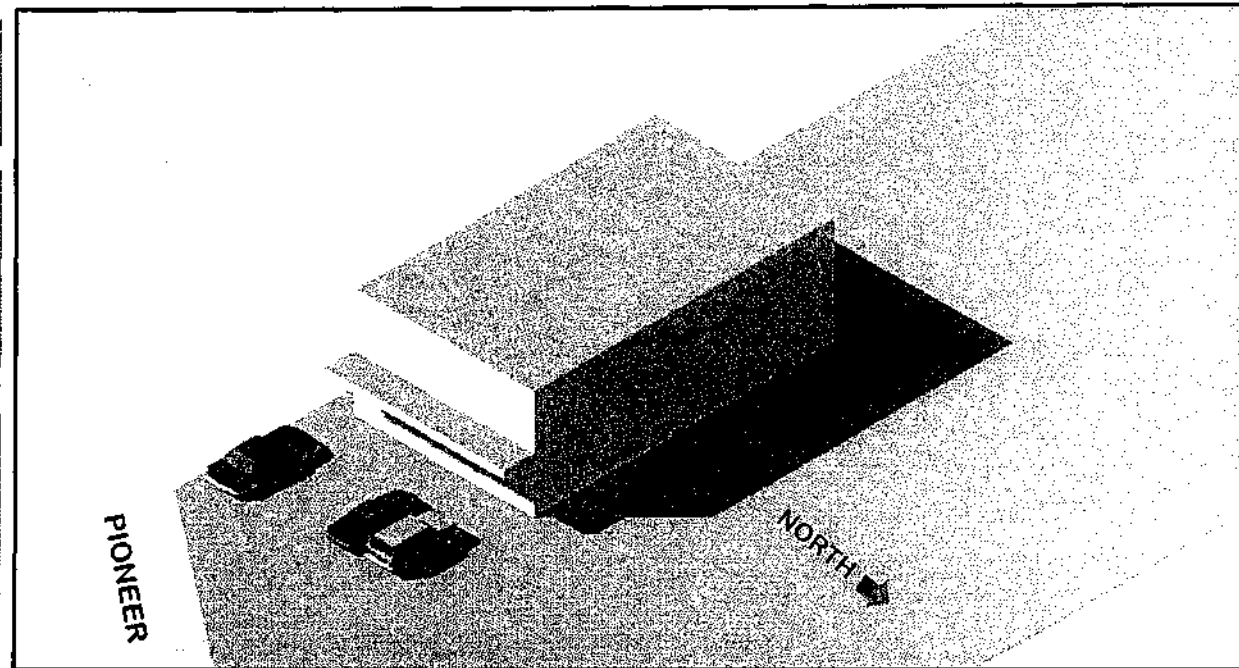
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Mustard Seed
7706 Pioneer Way

Footprint	2,150 sq/ft
Total	4,300 sq/ft
Lot Size	1.2 Acres
Impervious	15%



Which of the following zones
should include this type of
building? (check all that apply)

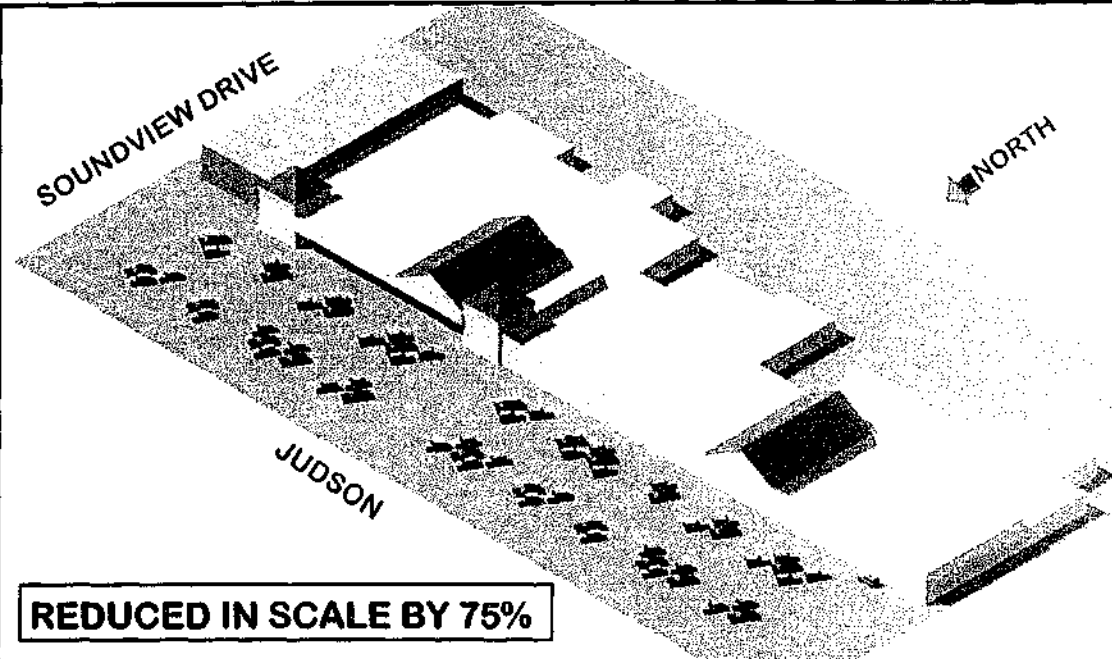
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

Downtown QFC
3110 Judson Street

Footprint	85,000 sq/ft
Total	91,000 sq/ft
Lot Size	5.47 Acres
Impervious	85%



Which of the following zones
should include this type of
building? (check all that apply)

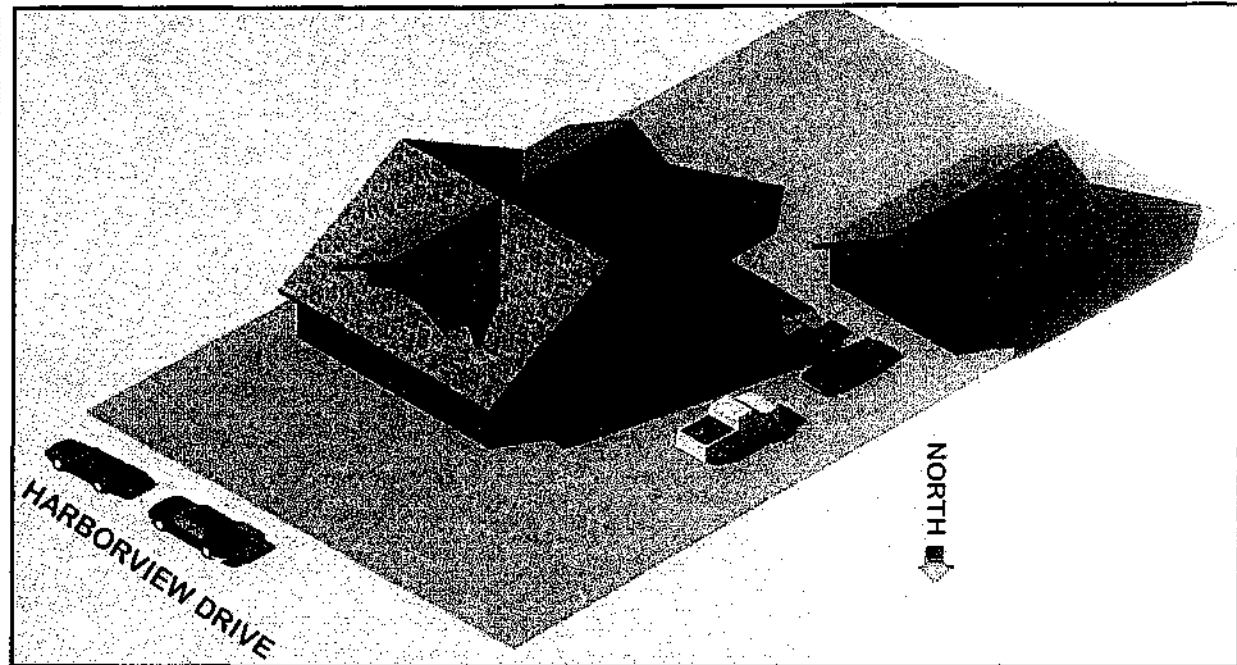
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

The Rose B&B
3202 Harborview Drive

Footprint 2,200 sq/ft
Total 4,300 sq/ft
Lot Size 0.32 Acres
Impervious 51%



Which of the following zones
should include this type of
building? (check all that apply)

