

Gig Harbor City Council Meeting

**March 24, 2003
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
March 24, 2003 - 7:00 p.m.**

CALL TO ORDER:

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 March 10, 2003.
2. Correspondence / Proclamations: a) Building Safety Week b) Chamber of Commerce Resolution
3. Re-appointments to the Gig Harbor Arts Commission.
4. Morris Sewer Request.
5. Puget Sound Energy Water and Sewer Extension.
6. Approval of Payment of Bills for March 24, 2003.
Checks #39546 through #39683 in the amount of \$487,838.71.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance – Moorage Fees.
2. Consultant Services Contract – Sewer Pump Station 3A.
3. Closed Record Hearing – Final Plat for 'The Estates at Gig Harbor'.

STAFF REPORTS:

GHPD – February Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b); litigation per RCW 42.30.110(1)(i)(A); and potential litigation per RCW 42.30.110(1)(i)(B).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF MARCH 10, 2003

PRESENT: Councilmembers Ekberg, Young, Owel, Picinich, Ruffo and Mayor Wilbert.
Councilmembers Franich and Dick were 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 February 24, 2003.
2. Correspondence / Proclamations:
3. Appointment to the Lodging Tax Advisory Committee.
4. Appointments to the Skansie Brothers' and Wilkinson Parks Ad Hoc Committees.
5. WSDOT Assignable Easement for Tacoma City Light.
6. Purchase Authorization – Street Lights for Harborview Drive.
7. Purchase Authorization – Street Lights for Pioneer Way.
8. Purchase Authorization – Street Lights for Vernhardson Street.
9. Cushman Trailhead Design Services - Consultant Service Agreement.
10. Stormwater Maintenance Agreement – Estates at Gig Harbor.
11. Looker & Associates Escrow Agreement -Point Fosdick Landscape Median – Retainage.
12. Plant Controls Upgrade – Consultant Services Contract.
13. Approval of Payment of Bills for March 10, 2003.
Checks #39417 through # 39545 in the amount of \$423,347.29.
14. Approval of Payroll for the Month of February, 2003.
Checks #2383 through #2396 in the amount of \$227,249.55.

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

OLD BUSINESS:

1. Second Reading of Ordinance – Repealing Section 2.24.010 of the GHMC. Mark Hoppen explained that ordinance repeals an outdated section of the code.

MOTION: Move to adopt Ordinance No. 927 as presented.
Picinich / Ruffo - unanimously approved.

3. Second Reading of Ordinance – Filing of Candidacy. Molly Towslee, City Clerk, explained that this was a housekeeping ordinance to reflect the filing of candidacy with Pierce County rather than with the City Clerk.

MOTION: Move to adopt Ordinance No. 928 as presented.
Ruffo / Picinich - unanimously approved.

NEW BUSINESS:

1. Resolution – Declaration of Surplus Property. Mark Hoppen presented this resolution to surplus, obsolete computer equipment.

MOTION: Move to adopt Resolution No. 606.
Ekberg / Ruffo - unanimously approved.

2. Stormwater Drainage Modeling Phase 2 – Amendment to Consultant Services Agreement. John Vodopich, Community Development Director, explained that Council approved a contract for the survey and comparison of available stormwater modeling software. He said that this amendment would provide for assistance in the creation of the pilot storm water model. He described how the model would provide data collection, model set up, analysis, modeling results, calibration and project management.

MOTION: Move to authorize execution of Amendment No. 1 to the Consultant Services contract for additional consultant services between the City of Gig Harbor and The Shea Group, Inc. in an amount not to exceed twenty-eight thousand four hundred seventy-nine dollars and zero cents (\$28,479.00).
Ruffo / Picinich - unanimously approved.

3. Agreement to Perform Utility Bill Printing and Mailing Services. David Rodenbach, Finance Director, presented this agreement for processing utility bills. He described how the billing was being done currently, and how services would be improved by utilizing the new process.

MOTION: Move to authorize execution of the contract with DATAProse to perform Utility Bill Printing and Mailing Services.
Ruffo / Picinich - unanimously approved.

STAFF REPORTS:

GHPD – January Stats. – No verbal report given.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert introduced members of the audience who had been appointed to the Ad Hoc Committees for the planning of the Skansie Brothers' and Helen Independence Wilkinson Parks.

Councilmember Owel reported that HB 1667, regarding land use powers over gambling facilities, had cleared the house today. She asked Council to send an e-mail to the Senators urging support of the bill.

Mayor Wilbert asked for volunteers from Council to attend the upcoming Puget Sound Regional Council meeting in Seattle. Councilmember Young offered to accompany her to the meeting.

Mayor Wilbert drew attention to the recent article in the Gateway about Bryon Jones, a city employee, and his garden.

The Mayor announced that on March 26th, Pierce Transit was holding a meeting to determine the composition of their Board of Directors. She continued to discuss the idea of a town-around system for this area.

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

MOTION: Move to adjourn to Executive Session for approximately twenty minutes at 7:22 p.m. to discuss property acquisition Picinich / Owel – unanimously approved.

MOTION: Move to return to regular session at 7:44 p.m. Ruffo / Picinich – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:4 p.m. Ruffo / Picinich - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1-

Gretchen Wilbert, Mayor

City Clerk



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DICK J. BOWER, CBO *DJB*
BUILDING OFFICIAL / FIRE MARSHAL
SUBJECT: BUILDING SAFETY WEEK
DATE: MARCH 24, 2003

BACKGROUND

Since 1980, in an effort to promote the use and understanding of construction and building codes worldwide, the International Code Council has established one week a year as "Building Safety Week". This year that week is April 6th -12th.

Building safety week provides us an opportunity to participate with other jurisdictions and organizations to promote safety in the built environment and to promote the services that we provide toward that end. To help promote our building safety programs the City will be distributing a number of brochures discussing various building code and safety related issues. We will also have a number of promotional items such as coloring and activity books for kids, pencils, and similar materials on hand for distribution at the permit counter.

FISCAL IMPACT

The Building Safety Week materials that have been ordered will cost approximately \$60.00. Funds will come from existing money available in the publications budget.

RECOMMENDATION

I would like to request that the Mayor and Council lend their support to this public awareness opportunity by proclaiming April 6-12, 2003 as Building Safety Week in the City of Gig Harbor. A draft proclamation is attached to this memorandum.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Whereas, the United States has the highest level of building safety in the world; and,

Whereas, the International Code Council, in partnership with dedicated building safety and fire officials, architects, engineers, and the construction industry, develops and enforces the codes that safeguard us in our homes, at school, and the buildings we work in; and,

Whereas, it often goes unnoticed that building safety affects so many aspects of our daily lives, thanks to building safety code enforcement, we enjoy the comfort of structures that are safe and sound; and,

Whereas, building safety and fire officials work with citizens to address building safety concerns everyday, from preventing mold in homes, to minimizing the impact of West Nile Virus in communities, they play a vital role in ensuring the safety of our critical infrastructure; and,

Whereas, construction codes provide reasonable safeguards to protect us from dangerous situations such as snowstorms in the North, hurricanes in the Southeast, tornadoes in the Midwest, forest fires in the Southwest, and earthquakes on the West Coast; and,

Whereas, Building Safety Week, sponsored by the International Code Council, is an opportunity to educate the public, it is a perfect time to increase public awareness of the life safety services provided by local and state building departments as well as federal agencies; and,

Whereas, the theme of Building Safety Week is, "Safe Buildings Save Lives," and it encourages all of us to raise our level of awareness of building safety and to take appropriate steps to improve our built environment; and,

Whereas, construction codes have improved the safety and security of our citizens and countless lives have been saved because of the construction codes adopted and enforced by local and state agencies; and,

Whereas, this year, as we observe Building Safety Week, I ask everyone to consider projects to improve building safety at home and in the community.

NOW, THEREFORE, I, do hereby proclaim April 6 through April 12, 2003, as

Building Safety Week

in the City of Gig Harbor. I urge all people to participate in Building Safety Week activities and to commence efforts to improve building safety.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 24th day of March, 2003.

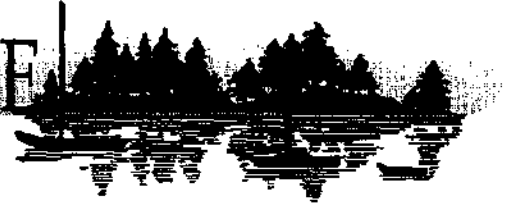
Mayor, City of Gig Harbor

Date

GIG HARBOR  PENINSULA AREA

CHAMBER OF COMMERCE

3302 HARBORVIEW DR., STE 2 GIG HARBOR, WA 98332 PHONE (253) 851-6865 FAX (253) 851-6881



Gig Harbor Peninsula Area Chamber of Commerce Resolution

Whereas, the purpose of the Gig Harbor Peninsula Area Chamber of Commerce is to foster business interests in the Gig Harbor Key Peninsula area; and

Whereas, the business interests of an area are closely tied to a livable community and successful schools; and

Whereas, successful schools are dependent upon excellent instructors and adequate facilities; and

Whereas, the Peninsula School District #401 provides superior educational programs, but less than adequate facilities; and

Whereas, the Peninsula School District #401 Board of Directors, upon the recommendation of the Capital Facilities Committee, has determined that school facilities are in need of major capital improvements including modernization of Purdy Elementary, completion of modernization of the other two buildings at Harbor Ridge Middle School, technology and heating/ventilation (HVAC) system improvements, replacement of 20 year old portables, and Peninsula High School and Gig Harbor High School classrooms and pool energy upgrades; and

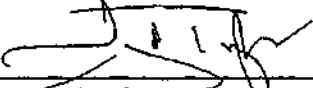
Whereas, the bond issue adopted by the School Board provides equitable facilities across the District and addresses facility needs at every school; and

Whereas, the bond issue to accomplish these capital projects will be on the ballot May 20, 2003; and

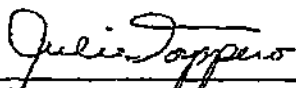
Whereas, these school improvements will benefit our community, our schools and the business climate;

Now therefore be it resolved, that the Gig Harbor Peninsula Area Chamber of Commerce Membership enthusiastically endorses the passage of this Peninsula School District #401 bond issue, and lends its support to passage of the \$45,000,000 measure on May 20, 2003.

Approved this 18th day of March 2003.



Joyce Taylor, *President*
Gig Harbor Peninsula Area Chamber of Commerce



Julie Tappero, *1st Vice President*
Gig Harbor Peninsula Area Chamber of Commerce



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: CITY COUNCILMEMBERS AND MARK HOPPEN
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: RE-APPOINTMENTS TO ART COMMISSION
DATE: MARCH 12, 2003

INFORMATION/BACKGROUND

The terms for three Board members have expired. Lita Dawn Stanton, Chris Fiala Erlich and Denise Schmidt have all expressed an interest in serving another three-year term.

RECOMMENDATION

City Council approve the re-appointments of Lita Dawn Stanton, Chris Fiala Erlich, and Denise Schmidt to the Gig Harbor Arts Commission.

Chapter 2.48

RESERVE POLICE UNIT

(Repealed by Ord. 713)

Chapter 2.49

ARTS COMMISSION

Sections:

- 2.49.010 Commission established – Membership.
- 2.49.020 Rules of procedure.
- 2.49.030 Authority of commission.
- 2.49.040 Meetings and staff services.
- 2.49.050 Budget.

2.49.010 Commission established – Membership.

A. The Gig Harbor arts commission, consisting of nine members appointed by the mayor and confirmed by the vote of a majority of the members of the city council, is established. The term of office shall be three years. Commission members shall be selected for staggered terms. Three commissioners or their successors will serve a one, two or the full three-year term based on the position. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members' terms shall expire on March 31st and all successive terms shall commence on April 1st. No member shall serve more than two consecutive full terms of office.

B. Commission members shall be appointed upon the basis of demonstrated interest in, and knowledge and support of the arts. Members shall serve without salary or other compensation; provided, that members shall be reimbursed for necessary expenses actually incurred with prior administrative approval. Two commissioners may be selected from the community-at-large. Seven commissioners shall reside or work within the city limits at the time of appointment and throughout their terms of office.

C. Prior to appointing initial members and filling each vacancy in the membership of the commission, public notice of available positions shall be provided to the news media at least two weeks in advance of appointment. Applicants for vacant positions shall apply to the office of the mayor. (Ord. 876 § 1, 2001).

2.49.020 Rules of procedure.

The commission shall adopt procedural rules governing the transaction of its business. The rules shall include provisions for the date, time and place of regular meetings of the commission. Provisions shall be made for maintaining minutes of commission meetings and records of all commission

reports, conclusions and recommendations. The rules of procedure shall provide for the election of commission officers, which shall include a chairperson and vice chairperson who shall serve for at least one year. The rules of the commission shall provide that all commission meetings shall be open to the public and that notice of meetings shall comply with the Washington Open Public Meetings Act, to the extent proceedings of the commission are governed by such Act. The procedures shall address receipt and processing of citizen proposals and requests. (Ord. 876 § 1, 2001).

2.49.030 Authority of commission.

The arts commission is authorized to take the following actions:

A. On behalf of the city, to encourage, conduct, sponsor or cosponsor public programs to further the development and public awareness of, and interest in, the fine and performing arts;

B. To provide recommendations to the mayor and city council in connection with cultural and artistic endeavors and projects in which the city becomes involved and to act as a representative of the community in such matters;

C. To encourage donations, grants and other support to further expand the arts and cultural services and programs available to citizens of Gig Harbor and members of the Gig Harbor community;

D. To review and make recommendations to the city council with respect to all public and private banner proposals that utilize city of Gig Harbor graphics;

E. To take such other actions as the city council may direct from time to time. (Ord. 876 § 1, 2001).

2.49.040 Meetings and staff services.

A. The arts commission shall meet regularly at least once per month at a date, time and place to be established by the commission. Commission meetings shall be open to the public and written meeting minutes shall be maintained and made available to the public upon approval of the minutes by the commission.

B. The parks department shall be responsible for providing administrative and staff services for the commission and may assign parks department staff to provide services to the commission.

C. The commission shall make a report to the city council at least annually. (Ord. 876 § 1, 2001).

2.49.050 Budget.

Arts commission programs and operating expenses shall be funded from the city general fund, grants, donations and admission charges. The parks department shall be responsible for submitting the annual operating budget to the city administrator and mayor. (Ord. 876 § 1, 2001).



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: MORRIS SEWER REQUEST
DATE: MARCH 17, 2003

INFORMATION/BACKGROUND

Mr. Dave Morris is requesting the outside extension of city sewer to his parcel immediately south of his Keller Williams office building on Burnham Drive across the street from the city's Woodhill Pump Station. Three equivalent residential units of sewer capacity is requested for connection (3 ERUs) for a proposed office building. Mr. Morris' Keller Williams office building is already connected to city sewer.

POLICY CONSIDERATIONS

The proposed office use is adjacent to an existing office use. Consequently, the proposed contract binds the property to B-2 zoning criteria. Site development will be required to conform to all city standards.

FISCAL CONSIDERATIONS

The capacity commitment payment for a three-year commitment is \$1,525.50 (3 ERUs x 15% x \$3390). The contract three-year period is the standard period for commitment to city utilities.