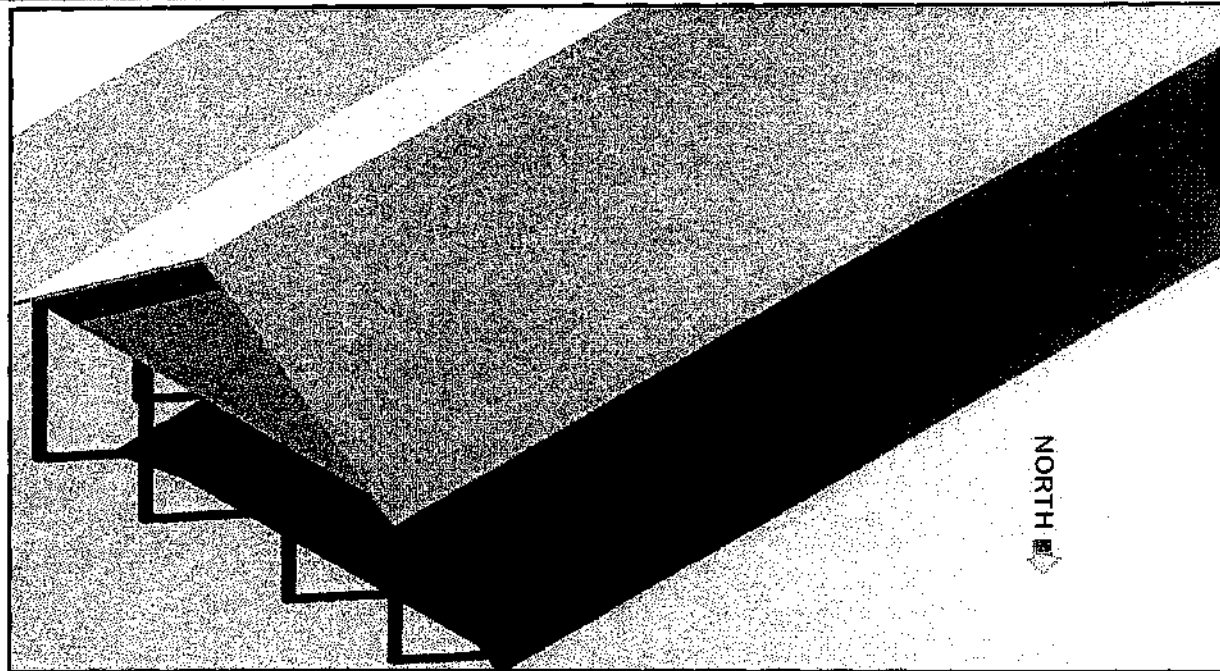
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

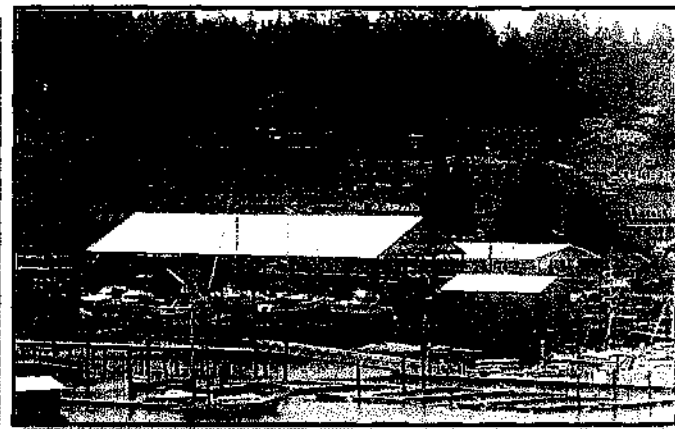
Skansie Boat Building
3117 Harborview Drive

Footprint	10,750 sq/ft
Total	10,750 sq/ft
Lot Size	2.77 Acres
Impervious	80%



Which of the following zones should include this type of building? (check all that apply)

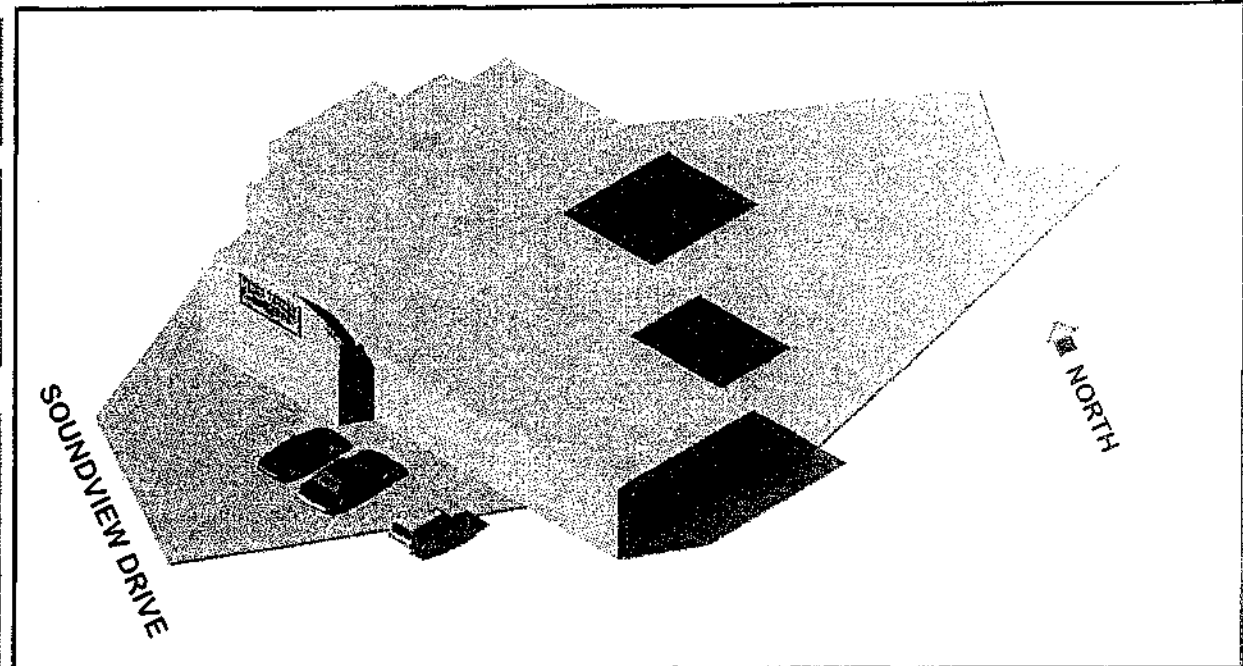
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

The Tides Tavern
2925 Harborview Drive

Footprint	5,650 sq/ft
Total	5,650 sq/ft
Lot Size	0.37 Acres
Impervious	49%



Which of the following zones
should include this type of
building? (check all that apply)

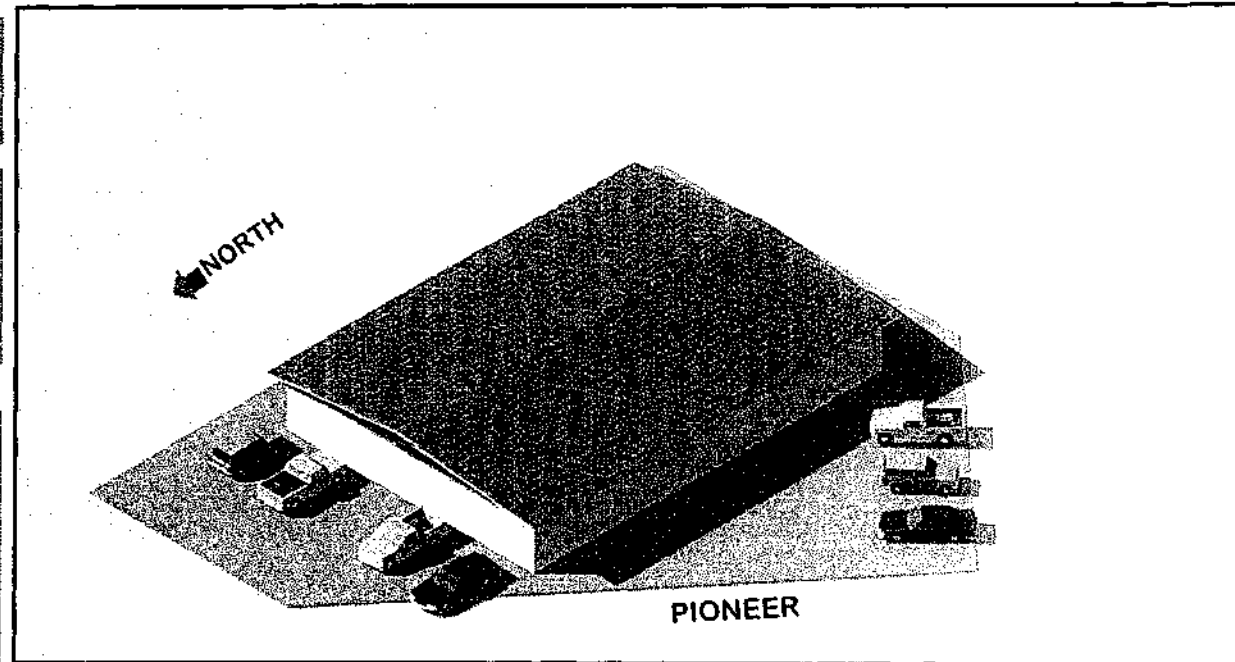
- DB-1
- DB-2
- DB-3
- WC
- NONE



Gig Harbor Downtown Building Size Assessment

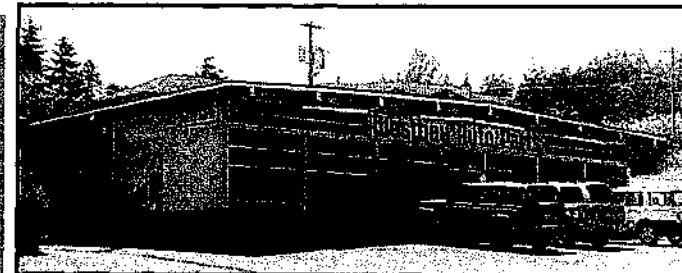
Westbay Auto
3302 Uddenberg Lane

Footprint	5,250 sq/ft
Total	5,250 sq/ft
Lot Size	0.45 Acres
Impervious	99%



Which of the following zones should include this type of building? (check all that apply)

- DB-1
- DB-2
- DB-3
- WC
- NONE





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STAFF REPORT - PIERCE COUNTY 2005 COMPREHENSIVE PLAN
AMENDMENTS
DATE: OCTOBER 11, 2004

BACKGROUND

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

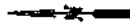
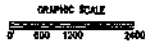
Approximately thirty (30) acres of the City's water service area, located east of Crescent Valley Drive is outside of the Urban Growth Area. This is the only portion of the City water service area that is not located within the City limits or the Urban Growth Area. Given that we are the water purveyor for this area, it is appropriate that the Urban Growth Area be expanded to include our water service area.

The application deadline for submitting a request to the County is December 1, 2004.

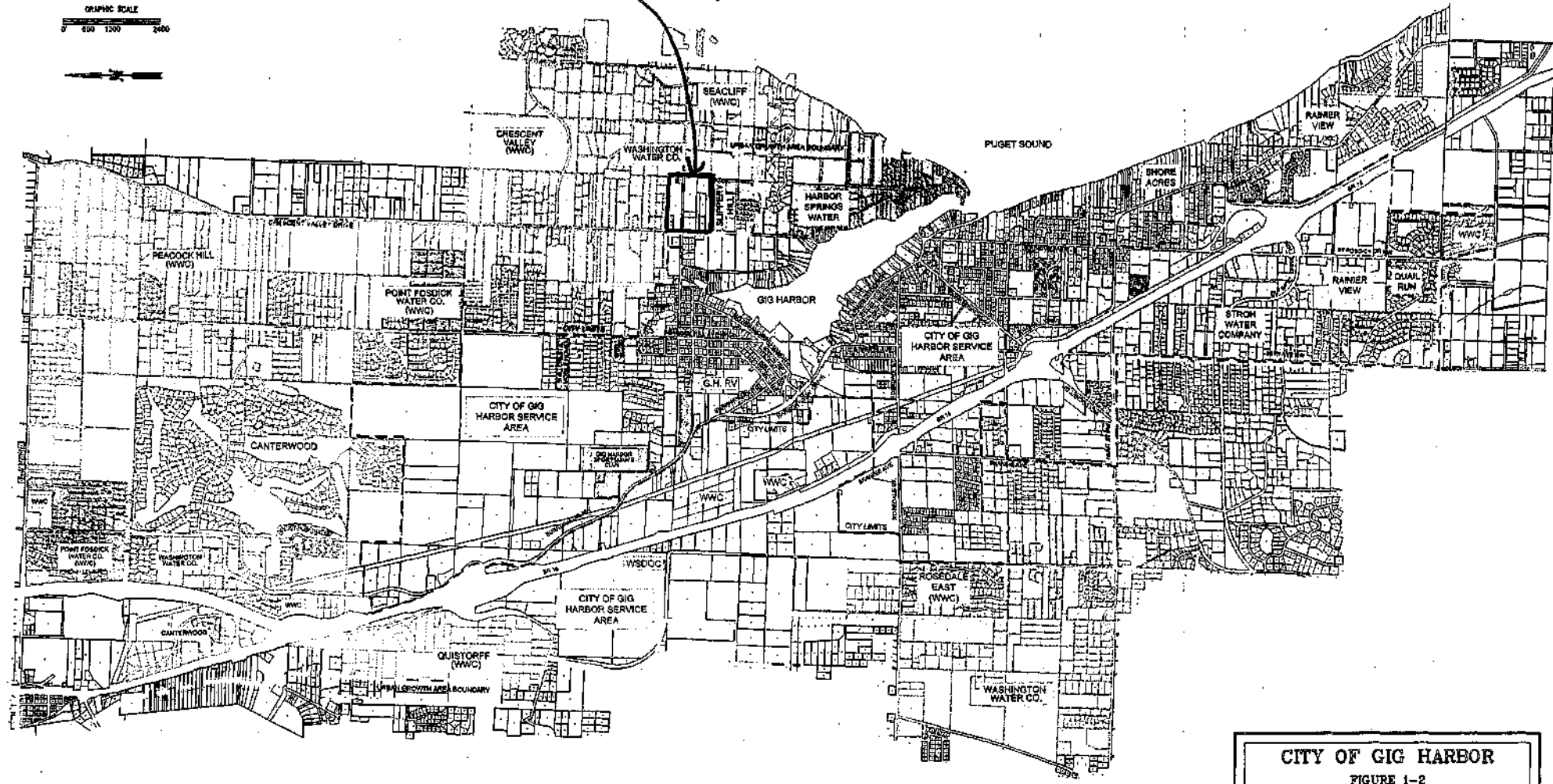
RECOMMENDATION

I recommend that Council authorize staff to submit an application requesting an amendment to the Urban Growth Area to include that portion of the City's water service area located east of Crescent Valley Drive.

WATER PURVEYOR SERVICE AREA MAP



*Proposed
UGA
expansion*



CITY OF GIG HARBOR
FIGURE 1-2
WATER PURVEYOR SERVICE AREA MAP



BY BINN CREATED OCT 08 1999 15:07:53 UPDATED OCT 11 2000 16:38:04 FILED DEC 31 2001 09:50:57 FILE: L:\VEIGER\98610\FIG1-2.DWG



Pierce County

Department of Planning and Land Services

CHUCK KLEEBERG
Director

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7210 • FAX (253) 798-7425

September 15, 2004

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

RECEIVED
CITY OF GIG HARBOR
SEP 16 2004
COMMUNITY
DEVELOPMENT

Dear Mr. Vodopich:

John

Pierce County is beginning the process for 2005 amendments to the Pierce County Comprehensive Plan. In addition to the ongoing dialogue provided at meetings of the Pierce County Regional Council, we are notifying each jurisdiction of the updated amendment process, providing application forms, and offering to be available for questions or other assistance.

Procedures for 2005 amendments are found in PCC Chapter 19C.10. Changes to previous Plan Amendment procedures and other points of particular interest to Cities and Towns are included here:

- Text Amendments, Area-Wide Map Amendments, and Urban Growth Area Amendments will be considered in 2005. Beginning with the 2005 cycle, amendments will be reviewed every third year, so after 2005, they will not be considered again until 2008.
- The deadline for Cities and Towns to initiate 2005 amendments is December 1, 2004. The Council will include them with the package of initiated amendments.
- There is no filing fee for initiating Amendments to the Comprehensive Plan.

The following information is attached:

- Informational sheet providing an explanation of the Plan amendment process
- Application form used for Text Amendments
- Application form used for Area-Wide Map Amendments
- Application form used for Urban Growth Area (UGA) Amendments



Mr. John Vodopich
September 15, 2004
Page 2

We are requesting that all amendments from cities or towns use the application forms provided. This documentation is needed to ensure that the amendment we evaluate is the same as intended. Maps of the proposed amendment, showing all parcels and parcel numbers, are necessary to provide adequate information to the public and for parcel-specific mapping. The UGA application includes a range of questions about the entire amendment area, including funding for needed capital improvements and the population holding capacity within the municipality.

During the public hearing process in past years, we heard from many unincorporated Pierce County residents who were unaware that their property was addressed in a municipality's comprehensive plan. For 2005 UGA amendment requests, please provide information on the public notification process used for the municipality's comprehensive plan or amendments affecting the amendment area.

To be initiated for 2005 amendments, applications must be sent to the Pierce County Council, and a copy to this office, Attention: Mike Erkkinen, on or before **December 1, 2004**. Questions should be directed to Mike Erkkinen at (253) 798-2705 or Chip Vincent at (253) 798-2722.

Sincerely,



C. E. "CHIP" VINCENT
Principal Planner

CEV:ME:vll

F:\WPFILES\LONG\2003AMEND\CITYTOWN.LTR

Attachments

cc: Mayor Gretchen Wilbert, City of Gig Harbor



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STAFF REPORT - STINSON AVENUE PEDESTRIAN IMPROVEMENT PROJECT
DATE: OCTOBER 11, 2004

STAFF REPORT

City staff held a public meeting on September 28, 2004 from 6:00 to 7:00 p.m. to discuss the Stinson Avenue Pedestrian Improvement Project. Three citizens attended the meeting as well as four City staff members, Councilmember Franich and Mayor Wilbert. Associate Engineer Gus Garcia opened the meeting, explained the scope of the project and asked those in attendance for their suggestions.