RECOMMENDATION

Staff recommends approval of the contract as presented.

**UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

THIS AGREEMENT is entered into on this ____ day of _____, 2003, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and David Morris, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. **Warranty of Title.** The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.
2. **Extension Authorized.** The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Burnham Drive (street or right-of-way) at the following location: 11515 Burnham Drive Northwest.

As described in Exhibit 'A'

3. **Costs.** Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and in inspecting construction shall be paid for by the Owner.

4. **Sewer Capacity Commitment.** The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 3 ERUs; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as

herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on March 24, 2005, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three-year period.

5. **Capacity Commitment Payment.** The Owner agrees to pay the City the sum of \$ 1525.50 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee	
Three years	Fifteen percent	(15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. **Extension of Commitment Period.** In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. **Permits - Easements.** Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. **Turn Over of Capital Facilities.** If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the city to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and

approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
 - B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
 - C. A bill of sale in a form approved by the City Attorney; and
 - D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).
9. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.
10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.
11. **Annexation.** Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:
- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
 - B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
 - C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;

- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: B-2
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines, Building Regulations, and City Public Works Standards for similarly zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this

agreement shall constitute a lien upon the above-described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

none

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

19. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2003.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name:

Title:

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

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 and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires: _____

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

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

Dated: _____

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires: _____

EXHIBIT 'A'

LOT 2

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN LYING EAST OF THE EAST LINE OF THE GIG HARBOR-LONGBRANCH COUNTY ROAD AND LYING WEST OF THE WEST LINE S.R. #16 (FORMERLY STATE HIGHWAY #14), AND LYING SOUTH OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; THENCE SOUTH 89 DEGREES 34 MINUTES 17 SECONDS EAST 1316.25 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE WESTERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY #14; THENCE NORTH 17 DEGREES 38 MINUTES WEST 1489.35 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING NORTH 17 DEGREES 38 MINUTES WEST 150.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 72 DEGREES 22 MINUTES WEST 168 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF THE GIG HARBOR-LONGBRANCH COUNTY ROAD; THENCE SOUTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE 150 FEET, MORE OR LESS, TO A POINT SOUTH 72 DEGREES 22 MINUTES WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 22 MINUTES EAST 159 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; THENCE SOUTH 89 DEGREES 34 MINUTES 17 SECONDS EAST 1316.25 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE WESTERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY #14; THENCE NORTH 17 DEGREES

38 MINUTES WEST 1489.35 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING FOR THIS LINE DESCRIPTION; THENCE SOUTH 66 DEGREES 08 MINUTES 27 SECONDS WEST TO THE EASTERLY RIGHT-OF-WAY LINE OF THE GIG HARBOR-LONGBRANCH COUNTY ROAD AND THE TERMINUS OF THIS LINE DESCRIPTION;

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED JULY 11, 1957 AND RECORDED JULY 24, 1957 UNDER AUDITOR'S FEE NO. 1792762;

AND ALSO EXCEPT THE SOUTH 30 RODS THEREOF;

AND ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 2418598;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



3510 GRANDVIEW STREET
 GIG HARBOR, WASHINGTON 98335
 (253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

CRIJP
 Morris Commercial Bldg
 005/03/2003
 0010595 100.00
 100.00
 0.00

'THE MARITIME CITY'

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. ATTACHED LEGAL DESCRIPTION, Date 3-5-03

Applicant Morris Commercial Building, Phone # 253-4571

Mailing Address 11515-B, BURNHAM DR N.W GIG H, WASH 98332

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 11515 Burnham Dr N.W.
 Subdivision _____, Lot No. _____
 Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____
 Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
3/4"	1.0	\$3,740.00	\$5,610.00	\$486.00	\$
1"	1.67	\$6,250.00	\$9,375.00	\$567.00	\$
1-1/2"	3.33	\$12,450.00	\$18,675.00	(2) \$1,130.00	\$
2"	5.33	\$19,930.00	\$29,895.00	(2) \$1,800.00	\$
Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

IMPACT FEES & OTHER CHARGES:

Street Boring (2)	\$ 16.20 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
Park Impact Fees	Residential @ \$1,500.00		\$
Transportation Impact Fees	Residential @ \$ 517.30 Commercial/Multi - @ \$		\$
Water Latecomer Fees	Latecomer Fee Calculation \$ Administration Fee \$		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.
 (2) Time & Material Plus 10% (3) Negotiable

TOTAL WATER, IMPACT AND OTHER CHARGES: \$ _____

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B	Zone C	Other	# ERU's *	Total Fee
\$3,250.00	\$ 3,070.00	\$ 3,050.00	\$3,390.00	3	\$10,170.00

• Equivalent Residential Unit Calculation for non-residential service: *less advance* 100.00
 • *Coml* (*ERU's per engineer's estimate*) X (*3*) =
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	FEE
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
	As-Built Plans Fee – Residential Only (Refundable)	\$ 150.00
	Sewer Latecomers Fee/Administration Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

Application is hereby made by the undersigned property owner for the above stated utilities in the following amount: _____; at the above stated location, for the following purposes: _____ for which I agree to pay in advance the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate issues and be payable immediately:

Engineering Fees:

Water Main Extension:

Street Repair:

Water Service Connection Charge:

Park Impact Fees:

Transportation Impact Fees:

Water/Sewer Latecomer Fees:

Sewer System Fees:

TOTAL

I further agree that all rates and charges for water service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City, or any ordinances and regulations passed hereafter.

I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to shut off the water at any time without notice for repairs, expansions, nonpayment of rates or any other reason and assumes no liability for any damage as a result or interruption of service from any cause whatsoever.

I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within three (3) years from the date of issuance. If I do not pay the required fees and request an actual hook-up or connection to the above-identified individual parcel of property within this time period, a water availability certificate may be revoked.

I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

Frank P. Mills 3-5-03
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By	Bldg. Official

RECEIVED
CITY OF GIG HARBOR
DEC 26 2002
COMMUNITY
DEVELOPMENT

December 26, 2002

Mr. Rob White – Associate Planner
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Re: Request for Utilities Extension
Morris Office Building


Dear Rob:

I am in the planning phase for a new office building to be constructed next door to my existing building known as Keller Williams Real Estate, located north of the City limits at 11515 Burnham Drive Northwest.

I am formally requesting an extension of the City's sanitary sewer service to my proposed building. I have submitted the required calculations for this service to be extended and have received approvals from your department regarding site plan and building design.

Please review and forward this request to the City Council for their approval at the earliest possible time.

Sincerely,


David Morris

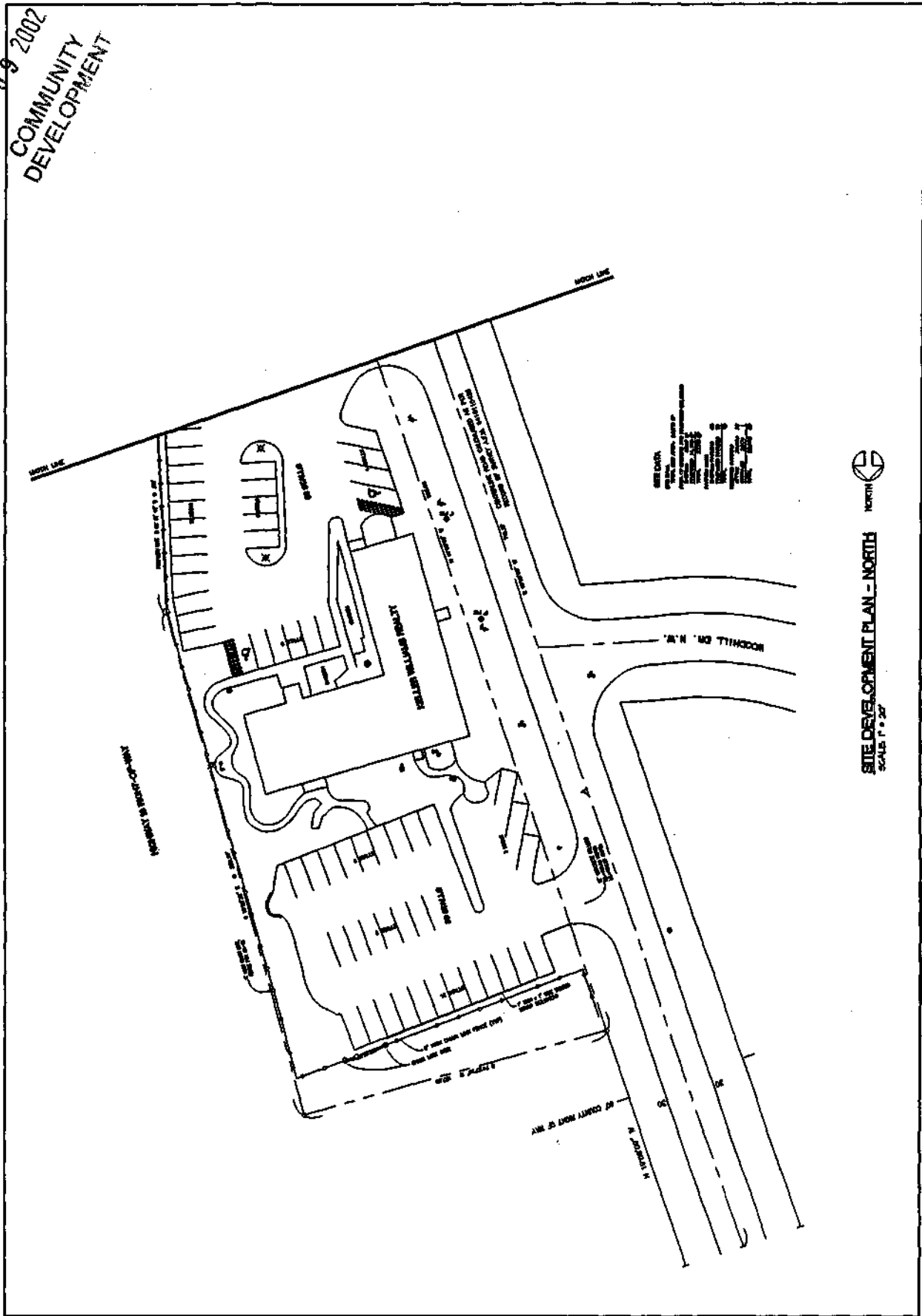
RECEIVED
CITY OF GIG HARBOR
DEC 09 2002

COMMUNITY
DEVELOPMENT

DATE: 11/27/01
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
SCALE: 1" = 20'

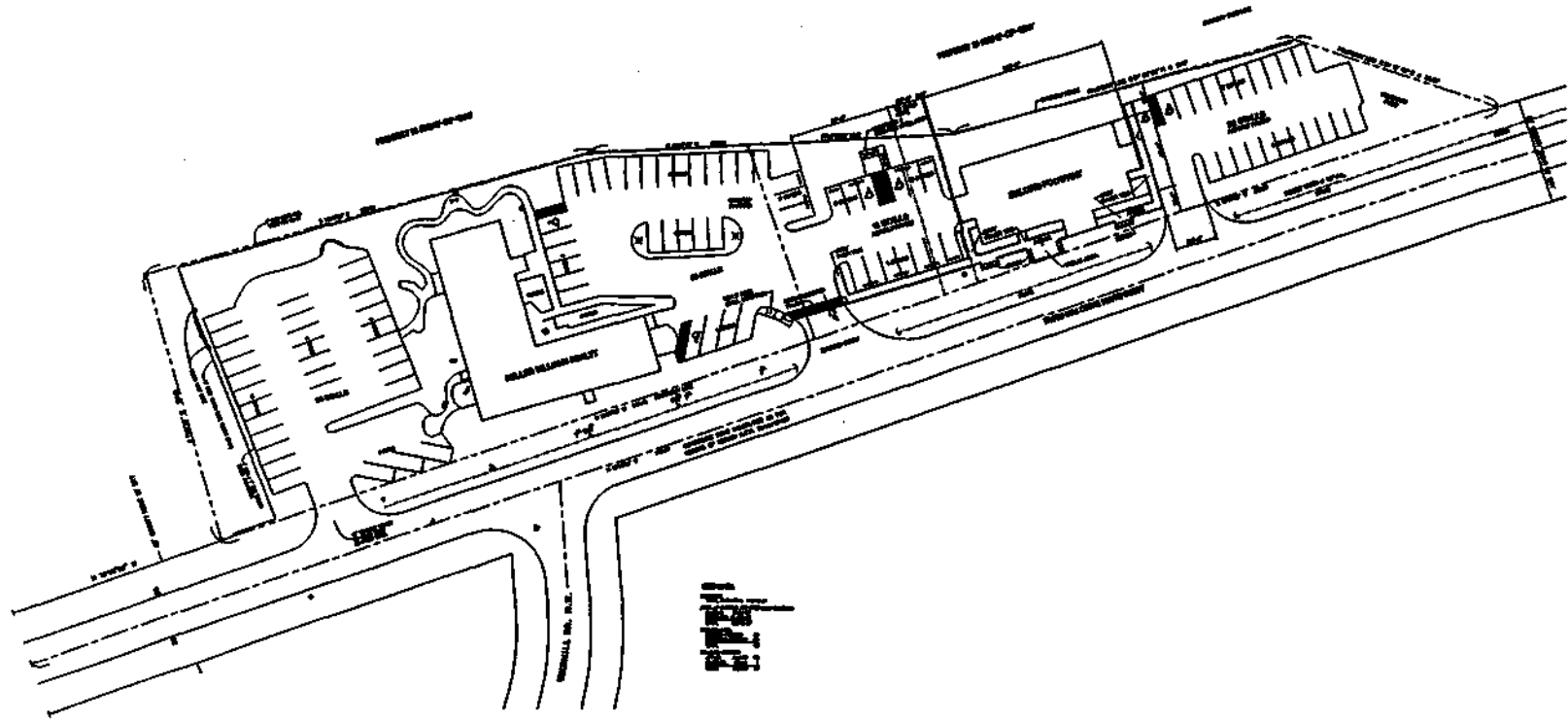
SFA
SOUTH FISH AREA
11/27/01

11



SITE DEVELOPMENT PLAN - NORTH
SCALE: 1" = 20'

RECEIVED
 CITY OF GIG HARBOR
 DEC 09 2002
 COMMUNITY
 DEVELOPMENT



SITE DEVELOPMENT PLAN - NORTH
 SCALE 1" = 50'



DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____

PROJECT: _____
 SHEET: _____



DAVE MORRIS
 OFFICE BLDG.
 1100 1ST AVENUE
 GIG HARBOR, WA 98203

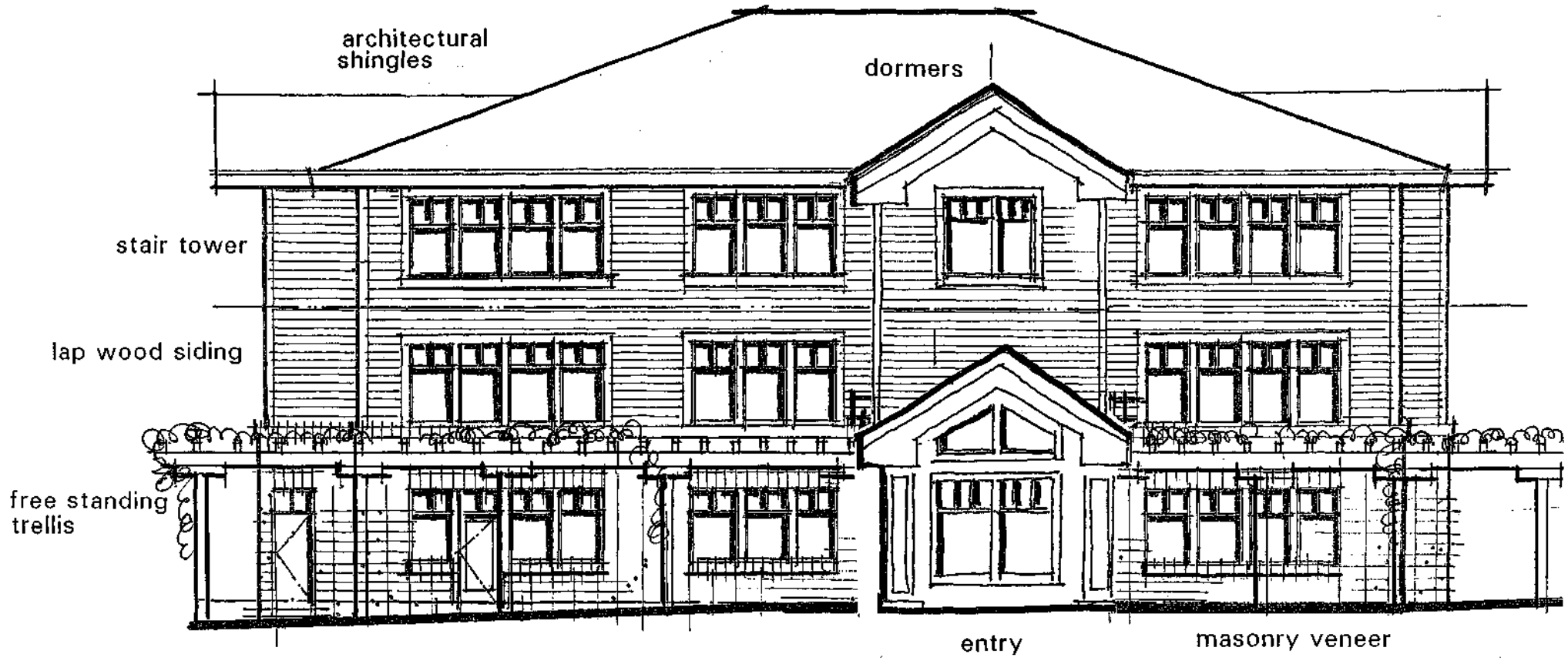


SFA
 ARCHITECTS

DATE: 12/16/2002
 SHEET

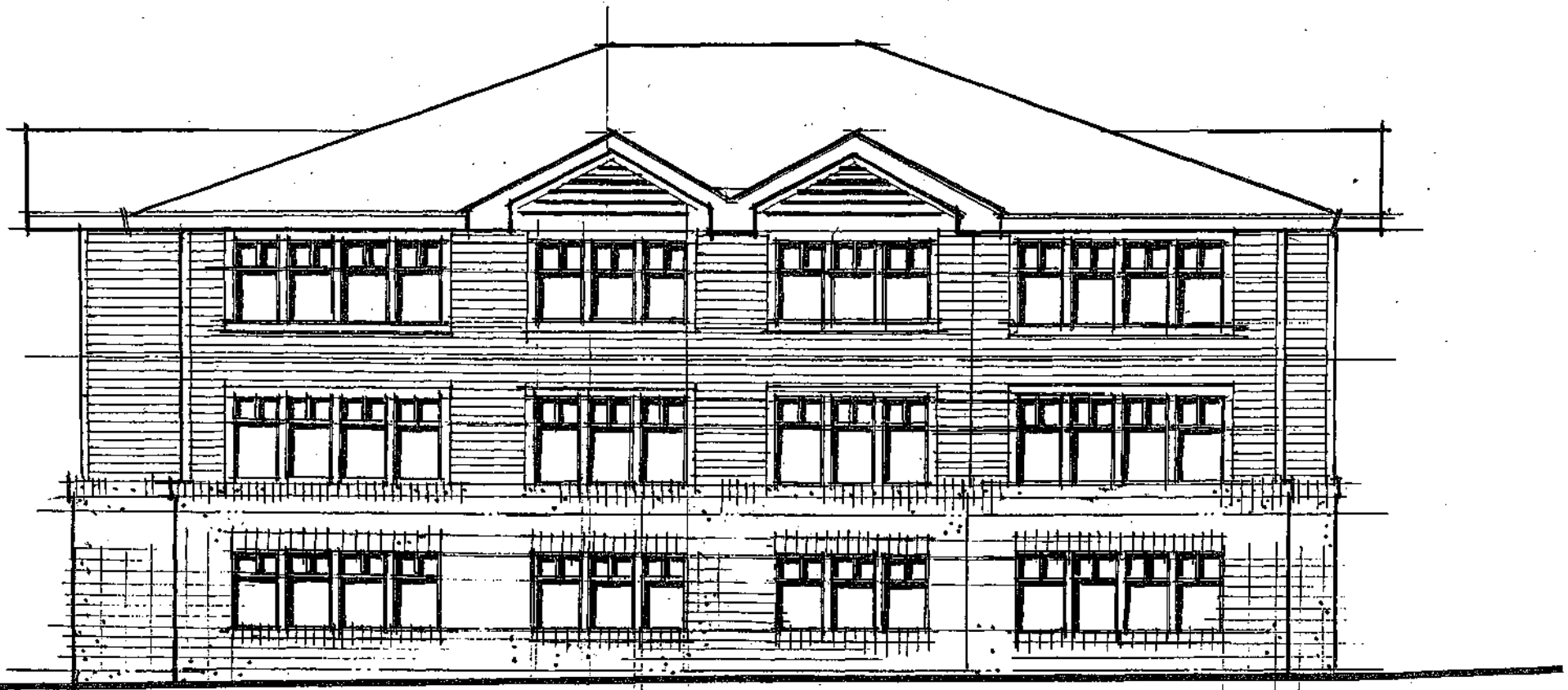
C3

RECEIVED
CITY OF GIG HARBOR
DEC 09 2002
COMMUNITY
DEVELOPMENT



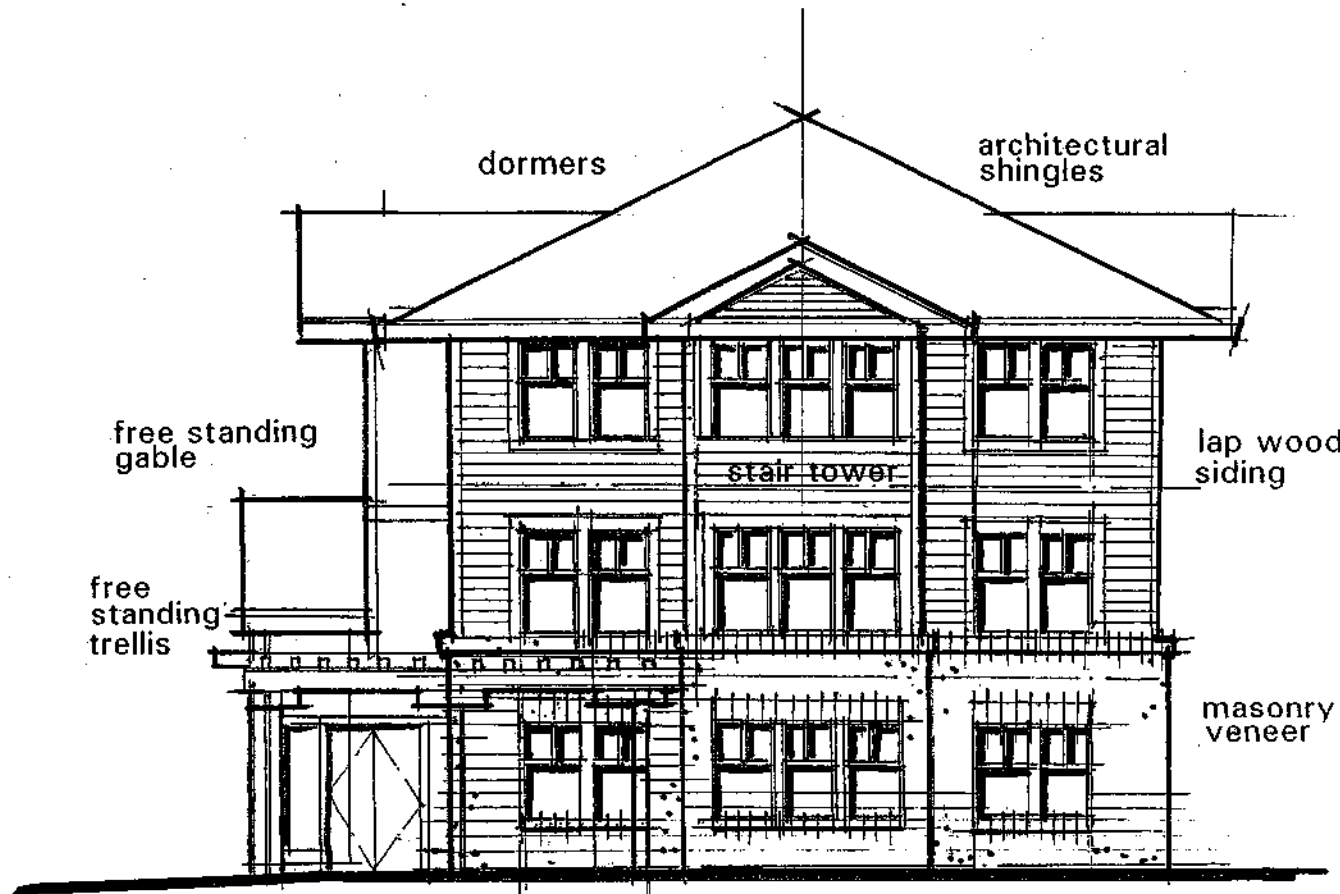
WEST ELEVATION
SCALE 1/8"=1'-0"

RECEIVED
CITY OF GIG HARBOR
DEC 09 2002
COMMUNITY
DEVELOPMENT



EAST ELEVATION
SCALE 1/8"=1'-0"

RECEIVED
CITY OF GIG HARBOR
DEC 09 2002
COMMUNITY
DEVELOPMENT



SOUTH ELEVATION
SCALE 1/8"=1'-0"

NEW BUILDING COLORS

The proposed new office building will be painted in the same body and trim colors as the existing Keller Williams Reality Building.

COLOR SCHEDULE

Roof Material – Brown architectural grade shingles

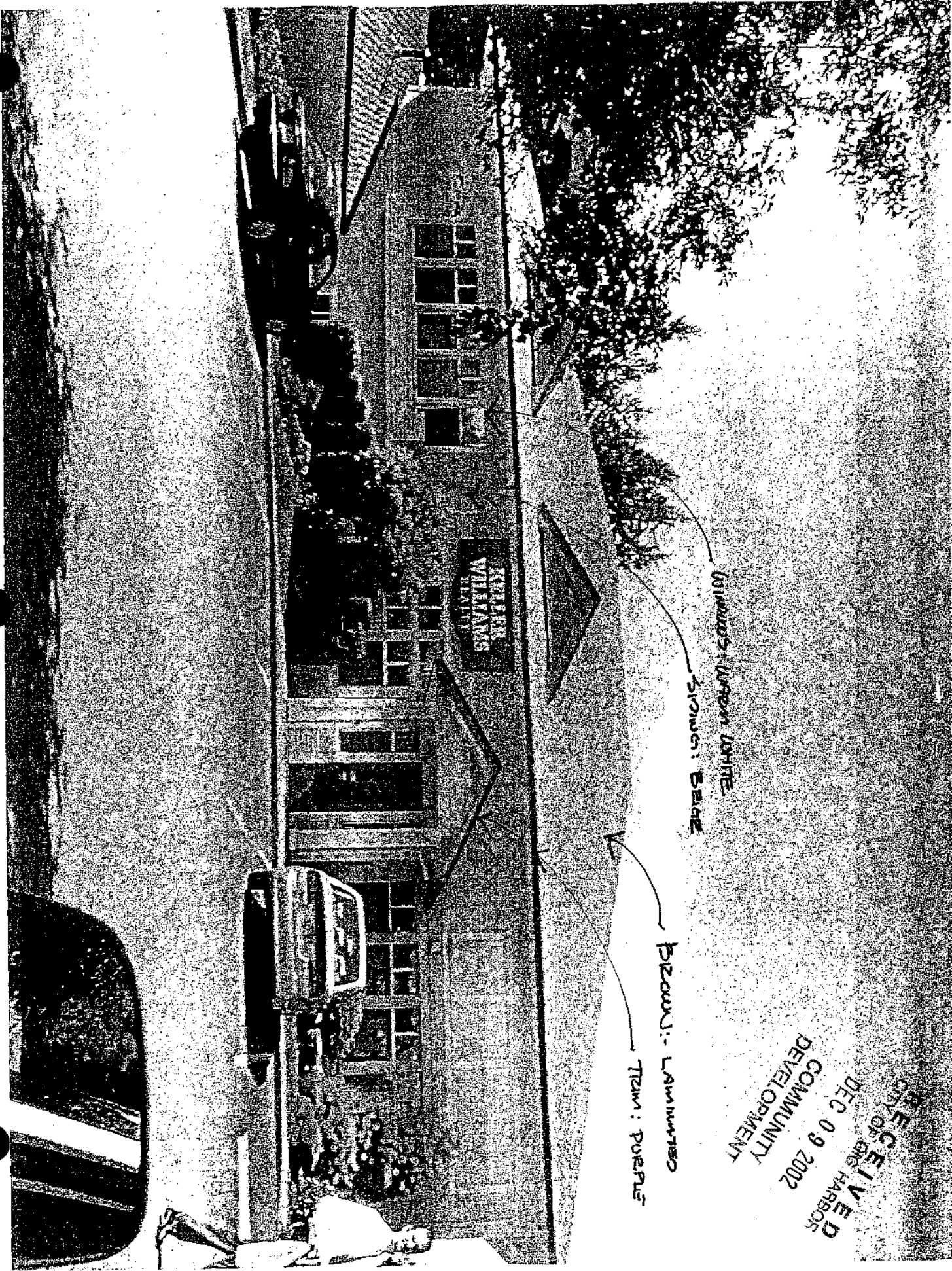
Siding – Beige

Trim at Windows – Warm white

Gable End – Trim Purple

Gutters - Black

RECEIVED
CITY OF GIG HARBOR
DEC 09 2002
COMMUNITY
DEVELOPMENT



Windows: WOODEN LATHING

SIGNAGE: BRICK

Porches: LAMINATED

TRIM: PURPLIS

RECEIVED
CITY OF KING HARBOR
DEC 09 2002
COMMUNITY
DEVELOPMENT



'THE MARITIME CITY'

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHO*
SUBJECT: PSE WATER AND SEWER EXTENSION
DATE: MARCH 18, 2003

INFORMATION/BACKGROUND

Puget Sound Energy, Inc. is requesting a ¾ inch water connection and one residential unit of sewer capacity for its property at Bujacich Drive NW. This parcel is within the city's water and sewer service areas and within the urban growth boundary, but outside of the current city limits. The city already provides water and sewer to parcels in this immediate area outside the city limits. The proposed development is a natural gas booster station that will augment natural gas pressure during the colder months. This booster project is an alternative to the pipeline project that proposed to cross the narrows. The area, accessed across the street from the Purdy Women's Correction Center, is already cleared. The project utilizes significant natural screening from Bujacich Drive NW.