The public commented on the necessity to include in the project the asphalt driveway at the back entrance to Lighthouse Marine on the corner of Stinson Avenue and Harborview Drive. Councilmember Franich suggested that we install landings along the sidewalk where the grade increases near the intersection of Rosedale Street. Another suggestion was to place benches along Stinson Avenue at these landings. All of the suggestions will be incorporated into the scope of work and will be a great addition to the finished project.

In an effort to notify the property owners and public about this project, the public meeting was posted on the City website; a 20" x 30" informational sign was posted at the project site near the intersection of Stinson Avenue and Rosedale Street; 40 notices were hand delivered to the property owners and businesses along the project corridor and six notices were sent in the mail to the property owners fronting Stinson Avenue. After the meeting, City staff also sent out letters to four of the property owners that did not attend the meeting, which included a set of plans.

The project start date was October 4, 2004 with an anticipated completion date of October 30, 2004. We do not anticipate any substantial traffic delays; however we do anticipate heavy trucking on the days when concrete is delivered. The majority of the work will be performed off of the roadway, with the exception of one day of paving.



POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR SEPTEMBER 2004
DATE: OCTOBER 11, 2004

DEPARTMENTAL ACTIVITIES

Activity statistics for the month of September 2004 when compared to August 2004 show decreases in calls for service and case reports written (see attached monthly stats for September 2004). This is a normal trend as schools open and we enter into the cooler fall months. We did see a substantial increase in DUI arrests in September (4) as compared to August (1) and our traffic infractions increased by 34 tickets in September when compared to August. In checking our individual officer stats, it appears overall our officers give one verbal warning for each ticket written on the average.

We are looking at different formats with which to present departmental activity statistics. It seems a longitudinal graphical approach in representing our crime statistics may present a more pertinent perspective on changes in crime trends. We should have examples ready for next month's activity report.

The Marine Services Unit (MSU) had 45 hours of patrol time in September. The MSU enforcement activity included 11 verbal warnings and one citation. The patrol boat has been serviced and will be stored out of the water until December.

The Bike Patrol Unit logged 12 hours of patrol duty. The Bike Patrol was utilized for the Gig Harbor Rotary "Noon" Club sponsored "Hounds Day" on October 25.

The Reserve Unit supplied 125.75 hours of volunteer time assisting our officers for the month of September. We completed the oral interviews on two lateral reserves-- Patrick Thomas is currently a reserve with Mount Lake Terrace Police and Kenneth Watkins is with the Kitsap County Sheriff's Office. Detectives will be initiating the background investigations on both of these candidates within the next week.

Some of the more interesting calls during the month of September included:

- We investigated several car prowls throughout the month of September. A common method of entry was breaking out a window. Several of the vehicles had purses or other items of high value in plain sight.

- An adult female with a blood alcohol content (BAC) of .336 and .363 (extremely high) was arrested by Sgt. Matt Dougil. When asked how much alcohol she had consumed she stated "a ton" and when asked if she felt her driving was impaired she stated "absolutely." The female was arrested for DUI.
- A female shoplifter with her young son in the shopping cart was arrested at the Target Store. The female assaulted a security agent after being contacted as she attempted to leave the store with several items hidden under her coat.
- Officer Fred Douglas investigated a serious domestic violence incident. The suspect assaulted the family dog (seven week old puppy) after it defecated in his bed. The suspect then attacked his girlfriend who was holding their 10-month old daughter and is six months pregnant with the suspect's child. The girlfriend fell down hitting the daughter's head on a window ledge. The suspect went into a rage and eventually put his head through the window of the front door to the residence. It took several officers and firemen to secure the suspect to be transported to the hospital to be treated for his head laceration. The suspect was eventually transported to jail after receiving five staples to close the wound to his head.
- The same night and time period that Officer Douglas was investigating the above DV assault, Officer Mike Allen was dispatched to a DV assault and suicidal female call. Officer Allen and back-up units from the sheriff's office were able to get the knife away from the female before she could hurt herself or somebody else. The female was transported to the hospital on a voluntary mental commitment.
- Officer Fred Douglas investigated an incident involving indecent liberties at the Target Store. A mentally challenged 15-year old male grabbed a nine-year old female for no apparent reason. The suspect was arrested and transported to Remann Hall.
- In another unrelated case, Officer Vince Garcia investigated a report of a male subject groping female passengers on a Pierce County transit bus. Three separate female victims reported that a male suspect grabbed their butts while seated on the bus. When Officer Garcia contacted the subject and asked what he was doing he answered "pinching girl's butts." The 25-year old mentally challenged suspect was charged with three counts of 4th degree DV assault and released to his mother.
- Officer Dahm received information that an adult female was selling marijuana out of her residence in Pierce County. Sgt. Matt Dougil, Officer Dahm and a Pierce County deputy conducted a "knock and talk" at the residence. The adult female cooperated with the investigation and relinquished the baggies of marijuana and paraphernalia. The adult mother and juvenile child were charged with possessing marijuana.

- A suicidal subject was admitted under a voluntary mental health commitment. The suspect threatened his mother with a knife and then threatened suicide.
- Officer Gary Dahm observed a vehicle with two juvenile boys with two kegs of beer in the rear storage area. Officer Dahm stopped the vehicle and learned the two males were underage. With further investigation Gary was able to ascertain that an adult bought the beer for the two juveniles from a tavern in Tacoma (the adult contacted GHPD and demanded we return **his** beer). Officer Dahm also found marijuana in the vehicle.
- Detective Kelly Busey investigated an extensive embezzlement case involving the loss of over \$13,000 at a local bank. The suspect confessed to the crime. Detective Busey did a very thorough investigation with what turned out to be a very complex fraud case.
- Reserve Office Ryan Menday contacted three juveniles ages 16, 17 and 18 years of age smoking marijuana in a vehicle parked in the back football field at Gig Harbor High School. The 17-year old admitted to possessing the marijuana and was cited for Unlawful Possession of a Controlled Substance and released to his parents.
- On September 8th, our department, agents from the Drug Enforcement Administration and detectives from the Westsound Narcotic Enforcement Team (WestNET) searched a residence in Gig Harbor and a residence on Fox Island. A large underground marijuana grow with 210 plants was located at the Gig Harbor address. Two individuals were arrested and will be federally charged for manufacturing marijuana.
- On September 29th, our officers served a search warrant on a residence and vehicle outside the city limits. An anonymous tip earlier in the year initiated an investigation that resulted in the search warrants. An individual who works within the city limits was distributing marijuana from his vehicle by leaving it either in his glove compartment or behind the gas tank flap of his vehicle while it was parked outside his place of employment. The suspect's customers would retrieve the marijuana and leave money for payment in the vehicle. Bainbridge Police Department assisted with this investigation by bringing their drug dog "Rusty" to help with the search of the vehicle and residence.

TRAVEL/TRAINING

Officer Mike Allen attended the Pedestrian and Bicycle Accident Investigation Course sponsored by the Washington Traffic Safety Commission. This is a very intensive training that requires a final examination to receive the certification.

Detective Kevin Enze attended the fall Washington State Marine Enforcement Conference at Ocean Shores.

Chief Davis attended the fall FBI-NA Conference in Spokane. The training focused on labor law and leadership.

Officer Gary Dahm attended the 40-hour Police Rifle course in Tacoma.

SPECIAL PROJECTS

We are continuing to work with the Department of Community Development (DCD) in developing a way to plot individual types of crimes on a city map. Willy Hendrickson completed the input of traffic accident locations into the GIS system and has produced a map. I will distribute a hardcopy of the map to each of you before the next Council Meeting.

We received a call from Pierce County Sheriff's Office in response to our request to assign one of our officers to participate and train with Pierce County SWAT Team. The Sheriff's Office is very interested in pursuing this proposal and is currently looking at completing a Memorandum of Understanding (MOU) outlining the program requirements.

Our recruitment for the new Community Service Officer (CSO) position has been completed. Lynette Mock, who is currently a corrections officer with the Pierce County Sheriff's Office, will be starting with our department in a couple weeks. Lynette lives in the Gig Harbor area with her husband, who is a Pierce County deputy, and their two children.

Our most recent lateral hire from New Mexico, Officer Garrett Chapman has arrived in our community and is slated to start work October 11th. Garrett, his wife Mandy and their two boys are very excited about settling into our community.

We are implementing a "trading card" program. Each employee with the police department will receive 1000 trading cards. The cards will have their picture on the front and a short bio and safety message on the back. A local photographer has agreed to take the pictures of the staff members. The theme of the program will be "drive friendly" and the safety messages will be related to traffic safety. The program will be funded by a grant from the Washington State Traffic Safety Commission.

We were also awarded a grant in September to purchase new pedestrian and school zone signs. We also received a laser radar (Lidar) costing over \$4,000 on another grant from the Washington State Traffic Safety Commission. In total we have received over \$11,000 in grant money this last month.

PUBLIC CONCERNS

There seems to have been some confusion about boats mooring in the harbor. Our position is boats can moor anywhere in Gig Harbor as long as they are not impeding navigation lanes. Boats are not allowed to moor permanently on the Gig Harbor side of the bay. Our past practice has been to allow temporary moorage (less than 30 days) within the city half of the bay. Any boats mooring for a period longer than this will be asked to move to the Pierce County side of the bay. We encourage boaters to visit our city and its area businesses and attractions.