POLICY CONSIDERATIONS

The attached contract binds the property to ED development standards and conforms to GHMC 13.34. The property is bound by this contract to future half-width road LID improvements.

FISCAL CONSIDERATIONS

The water system hook-up fee and meter charge for this location is \$6096. The sewer connection fee (and related charges) is \$3577.50. A water latecomers fee attributable to this property is \$28188.45, from which an attendant administrative fee to the city is \$4228.27. Total cost of utility connection is \$37,861.95.

RECOMMENDATION

Staff recommends approval of the water and sewer connections.

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this ___ day of _____, 2003, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Puget Sound Energy, Inc., hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility" and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on 96th Street NW (street or right-of-way) at the following location:

As identified in 'Exhibit A'

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer and Water Capacity Commitments. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system One ERU (1) gallons per day average flow. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the

Owner this capacity for a period of 36 months ending on March 23, 2003, provided this agreement is signed and payment for sewer and water capacity commitments is received within 45 days after City Council approval of extending sewer and water capacity to the Owner's property. Sewer and water capacity shall not be committed beyond a three year period.

The city also agrees to provide to the Owner water service and reserves to the owner the right to connect service with 3/4" meter. These sewer and water capacity rights are allocated only to the Owner's system as herein described; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. Any addition to this system must first be approved by the City.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 508.00 for sewer and the sum of \$914.00 for water, to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for water service capacity and less the five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer and water capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, and by paying the water service payment described in Sections 4 and 5, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities) and by paying the monthly water base charge for the service described in Section 4.

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use

permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. **Turn Over of Capital Facilities.** If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. **Connection Charges and Water Latecomers Fees.** The Owner agrees to pay the connection charges for water and for sewer, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied. In addition, subsequent to connection payment as per the terms of this contract on a pro-rated percentage basis, the Owner agrees to pay \$32,416.72 in water latecomers fees of which \$4228.27 in water latecomer administrative fees will be distributed to the City of Gig Harbor and of which \$28,188.45 will be distributed to the Department of Corrections.

10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City Comprehensive Plan designation at the time of development or redevelopment:
ED.
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Guidelines, Building Regulations, and City Public Works Standards for similarly zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to city standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements (specify):

Half-width Improvements on Bujacich Drive NW

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. **Specific Enforcement.** In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. **Covenant.** This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. **Attorney's Fees.** In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

19. **Severability.** If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2003.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

ATTEST/AUTHENTICATED

City Clerk, Molly Towslee

APPROVED AS TO FORM:

City Attorney, Carol A. Morris

Exhibit "A"

The land referred to is situated in the State of Washington, County of PIERCE, and is described as follows:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 1 IN SECTION 1 TOWNSHIP 21 NORTH RANGE 1 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE WEST ALONG THE NORTH LINE THEREOF 682.5 FEET; THENCE SOUTH 1022 FEET; THENCE EAST TO THE EAST LINE OF OF SAID GOVERNMENT LOT 1; THENCE NORTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING

EXCEPT THE EAST 30 FEET FOR RIGHT OF WAY CONVEYED TO PIERCE COUNTY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 2377119

EXCEPT THAT PORTION LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF A TRACT CONVEYED TO PIERCE COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9502170217

RECEIVED
CITY OF GIG HARBOR
DEC 23 2002
COMMUNITY
DEVELOPMENT



3510 GRANDVIEW STREET
 GIG HARBOR, WASHINGTON 98335
 (253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

"THE MARITIME CITY"

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. 0121011026, Date _____

Applicant G.H. LNG Facility, Phone # 476-6295

Mailing Address Puget Sound Energy Inc, Attn Andy Markos
3130 S 38th ST
Tacoma, WA 98409

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 96th & Bayacich
 Subdivision _____, Lot No. _____
 Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____
 Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

	Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
✓	3/4"	1.0	\$3,740.00	\$5,610.00	\$486.00	\$ 6096 ⁰⁰ -
	1"	1.67	\$6,250.00	\$9,375.00	\$567.00	\$
	1-1/2"	3.33	\$12,450.00	\$18,675.00	(2) \$1,130.00	\$
	2"	5.33	\$19,930.00	\$29,895.00	(2) \$1,800.00	\$
	Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

IMPACT FEES & OTHER CHARGES:

Street Boring (2)	\$ 16.20 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
Park Impact Fees	Residential @	\$ 1,500.00	\$
Transportation Impact Fees	Residential @	\$ 517.30	\$
	Commercial/Multi - @	\$	\$
Water Latecomer Fees	Latecomer Fee Calculation	\$ 28,188.45	\$
	Administration Fee	\$ 428.27	\$ 28,188.45

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.
 (2) Time & Material Plus 10% (3) Negotiable

TOTAL WATER, IMPACT AND OTHER CHARGES: \$ 34,284.45

BASIC SEWER SYSTEM CONNECTION FEE:

Zone A	Zone B	Zone C	Other	# ERU's *	Total Fee
\$3,250.00	\$ 3,070.00	\$ 3,050.00	\$3,390.00	1	\$ 3390.00

• Equivalent Residential Unit Calculation for non-residential service:

• Coml (1 ERU's per per bus estimate) X (1) = 1
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	FEE
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
✓	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$ 37.50
	As-Built Plans Fee – Residential Only (Refundable)	\$ 150.00
	Sewer Latecomers Fee/Administration Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

Application is hereby made by the undersigned property owner for the above stated utilities in the following amount: _____; at the above stated location, for the following purposes: _____ for which I agree to pay in advance the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate issues and be payable immediately:

- Engineering Fees:
- Water Main Extension:
- Street Repair:
- Water Service Connection Charge:
- Park Impact Fees:
- Transportation Impact Fees:
- Water/Sewer Latecomer Fees:
- Sewer System Fees:

TOTAL 37,861.95

I further agree that all rates and charges for water service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City, or any ordinances and regulations passed hereafter.
 I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to shut off the water at any time without notice for repairs, expansions, nonpayment of rates or any other reason and assumes no liability for any damage as a result or interruption of service from any cause whatsoever.
 I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within three (3) years from the date of issuance. If I do not pay the required fees and request an actual hook-up or connection to the above-identified individual parcel of property within this time period, a water availability certificate may be revoked.
 I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

Ally Sheehan 3/18/03
 Applicant's Signature Date

TO BE COMPLETED BY STAFF ONLY:

Receipt No.	Fees Paid	Date	Received By	Bldg. Official

CITY OF GIS HARBOR

Wednesday, March 19, 2003
Receipt No. 0010764

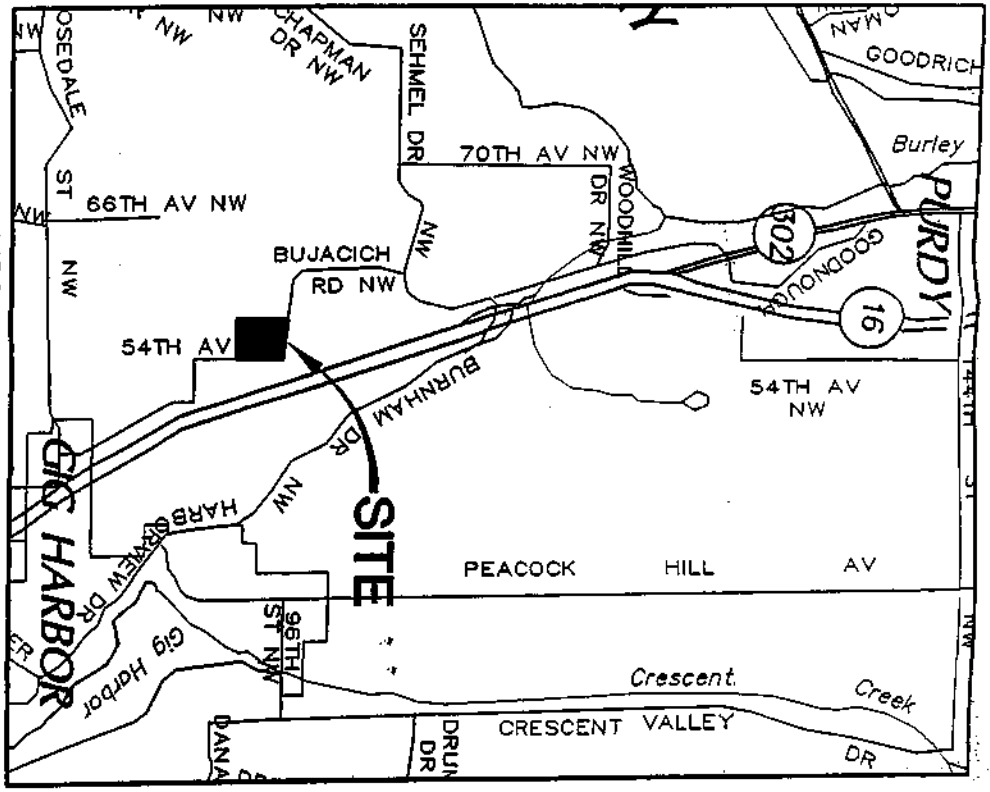
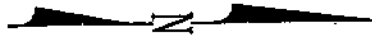
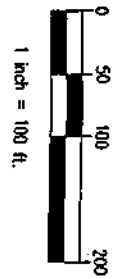
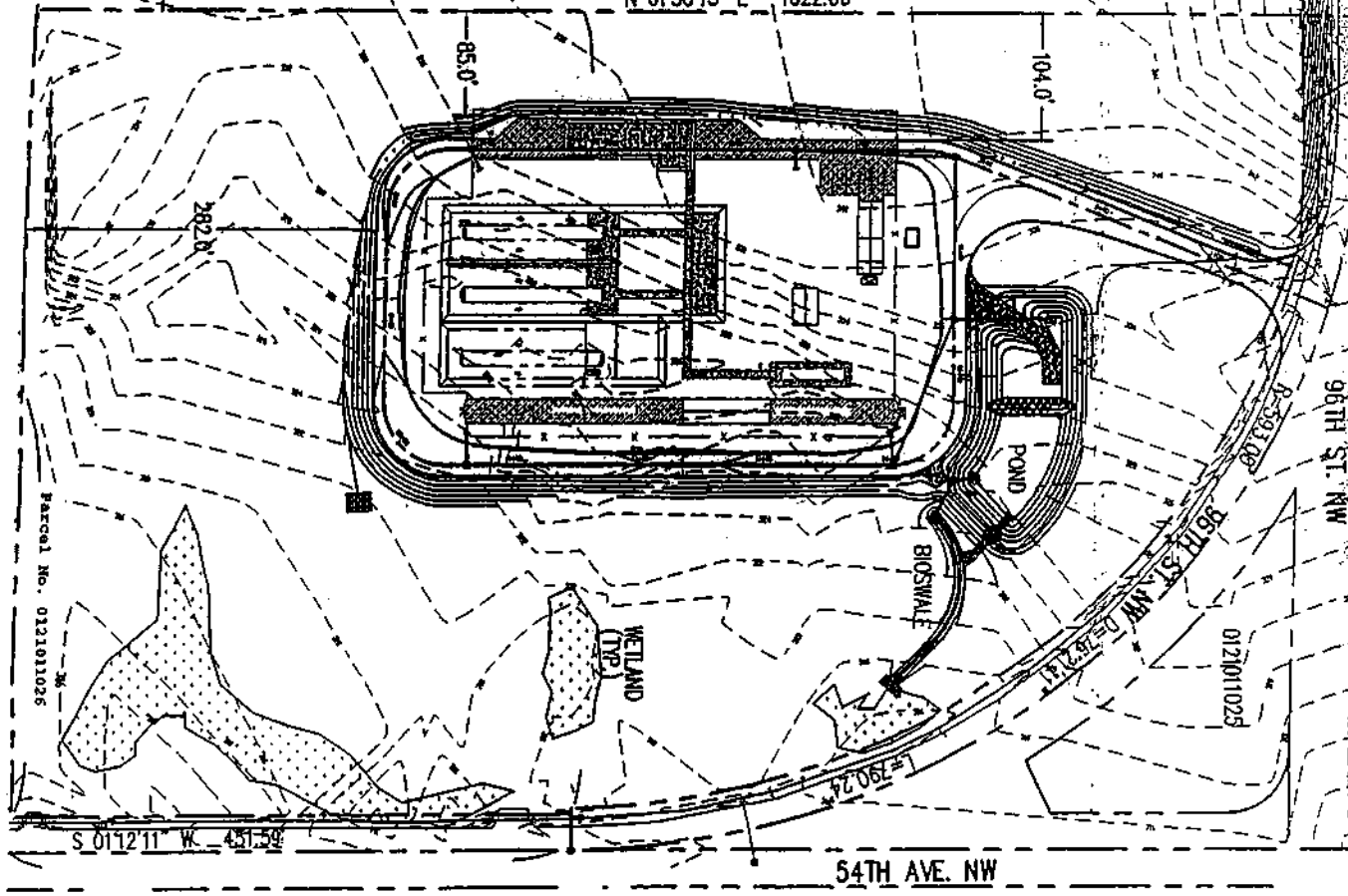
4:27 PM

ADMFSu
Admin fees - 402 Sewer/Andy Markos/Puget Sound Energy L & G/Sewer Extension Application Fee 100.00

Total 100.00

Payment: Check 0.00
Cash: 100.00
Change: 0.00

Customer: Andy Markos
Cashier: JF
Station: DR1



VICINITY MAP

SCALE: 1" = 1/4 MILE

RECEIVED

DEC 2 3 2002

Y. G. GIG HARBOR
S. J. GIG HARBOR
S. J. GIG HARBOR

Gig Harbor LNG Project
Site Plan





PUGET
SOUND
ENERGY

RECEIVED
CITY OF GIG HARBOR
DEC 23 2002
COMMUNITY
DEVELOPMENT

December 18, 2002

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

Attn: Mr. Mark Hoppen, City Administrator

Re: PSE's Gig Harbor LNG Facility Request for Utility Extension Agreement

Dear Mr. Hoppen

As you may recall, I met with you, John Vodapitch and Steve Misiurak on July 17, 2002 regarding Puget Sound Energy, Inc.'s natural gas project and PSE's desire to obtain water service from the City of Gig Harbor for this project. In order to refresh your memory, allow me to briefly describe the project.