Our derelict sailboat at the city dock was successfully auctioned off for \$167.57. We had two individuals attend the auction with only one submitting a bid.

FIELD CONTACTS

Community contacts during the month included:

- Cooperative Cities Meeting in Bonney Lake
- Attended the DUI Victim Advocates Panel on September 1
- Attended the Civil Service meeting on September 9th. The sergeant's promotional list was extended for one year.
- Attended the Tacoma/Pierce County DUI Task Force meeting on the 15th
- Attended the community informational meeting on the level II sex offender being released in Pierce County just outside the Gig Harbor city limits on the 15th at the Civic Center
- Attended the Hounds Day Celebration on the 25th
- Attended the Pierce County Police Chief's Meeting at the Puyallup Fair
- Officer Dan Welch attended an "Emergency Preparedness Mapping Project" meeting in Tacoma dealing with the Pierce Responder System. This is a project that has collected information on all schools in Washington State so it can be accessed by officers responding to critical incidents at schools.
- Attended a meeting in Mayor Wilbert's neighborhood dealing with disaster preparedness. We plan on partnering with this plan when we initiate our Neighborhood Watch program.

OTHER COMMENTS

Nothing further

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

Sept 2004

	<u>Sept 2004</u>	<u>YTD 2004</u>	<u>YTD 2003</u>	<u>% chg</u>
CALLS FOR SERVICE	445	4159	4450	-07%
CRIMINAL TRAFFIC	4	63	84	-25%
TRAFFIC INFRACTIONS	106	802	698	15%
DUI ARRESTS	4	30	39	-23%
FELONY ARRESTS	9	108	54	100%
MISDEMEANOR ARRESTS	18	192	194	-01%
WARRANT ARRESTS	11	73	54	35%
CASE REPORTS	98	993	1023	-03%
REPORTABLE VEHICLE ACCIDENTS	14	164	132	24%
SECONDARY OFFICER ASSIST	55	528	621	-15%

October 11, 2004

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

Re: Harbor Ridge Middle School Water Main Extension - Latecomers Agreement

Dear Council Members:

This law firm represents Georg Haub, the owner of parcel 21 on Exhibits A and C to the Harbor Ridge Middle School Latecomers Agreement (tax parcel no. 0221061089) that the Council will be considering on October 11, 2004. Mr. Haub hereby objects to the inclusion of his parcel into the affected area. Mr. Haub requests that the City Council act to remove his parcel from the list of properties affected by the Agreement if the City Council should adopt a Latecomers Agreement for the Schools District's water main extension.

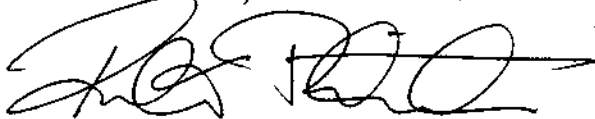
The Haub property does not front either Burnham Drive or Prentice Avenue, along which the School District's water main extension runs, nor does the Haub property have other direct access to this water main. If the Haub property were to utilize the water main extension to meet fire flow, it would require a further water main extension. This extension would not be considered a branch or a lateral to the School District's water main. To our knowledge, the City has never required a property developer who was required to run a new water main extension to pay latecomers assessments on a prior water main extension. The inclusion of the Haub property is counter to established City practices and has the inequitable effect of requiring owners to pay twice (once for their own water main extension and again for the prior water main extension).

We do not object to the implementation of latecomers agreements, but rather believe it should be reserved for those parcels which may benefit by directly tapping into a new water main through a branch or a lateral. It is improper and unreasonable to require all future property owners that would be required to construct a new water main extension to pay a latecomers assessment on prior water main extensions. Therefore, we request the Council to remove parcel number 21 from the list of affected properties in the event the Council adopts a Latecomers Agreement for the School District's extension.

Gig Harbor City Council
October 11, 2004
Page 2

Best regards,

WILLIAMS, KASTNER & GIBBS PLLC

A handwritten signature in black ink, appearing to read 'R. Pentimonti', written over a horizontal line.

Robert D. Pentimonti

cc: Mark Hoppen, City Administrator
Stephen Misiurak, City Engineer
Marcia Harris, Peninsula School District

LAW OFFICES

GORDON, THOMAS, HONEYWELL, MALANCA, PETERSON & DAHEIM LLP

TACOMA OFFICE
1201 PACIFIC AVENUE, SUITE 2200
POST OFFICE BOX 1157
TACOMA, WASHINGTON 98401-1157

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FACSIMILE (253) 620-6565

REPLY TO TACOMA OFFICE

MARGARET Y. ARCHER
ATTORNEY AT LAW

DIRECT (253) 620-6550
(206) 676-6550

E-MAIL marcher@gth-law.com

SEATTLE OFFICE
ONE UNION SQUARE
600 UNIVERSITY, SUITE 2100
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October 7, 2004

City Council
3510 Grandview Street
Gig Harbor, WA 98335

RE *Harbor Ridge Middle School Water Main Extension - Latecomers Agreement*

Dear Council Members:

I represent Wade Perrow and Donkey Creek Holdings LLC. Donkey Creek Holdings LLC is the owner of the parcel of land identified as parcel number 22 on Exhibits A and C to the Harbor Ridge Middle School Latecomers Agreement (tax parcel no. 0221061102) that the Council will be considering on October 11, 2004. The purpose of this letter is to advise the Council that Donkey Creek Holdings objects to inclusion of its parcel number 22 as an affected property. Donkey Creek also wishes to respond to recent correspondence sent to Mr. Perrow by the School District and the City Engineer concerning inclusion of parcel number 22. (For convenient reference, a copy of Mr. Perrow's September 27, 2004 letter to the City Engineer, the School District's October 4, 2004 response and the City Engineer's October 6, 2004 response.) Donkey Creek Holdings LLC requests that, if the Council adopts a Latecomers Agreement for the School District's water main extension, that it first act to exclude parcel 22 from the list of properties affected by the Agreement, such that the Agreement is not recorded against Donkey Creek's property.

At the outset, it is important to note that, although the attachment to the proposed Latecomers Agreement (Exhibit A) describes the affected properties as properties that "lie along Burnham Dr. and Prentice Avenue," parcel 22 does not front either Burnham Drive or Prentice Avenue. Donkey Creek's parcel 22, which is more than 800 feet from the Burnham water main extension, is separated from Burnham Drive (as well as Prentice Avenue) by properties owned by individuals or entities other than Donkey Creek and Wade Perrow. Thus, Donkey Creek has no right to connect to the Burnham extension via these properties. Parcel 22 does front Fennimore Street and, when developed, will likely connect to the Woodworth Avenue water system, through Benson Street or Fennimore Street.

October 7, 2004
Page 2

If Donkey Creek's parcel number 22 were to utilize the School District's Burnham Drive extension, to meet fire flow, the connection could only be accomplished through the construction of a further water main extension (not connection to a lateral or a branch line) from the front of Harbor Ridge Middle School on up Prentice and Woodworth Avenues and Benson Road. It is Wade Perrow's understanding that the City has never before required a developer who must construct a water main extension to participate in a Latecomers Agreement for prior extensions. The Peninsula School District certainly was not required to pay a latecomers fees to utilize and take advantage of prior water main extensions along Burnham Drive.

Mr. Perrow illustrated that the current plan to include parcel 22 (as well as other non-contiguous parcels) as an affected property in the currently proposed Agreement is inconsistent with prior City policy by drawing attention to the Burnham Drive Latecomers Agreement adopted by the Council in April 2002. Mr. Perrow noted that the properties deem "affected" by the extension and subject to that Latecomers Agreement were contiguous to the extension and, thus, could readily "tap onto" the extension, either directly or by a lateral line. The City Engineer responded that the 2002 Latecomer Agreement did include properties that were not contiguous the Burnham Drive, noting parcels identified for that agreement as numbers 26, 27, 30, and 31. The City Engineer did not note in his letter, however, that in those cases there was common ownership of the parcels, so access to the extension was possible without obtaining an easement from a third party. More specifically, parcel number 26 and 27 are both owned by the Gig Harbor Christian Church and parcel numbers 30 and 31 are both owned by Donkey Creek Holdings LLC. Though not identified in the City Engineer's letter, I will also note that the parcels identified with numbers 22 and 32 also have common ownership, in that they are owned by the Gig Harbor Gun Club. Thus, the City did not include properties that were not contiguous to the extension unless the parcel separating the "affected property" and the "affected property" itself was commonly owned.

The School District stated that it could not comment if the proposal was consistent with past City practices, although it did not deny that it was allowed to connect to the prior Burnham Drive water main extension with its newly constructed extension without payment of a latecomer fee. The School District simply stated that the City's regulations setting forth the procedure for adopting Latecomers Agreements (Title 13.35, Gig Harbor Municipal Code) was enacted in 2003 via Ordinance 942 and then summarily concluded that adoption of this Ordinance changed the City's practice. There is nothing in this regulation, however, that indicates that the City has adopted a policy of requiring developers who must construct extensions to City water mains in order to connect their property to City water to also pay a latecomers fee to developers of prior extensions. The School District points to GHMC § 13.35.030(c); however, this provision merely addresses connection to a main extension via a lateral or a branch line. There would be no such connection for parcel number 22; installation of a main line would be required.

October 7, 2004
Page 3

Moreover, this inclusion of connections via lateral lines was not created by the Ordinance adopted in 2003. Rather, this authority stems from the enabling State statute, Chapter 35.91, RCW (the Municipal Water and Sewer Facilities Act), which statute authorizes the City to enter Latecomers Agreements and collect latecomers fees on behalf of the developer. The purpose of this statute is to encourage private developers to improve municipal water and sewer facilities. Inclusion of parcel 22 in the proposed Latecomers' Agreement would run counter to this purpose, since it would cause Donkey Creek to effectively pay twice for improvement of the City water system. Private extension of municipal water systems would become cost prohibitive, if the private developer must pay not only for the extension he constructs, but also a portion of all past extensions. The State statute, which sets the boundaries for the City's authority concerning Latecomers Agreements, does not authorize the imposition of fees in this manner. Moreover, if the City's intent is to subject landowners that might connect their properties to *future water main extensions that further extend* prior water main extensions (also subject to prior latecomers agreements) to latecomer fees for all prior extensions, then the list of affected properties is under-inclusive and the landowners of the 22 parcels are paying more than their pro-rata share. It would be nearly impossible to design and administer such an expanded program that collects fees from property owners other than those who own property that directly tap onto the subject extension or a lateral line tapped onto the extension.

The School District asserts that connection of parcel 22 to the Burnham Drive extension will be necessary to meet fire flow requirements. Again, such a connection could not be successfully achieved (meeting fire flow requirements) without installation of additional water main line.

Finally, the City Engineer states that, if parcel 22 is not "tapped onto" the Burnham Drive extension, it will not be charged. This is not a reason to leave parcel 22 within the list of properties affected by the Latecomers Agreement. There is no legitimate basis to create an encumbrance against Donkey Creek Holdings' property. Moreover, if Donkey Creek did further extend the water main via the School District's extension, inclusion of parcel 22 among the affected properties will serve to do no more than create confusion and opportunities for disputes with the City and the School District. The issue should be addressed now. Moreover, it is to the School District's advantage to remove parcel number 22, since failure to do so will result in the District losing an opportunity to recoup costs. Fees that will not be collected from Donkey Creek will not be properly distributed to properties truly affected by and benefited by the extension if parcel 22 is not removed from the list of affected properties.

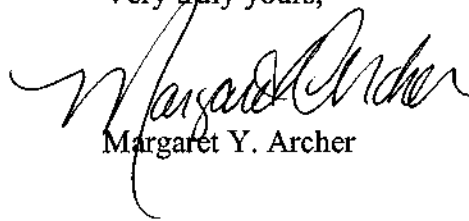
For the reasons stated above, Donkey Creek urges the Council to remove parcel number 22 from the list of affected properties in the event the Council elects to adopt a Latecomers Agreement for the School District's extension.

GORDON, THOMAS, HONEYWELL
MALANCA, PETERSON & DAHEIM LLP

October 7, 2004
Page 4

Thank you for the opportunity to comment on the proposed Latecomers Agreement. Wade Perrow will be present at the October 11 Council meeting and will be happy to address any questions you may have.

Very truly yours,



Margaret Y. Archer

MYA: mya

cc Wade Perrow, Donkey Creek Holdings LLC
Marcia Harris, Peninsula School District
Stephen Misiurak, City Engineer
Mark Hoppen, City Administrator
John Vodopich, Community Development Director
Carol Morris, City Attorney

DONKEY CREEK HOLDINGS, LLC

PO Box 245
Gig Harbor, WA 98335

(253) 851-9309
FAX (253) 851-6475

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

September 27, 2004

Attn: Steve Misiurak, P.E.
RE: Latecomer's Agreement – Harbor Ridge Middle School

Dear Mr. Misiurak:

Donkey Creek Holdings is in receipt of the suggested latecomers area for the municipal waterline extension identified in your September 22, 2004 letter. Donkey Creek believes an error has been made in identifying, at a minimum, parcel no. 22. Parcel No. 22 will not receive water directly from or as an extension of this improvement.

Having participated in the previous latecomer's agreement, bringing the waterline from the Women's Correction Center to Burnham Drive, the city was explicitly clear in noting only specific contiguous properties would be assessed latecomer's fees. Attached is a copy of the city's April 23, 2002 letter and Exhibit B indicating the identified properties. Donkey Creek believes the city has erred in identifying parcel 22 as a benefit area to this line extension.

As the owner of identified parcel 22, we will not be tapping on or connecting to said system as described in Exhibit A. As a participant in the previous line extension, we were specifically and clearly informed that the city could not and would not allow collection of latecomer's fees for any entity extending on or connecting to the improvements completed from the Women's Correction Center to Burnham Drive. Furthermore, the City clearly stated any improvements to the city's water system created by the developer but not specifically tied to, tapping to or connecting to the system could not and would not constitute participation in the latecomer's agreement.

Should the City now change its position in this regard, there are considerable undeveloped parcels located between and along Burnham Drive and on up Woodward that have not been identified in the suggested latecomer's agreement.

In conclusion, Donkey Creek Holdings believes the inclusion in this latecomer's agreement is inappropriate and uncalled for as it relates to Parcel 22. Parcel 22 will be connecting to the Woodworth waterline at Benson Road. Connection at this point will require a waterline extension from the existing system.

Given the direction and logic incorporated into the previous latecomer's agreement from the Women's Correction Center to Burnham Drive, the same logic and doctrine of fairness needs to be provided across the board. Parcel 22 is not a benefiting area to this latecomer's agreement and we request it be removed prior to presentation to the City Council.

Sincerely,

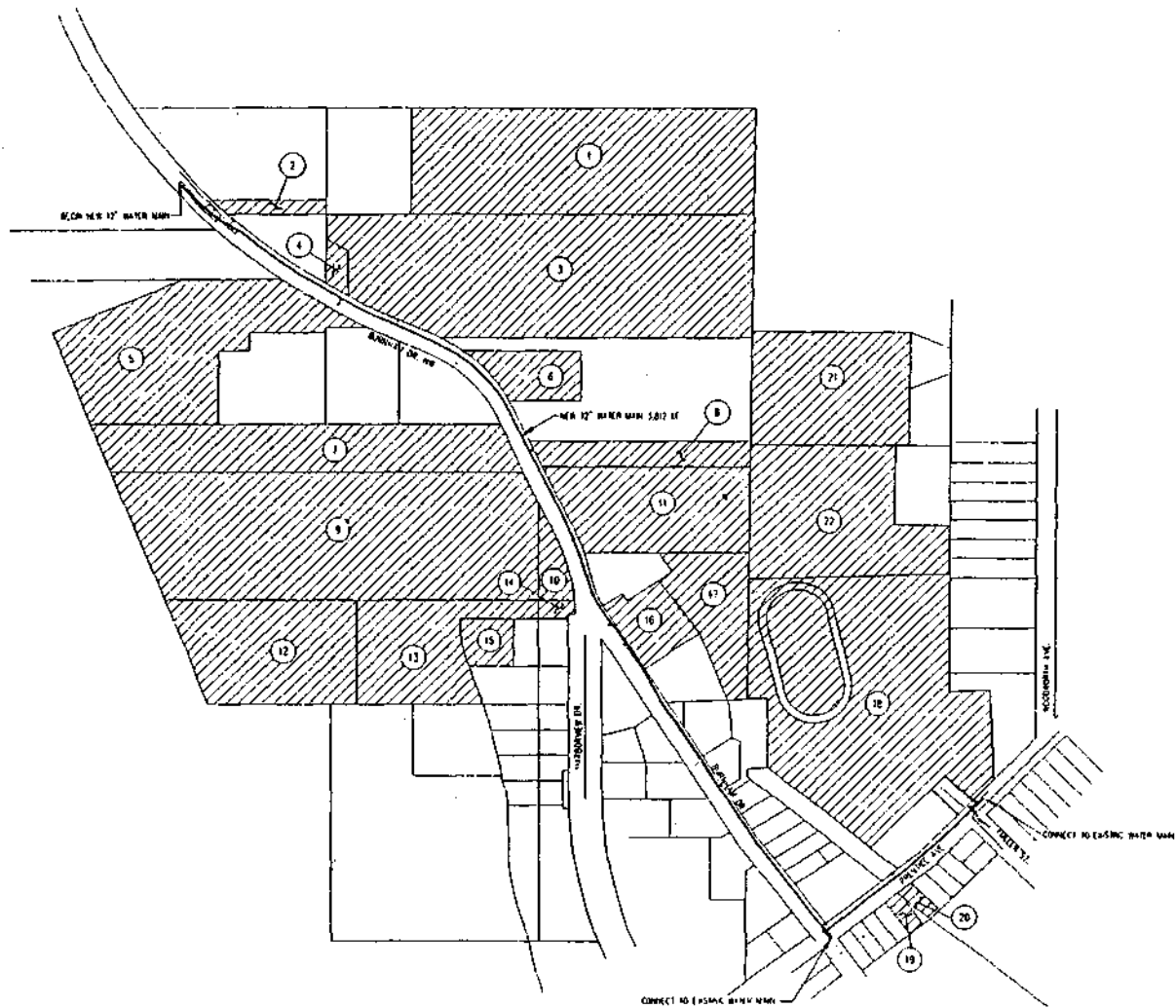


Wade Perrow

c: Mark Hoppen, City Administrator
John Vodopich, Community Development Director

Encl: April 23, 2002 Latecomer's agreement

EXHIBIT A



Description:

A new 12 in. water main was constructed beginning at parcel no.2 and ending at parcel no.18 by the Peninsula School District for the Harbor Ridge Middle School and is the purpose of this Latecomers Agreement. The affected properties of this agreement (shown as shaded), lie along Burnham Dr. and Prentice Ave. The legal descriptions of these parcels appear on Exhibit "B". In the event future connections are made to this line by a particular parcel, the dollar amount to be collected for that parcel appears on Exhibit "C" in the Total Allocation column.