During high demand periods in the winter months, PSE has experienced low-pressure concerns in our natural gas distribution system throughout the Gig Harbor Peninsula area. In response to these concerns, PSE has conducted various temporary measures such as pressure monitoring, injection of natural gas, and vaporization and injection of liquefied natural gas (LNG) using portable equipment at various locations on the peninsula. As demand has grown, so has our need to find a more permanent solution to this issue. Approximately two years ago, PSE identified a permanent LNG facility as a potential alternative solution. Through feasibility study level evaluation including potential siting and preliminary design analyses, this facility became the preferred alternative.

PSE acquired a 13.87-acre parcel located at 9410 54th Ave. NW (Tax Parcel 0121011026) immediately south of the Women's Correctional Facility. PSE began project SEPA analysis and Site Development permitting with Pierce County in July 2002. On September 26, 2002 Pierce County issued a SEPA DNS for this project (see attached SEPA Checklist and DNS for reference). PSE is proposing to clear and grade approximately 4.1 acres on the western portion of the site for the construction and operational requirements of this facility. There are three forested wetlands present on the east-side of the property. PSE intends to leave a significant portion of the property including the wetlands in their natural, undisturbed state. The primary purpose of this approach is to provide significant vegetative screen both from the road and adjoining parcels to the south and west and to maintain as much valuable native habitat as possible.

The site will contain on-site fire protection including temperature and vapor monitors and fire hydrants as required by Federal Codes NFPA 59A and 49 CFR 193. PSE has worked cooperatively with the Pierce County Fire Marshals office and the Pierce County Fire Protection District Number 5 to identify and define potential emergency response concerns. The Pierce County Fire Marshall has determined that this facility will require on site fire flow at the rate of 3,000 gallons per minute, (see attached letter). The site will contain a control building that has been designed to have a small lavatory facility requiring potable water. PSE has determined that the relative infrequent use of this facility will allow for holding tank storage and pumping disposal of sewage. PSE is in the process of permitting the holding tank through Tacoma Pierce County Health Department. PSE has designed an 8" water line entering the property from the existing City of Gig Harbor water line on 96th Street NW. This 8" line is for fire flow purposes with a 1" domestic water line connecting near the control building.

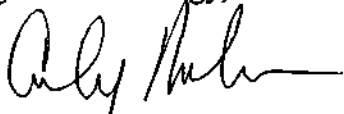
PSE is formally requesting utility extension of water service for this facility. PSE has designed a 1" single meter service for the domestic water line and three fire hydrant assemblies. For the purposes of utility extension application, PSE is requesting water usage comparable to a single-family residence, the smallest equivalent amount considered. Please understand that anticipated water usage at this facility will be substantially less than a single-family residence on an annual basis. The facility will contain an on-site sewage holding tank system permitted through Tacoma Pierce County Health Department. Therefore, we will not be requiring sewer hookups.

Per the City of Gig Harbor, Client Assistance Memo, Utility Extensions, Utility Paperwork Checklist, our submittal package includes:

- This Formal Letter of Request for Extension.
- A parcel and vicinity map showing the site location.
- A Draft Utility Extension Contract.
- A check in the amount of \$955.00 for Filing Fees and Site Plan Review Fees.
- The Utility Service Application.
- The Site Plan Review Submittal Packages for Engineering and Planning Departmental reviews and approvals.

PSE is interested in completing this Utility Extension Agreement as soon as possible. We are available to discuss this request in more detail at any time. I can be contact by telephone at (253) 476-6295 or be e-mail at andy.markos@pse.com if you have any questions. I look forward to hearing from you or your staff soon.

Sincerely,
Puget Sound Energy, Inc.



Andy Markos, AICP
Municipal Liaison Manager

RECEIVED

DEC 23 2002

PORT OF HARBOR
ENGINEERING DEPT

View from PSE parcel looking north
at Women's Correctional Facility
note large metal building



Construction Yard East of PSE Property
view from the North



Construction Yard immediately East of
PSE property, view from PSE property



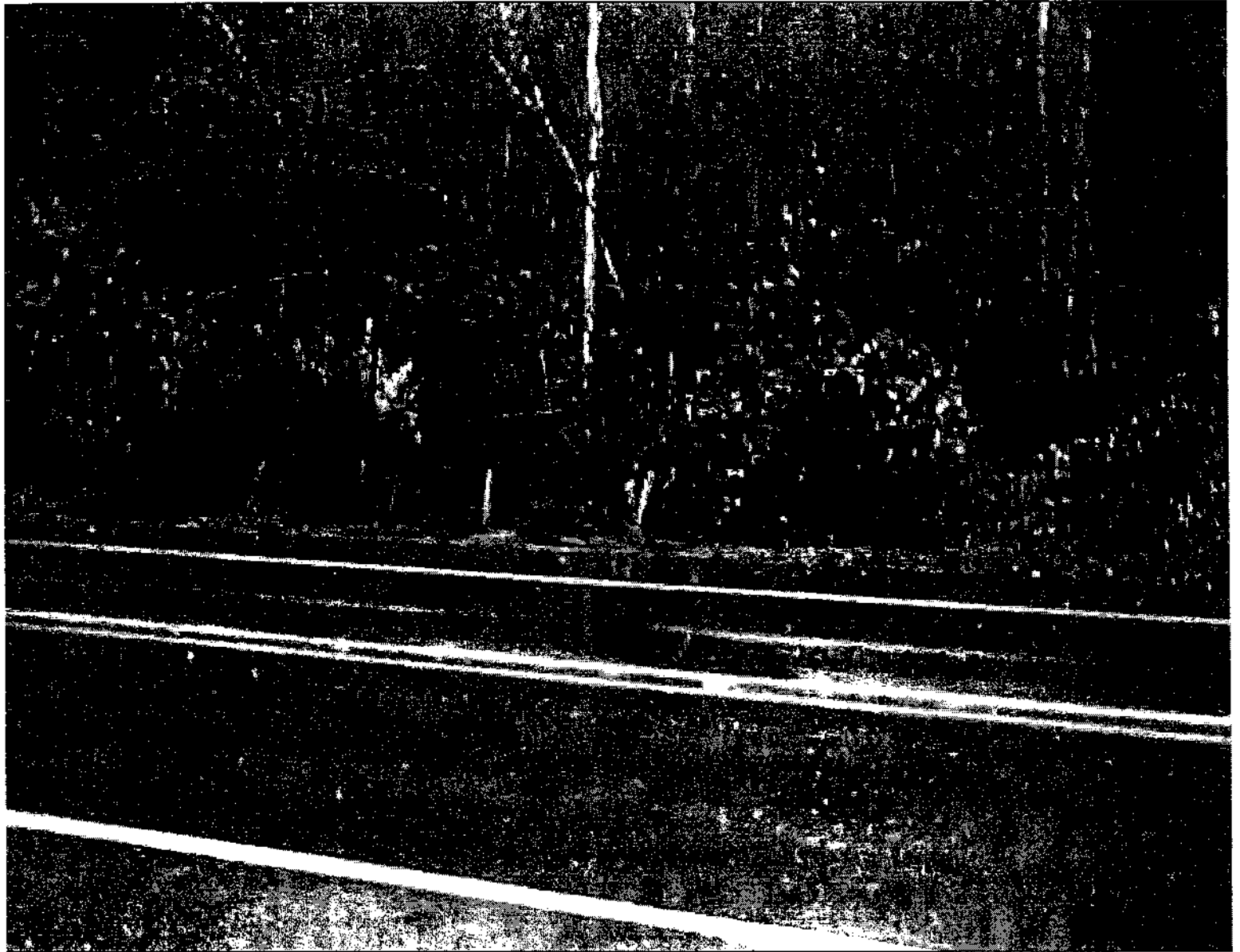
Septic Service Facility
Southeast of PSE property
view from west side of 54th St NW



Wetland on PSE Property/County ROW
Note wetland boundary sign
and standing water in ROW.



Wetland on PSE Property/County ROW





'THE MARITIME CITY'

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CAROL MORRIS, CITY ATTORNEY *cm*
SUBJECT: FIRST READING OF ORDINANCE - MOORAGE FEES
DATE: MARCH 18, 2003

INFORMATION/BACKGROUND

The City has immunity from liability for unintentional injuries to the public using the City's property for purposes of outdoor recreation, as long as the City does not charge a fee of any kind. RCW 4.24.210. The Washington courts have determined that the imposition of a moorage fee by a city for use of a public dock eliminated the immunity afforded under RCW 4.24.210. *Plano v. Renton*, 103 Wn. App. 910, 14 P.3d 871 (2000).

If the City were sued in a damage action for any unintentional injuries occurring on the dock, such lawsuit would be forwarded to AWC RMSA, the City's insurance pool. Therefore, I contacted AWC RMSA at the time the *Plano* case came out to ask whether they recommended elimination of the City's moorage fees. At that time, AWC did not believe that the City needed to eliminate its moorage fees.

It is my understanding, after talking to the Finance Director, that the moorage fees collected by the City are nominal at best. It is my recommendation that the City eliminate these fees in order to be entitled to the immunity afforded by RCW 4.24.210. Although AWC RMSA would likely defend a lawsuit brought by a person injured on the public dock, the lawsuit could be significantly more expensive and prolonged if the immunity was unavailable. Even if AWC RMSA handled the attorneys' fees and costs relating to the lawsuit, staff time could be involved in the defense, and the City's future payments to the insurance pool could increase.

RECOMMENDATION

The City Council should adopt an ordinance repealing GHMC Section 3.28.010, which imposes the moorage fee, and repealing GHMC Section 3.28.020, which describes the penalties for non-payment of the moorage fee.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ELIMINATING THE MOORAGE FEES FOR THE CITY DOCK, REPEALING GIG HARBOR MUNICIPAL CODE SECTIONS 3.28.010 AND 3.28.020.

WHEREAS, the City of Gig Harbor owns and operates a public dock facility, and charges moorage fees for such use; and

WHEREAS, the moorage fee for use of the public dock is extremely low (\$0.25 per foot per night); and

WHEREAS, the City has immunity from liability for unintentional injuries to the public using the City's public dock for purposes of outdoor recreation, as long as the City does not charge a fee of any kind (RCW 4.24.210); and

WHEREAS, the Washington courts have recently determined that this immunity from liability does not apply to a public dock if the municipality charges a moorage fee to the public; and

WHEREAS, the City Council believes that the immunity provided by RCW 4.24.210 outweighs the small amount of money collected by the City through moorage fees imposed in GHMC Section 3.28.010; and

WHEREAS, the City Council acknowledges that if the moorage fees are eliminated in GHMC Section 3.28.010, there is no need for GHMC Section 3.28.020, which describes the penalty for failure to pay the moorage fee at the public dock; Now, Therefore,

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

Section 1. Section 3.28.010 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. Section 3.28.020 of the Gig Harbor Municipal Code is hereby repealed.

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 _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR
CONSULTANT SERVICES CONTRACT
SEWAGE PUMP STATION 3A - ON-CALL ELECTRICAL CONTROL AND
INSTRUMENTATION SERVICES
DATE: MARCH 24, 2003

INTRODUCTION/BACKGROUND

Clearwater Controls was the Pump Station instrumentation and control subcontractor for the recently constructed pump station. Function and operation of this pump station is controlled through a complex network of highly sophisticated computers and telemetry. Recently, Clearwater has gone out of business and consequently, station instrumentation and control support is currently unavailable in case of a station malfunction. This contract will provide 24-hour on-call technical support services for this station, should an instrumentation or other related control malfunction occur. ECS Engineering, Inc. was the selected firm to provide this critical support service based on their electrical control and instrumentation expertise, their in-depth familiarity with the day to day station control and operation, and a record of recommendations from other consulting engineering firms.

FISCAL CONSIDERATIONS

This work was not anticipated in the approved 2003 Sewer Operating Budget. However, sufficient funds are available within the sewer operating budget to provide for this critical pump station service, should it be required.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with ECS Engineering, Inc. for on-call electrical control support and instrumentation services for the Sewage Pump Station 3A in an amount not to exceed six thousand six hundred forty-seven dollars and no cents (\$6,647.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ECS ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and ECS Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business 18311 Bothell Everett Hwy. #260, Bothell, Washington 98012, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the On-Call Electrical Control and Instrumentation Services for Sewage Pump Station 3A, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 3, 2003, 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 Six Thousand six hundred forty-seven dollars and zero cents (\$6,647.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Fee Estimate Worksheet**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed December 31, 2003; 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 and the City shall determine the term or provision's true intent or meaning. The City Engineer shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT
Brian Brewer, Principal
ECS Engineering, Inc.
18311 Bothell Everett Hwy. #260
Bothell, Washington 98012
(425) 402-6029

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

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 18th day of MARCH, 2003.

By: [Signature]
CONSULTANT
~~Its Principal~~ PRESIDENT

By: _____
CITY OF GIG HARBOR
Mayor

Notices to be sent to:
CONSULTANT
~~Brian Brewer, Principal~~ DAVID BLOXAM,
ECS Engineering, Inc. PRESIDENT
18311 Bothell Everett Hwy. #260
Bothell, Washington 98012
(425) 402-6029

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)

COUNTY OF PIERCE) ss.

)

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 Work

March 3, 2003

City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

Attention: Mr. Stephen T. Misiurak, P.E.
Subject: Proposal for Professional Services -
On Call Service / Emergency Response

Dear Stephen,

Per our conversation Monday, March 03, 2003, we are pleased to offer our services for the subject project.

We understand the goal of our subject service is to provide the City with assistance at Pump Station 3, where a new TI PLC now operates the Pump Station. The Pump Station communicates with an older TI PLC at the Water Treatment Facility. We are to be available to help trouble-shoot control system and electrical problems as they occur, and should be prepared to accommodate the City's needs in four (4) hours notice during ECS' normal working hours. ECS' normal working hours are between 8:00am to 5:00pm, Monday through Friday. Outside normal working hours and ECS holidays, we will make a good faith attempt to provide service.

There are nine (9) ECS holidays per year, as follows:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
1 day before or after Christmas
Christmas Day

Personnel that can be called, in order, outside ECS' normal working hours are as follows:

Brian Carter: 253-931-6776
Martin Medak: 425-316-8920
Brian Brewer: 425-482-9822
Bryan Kawamura: 425-379-5956

Our ability to successfully provide the subject service assumes the following premises:

- The City will have a working laptop, which has the appropriate hardware, application software, hardware keys and current documented program files to allow ECS to

Exhibit A
Scope of Work

properly communicate and troubleshoot the TI PLC as necessary. This would also include the software (Pro Tool Pro) and hardware necessary to communicate with the OP-27, which is the operator interface at the station. (This is especially true when service is to be provided outside ECS' normal working hours).

- The City will provide access to the Pump Station #3 at the appropriate time.
- In addition to the hourly rate, expenses incurred during service call will be billed as separate line items, i.e. travel, meals, lodging.
- ECS will be made aware of any changes, by others, made to the subject PLC programs and/or hardware.

If the City does not currently have a working laptop with appropriate hardware and software, ECS can purchase and provide these tools to the City upon receipt of a written contract. Note: We realize this equipment most likely should have been provided with the Pump Station 3 project, and the City should have these items, regardless. As of this writing, there will likely be the need to purchase a Soft-shop hardware key for the TI PLC, along with the afore-mentioned items as deemed necessary.