Parcel Reference	Tax Lot Numbers	Gross parcel area (sq ft)	Wetland areas (sq ft)	Net parcel areas (sq ft)	% of Total Net Area	75% Allocation by Net Lot Area	Frontage (linear feet)	% of Total Linear Frontage	25% Allocation by Frontage	Total Allocation
1	0222314037	348,480	0	348,480	10.6%	\$34,341	0	0.0%	\$0	\$34,341
2	0222313066	6,098	2,036	4,062	0.1%	\$400	33	1.2%	\$1,281	\$1,682
3	0221061093	447,796	0	447,796	13.6%	\$44,128	315	11.3%	\$12,231	\$56,359
4	0221061094	11,200	0	11,200	0.3%	\$1,104	87	3.1%	\$3,378	\$4,482
5	0221066010	236,966	0	236,966	7.2%	\$23,352	315	11.3%	\$12,231	\$35,583
6	0221061050	46,174	0	46,174	1.4%	\$4,550	212	7.6%	\$8,232	\$12,782
7	0221061072	196,456	2,493	193,963	5.9%	\$19,114	167	6.0%	\$6,484	\$25,598
8	0221061055	50,094	0	50,094	1.5%	\$4,936	84	3.0%	\$3,262	\$8,198
9	0221061073	471,755	74,481	397,274	12.0%	\$39,149	100	3.6%	\$3,883	\$43,032
10	0221061075	25,700	0	25,700	0.8%	\$2,533	363	13.0%	\$14,095	\$16,627
11	0221061054	179,467	0	179,467	5.4%	\$17,686	324	11.6%	\$12,580	\$30,266
12	0221061000	236,095	13,283	222,812	6.8%	\$21,957	0	0.0%	\$0	\$21,957
13	0221061034	112,820	32,069	80,751	2.4%	\$7,958	0	0.0%	\$0	\$7,958
14	0221061043	7,405	0	7,405	0.2%	\$730	60	2.1%	\$2,330	\$3,059
15	0221061086	25,931	18,305	7,626	0.2%	\$751	0	0.0%	\$0	\$751
16	0221065018	43,402	0	43,402	1.3%	\$4,277	236	8.5%	\$9,163	\$13,440
17	0221065020	84,559	0	84,559	2.6%	\$8,333	0	0.0%	\$0	\$8,333
18	0221061100	506,602	0	506,602	15.4%	\$49,923	403	14.4%	\$15,648	\$65,571
19	4097000210	5,712	0	5,712	0.2%	\$563	40	1.4%	\$1,553	\$2,116
20	4030000070	5,558	0	5,558	0.2%	\$548	53	1.9%	\$2,058	\$2,606
21	0221061089	174,676	0	174,676	5.3%	\$17,213	0	0.0%	\$0	\$17,213
22	0221061102	219,978	0	219,978	6.7%	\$21,678	0	0.0%	\$0	\$21,678
Totals		3,442,924	142,667	3,300,257	100.0%	\$325,223	2792	100.0%	\$108,408	\$433,630

Developer

Total Cost of Construction:	\$433,630
75% of Total Cost:	\$325,223
25% of Total Cost:	\$108,408
Developer's Pro Rata Share:	\$65,571
Total Assessment:	\$368,060
Administrative Fee per 13.35.080 GHMC:	\$18,403 (Assumes connection of all affected parcels)
Potential Net Amount Due Developer:	\$349,657 (Assumes connection of all affected parcels)

EXHIBIT C



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

April 23, 2002

Wade and Beth Perrow
Burnham Construction LLC
PO Box 245
Gig Harbor, WA 98335

SUBJ: Latecomers Agreement
-Burnham Drive Water Main Extension, Gig Harbor, Washington

Dear Property Owner:

The latecomers agreement was presented and approved by the City Council at their regular meeting on April, 22, 2002. The latecomers assessment will be recorded with your property, as shown on the enclosed assessment map and table.

As previously stated, you are not required to pay anything at this time. You will be assessed only in the event that you choose to hook-up to city water, or already have connected.

Sincerely,

fg Stephen Misiurak, P.E.
City Engineer

Enclosure

c: Mark Hoppen, City Administrator
John Vodopich, Community Development Director

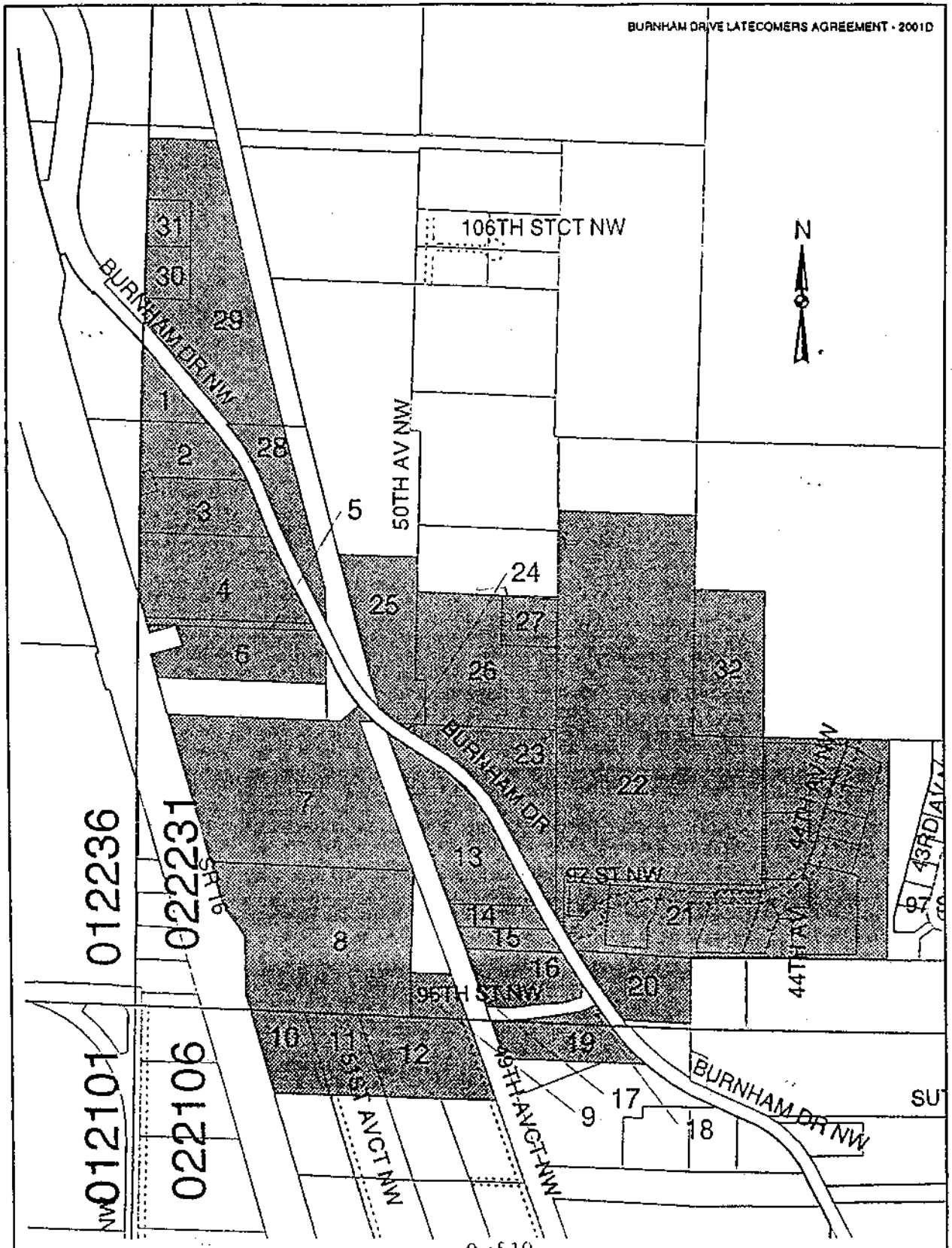


EXHIBIT B

BURNHAM DRIVE WATER MAIN EXTENSION
 TOTAL PROJECT CONSTI \$346,585.50

EXHIBIT C:

EXH B MAP #	PARCEL NO.	AREA (acre)	INITIAL AREA (square feet)	WETLANDS (deduct sq. ft.)	USABLE AREA (square feet)	FRONTAGE (ft)	LOT AREA CHARGE	FRONT FOOTAGE CHARGE	TOTAL CHARGE
1	0222312008	1.07	46,609.00	0	46,609.00	469	\$1,841.82	\$4,246.31	\$6,088.13
2	0222313022	2.07	90,169.00	0	90,169.00	316	\$3,563.16	\$2,861.05	\$6,424.21
3	0222313009	3.22	140,363.00	0	140,363.00	278	\$5,546.65	\$2,517.00	\$8,063.65
4	0222313042	7.03	306,226.00	0	306,226.00	437	\$12,100.98	\$3,956.58	\$16,057.56
5	0222313040	0.57	24,829.00	0	24,829.00	36	\$981.15	\$325.94	\$1,307.10
6	0222313028	4.64	202,118.00	0	202,118.00	100	\$7,986.99	\$905.40	\$8,892.39
7	0222313062	13.56	590,673.00	22490	568,183.00	109	\$22,452.60	\$986.88	\$23,439.48
8	0222313038	12.33	537,094.00	950	536,144.00	743	\$21,186.53	\$6,727.09	\$27,913.62
9	0222313053	1.10	47,916.00	3690	44,226.00	265	\$1,747.66	\$2,399.30	\$4,146.96
10	0221062039	2.29	99,752.00	0	99,752.00	251	\$3,941.85	\$2,272.54	\$6,214.39
11	0221062069	2.26	98,445.00	0	98,445.00	248	\$3,890.20	\$2,245.38	\$6,135.58
12	0221062064	4.79	208,652.00	0	208,652.00	510	\$8,245.19	\$4,617.52	\$12,862.71
13	0222313020	5.44	236,966.00	71880	165,086.00	1075	\$6,523.62	\$9,733.00	\$16,256.62
14	0222313027	0.92	40,075.00	5370	34,705.00	124	\$1,371.42	\$1,122.69	\$2,494.11
15	0222313018	0.92	40,075.00	3880	36,195.00	123	\$1,430.30	\$1,113.64	\$2,543.94
16	0222313063	2.14	93,218.00	3450	89,768.00	401	\$3,547.32	\$3,630.64	\$7,177.95
17	0222313050	0.36	15,681.00	4180	11,501.00	111	\$454.48	\$1,004.99	\$1,459.47
18	0222313049	0.39	16,988.00	0	16,988.00	410	\$671.31	\$3,712.12	\$4,383.43
19	0221062006	2.93	127,630.00	0	127,630.00	98	\$5,043.49	\$887.29	\$5,930.78
20	0222313016	3.01	131,115.00	36690	94,425.00	387	\$3,731.34	\$3,503.88	\$7,235.23
21	4001020190	19.82	863,335.00	46790	816,545.00	112	\$32,266.99	\$1,014.04	\$33,281.04
22	0222313044	30.36	1,322,482.00	0	1,322,482.00	66	\$52,259.85	\$597.56	\$52,857.41
23	0222313024	5.17	225,205.00	0	225,205.00	1079	\$8,899.31	\$9,769.22	\$18,668.53
24	0222313012	0.02	871.00	0	871.00	97	\$34.42	\$878.23	\$912.65
25	0222313035	5.29	230,432.00	30620	199,812.00	111	\$7,895.87	\$1,004.99	\$8,900.86
26	0222313058	7.58	330,243.00	0	330,243.00	0	\$13,050.04	\$0.00	\$13,050.04
27	0222313059	1.29	56,250.00	0	56,250.00	0	\$2,222.80	\$0.00	\$2,222.80
28	0222313008	2.40	104,544.00	16150	88,394.00	1008	\$3,493.02	\$9,126.39	\$12,619.41
29	0222312035	9.98	434,728.00	124940	309,788.00	606	\$12,241.73	\$5,486.70	\$17,728.43
30	0222312033	1.11	48,351.00	15470	32,881.00	0	\$1,299.34	\$0.00	\$1,299.34
31	0222312034	0.94	40,946.00	5240	35,706.00	0	\$1,410.98	\$0.00	\$1,410.98
32	0222314016	5.00	217,800.00	0	217,800.00	0	\$8,606.69	\$0.00	\$8,606.69
TOTALS		160.00	6,969,781.00	391,790.00	6,577,991.00	9,570.00	\$259,939.13	\$86,646.38	\$346,585.50

Front Footage Charge = (Total Project Cost)(0.25)(Lot Front Footage)/9,570

Lot Area Charge = (Total Project Cost)(0.75)(Usable Lot Area)/6,577,991



Peninsula School District

14015 - 62nd Ave. NW, Gig Harbor, WA 98332
(253) 857-3501 • Fax (253) 857-3575
Support & Operations

October 4, 2004

Wade Perrow
P.O. Box 245
Gig Harbor, WA 98335

Subject: Harbor Ridge Middle School Latecomer Agreement

Dear Mr. Perrow:

City staff forwarded to the Peninsula School District your letter of September 27, 2004, regarding the Parcel 22 of the proposed latecomer agreement. While we cannot respond to all of the issues raised in your letter, we would like to clarify the reason that Parcel 22 is proposed for inclusion as a property subject to the agreement.

Your letter makes reference to several statements attributed to the City regarding properties that may be made subject to a latecomer agreement and to water facilities that are not eligible for a latecomer. The School District has not been able to obtain clarification of these points from the City and thus we are not able to respond. Please be aware, however, that latecomer agreements in the City of Gig Harbor are now administered under Ordinance 942, which was adopted in October 2003. Since the ordinance was adopted subsequent to approval of the Burnham Drive Latecomer Agreement, the rules guiding such agreements may have changed.

Parcel 22 was included in the proposed latecomer application as it appears likely that connection to the Burnham Drive water main will be necessary to meet fire flow requirements for development of the property. According to the information available to the School District, water facilities east of the Parcel 22 are generally characterized by 4- to 6-inch lines. If these lines are insufficient to provide fire flow, connection to the Burnham Drive main may be necessary.


Inclusion of the parcels at a distance from the alignment is allowed under Section 13.35.030(C) of the Gig Harbor Municipal Code, which provides for encumbrance of parcels that may connect to laterals or branches as well as those connecting directly to the water main.

The School District has endeavored to propose the most equitable distribution of costs possible for the water main it constructed in Burnham Drive. Throughout the process, the District has coordinated with City staff to the extent possible to check assumptions and has remained open to suggestion and staff feedback. While the School District cannot predict with certainty how development and redevelopment will occur in this portion of the City, we believe that there is a logical nexus for each parcel included in the assessment area.

Mr. Wade Perrow
October 4, 2004
Page 2

Therefore, the School District has determined not to withdraw the application and resubmit a revised application.

Sincerely,



Marcia E. Harris
Deputy Superintendent

- c Stephen Misiurak, City of Gig Harbor
- William Hendrickson, City of Gig Harbor
- Calvin Gasaway, Greene-Gasaway Architects, PLLC
- Doreen Gavin, AHBL, Inc.
- Spencer Beier, AHBL, Inc.
- Owen Dennison, AHBL, Inc.



COMMUNITY DEVELOPMENT DEPARTMENT

October 8, 2004

Wade Perrow
Donkey Creek Holdings, LLC
PO Box 245
Gig Harbor, WA 98335

SUBJ: Harbor Ridge Middle School Latecomer's Agreement

Dear Mr. Perrow:

This letter responds to your written correspondence dated September 27, 2004 in which you raise several objections to being included in the Harbor Ridge Waterline Latecomer's Agreement. I will respond to each of your concerns as follows:

Contiguous Properties

The previously executed latecomer's agreement did in fact include noncontiguous parcels included in the assessment. Specifically, parcels 26, 27, 30 and 31 were included to name a few.

Basis for Latecomer's Agreement

Please refer to GHMC 13.35, which summarizes the requirements for a latecomer's agreement. The proponent has satisfied all the requirements and conditions contained within this chapter. Furthermore you included a copy of a letter from the City dated April 22, 2002, in which you reference the statement, "You will be assessed only in the event that you choose to hook up to City water, or have already connected." That latter part of the statement is referring to the portion of waterline previously constructed in 2002 and is not applicable to the current latecomer's request.

Connection to Waterline

Please understand neither Donkey Creek Holdings nor any of the other affected assessment parcels are required to make connection to the latecomer water line. The assessment would only apply should the parcel owner choose to make a connection. Reference is made in your letter of your intention to connect to the water system on Woodworth Avenue. That would be an acceptable option for City consideration, provided adequate fire flow and system pressure conditions are achieved. In this case, there would be no assessment due to the School District.

Please contact me at 253-851-6170 should you have any further questions or concerns.

Sincerely,

Stephen Mislurak, P.E.
City Engineer

c: Mark Hoppen, City Administrator
John Vodopich, Community Development Director