We propose to accomplish this work on an hourly plus expenses basis at rates shown on the attached Fee Estimate worksheets. See "Controls Engineer" rate. This rate will be adjusted on an annual basis to reflect changes in overhead and inflation.

We very much appreciate the opportunity to provide these services for this project. If you have any questions or need any additional information, please don't hesitate to contact my office.

Sincerely,

ECS ENGINEERING, INC.

Brian Brewer
Principal

ECS Engineering, Inc.
Fee Estimate Worksheet

Exhibit B
Fee Estimate Worksheet

City of Gig Harbor
PS #3 Service Agreement

3/17/03
P03146

Phase	Description	PR. ENG.	MG ENGR	PROJ. ENG	CS ENGR	ENG.	DRAFT	W/P	Total
		Rate \$125	\$104	\$94	\$85	\$76	\$63	\$52	Costs
	Callout = total of 6 callouts (8 hrs ea.)				48				\$4,080
	Purchase and setup laptop w/ software & programs software not included				20				\$1,700
	36 cents per mile								
	15% is added below for misc. expenses (I.e. hotel,etc)								
	Above services to be provided at the request on an as needed basis.								
	Hour Totals				68				68

SUBTOTAL	\$5,780
MISC. EXPENSES	\$867
TOTAL	\$6,647



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JENNIFER SITTS, ASSOCIATE PLANNER
SUBJECT: CLOSED RECORD HEARING - FINAL PLAT FOR 'THE ESTATES AT GIG HARBOR'
DATE: MARCH 18, 2003

INFORMATION/BACKGROUND

This is the final plat application for The Estates at Gig Harbor subdivision (SUB 02-03). The applicant is Donald Huber, Huber Homes; agent for the applicant is Carl Halsan, Halsan Frey Associates LLC. The preliminary plat (SUB 01-02) was conditionally approved, on October 30, 2001, for a 51-lot subdivision on approximately 36 acres.

The Estates at Gig Harbor is located west of Skansie Avenue at the intersection of 52nd Place and North Creek Lane. The entire perimeter of the proposed subdivision is buffered with at least 25' of vegetation. Access is via public roads. The names of the public roads were approved at the February 24, 2003 Council meeting. Two wetlands are present on the site. The large wetland along the west perimeter of the site has a 100' averaged buffer. The small wetland in the southeast corner of the subdivision has a 25' buffer. Both buffers will be dedicated to the public as conservation easements.

Staff has reviewed the criteria for approval of the final plat and has determined that the applicant has met the criteria for approval of the final plat as follows:

COUNCIL ACTION

After a final plat application is submitted, the City Council must hold a closed record hearing and make the following findings related to the application:

- (1) The subdivision meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC General Requirements for Subdivision Approval;
- (2) Conforms to all terms of the preliminary plat approval; and
- (3) Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval. GHMC Sec. 16.06.005.

In addition, each preliminary plat submitted for final approval shall be accompanied by the following recommendations:

- (4) Local health department of other agency furnishing sewage disposal and supplying water as to the adequacy of the proposed means of sewage disposal and water supply;
- (5) Planning Director's recommendation as to compliance with all of the terms of preliminary plat approval of the proposed plat or subdivision; and
- (6) Approval of the city engineer. GHMC 16.06.004.

To assist the City Council in making these findings, the following is the Staff's response to each of the required findings and recommendations:

STAFF ANALYSIS

- (1) General requirements for plat approval as set forth in Chapter 16.08 GHMC General Requirements for Subdivision Approval

STAFF ANALYSIS: The Estates of Gig Harbor has met the requirements of this chapter in the municipal code. The proposed subdivision conforms to all applicable zoning ordinances and the comprehensive plan. The applicant has complied with the requirements to dedicate public streets, conservation easements, and utility and access easements. Construction of required improvements has complied with the city's adopted public works construction standards. For those improvements that have not been completed, the applicant has bonded for the work pursuant to this chapter. In addition the final plat contains the required certificates from the owner, surveyor, and city and county officials.

- (2) Terms of the preliminary plat approval

STAFF ANALYSIS: The Hearing Examiner's decision, dated October 30, 2001, contained three (3) conditions. The proposed final plat of The Estates at Gig Harbor has conformed to the conditions of the preliminary plat approval.

HEX Condition 1: *The applicant will comply with all conditions of the Revised SEPA MDNS dated October 1, 2001.*

Staff Analysis HEX Condition 1: The Revised Mitigated Determination of Non-Significance, dated October 1, 2001, contained six (6) conditions. The proposed final plat has complied with these conditions.

MDNS Condition 1: School Mitigation: *The applicant is required to pay for the direct impacts of the development on schools. (RCW 82.02.020, and chapter 18.04 GHMC.) The applicant shall pay a SEPA school mitigation fee to the Peninsula School District at the time determined by the School District,*

in an amount calculated by the School District. Proof of such payment to the School District in the form of a letter or other receipt from the School District must be given to the City as part of the applications for the building permits for this project.

Staff Analysis MDNS Condition 1: Prior to the issuance of building permits for each lot, the City will require proof of payment of SEPA school mitigation fees to the Peninsula School District.

MDNS Condition 2: Park Impact Fees: *The applicant shall pay the park impact fee under chapter 19.12 GHMC, to be calculated by the City and paid by the applicant as set forth in GHMC 19.12.100 and GHMC 19.12.110.*

Staff Analysis MDNS Condition 2: Prior to the issuance of building permits for each lot, the City will require payment of park impact fees.

MDNS Condition 3: *The applicant shall pay the transportation impact fee under chapter 19.12 GHMC, to be calculated by the City and paid by the applicant as set forth in GHMC 19.12.100 and GHMC 19.12.110.*

Staff Analysis MDNS Condition 3: Prior to the issuance of building permits for each lot, the City will require payment of transportation impact fees.

MDNS Condition 4: *Other Traffic Impact mitigations as detailed in the June 18, 2001, and July 5, 2001 letters to the Director of Planning and Building, from the Director of Public Works.*

Staff Analysis MDNS Condition 4: Due to proposed developments, the City and Pierce County have planned improvements to the intersection of Hunt and Wollochet. In the above mentioned letters, the former Director of Public Works, David Skinner, requests that the applicant for The Estates at Gig Harbor pay a pro-rata share for improvements of the intersection at Hunt and Wollochet; a total of \$1,350.00. The applicant has paid \$1,350.00 towards the improvements to the intersection. In addition, Mr. Skinner requests that the improvements to the intersection be completed prior to final plat approval. The City and Pierce County have not begun construction of those improvements. I have discussed this issue with Gus Garcia, Associate Engineer. Since the City and County have not begun construction of the improvements, Mr. Garcia, has determined that payment of this share equates to completion of improvements.

MDNS Condition 5: *Required erosion control measures, including but not limited to silt fencing, temporary sedimentation ponds and use of hay bales, and any other protection required by the City of Gig Harbor Public Works Standards, shall be in place prior to any grading or filling on the site.*

Staff Analysis MDNS Condition 5: According to the Operations and Engineering Division, the applicant provided the required erosion control measures prior to any filling or grading on the site.

MDNS Condition 6: *A 100' vegetative buffer will be required adjacent to the larger of the two wetlands and must be clearly marked on the plat as a protected wetland buffer that shall be maintained in perpetuity, and shall be protected via a conservation easement on the adjacent lots. Further, a rail fence with signage (at least one sign per lot abutting the wetland) shall be placed along the outmost edges of the buffer identifying the wetland buffer and explaining that it shall not be encroached upon by non native landscaping, structures or hardscape, and that use of landscaping chemicals in the vicinity should be limited for the protection of the wetland and wildlife.*

Staff Analysis MDNS Condition 6: The applicant has complied with this condition. A 100' averaged buffer is in place around the larger of the two wetlands. The buffer has been marked on the plat as a conservation easement. This easement is dedicated to the public and will be maintained in a natural state, in perpetuity by the Estates at Gig Harbor Home Owners Association. A wood rail fence has been installed along the wetland buffer edge. Signage at each lot explains the prohibited uses within and in the vicinity of the wetland buffer.

HEX Condition 2: *The applicant shall comply with all other applicable provisions of the Gig Harbor Municipal Code, as determined by City staff.*

Staff Analysis HEX Condition 2: The proposed subdivision complies with all applicable provisions of the Gig Harbor Municipal Code.

HEX Condition 3: *To the extent that resolution of the access dispute referenced in Findings of Facts Nos. 10-12 is necessary to prepare the site for final plat approval in compliance with applicable provisions of the Gig Harbor Municipal Code, such resolution shall be considered a condition of preliminary approval.*

Staff Analysis HEX Condition 3: The proposed subdivision is in compliance with applicable provisions of the Gig Harbor Municipal Code. At the time of preliminary plat approval, the Hearing Examiner determined that the access to the site would be from Skansie Avenue, via Schoolhouse, Roby, Beardsley (via Rosedale) and the public portion of 76th Street NW (North Creek Lane).

The full length of 76th Street NW (North Creek Lane) has not been dedicated to the City. The proposed subdivision can comply with Gig Harbor Municipal Code requirement for public access without access to Skansie over the private portions of 76th Street NW. The four affected property owners in the access dispute have

been notified of the closed record hearing on the final plat application and, as of March 18, 2003, none have provided comment that a dispute still exists.

- (3) Requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

STAFF ANALYSIS: Staff concludes that the subdivision complies with the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

- (4) Local health department of other agency furnishing sewage disposal and supplying water as to the adequacy of the proposed means of sewage disposal and water supply.

STAFF ANALYSIS: The City of Gig Harbor is furnishing sewage disposal and supplying water to the site. The City Engineer, Steve Misiurak, approved the design of the utilities, on June 27, 2002. The installation of the utilities has been completed. Water and sewer is available to the site as outlined in the Water Capacity Reservation Certificate (CRC) on file with the Director of Operations, David Brereton.

- (5) Planning Director's recommendation as to compliance with all of the terms of preliminary plat approval of the proposed plat or subdivision.

STAFF ANALYSIS: The applicant has complied with all terms of the preliminary plat approval.

- (6) Approval of the city engineer.

STAFF ANALYSIS: The City Engineer, Steve Misiurak, recommends approval of the final plat of The Estates at Gig Harbor as all improvements required by the preliminary plat have been constructed or bonded for to his satisfaction.

RECOMMENDATION

The staff recommends that the City Council move adoption of the Resolution approving the final plat of The Estates at Gig Harbor.

Enclosures:

Hearing Examiners Decision dated October 30, 2001.

Revised Mitigated Determination of Non Significance dated October 1, 2001.

Letter from the Public Works Director to the Planning and Building Director dated June 18, 2001.

Letter from the Public Works Director to the Planning and Building Director dated July 5, 2001.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, APPROVING THE FINAL PLAT OF THE ESTATES AT GIG HARBOR, LOCATED AT THE INTERSECTION OF 52ND PLACE AND NORTH CREEK LANE IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST W.M.; File No. SUB 02-03

WHEREAS, on October 30, 2001, the Hearing Examiner conditionally granted preliminary plat approval to the Plat of The Estates at Gig Harbor; and

WHEREAS, the preliminary plat approval was not appealed; and

WHEREAS, after preliminary plat approval, the applicant began work to install required utilities and construct roads on the property; and

WHEREAS, an application for final plat approval was submitted to the City on December 3, 2002 and determined complete on January 28, 2003; and

WHEREAS, on February 18, 2003, the applicant, Donald Huber of Huber Homes, waived his right to have a final decision issued within 30 days of complete application; and

WHEREAS, street names for The Estates at Gig Harbor subdivision were approved by the City Council at its regular meeting of February 24, 2003; and

WHEREAS, the proposed final plat was circulated to the appropriate departments of the City and recommendations for approval were obtained; and

WHEREAS, the proposed plat certificate has been reviewed by the City Attorney and all certificates of completion as required by GHMC Section 16.06.001 have been received; and

WHEREAS, notice of the Council Meeting scheduled for final plat approval was provided to the following persons and otherwise as required by the City's code: Tom Jones;

the president of the North Creek Homeowners Association; and Pastor Mark Toone, Chapel Hill Church; and

WHEREAS, the City Council reviewed the application for the final plat at its regular meeting of _____; Now, Therefore,

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

Section 1. Findings

A. The City Council hereby finds that, pursuant to Gig Harbor Municipal Code 16.06.005, the proposed subdivision:

1. Meets all general requirements for plat approval as set forth in Chapter 16.08 GHMC, General Requirements for Subdivision Approval;
2. Conforms to all terms of the preliminary plat approvals; and
3. Meets the requirements of Chapter 58.17 RCW, other applicable state laws, Title 16 GHMC, and all applicable ordinances which were in effect at the time of preliminary plat approval.

Section 2. The City Council directs the Mayor and all other appropriate City officials to inscribe and execute the City's written approval on the face of the plat.

Section 3. The applicant shall record the final plat with the County Auditor after all inspections and approvals, and after all fees, charges and assessments due the City resulting from the subdivision development have been paid in full. Once recorded, two reproducible copies of the final plat shall be filed with the City of Gig Harbor Community Development Director, at the expense of the applicant.

RESOLVED this ____ day of _____, 2003.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

BY: _____
CAROL A. MORRIS

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BEFORE THE HEARING EXAMINER
FOR THE CITY OF GIG HARBOR

In Re: the Application of Pacific NW Home
Construction,

SUB 01-02

FINDINGS, CONCLUSIONS
AND DECISION

I. SUMMARY OF DECISION

The application for a preliminary plat of a 51-lot subdivision known as the Estates at Gig Harbor, located in the 5200 block of 76th Street NW, within Gig Harbor is GRANTED, subject to conditions. The related SEPA appeal, filed by appellant North Creek Homeowners Association ("NCHA"), was withdrawn by NCHA by letter dated October 17, 2001, and is accordingly DENIED.

II. SUMMARY OF PROCEDURE

A. Hearing. An open record hearing was held in the City of Gig Harbor on October 17, 2001 regarding an application for preliminary plat approval and an open record SEPA appeal filed by NCHA. At the hearing, NCHA submitted a letter withdrawing its SEPA appeal.

B. Exhibits.

The City of Gig Harbor submitted the following exhibits:

1. Staff Report dated October 9, 2001 and signed October 10, 2001, which included:
 - a. Orthophoto of the Estates at Gig Harbor;
 - b. Zoning map of the Estates at Gig Harbor;
 - c. October 1, 2001 Revised MDNS;

FINDINGS, CONCLUSIONS AND
DECISION - 1

FAAPPS\MUN\MRK\PL08635.mrk\tncr\103001741

KENYON DORNAY MARSHALL, PLLC
— The Municipal Law Firm —

11 FRONT STREET SOUTH
ISSAQUAH, WASHINGTON 98027-3820
(425) 392-7060 FAX (425) 392-7071

- 1 d. Traffic Concurrency Reservation by Christian Munter, P.E.;
- 2 e. Letter dated June 18, 2001 from Dave Skinner, P.E., Director
of Public Works to City regarding traffic impact analysis comments;
- 3 f. Letter dated July 5, 2001 from Dave Skinner, P.E., Director of
Public Works to City regarding traffic impact analysis revised comments;
- 4 g. Easement relating to access on site and public portion of 76th
5 Street;
- 6 h. February 2, 2001 Findings, Conclusion and Decision of the Gig
Harbor Fire Marshal denying request for alternate material and methods, with exhibits;
- 7 i. Comment letter from Jim Fraser, Washington Department of Fish
and Wildlife, dated September 12, 2001;
- 8 j. SEPA comment letter from Mr. Peter Dale for North Creek
Homeowner's Association dated August 30, 2001; and
- 9 k. Comment letter from Mr. Peter Dale for North Creek
Homeowner's Association dated July 12, 2001, with exhibits.

10 The Applicant submitted the following exhibits:

- 11 2. Estates at Gig Harbor preliminary plat map.

12 Additional exhibits were submitted as follows:

- 13 3. Letter from Paul and Ellen Brouillet to the City dated October 17, 2001,
14 regarding the Estates at Gig Harbor.

15 C. Pleadings. In addition, the Hearing Examiner considered the following:

- 16 1. None.

17 D. Testimony. The following individuals provided testimony under oath:

- 18 1. The Staff Report was presented by Pat Iolavera, Senior Planner; and
- 19 2. Carl Halsan and Attorney William Lynn spoke on behalf of the
20 applicant.
- 21 3. Louis Willis appeared on behalf of NCHA.
- 22 4. Paul Brouillet spoke on behalf of himself and his wife, Ellen.
- 23
- 24
- 25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

III. FINDINGS

1. This matter involves a preliminary plat application for a 51-lot residential subdivision, to be known as the Estates at Gig Harbor.

2. The applicant is Pacific Northwest Home Construction, which was represented by Carl Halsan. The NCHA, represented by Louis Willis, had filed an appeal of the City's revised mitigated determination of non-significance ("MDNS"). By letter dated October 17, 2001, and received by the examiner at the public hearing that same evening, the NCHA withdrew its SEPA appeal and testified in favor of the preliminary plat application.

3. The property which is the subject of the application is located generally southwest of 76th Street and 52nd Place. The legal description and parcel numbers are included in the Staff Report. The site is approximately 35.48 acres and is zoned R-1 Single Family Residential, as are the properties to the north and to the east (North Creek Estates). To the south, the zoning is Pierce County Rural Reserve, and the zoning to the west is Pierce County MDSF (Medium Density Single Family).

4. As mentioned above, the application as submitted contemplates that 51 new single family homes will be built. If approved, this plat will result in density of approximately 1.4 dwelling units per acre. The lots meet and exceed the minimum lot sizes for the R-1 zone. The City of Gig Harbor comprehensive plan designates this area as RL Urban Residential Low Density.

5. Pursuant to GHMC 16.08.001, the examiner finds that the proposed subdivision does conform with applicable zoning controls and comprehensive plan designations.

6. The site is currently vacant, forested with second and third growth trees, two wetlands, and an informal trail network.

7. An environmental threshold determination of mitigated non-significance (MDNS) was issued on September 14, 2001 and published September 19, 2001. A revised MDNS incorporating comments from the Washington State Department of Fish and Wildlife was issued October 1, 2001 and published on October 3, 2001.

8. The MDNS was revised to include larger wetland buffers in response to a comment from the State Department of Fish and Wildlife, to which the applicant has agreed. Testimony of Mr. Halsan. The applicant also agreed to erect a wood rail fence along the outer edge of the buffer, and to provide signage identifying the wetland and noting its protected status. Ex. 1, Staff Report. In accordance with GHMC 18.08.080, the wetland will be recorded with the Pierce County Auditor's Office and shall run with the land.

FINDINGS, CONCLUSIONS AND
DECISION - 3

FAAPPSUMUNNMRICPLD8635.mrk/mcc/103001/01

KENYON DORNAY MARSHALL, PLLC
— The Municipal Law Firm —

11 FRONT STREET SOUTH
ISSAQUAH, WASHINGTON 98027-3820
(425) 392-7090 FAX (425) 392-7071

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

9. Other public comments were received from Mr. Dale and are included in the examiner's record. Mr. Dale's comments express concerns that the wetland be protected by a 100' buffer, and expresses additional concerns regarding the traffic impact analysis and access to the site. Mr. Dale identified himself in his correspondence as a "consultant to NCHA."

10. David Skinner, P.E., former Director of Public Works, and Christian Munter, P.E., Associate Engineer, analyzed the project's traffic impacts and their analysis was considered in reviewing impacts during the SEPA process. Access to the site as proposed will be from Skansie Avenue, via Schoolhouse, Roby, and Beardsley (a single route), which are all public roads. The Public Works Department concluded that this access met the standards of the City of Gig Harbor and that no mitigation was required. Their related correspondence is included within the examiner's record.

11. Lou Willis, representing NCHA, spoke in favor of the preliminary plat application and offered NCHA's "full support" for the project. It is clear to the examiner that a substantial portion of NCHA's earlier concerns with the project centered around access issues, including a controversy whether some of the proposed access along 76th Street NW was private or public roadway. Since Mr. Willis, on behalf of NCHA, offered his full support for the project, the examiner likewise finds that Mr. Dale's concerns, as a consultant to NCHA, are likewise satisfied.

12. With respect to the issue of whether a portion of 76th Street NW is public or private, Mr. Halsan offered that the four affected property owners (the applicant, NCHA, Mr. Jones, and the Chapel Hill Church) have agreed to a resolution of this access dispute which will involve a dedication to the City. The examiner is unaware of the details of that agreement. To the extent that resolution of the access dispute as offered by Mr. Halsan is necessary to prepare the site for final plat approval in compliance with applicable provisions of the Gig Harbor Municipal Code, such resolution shall be considered a condition of preliminary approval.

13. Paul Brouillet also testified about potential traffic impacts and submitted a letter for the record. Appropriate traffic analyses have been prepared by traffic engineers, and those studies have been incorporated into the plat design.

14. With respect to the requirement that the examiner find that appropriate provision is made for the public health, safety and welfare, the examiner finds:

- Water will be provided by the City of Gig Harbor;
- The developer will be required to submit for City approval an engineer's analysis of the required sewer capacity together with construction plans for the sewer facilities to serve the site. A sewer availability letter must be obtained from the City prior

**FINDINGS, CONCLUSIONS AND
DECISION - 4**

FAAPPS\MUNFMRK\PL08635.mrk\mca\103001\dl

KENYON DORNAY MARSHALL, PLLC
The Municipal Law Firm

11 FRONT STREET SOUTH
ISSAQUAH, WASHINGTON 98027-3820
(425) 392-7090 FAX (425) 392-7071

1 to building permit approval. No adverse impacts are anticipated subsequent to compliance
2 with these provisions;

3 - The applicant will be required to submit a stormwater management plan
4 to be reviewed by the City of Gig Harbor Public Works Department as well as the
5 Department of Planning and Building Services, and will be utilized in the analysis of
6 project conformance with City regulatory requirements and Public Works standards. This
7 project must receive final approval from the City of Gig Harbor Public Works Department
8 that such plans conform to the City's Public Works standards for storm drainage system
9 design and construction, and maintenance of private storm drainage facilities.

10 15. Further, the applicant is required to pay for the direct impacts of the
11 development on schools. (RCW 82.02.020, and Chapter 18.04 GHMC.) The applicant
12 shall pay a SEPA school mitigation fee to the Peninsula School District as determined and
13 as calculated by the School District. Proof of such payment to the School District in the
14 form of a letter or other receipt from the School District must be submitted to the City
15 as part of the applications for the building permits for this project.

16 16. The applicant shall pay the park impact fee under Chapter 19.12 GHMC,
17 to be calculated by the City and paid by the applicant as set forth in GHMC 19.12.100
18 and GHMC 19.12.110.

19 17. The applicant shall pay the transportation impact fee under Chapter 19.12
20 GHMC, to be calculated by the City and paid by the applicant as set forth in GHMC
21 19.12.100 and GHMC 19.12.110.

22 18. Public notice was provided as required pursuant to Section 19.03.003 as
23 follows:

24 A. By publication of legal notice in the Peninsula Gateway newspaper on
25 October 3, 2001;

B. By Mail to property owners of record within three hundred feet of the
site on September 28, 2001; and

C. By postings on site at two locations by the applicant on October 2,
2001.

19. To the extent not already so identified, the examiner finds, pursuant to GHMC
16.05.004, that:

A. The preliminary plat application conforms with the provisions of
GHMC 16.08 applicable to subdivision approval;

FINDINGS, CONCLUSIONS AND
DECISION - 5

P:\APPS\MUN\IN\WRK\PLOR635.mkt\ncw\103001\01

KENYON DORNAV MARSHALL, PLLC
THE MUNICIPAL LAW FIRM

11 FRONT STREET SOUTH
ISSAQUAH, WASHINGTON 98027-3820
(425) 392-7090 FAX (425) 392-7071

1 B. Appropriate provision has been made for the public health, safety, and
2 general welfare including the public infrastructure and facilities; and

3 C. The public use and interest will be served by the platting of this
4 subdivision and dedication.

5 IV. CONCLUSIONS

6 A. Jurisdiction. The examiner has jurisdiction to rule on preliminary plat
7 applications pursuant to GHMC 16.05.003. The examiner has jurisdiction to rule on
8 SEPA appeals pursuant to GHMC 18.04.230.

9 B. Criteria for Review. The criteria for the examiner to consider in deciding on
10 a preliminary plat application are set forth at GHMC 16.05.003. The criteria for the
11 examiner to rule on SEPA appeals are set forth at GHMC 18.04.230. See, GHMC 19.05.

12 C. Conclusions Based on Findings. The examiner adopts and incorporates the
13 findings set forth above, and accordingly concludes that all of the criteria necessary to
14 grant the requested preliminary plat, as set forth in GHMC 16.05.003 and .004 have been
15 satisfied. The SEPA appeal was withdrawn by the appellant by letter dated October 17,
16 2001.

17 V. DECISION

18 Based on the above findings and conclusions, application number SUB 01-02
19 relating to the preliminary plat application for a 51 lot subdivision known as the Estates
20 at Gig Harbor located in the 5200 block of 76th Street NW, within the City of Gig
21 Harbor, is APPROVED, subject to the following conditions:

22 1. The applicant will comply with all conditions of the Revised SEPA MDNS
23 dated October 1, 2001;

24 2. The applicant shall comply with all other applicable provisions of the Gig
25 Harbor Municipal Code, as determined by City staff; and

3. To the extent that resolution of the access dispute referenced in Findings of
Fact Nos. 10 - 12 is necessary to prepare the site for final plat approval in compliance
with applicable provisions of the Gig Harbor Municipal Code, such resolution shall be
considered a condition of preliminary approval.

FINDINGS, CONCLUSIONS AND
DECISION - 6

FAAPPS\MUN\MRK\PL09635.mrk/mec/103001/d1

KENYON DORRAT MARSHALL, PLLC
THE MUNICIPAL LAW FIRM

11 FRONT STREET SOUTH
ISSAQUAH, WASHINGTON 98027-3820
(425) 392-7090 FAX (425) 392-7071

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VI. PARTIES OF RECORD

- 1. Louis Willis
North Creek Homeowners Association
P.O. Box 2041
Gig Harbor, WA 98335
- 2. Peter Dale
74704 Elk Creek Lane
Gig Harbor, WA 98335
- 3. Nicholas Natiello, Ph.D
5812 Hunt Street NW
Gig Harbor, WA 98335
- 4. Carl Halsan
P.O. Box 1447
Gig Harbor, WA 98335
- 5. Paul Brouillet
7624 Beardsley Ave.
Gig Harbor, WA 98335
- 6. William Lynn, Esq.
P.O. Box 1157
Tacoma, WA 98401

VII. APPEAL OF EXAMINER'S DECISION

Any party of record desiring to appeal the examiner's decision may do so within 21 days of the issuance of the decision (excluding the date of the decision), by filing an appeal with the Pierce County Superior Court. Any such appeal must comply with the provisions of GHMC 16.05.002 and 19.06.006.

DATED this 30 day of October, 2001.

KENYON DORNAY MARSHALL, PLLC



 Michael R. Kenyon, Hearing Examiner

**FINDINGS, CONCLUSIONS AND
DECISION - 7**

FAAPPS\MUNIM\MRK\PL08635.nark\ares\102001\#01

KENYON DORNAY MARSHALL, PLLC
THE MUNICIPAL LAW FIRM

11 FRONT STREET SOUTH
ISSAQUAH WASHINGTON 98027-3820
(425) 392 7090 FAX (425) 392 7071

City of Gig Harbor
(REVISED) Mitigated Determination of Non-Significance**
Preliminary Plat – Estates at Gig Harbor
(Southwest of 76th Street and 52nd Place)

Environmental Review Application No.: SUB 01-02
Parcel Numbers: 02-21-07-6002, 6003, 6004, 6005, 6006, 6007,
6008, 6009, 6010, 6011, 6012, 6013, 6014,
6015, 2044 & 2010

Action: Preliminary Plat – Estates at Gig Harbor

Proposal: Preliminary Plat for a 51 lot residential project. The entire perimeter will be buffered with at least 25' of vegetation. Access to the project will be by way of 60' wide City Streets improved to City Standards. Internal circulation will be by way of public roads.

Location: 5200 Block of 72nd Ave. / North Creek Lane

Proponent: Pacific Northwest Home Construction
P.O. Box 64160
Tacoma, WA 98464

The SEPA responsible official of the City of Gig Harbor hereby makes the following Findings of Fact and Conclusion based upon a review of the completed environmental checklist and attachments and other information on file with the City of Gig Harbor, and the policies, plans and regulations designated by the City of Gig Harbor as a basis for the exercise of substantive authority under the Washington State Environmental Policy Act (SEPA) pursuant to RCW 43.21C.060.

FINDINGS OF FACT:

1. The proposal subdivides 35.489 acres into 51 residential lots. The acreage in question is currently vacant, with one large and one small wetland and an existing informal trail system.
2. A prior project was considered for this site under the project title of "Harbor West Subdivision" and which would have had 149 lots. That project received an MDNS, though the project later failed to receive approval after several appeals. The current environmental review is being conducted to create a separate record for the current proposal and because it is of considerably reduced scope.
3. A traffic impact analysis (Heath and Associates) has been completed, amended and reviewed by the City of Gig Harbor Department of Public Works. The Director of Planning and Building Services received two letters of comment on the TIA, from the Director of Public Works, dated June 18, 2001

and July 5, 2001. Copies of those letters are attached and provide details regarding the City's request for improvements to the intersection of Wollochet Drive and Hunt Street, which shall be completed prior to final plat approval.

The Public Works Director, David Skinner, noted in the June 18, 2001 letter that one of two separate traffic patterns to be utilized by drives included one using North Creek Lane to access Skansie Ave., and notes that "North Creek Lane is a private street and although the development as some claim to a limited number of generated traffic to utilize the roadway, the entire traffic stream from the development does not have access rights over North Creek Lane. It is for this reason that the City does not agree with the TIA's representation of the traffic distribution from the proposed development. It was represented by the applicant that the development has rights for access across North Creek Lane for all but 13 lots within the development." In his letter of July 5, 2001, Mr. Skinner states that "After further clarification from Mr. Heath this method was to provide for analysis of a worst-case scenario of the effects of all development traffic utilizing North Creek Lane as an entrance even though it is agreed that the entire development traffic is not allowed to use this access. The City has agreed to this approach to document the projected traffic impacts at the intersection with this assumption."

4. There are two wetlands on and adjacent to this site. A wetland report done for the Harbor West proposal was resubmitted and re-evaluated. An early request for comments was circulated on this project, largely to determine if there would be any comments from the Department of Ecology or Washington State Department of Wildlife. The comment period ended August 24, 2001 and no comments were received. The wetland had been designated a Category II wetland in the City of Gig Harbor Wetland Inventory Mapping. The City is no longer utilizing that map, however at the time it was created, the City's wetland ordinance required 100' buffers for Category II wetlands.

The SEPA Responsible Official reviewed the wetland report and utilized the CountyView GIS system to analyze the wetland, including data layers from the Stream Hydrography from WARIS, the Pierce County Hydrology and wetland layers, and the Salmon Distribution Layers. A site visit was conducted last summer. Two other documents reviewed included the *Wollochet Creek Watershed: Hydrologic/Hydraulic and Engineering Analysis (1995, Pierce County CIP Project: 005-D323)*, and the draft *Gig Harbor Basin Study Characterization Report (August 2000, Pierce County Water Programs)*.

Section 18.08.040 Wetland Classification guidelines/ratings of the Gig Harbor Municipal Code describes the criterion for Category I wetlands which includes at 18.08.040(A)(1)(e) "Regulated wetlands which are contiguous with both year-round and intermittent salmonid fish – bearing waters, or". Chum Salmon and Coho Salmon are present in approximately the lower third of Wollochet Creek (a.k.a. Bitter Creek) as it drains to Wollochet Bay. There are

several impediments to passage beyond the Bitter Creek Pond, and it appears that the County or State Agencies may be working to address these blockages. However, there is no documentation on the likelihood that this wetland will contain salmonids, though certainly it affects the water quality downstream. The issue to the SEPA Responsible Official faced concerned the separation between the salmonid bearing portion of the stream, and the wetland on the site. The word "contiguous" is key. Finding no other definition for "contiguous" in the related literature, the SRO looked to Miriam Webster who defined it as "being in contact; touching; also next, adjoining". Nearly all tributaries and reaches upstream of streams containing salmonids, or that eventually disperse to the Puget Sound, might be considered to be "in contact with" such waters, however, determining what the specific intent of the law is relates to the environmental impacts of the project at hand.

Therefore, the fundamental question is "are there likely potential impacts from development along the proposed project's wetland that could have effect these salmonids"? Any development in a watershed could conceivably cause impacts. These waters are at some distance from the salmonid bearing waters, yet they do connect to them in such a way that water quality is critical and the wetland on site (along with others downstream) no doubt performs this function. The SEPA responsible official concludes that this is basically a category II wetland (50 foot buffer required), with potential impacts on a salmonid bearing water downstream, and therefore the project will be required to provide an increased buffer of 75 feet per chapter 18.08110(A)(2) "Buffer widths may be increased by the department on a case-by-case basis provided that the maximum buffer for Category II or III wetlands shall not exceed 100 feet." (Category I wetlands would provide a 100' buffer).

A comment letter was received from Mr. Jim Fraser, Assistant Regional Habitat Program Manager, Washington State Department of Fish and Wildlife, September 18, 2001. Mr. Frazier's letter notes the presence of salmonids downstream, the intent to remove downstream blockages, and the likelihood that salmonids will be reaching this area at that time. He requests that the wetland buffer be increased to 100'. The SEPA responsible official and applicant agree to this change.

Further, the project will be required to provide civil engineering for storm water treatment and discharge that meets the Department of Ecology and City of Gig Harbor Public Works standards for storm water discharge at pre-development rates. **See also the comments of the above referenced WDFW letter.** Erosion control and buffer projection must be in place prior to any clearing and grading on this site.

5. The SEPA Responsible Official reviewed the Priority Habitat Species database and found no PHS habitat documented on this site.

5. The project will be required to address impacts to schools, traffic, and parks per the applicable City codes (GHMC 18.04, 19.12.100 and 19.12.110).

CONCLUSIONS OF THE RESPONSIBLE OFFICIAL: The Responsible Official concludes that a Mitigated Determination of Nonsignificance (MDNS) will be issued. This is based upon staff review of the environmental checklist and attachments, other information on file with Pierce County, the Department of Ecology, and the above-noted findings. The MDNS is supported by adopted plans, polices and regulations of the City of Gig Harbor for the exercise of substantive authority under SEPA. The following are the adopted policies which support this MDNS:

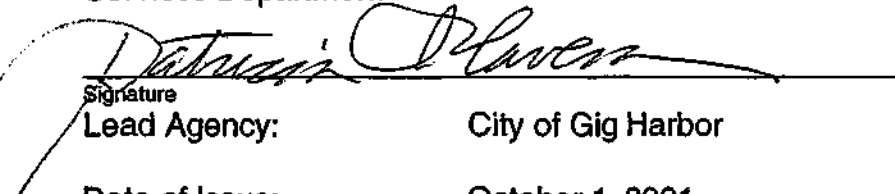
1. City of Gig Harbor Wetland Management Ordinance, Chapter 18.08 of the Gig Harbor Municipal Code.
2. Chapter 15.06 of the Gig Harbor Municipal Code, relating to the placement and grading of fill material.
3. The City of Gig Harbor Public Works Standards.
4. The City of Gig Harbor Critical Areas Ordinance.
5. Chapter 19.12 of the Gig Harbor Municipal Code, relating to impact fees.

MITIGATION: The Responsible Official has determined that the proposal does not have a significant impact on the quality of the environment and an Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c), only if the following conditions are met. This decision was made after review of a completed environmental checklist, other information on file with the City of Gig Harbor and existing regulations. This information is available to the public upon request. The mitigation measures are required as authorized under the substantive authority of SEPA in accordance with the guidelines contained in the Section 18.04.120 of the Gig Harbor Municipal Code and shall be implemented by the applicant:

1. **School Mitigation:** The applicant is required to pay for the direct impacts of the development on schools. (RCW 82.02.020, and chapter 18.04 GHMC.) The applicant shall pay a SEPA school mitigation fee to the Peninsula School District at the time determined by the School District, in an amount calculated by the School District. Proof of such payment to the School District in the form of a letter or other receipt from the School District must be given to the City as part of the applications for the building permits for this project.
2. **Park Impact Fees:** The applicant shall pay the park impact fee under chapter 19.12 GHMC, to be calculated by the City and paid by the applicant as set forth in GHMC 19.12.100 and GHMC 19.12.110.

3. **Transportation Impact Fees:** The applicant shall pay the transportation impact fee under chapter 19.12 GHMC, to be calculated by the City and paid by the applicant as set forth in GHMC 19.12.100 and GHMC 19.12.110.
4. **Other Traffic Impact mitigations** as detailed in the June 18, 2001, and July 5, 2001 letters to the Director of Planning and Building, from the Director of Public Works.
5. **Required erosion control measures**, including but not limited to silt fencing, temporary sedimentation ponds and use of hay bales, and any other protection required by the City of Gig Harbor Public Works Standards, shall be in place prior to any grading or filling on the site.
6. **A 100' vegetative buffer will be required adjacent to the larger of the two wetlands and must be clearly marked on the plat as a protected wetland buffer that shall be maintained in perpetuity, and shall be protected via a conservation easement on the adjacent lots. Further, a rail fence with signage (at least one sign per lot abutting the wetland) shall be placed along the outmost edges of the buffer identifying the wetland buffer and explaining that it shall not be encroached upon by non native landscaping, structures or hardscape, and that use of landscaping chemicals in the vicinity should be limited for the protection of the wetland and wildlife.**

Responsible Official: Patricia Iolavera, Senior Planner, Planning and Building Services Department


Signature

Lead Agency: City of Gig Harbor

Date of Issue: October 1, 2001

Date of Publication: October 3, 2001

This REVISED Mitigated Determination of Nonsignificance (MDNS) is issued under the authority of WAC 197-11-340. **Public Hearing before the Hearing Examiner will take place October 17, 2001, at 5:00 p.m. in City Hall Council Chambers, to hear the subdivision issue, and a SEPA appeal received September 28, 2001.**

NOTE: The issuance of this REVISED Mitigated Determination of Nonsignificance does not constitute project approval. The Applicant must comply with all other applicable requirements of the City of Gig Harbor and / or the City Hearing Examiner prior to receiving construction permits.

**** RCW 197-11-340(2)f**



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98336
(253) 851-8136

June 18, 2001

John Vodopich
Planning and Building Director
City of Gig Harbor

SUBJ: Estates at Gig Harbor Residential Subdivision
- Traffic Impact Analysis Comments

Dear John:

Public Works has completed the review of the May 2001 Traffic Impact Analysis (TIA) for the proposed development and has the following comments:

- The proposed development will generate an increase of traffic by 558 vehicles per day with a corresponding peak PM increase of 59 vehicles. The TIA accurately projects the distribution of the traffic throughout the surrounding intersections. The TIA predicts that the project traffic will not decrease the overall LOS of any intersection within the project distribution area below the City's LOS standard of D.
- The TIA analyses assumed one of two separate traffic patterns to be utilized by drivers. The first was the use of North Creek Lane to access Skansie Ave. and the other was the use of Beardsley and Schoolhouse to Rosedale. In either case the impacts to surrounding intersections were not critical, however it should be noted that North Creek Lane is a private street and although the development has some claim to a limited number of generated traffic to utilize the roadway, the entire traffic stream from the development does not have access rights over North Creek Lane. It is for this reason the City does not agree with the TIA's representation of the traffic distribution from the proposed development. It was represented by the applicant that the development has rights for access across North Creek Lane for all but 13 lots within the development. This should be reflected in the TIA as the traffic from 13 homes will utilize Beardsley and Schoolhouse. As previously stated, it is not anticipated the impacts to surrounding intersections will be degraded by the revised traffic distribution.
- In section IV of the TIA "Future Traffic Conditions" the traffic is combined with traffic anticipated from future projects. The applicant did not include the Lexington Mobile Home Park project in its pipeline traffic. The Lexington project will be located within Pierce County but will increase the traffic at the intersection of Hunt and Wollochet. This project must be included in the pipeline traffic.
- In section V of the TIA "Conclusions and Mitigation" the applicant states that no additional mitigation measures are proposed other than the City's standard Transportation Mitigation Fees. Pierce County has requested the Lexington Mobile Home Park Project upgrade the intersection of Hunt and Wollochet to mitigate for traffic impacts at this intersection. The City requests this applicant provide a pro-rata share of the costs of the improvements based on the percentage of traffic related to the overall traffic increase at the intersection.

The City would like to request the improvements to the intersection of Wollochet Drive and Hunt Street a requirement on the proposed development and require that these improvements be completed prior to final plat approval. Please call me if there are any questions or if additional information is needed. If any modifications to the TIA are made by the applicant the City reserves the right to revise the mitigation required for this project.

Sincerely,

David R. Skinner, P.E.
Public Works Director

c: Mark Hoppen, City Administrator
Christian Munter P.E., Associate Engineer
Lawrence A. Onorati, P.E., PALS

K:\DAVE\LETTERS\Estates at Gig Harbor TIA.doc

PL
CITY OF GIG HARBOR
JUN 18 2001
SERIES



City of Gig Harbor. The "Maritime City"

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

July 5, 2001

John Vodopich
Planning and Building Director
City of Gig Harbor

SUBJ: Estates at Gig Harbor Residential Subdivision
- Traffic Impact Analysis Revised Comments

Dear John:

Public Works has received a response dated June 22, 2001 from Mr. Greg Heath (Traffic Engineer for the project) regarding the June 18, 2001 comments sent to you addressing the original TIA for the subject project. I have completed the review of the resubmitted analysis and would like to modify the previous comments to you concerning the traffic issues resulting from this project.

As previously stated Northcreek Lane is a private street and the TIA has indicated, as one scenario, that Northcreek Lane will be utilized as an access into the proposed development. After further clarification from Mr. Heath this method was to provide for analysis of a worst-case scenario of the effects of all development traffic utilizing Northcreek Lane as an entrance even though it is agreed that the entire development traffic is not allowed to use this access. The City has agreed to this approach to document the projected traffic impacts at the intersection with this assumption.

The engineer has provided revised modeling to include the Lexington Mobile Home Park project in the pipeline traffic. The revised modeling indicates that no drop in LOS will be observed at the project intersections. The revised data will be included in the original TIA as addendum #1.

The engineer has provided a calculation for the pro-rata share of the improvements for the intersection of Hunt/Wollochet to be \$1,530.00. The City has verified this calculation and concurs with the estimate for the pro-rata share for the improvements. The applicant will be responsible to pay \$1,530.00 towards the construction of the improvements to the intersection of Hunt and Wollochet.

Please call me if there are any questions or if additional information is needed.

Sincerely,

David R. Skinner, P.E.
Public Works Director

c: Mark Hoppen, City Administrator
Christian Munter P.E., Associate Engineer
Lawrence A. Onorati, P.E., PALS

RECEIVED
CITY OF GIG HARBOR
JUL 05 2001
PLANNING AND BUILDING
SERVICES



POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE
SUBJECT: FEBRUARY INFORMATION FROM PD
DATE: MARCH 18, 2003

The February activity statistics are attached for your review.

Officer Vince Garcia has again been called up to active military duty. This will most likely be for a one-year period but may be extended beyond that time. We are hoping to keep him on in a part time capacity if he remains stationed at Ft. Lewis.

Our two Reserve Officers volunteered 68 hours in February. Reserve Officer Carson Abell was selected as our Reserve Officer of the Year for 2002. Off. Abell started with us as an Explorer and has been an outstanding Reserve Officer for us. We are in the process of selecting applicants to attend an upcoming Reserve Police Basic Academy beginning in May. There have been no academies offered for almost two years and our reserve force has obviously declined in strength. We hope to add three officers to this group by the end of the year.

The bike unit logged 42 hours of patrol time in February.

The marine services unit had just ½ hour of administrative time last month. The boat is out of the water until the spring.



'THE MARITIME CITY'

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

February 2003

	<u>Feb</u> <u>2003</u>	<u>YTD</u> <u>2003</u>	<u>YTD</u> <u>2002</u>	<u>% chg</u>
CALLS FOR SERVICE	434	920	958	-4%
SECONDARY OFFICER ASSIST	71	135	166	-19%
CRIMINAL TRAFFIC	15	27	24	13%
TRAFFIC INFRACTIONS	74	143	129	11%
DUI ARRESTS	2	8	9	-11%
FELONY ARRESTS	10	14	15	-7%
WARRANT ARRESTS	2	5	10	-50%
MISDEMEANOR ARRESTS	21	45	36	25%
CASE REPORTS	107	220	209	5%
REPORTABLE VEHICLE ACCIDENTS	11	27	31	-13%